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# JOYSON PlasTec



## Supplier manual

**SERIES**

### Foreword

Joyson PlasTec GmbH is part of the global Ningbo Electronics Corporation, which is one of the world's largest automotive suppliers and is headquartered in Bad Kissingen. As a long-standing and reliable Supplier, we are a competent and experienced partner for the automotive industry and have specialized in the development and production of technical plastic parts.

The quality, environmental, energy, occupational health and safety, anti-corruption, and ethics escalation policies are part of the company's policy and are set by management.


We strive to ensure the highest possible level of customer satisfaction by utilizing modern technologies and state-of-the-art management systems. We meet these ever-increasing demands with process-oriented approaches, continuous planned development, monitoring, effectiveness tracking, and improvement. We are committed to acting responsibly by setting high performance standards in health, occupational safety, and environmental protection, as well as in quality, energy efficiency, and sustainability, to guide us all toward future-oriented, environmentally friendly, and safe mobility.

### Our principles

Our path to this future-oriented mobility leads through motivated, healthy, and competent employees who shape an inspiring and sustainable corporate culture that extends into strong partnerships with all our potential stakeholders. A safe and healthy workplace, the avoidance and minimization of environmental impacts, and the careful use of natural resources and energy form the foundation for this. We involve employees and other interested parties through consultation and participation where appropriate and necessary. Energy consumption and energy efficiency-relevant parameters are also taken into account in procurement.

### Our vision

We see quality, health and environmental protection as well as energy efficiency as an integral part of our business activities and implement the corresponding requirements already in the product conception. We also strive to continuously improve our environmental, safety and health protection performance and specific energy consumption in order to sustainably protect the environment in which we move every day. protect.

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## Our commitment

To fulfill this responsibility, we maintain an integrated management system that considers the economic, ecological, and social challenges of our time and encompasses all activities from product conception to recycling. In addition to implementing measures to achieve our strategic and operational goals and continuously improving our systems, we are committed to complying with legal and regulatory requirements and binding obligations and promote constructive dialogue with our interested parties to meet their needs and expectations. People are at the center of our thinking and actions. Integrity is an important part of everything we do at JOYSON. We owe the success of our company to our deeply rooted corporate culture, in which ethics and integrity are very important and strengthen the relationships with our customers, employees, and suppliers - for deliveries and other services. We therefore also expect our suppliers to conduct their business according to ethical principles and with respect, decency, and dignity, and to comply with applicable laws and regulations of conduct as well as our guidelines.

## Our expertise

We are specialists in the manufacturing and processing of technical plastic parts.




## Expectations of suppliers

We have set ourselves the goal of meeting our economic, ecological and social responsibilities together with our suppliers and of using the resources entrusted to us responsibly.

In order to overcome these challenges together, we expect ongoing


Cost optimization programs, willingness to engage in joint developments with appropriate product output taking into account the aforementioned standards, and high flexibility in supplying our production facility.

This supplier manual contains principles and procedures to improve communication and to secure and expand cooperative partnerships.


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## 1. General Purchasing Guidelines

### 1.1 Scope of the supplier manual, ranking

This Supplier Manual forms part of the contracts between JOYSON and the supplier, even if it is not expressly stated otherwise in the individual order.

In addition to this manual and the other regulations and documents mentioned and referenced herein, the General Terms and Conditions of Purchase (hereinafter referred to as GPC) apply. In the event of any conflicts with other agreements, the following order of precedence applies – if any :

1. Contract product or order-specific agreements between the parties, for example in the form of individual contracts and call-offs
2. The general terms and conditions of purchase
3. Framework agreements between the parties, for example in the form of framework contracts
4. This supplier manual

Distribution of this manual to third parties is not permitted without the express written permission of JOYSON.

In the event of any differences or contradictions between the German and English versions, the German version of the Supplier Manual shall prevail.

### 1.2 General Terms and Conditions, other documents and updates

The current versions of the General Terms and Conditions of Sale are available at <https://joysonplastec.de/> .

If there are any changes, these will be communicated to the suppliers in their current version and updated on the homepage.

### 1.3 Cooperation with JOYSON purchasing


To achieve common goals and ensure optimal effectiveness, transparency, and coordination, the supplier undertakes to cooperate exclusively with JOYSON's purchasing department in all commercial matters.

Suppliers are selected by JOYSON's purchasing department in close cooperation with the Development, Quality Assurance, Logistics, Production, and Health, Safety & Environment departments.

In order to ensure continuous communication, the supplier is obliged to provide responsible

To appoint contact persons for management, sales, logistics, environmental protection, safety and quality assurance - in the case of several production sites, for each of these locations.

These should, as far as possible, be accessible at any time, even outside of normal operating hours.

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## 2. Supplier selection and qualification

### 2.1 Quality and documentation: requirements for management systems, audit, access rights

#### 2.1.1 Safety regulations

The supplier must comply with recognized scientific and technical standards, safety regulations, any separately agreed quality assurance agreements, and the agreed technical specifications for its deliveries. Changes to the contractual products, the production process, and the relocation of production, e.g., to another location, must be notified to JOYSON in writing as early as possible and in sufficient time, at least six (6) weeks in advance, so that JOYSON can assess any potential consequences and, if necessary, meet the demand elsewhere. If the contractual product is influenced by the supplier, prior written consent from JOYSON is required.

#### 2.1.2 Management systems

The supplier must implement a documented quality assurance system that is suitable in terms of type and scope and corresponds to the latest state of the art. The supplier must be certified according to IATF 16949:2016, in particular at the beginning and during delivery to JOYSON.

If such certification is not available, certification according to DIN EN ISO 9001:2015, VDA Volume 6.1 or special qualification by JOYSON can be accepted in exceptional cases, provided that the supplier confirms compliance with the minimum requirements (MAQMSR) according to IATF 16949. Furthermore, special qualification by JOYSON can also be accepted if the OEM accepts this.

Requirements regarding environmental and/or energy management systems according to ISO 14001:2015/EMAS or ISO 50001 as well as occupational health and safety management systems according to ISO 45001 are defined and queried on a case-by-case basis during the supplier's initial assessment.

Service providers performing calibrations are required to be certified according to DIN EN ISO/IEC 17025:2005 (DAkkS accreditation). Suppliers developing and delivering software for embedded systems must be certified according to ISO/IEC 15504-5 (SPICE).

Certification according to TISAX AL2/AL3 is desirable.

<sup>1</sup>DAkks = German Accreditation Agency GmbH

<sup>1</sup>SPICE = Software Process Improvement and Capability Determination

#### 2.1.3 Audits

JOYSON reserves the right, after prior notice, to conduct or commission a system, process, and/or product audit at the supplier's premises during normal business hours to verify, either directly or through an on-site representative, the effectiveness of the supplier's management systems.


JOYSON may conduct an audit for reasons including:

- Process release for production start
- Negative supplier rating
- Supplier development
- Complaints management
- JOYSON customer claim

The supplier is entitled to deny JOYSON access to trade secrets. If JOYSON nevertheless insists on access, the supplier may require JOYSON to undertake to maintain confidentiality in advance.

JOYSON or JOYSON representatives must be granted access to the relevant manufacturing, development, and testing facilities by appointment. This also applies to the facilities of subcontractors.

For this purpose, the supplier will enter into appropriate contractual agreements with its subcontractors.

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#### 2.1.4 Changes during the contract period

The supplier must maintain the management systems for the entire duration of the contractual and delivery relationship with JOYSON. Changes to the management systems, certification status, and contact persons must be notified immediately in writing to JOYSON's purchasing department (the responsible purchasing employee).

#### 2.1.5 Dealing with authorities

Insofar as authorities responsible for motor vehicle safety or similar require insight into the production process and the If JOYSON requests test documents, the supplier agrees to provide all reasonable assistance in doing so.

#### 2.1.6 Support

The supplier is also obligated to support JOYSON as a business partner in good faith. To this end, the supplier will, in particular, complete documents upon request, e.g., regarding the feasibility of contract products.

#### 2.1.7 Supplier self-disclosure

Prior to supplier qualification, the supplier must complete a self-assessment form in the supplier portal. The data provided in the self-assessment form forms the basis for the supplier's registration.

#### 2.1.8 Inclusion of the supplier in the "List of approved suppliers"

The inclusion of the supplier in the "List of approved suppliers" is a prerequisite for the supplier to be commissioned.

The prerequisite for the acceptance of the supplier is the successful completion of the qualification process, in which the supplier demonstrates the compliance of its own management systems with JOYSON's requirements.

This can be done through a potential analysis or another suitable, jointly agreed procedure.

### 3. Project work for development and series delivery

The following defines the framework conditions for project work for development, the start-up of new projects and series delivery.


#### 3.1 Collaboration in the project, documents to be submitted by the supplier, required checks by the supplier, project plan

The supplier must check the technical documents provided by JOYSON, such as drawings, specifications, etc., for plausibility and feasibility, particularly for series suppliers with regard to secure and reproducible production and corresponding capacities.

Furthermore, the supplier must verify whether its production facilities are capable of meeting JOYSON's requirements, particularly with regard to the product, production, and the quality required by JOYSON. If the supplier identifies any difficulties or obstacles with regard to these requirements, it must notify JOYSON immediately in writing.

The planned packaging concept must be coordinated with JOYSON and approved prior to delivery. If necessary, JOYSON reserves the right to request a CBD.



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## 3.2. Engineering, standards, norms and laws

Upon request, the supplier must provide development-specific documents (drawings, CAD data, design FMEA, calculations, test reports, evidence of or copies of official classification or approval documents).

### 3.2.1. CAD system

CATIA must be used as the format for exchanging CAD data. The corresponding release must be defined on a project-specific basis.

### 3.2.2. Public law regulations

The supplier is solely responsible for knowing and complying with relevant public law standards and legal regulations, including any supplementary standards. The goods delivered or services provided must comply with all relevant public law regulations of Joyson PlasTec GmbH Bad Kissingen. Furthermore, the relevant public law regulations worldwide must also be observed, as the goods or services benefit automobiles that are used worldwide. If public law regulations contain incompatible provisions, the supplier must immediately inform JOYSON of this in writing and coordinate further proceedings with JOYSON in writing. In addition to the public law regulations, every contract product must comply with the standards of the automobile manufacturers. In the event of any differences or contradictions between the public law regulations or the standards of the automobile manufacturers, the more demanding product requirements apply. The supplier must document the necessary processes and procedures to ensure compliance with the aforementioned public law regulations (legal and regulatory requirements). It is the supplier's responsibility to ensure this in its supply chain as well.

### 3.2.3. JOYSON Standards

To the extent relevant to the respective project, the supplier is responsible for compliance with the current version of the "JOYSON Standards." These will be made available by JOYSON upon request from the supplier.

### 3.2.4. Automobile manufacturers' standards


The supplier will observe and comply with the most current version of the automotive manufacturers' standards. The supplier must obtain these itself. Upon request, JOYSON can provide support in this regard, particularly with regard to the question of which manufacturers or standards are relevant. Should the supplier discover during series production that the version used is not the most current version or that the standards of different automotive manufacturers are incompatible with each other, it must inform JOYSON immediately in writing. The supplier is obligated to inquire about the current status of these standards regularly, but in any case at least every three (3) months.

### 3.2.5. Chemicals and Hazardous Substances, GADSL

The supplier must comply with national, European, and international laws, in particular Regulation (EC) No. 1907/2006 (REACH), Regulation (EC) No. 1272/2008 (CLP), and Regulation (EC) No. 1005/2009 (ozone depletion), as well as other regulations governing the transport, import, and placing on the market of the substance/preparation/product under national or international regulations.

Within the framework of Regulation (EC) No. 1907/2006 (REACH), the supplier will act as the manufacturer or importer for the contract products itself or commission third parties with these obligations. JOYSON assumes no obligations incumbent upon the supplier as a manufacturer or importer.

If the contractual product (including its packaging) is a substance or contains a substance that is legally regulated according to a European regulation (e.g. REACH) or national regulations and has hazardous properties or these properties may arise during handling, the supplier must, without being asked to, classify, register, package and label

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the product accordingly in accordance with the regulations valid at the time of delivery before placing it on the market. With the first delivery, a safety data sheet complying with the current legal regulations must be sent in the language of the country of destination and English, as well as in additional language versions to be agreed upon, stating the relevant occupational health and safety information (risk management measures from exposure scenarios) and approvals for use.

The supplier undertakes to provide JOYSON with all information and documentation required by the REACH regulation within the deadlines specified in REACH/CLP and to forward the information from its upstream supplier to JOYSON without delay. In particular, the supplier ensures that the delivered contractual products / products do not contain any substances that are prohibited, restricted or subject to authorization due to legal or other regulations (e.g. SVHC <sup>1</sup>, GADSL <sup>2</sup>, customer specifications, etc.). If this is not possible, they must be limited to the respective minimum. The supplier will also fulfill the information obligation according to Article 33 of the REACH Regulation and notify JOYSON in writing of any substances listed according to Article 59 of the REACH Regulation (substances on the SVHC candidate list). The supplier will inform itself independently about any additions to the candidate list available at <https://www.echa.europa.eu> and fulfill its information obligation towards JOYSON under REACH. If JOYSON specifies materials that do not comply with the requirements, the supplier will inform JOYSON immediately in writing.

The Global Automotive Declarable Substance List (GADSL, available at <http://www.gadsl.org>) is binding for the supplier with regard to prohibited and declarable substances, also for the purpose of compliance with Directive 2000/53/EC (ELV). The supplier may not supply any contract products to JOYSON that contain substances marked as prohibited according to the GADSL (classification "P" - prohibited). If the contract products supplied to JOYSON contain substances that are deemed to be declarable according to the GADSL (classification "D" - declarable), the supplier must inform JOYSON immediately. The same applies if substances used and previously approved are classified as prohibited or declarable in a later version of the GADSL. If and to the extent that the binding standards of the automobile manufacturers according to Section 3.2.4 stipulate additional requirements, the supplier must also comply with these.

### 3.2. 6. Conflict minerals

The Dodd-Frank Act requires US companies to refrain from sourcing certain raw materials from conflict regions. This requires every subcontractor in the supply chain to disclose this information. Since our contracted products are also delivered to US companies, we must pass this requirement on to our suppliers.

Further information can be found online at:

<http://www.gpo.gov>

<http://www.conflict-minerals.com>

<http://www.conflictfreemelter.org>

<http://www.oecd.org>


### 3.2.7. IMDS (International Material Data System)

The supplier is obligated to provide JOYSON with a material data sheet online within thirty (30) days of ordering a series delivery or a modification, but no later than within the scope of the initial sample inspection report or PPAP (see also 3.7). The material data sheet must be completed in accordance with the "IMDS Rules and Guidelines" (available at <http://www.mdssystem.com>) and the "JOYSON PLASTEC IMDS Information Sheet for Suppliers."

Upon request from JOYSON, a new version of a material data sheet already accepted by JOYSON must be submitted

<sup>1</sup>SVHC = **S**ubstance of **v**ery high **c**oncern

<sup>2</sup>GADSL = **G**lobal **A**utomotive **D**eclarable **S**ubstance **L**ist

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in accordance with the above requirements within twenty (20) days of receipt of the request.

### 3.3 Tools and other production equipment, provision

#### 3.3.1. Acquisition

If tools and other production resources have to be manufactured or acquired within the framework of the contractual relationship, the supplier will inform JOYSON of this and submit appropriate offers.

#### 3.3.2. Transfer of ownership

If the Supplier manufactures tools and other production equipment (hereinafter "Tools") at JOYSON's expense for the performance of the contract, purchases them from third parties, or has them manufactured by third parties, it is agreed that these tools and the associated drawings, technical documents, standard sheets, illustrations, plans, calculations, implementation instructions, product descriptions, etc. (hereinafter "Drawings") shall become the property of JOYSON upon full payment; to the extent that JOYSON makes partial payments, JOYSON shall acquire co-ownership. Transfer shall be replaced by the Supplier's possession of the tools and drawings on loan until the contract is executed.

#### 3.3.3. Payment

Payment can be made as a special payment or through amortization based on the unit price of the contractual products to be delivered.

In the case of a special payment, this shall be made after initial sample approval (see Section 3.7 of the Supplier Manual) and handover of the tool drawing set; in the case of amortization based on the quantities to be delivered, the quantity and expected term shall be mutually agreed upon by the contracting parties. If JOYSON agrees to fully cover the tooling costs, ownership of the tools shall pass to JOYSON upon full payment of the tooling costs by JOYSON to the supplier. If a third party manufactures the tools, the supplier is obligated to immediately forward any amounts received from JOYSON towards the tooling costs to the third party.

#### 3.3.4. Ownership

All tools and drawings as well as materials provided by JOYSON to the supplier for the purpose of executing the contract remain the property of JOYSON; JOYSON reserves all intellectual property rights therein.

#### 3.3.5. Use


The tools, drawings, and materials provided pursuant to clauses 3.3.2 and 3.3.3 may only be used to provide the deliveries and services ordered by JOYSON; without the prior written consent of JOYSON, they may not be transferred to third parties or otherwise made accessible, nor may they be used for deliveries to third parties or in any other way.

#### 3.3.6. Publication

The tools, drawings and materials provided must be returned to JOYSON immediately upon request – if necessary with payment of any outstanding tool costs – or after execution or termination of the contract.

#### 3.3.7 Loss and damage

The supplier bears the risk for loss and damage to JOYSON's (co-)ownership, but not for normal wear and tear. The (co-)ownership will be properly stored and maintained by the supplier for JOYSON at its own expense and, where reasonable, marked as JOYSON's (co-)ownership. Upon request, the supplier will provide JOYSON with photos of the

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markings affixed to the tool; otherwise, JOYSON is entitled to retain a portion of the tooling costs. The tool may not be removed from the supplier's premises or the agreed location, sold, assigned as security, pledged, etc., without JOYSON's prior written consent.

### 3.3.8. Usability of tools

The supplier is liable for the serviceability of the tools in accordance with clauses 3.3.2 and 3.3.3 to the extent of the guaranteed service life or quantity plus a yield reserve of at least 25%. The supplier will notify JOYSON in writing of the need for replacement or additional tools in good time before the end of the service life or in the event of a necessary capacity expansion.

### 3.3.9. Access

JOYSON shall have access to the Supplier's premises after appropriate advance notice during normal business hours to inspect the Supplier's property and co-ownership and related documents.

### 3.3.10. Insurance

The supplier shall insure JOYSON's property and co-ownership at its own expense to the usual extent. The supplier hereby assigns to JOYSON any claims for payment against its insurance. JOYSON accepts the assignment. The supplier shall provide proof of insurance coverage to JOYSON upon request by sending a copy of the insurance policy.

### 3.3.11. Provision of tools

The above provisions shall apply accordingly if tools are paid for or provided by JOYSON on the part of the customer.

## 3.4 Special features and test characteristics

JOYSON or its customers define product features and/or process features that may impact functional reliability (operational and user safety), compliance with regulatory requirements, function, performance, fit, appearance or further processing of the contractual product (hereinafter referred to as BM) and test features taking the following criteria into account:

- Compliance with legal requirements and regulations
- Functional warranty (Fit and Function)
- JOYSON customer or JOYSON-specific features
- Process reliability at the supplier


These characteristics are documented by various symbols on the technical documentation, such as applicable drawings and specifications, some of which are based on customer-specific specifications.

It is the supplier's responsibility to ensure that this regulation is also observed by its subcontractors. To this end, the supplier will enter into appropriate agreements with its subcontractors.

For documentation and storage, see also section 6.2.

## 3.5. Ensuring the quality of prototype and pre-series deliveries

To create prototype and pre-production sample parts, the materials and processes intended for subsequent mass production should be used, wherever possible. If there is a difference between the prototype or sample part production and subsequent mass production, the supplier must notify JOYSON of this in writing without being asked to do so.

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Depending on the development stage, the following specifications regarding the use of temporary and series tools, as well as the processes to be applied, must also be observed:

|                   |  |
|-------------------|--|
| <b>A-pattern</b>  | First hand-made prototypes based, if possible, on existing series products   |
| <b>B-pattern</b>  | Parts from makeshift tools<br>Sample parts that are provisionally manufactured from partially completed series tools or from makeshift tools |
| <b>C-pattern</b>  | First parts from series tools  |
| <b>C1 pattern</b> | First tool-falling parts from non-coordinated series tools   |
| <b>C2 pattern</b> | Parts from coordinated series tools and non-coordinated process  |
| <b>C3 pattern</b> | Parts from coordinated series tools and coordinated process  |

*Table 1 Pattern definition*

Product and tool-specific properties of the samples, for example regarding tool graining, must be coordinated with JOYSON.

The supplier is obliged to demonstrate the conformity of the components with the specific requirements, in particular the specifications of JOYSON or the JOYSON customer, as well as the requirements of this Section 3.5. If no specific prototype production control plan (hereinafter referred to as PLP) is included in the order, the supplier must independently create a prototype PLP. The supplier must include proof of the tests according to the prototype PLP with each part delivery. JOYSON reserves the right to request additional dimensional, material and functional reports as well as process documentation for these parts, which are binding for the supplier.

If the manufacturer of this prototype or pre-series project phase is not used for subsequent series production, the supplier must pass on the product and process knowledge gained to JOYSON or - at JOYSON's request - directly to the series producer designated by JOYSON.

### 3.6. FMEA / production control plan (PLP)


The supplier creates FMEAs and a control plan (PLP) as part of the project development. The control plan must comprehensively consider function- and process-critical characteristics, as well as the risk assessment of the FMEAs across all process steps, including incoming and outgoing goods, as well as goods transport. For process monitoring at the supplier, all test characteristics, test methods, test frequency, and result documentation are defined in the control plan. As a minimum requirement, the control plan contains all test characteristics as well as the critical and special characteristics from the JOYSON drawings and specifications. If new failure types are identified, these characteristics must also be included in the control plan.

### 3.7 Initial sampling PPAP / PPF (VDA Volume 2), reserve samples

Initial samples are contract products and materials that were manufactured entirely using the equipment planned for series production and under series conditions. Initial sampling for JOYSON is carried out in accordance with the PPAP requirements of the Automotive Industry Action Group (AIAG) or, after consultation with JOYSON, in accordance with VDA requirements.

For sampling according to AIAG PPAP, the presentation of initial samples is necessary in accordance with the specifications of Section 3.1 Customer Notification of the current PPAP production part release procedure.

For sampling according to VDA requirements, the presentation of initial samples is necessary in accordance with the

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specifications of the PPF trigger matrix of the current VDA Volume 2.

The sampling procedure and scope of sampling are agreed individually between the supplier and Joyson.

The sampling procedure, sampling level, sampling location and number of samples are communicated to the supplier by JOYSON Purchasing in the initial sample order. If the contract product can be manufactured using multiple tools or machines, samples must be submitted for each planned tool, as well as the machine combination and cavity/mold cavity.

Initial samples will only be released after successful installation tests on the accompanying sample cover sheet.

Unless otherwise agreed upon in writing with JOYSON, all documents must be submitted in English. The recipient will be listed in the sample order.

The initial sample delivery includes:

- Documents as communicated in the PPAP or PPA requirement of the quality planner (deviations after consultation with the JOYSON responsible persons from the QA department).
- List of PPAP requirements to ensure completeness of documents
- the packaging concept must be presented
- The supplier must enter the required information in the IMDS. Sampling is only considered complete once this information has been verified during the review by JOYSON (see also section 3.2.8).

Deviations from the required sampling scope or deviations from the contract product must be documented in an action plan, including the responsible parties and deadlines.

This action plan must be attached to the sampling.

The following sampling decisions are possible:

|                      |  |
|----------------------|--|
| Free                 | Release for series delivery to JOYSON  |
| Free with conditions | Release for series delivery to JOYSON, but limited in quantity and time (details on the sampling cover sheet), further measures are to be defined.<br>Re-sampling for JOYSON required: a signed document “deviation approval” or “special release” from JOYSON must be available to the supplier |
| rejected             | No parts may be delivered to JOYSON. Re-sampling for JOYSON is required.   |


*Table 2 Sampling decisions*

Initial sampling and any necessary subsequent sampling are free of charge for JOYSON and are the responsibility of the supplier or subcontractor, even if these are prescribed by JOYSON. JOYSON reserves the right to conduct cross-inspections or joint inspections.

The reserve samples must be marked with the initial sample inspection report number and date and stored in a manner that prevents damage and excessive aging of the parts. At least one part from each mold cavity must be removed from the sampling production batch, archived, and retained for at least one year beyond the spare parts obligation pursuant to Section 10.

### 3.8. Series production release

Before final series release, the supplier must demonstrate its quality capability through a production run at its manufacturing site. This must also include and test subcontractors. Proof must be provided and submitted to JOYSON upon request.

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### 3.9. Boundary pattern

For non-measurable or visual characteristics that are relevant to quality, limit samples can be defined together with the responsible JOYSON SQA employee, if necessary in consultation with the JOYSON customer.

If limit samples are defined, each characteristic must be marked and described. At least one limit sample per characteristic must be available at JOYSON and the supplier.

The supplier must create a limit sample catalog from the available limit samples, which is permanently available at the affected workstations.

Changes are only possible in writing and in consultation with the responsible JOYSON quality manager.

### 3.10. Increased scope of audit / escalation process

To ensure a smooth start of series production and smooth production, JOYSON may, during the project evaluation and project execution, request an inspection of the contract products from the supplier that goes beyond the scope of the production control plan, in accordance with the risk assessment. The exact conditions must be agreed upon by the supplier with the JOYSON SQA employee.

If events occur at a supplier that jeopardize the start of series production or production at JOYSON, the supplier will be classified as a supplier with a more stringent inspection scope (Controlled Shipping Level) in accordance with 3.10.1 .

#### Reasons

for this classification may include, among others: Failure to meet project schedules

- Unfulfilled JOYSON calls
- Unannounced changes to the process or contract product
- increased frequency of errors by the supplier
- ineffective improvement measures
- Errors / defects encountered by JOYSON customers
- unsatisfactory quality control at the supplier
- Production start of critical parts

The classification by the responsible JOYSON SQA employee can be carried out in various stages, including measures to ensure a smooth start to series production and trouble-free series production.

All associated costs arising from special events at the supplier's site must be borne by the supplier. These may include, but are not limited to:


- Sorting costs
- travel expenses
- Costs of production downtime
- Special trips
- Additional setup costs
- Increased personnel costs due to extra shifts

#### 3.10.1. Controlled Shipping Level 1 (CS L1)

CSL1 is introduced to protect JOYSON's production from defective contract products from suppliers.

CSL1 includes:

- The supplier must perform a 100% inspection of the affected contract product. The test station and test instructions must be approved by JOYSON.
- All inspected parts, boxes, pallets, and deliveries must be labeled as agreed upon by the responsible JOYSON quality manager.
- The scope/duration of CSL1 must be agreed with the responsible SQA JOYSON on a case-by-case basis

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If another error of this type is found, the CSL1 phase will begin again or the supplier will be placed on CSL2, at JOYSON's discretion.

### 3.10.2. Controlled Shipping Level 2 (CS L2)

CSL2 is introduced when an "A-rank" defect is found at JOYSON customers or a defect has not been corrected by CSL1. An "A-rank" defect exists when there is a risk to life and limb.

CS2 includes:

- 100% inspection of the affected contract product at the supplier's or JOYSON's facility by an external sorting company. The inspection station and inspection instructions must be approved by JOYSON.
- All inspected parts, boxes, pallets, and deliveries must be labeled as agreed upon by the responsible JOYSON quality manager.
- The scope and duration of CSL2 must be agreed upon with the responsible SQA JOYSON on a case-by-case basis. The end of the CSL2 measure is determined by the SQA JOYSON.

The results of CS L1 and CSL2 must be sent to JOYSON weekly.

### 3.10.3. Business Escalation Review 1 (BER 1)

The supplier is assigned to the first escalation level (BER 1) to ensure the supply of series parts to the affected JOYSON plant and prevent a production stoppage. The supplier's specialist department (e.g., quality assurance, logistics, production) will present the measures to JOYSON's supplier management (purchasing and SQA) in a meeting.

### 3.10.4. Business Escalation Review 2 (BER 2)

BER 2 is the next escalation level, which is chosen if measures from BER1 are not implemented or are not effective.

The measures must be presented by the plant management/production management of the affected supplier plant in a meeting with the JOYSON Supplier Management and Plant Performance management. As a sanction at this level, the affected supplier plant will be blocked from new business.

## 3.11. Part history

The supplier is obligated to create a parts history for each item number used in series production and to keep it up to date at all times.

The parts history may be requested by JOYSON at any time upon request and must then be submitted to JOYSON immediately and in full.

## 4. Documents


The negotiation and preparation of contracts is carried out exclusively by JOYSON Purchasing.

### 4.1. Framework and call-off orders

A written framework supply agreement forms the basis and prerequisite of the business relationship for series deliveries. The supplier has no right to purchase a specific quantity of goods.

Individual orders and call-off orders are initiated by JOYSON's Logistics or Purchasing department and transmitted to the supplier. Such orders or call-off orders are only valid if they were generated from an ERP or purchasing system.



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Unless otherwise agreed, our delivery schedules are prepared according to VDA standards (4 weeks production; 8 weeks material release). Otherwise, the delivery schedules are non-binding. The forecasts are rolling in nature, so that each period of a forecast is extended by the periods that expire at the same time; this applies until JOYSON sends the supplier a new delivery schedule with a forecast.

## 4.2. Commercial documentation

Commercial documentation is limited to order confirmations, delivery notes, and invoices. However, the data contained therein must be traceable and assignable to the respective order and delivery for both parties. Deliveries and invoices for which such traceability or assignment is not possible due to missing information may be rejected until delivery notes or invoices with the relevant information are submitted.

## 4.3. Electronic invoicing

JOYSON prefers electronic invoices. In exceptional cases, written invoices may still be sent.

Email invoices: [suppinv003@joysonsafety.com](mailto:suppinv003@joysonsafety.com)

Email reminders: [w01reminder@joysonsafety.com](mailto:w01reminder@joysonsafety.com)

# 5. Logistics

## 5.1 General

The following paragraph lists JOYSON's general logistics requirements.

## 5.2. Packaging

Before production begins, the packaging for series deliveries is selected jointly by the supplier, JOYSON Purchasing, and JOYSON Packaging Development to ensure manageable and safe transport, preventive prevention of damage or quality changes, and compliance with any legal requirements. JOYSON prefers the use of reusable packaging over disposable packaging wherever economically feasible.

A nomination can be made after the packaging concept and packaging costs have been approved by JOYSON's logistics department.

The first delivery in series packaging before SOP must be reported to JOYSON. Only then can the final packaging release be made.


## 5.3. Communication, electronic data exchange

If Joyson requests electronic data exchange, this is done according to the VDA standard. The supplier receives the call-off information from Joyson in accordance with VDA 4905. Likewise, the supplier sends an electronic delivery note immediately after shipment via remote data transmission (RDT) in accordance with VDA 4913.

Upon request from Joyson, the supplier transfers the packaging data ("record type 715") from the delivery note.

## 5.4. Delivery schedules

All JOYSON delivery requests become binding if the supplier does not object to such a delivery request in writing and with reasons within forty-eight (48) hours, and if this objection is accepted by JOYSON. The objection must be sent to the address specified in the delivery request. JOYSON delivery requests that do not contain material and production

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releases are non-binding with regard to purchase quantities. No reimbursement will be made for manufactured contract products, materials, and raw materials for which no binding delivery request has been issued.

## 5.5. Label requirements

The labeling and marking of parts and containers must be carried out in accordance with the requirements of VDA 4902 or ODETTE.

At Joyson's request, batch numbers must be included on the labels. The logic used for this must be coordinated with the JOYSON Quality Department (see also Section 6.1 Derivation Labeling and Traceability).

If no specific batch requirement is specified, at least one unique production batch or, alternatively, one unique delivery batch (e.g., delivery date) must be printed on all labels.

If labeling according to VDA 4902 or ODETTE is not possible, a solution must be agreed upon with JOYSON prior to delivery.

## 5.6. Shipping

If the supplier uses a freight carrier of its own choice, JOYSON will cover the agreed freight costs. Furthermore, in this case, the supplier must ensure adequate insurance coverage for the goods until they reach their final destination (shipping address or place of use as specified in the order).

The supplier is responsible for the timely dispatch of goods or the timely notification to the freight forwarder specified by JOYSON, as well as the timely provision of the goods.

In the case of "free domicile" delivery, the supplier ensures that the commissioned freight forwarder can always provide information about the whereabouts of the goods.

## 5.7. Supplier declaration / declaration on the origin of goods

If the supplier has its registered office and/or production facility within the European Union, the supplier must issue a supplier's declaration based on the applicable provisions on preferential origin of goods in accordance with Article 64 of the Union Customs Code (Regulation EU 952/2013 - "UCC") in conjunction with Articles 61 et seq. of Implementing Regulation 2015/2447 on the UCC ("UCC-IA"), as amended (individual or long-term declaration). In this context, the supplier must state the non-preferential (commercial) origin.

If necessary, the supplier receives

a.) a request to submit the supplier declaration including a description of the procedure to be followed


or

b.) a corresponding cover letter with the supplier declaration form to be used.

The supplier shall provide the signed supplier declaration within four weeks of receipt of the request/covering letter, but no later than upon delivery.

If, as an exception, the supplier prepares the supplier declaration on its own business papers, this procedure must be agreed upon with JOYSON in advance.

If the supplier has its registered office and/or a manufacturing facility in a country with which an EU free trade agreement exists, it will issue proof of preferential treatment (movement certificate/declaration of origin on the invoice) for each delivery. The provisions of the relevant free trade agreements must be observed.

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## 5.8 Emergency plan

As soon as deviations from the requested quantity or delivery delays are foreseeable, this must be reported immediately to JOYSON's logistics department.

For special trips, drivers must be equipped with a mobile phone so that they can determine their location at any time upon request. The mobile phone number must be provided to JOYSON upon request.

To monitor the entire supply chain, the supplier may be requested to disclose all related procurement, production, and transport times. JOYSON reserves the right to include subcontractors in this audit. The supplier will enter into appropriate agreements with the subcontractors for this purpose.

## 5.9. Consignment warehouse

At JOYSON's request, deliveries are made via a consignment warehouse. For this purpose, appropriate consignment warehouse agreements are concluded with the suppliers.

## 5.10 Contact person

The contact details of the supplier's logistics contact persons must be communicated to JOYSON.

## 5.11. Logistics assessment

The logistics assessment is included in the semi-annual supplier evaluation and is sent to the relevant supplier contact via email.

## 5.12. FMEA, logistics audit


Without prejudice to further FMEAs in accordance with this supplier manual and the contractual agreements between JOYSON and the supplier, process FMEAs will be prepared by the supplier and logistics audits will be carried out by JOYSON to ensure delivery capability.

## 5.13 Recourse measures

Additional expenses caused by the supplier will be charged by JOYSON or the logistics service provider commissioned by JOYSON according to the following flat-rate expenses, unless the supplier is not responsible for the breach of duty:

- Repacking required 50 EUR / transaction
- Mislabeling / missing VDA 4902 label 20 EUR / label
- Over-, under- or incorrect delivery 250 EUR / transaction
- Missing or incorrect delivery note 50 EUR / transaction
- Incorrect dial-up data 50 EUR / transaction
- Incorrect or missing customs documents 100 EUR / transaction

If and to the extent that JOYSON asserts further claims for damages against the supplier, the levied flat-rate expenses will be credited against these claims by JOYSON.

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## 6. Quality assurance

### 6.1. Derivation labelling and traceability

To clearly identify all materials and contract products in the production process, or the respective status of the production sequence, it is necessary to ensure consistent material and part labeling. In addition to the material and product name, article number, modification status, quantity, batch number, and production date, this labeling must also include information on the respective production status and intermediate inspections performed, along with the corresponding inspection note. This labeling, along with the process-related documents, guarantees the clear traceability of materials and contract products throughout the entire process at the supplier, from goods receipt to goods issue. This documentation system must ensure a containment for all contract products.

### 6.2. Documentation/Storage of quality-relevant documents

The supplier must have a defined system in place that governs the creation, management, and archiving of all quality-relevant documents. Unless otherwise agreed, a retention period of ten (10) years applies, and for documents with BM, thirty (30) years, in each case after the EOP. If an even longer period is prescribed for documents, particularly those relating to BM, due to legal requirements and regulations, this longer period shall apply. Before their destruction, the supplier must offer all documents to JOYSON for storage free of charge. The supplier must oblige sub-suppliers to the same extent within the scope of the legal possibilities.


### 6.3. Proof of quality for series deliveries

To ensure that the delivered materials and contract products meet the agreed quality standards (in particular the specifications and drawings) within the scope of quality assurance, suitable measures, such as regular shipping audits, must be implemented. Upon request, proof of quality capability can be provided by an acceptance test certificate, which must be enclosed with the delivery. JOYSON reserves the right to request the process-related documents and data from the supplier or to inspect them on-site after prior notice during normal business hours. The supplier is entitled to refuse JOYSON access to trade secrets. If JOYSON nevertheless insists on access, the supplier can demand that JOYSON undertake to maintain confidentiality in advance.

### 6.4. Procedure for delivery of defective contractual products

The supplier is obligated to immediately inform the responsible employee of JOYSON's incoming goods inspection department about the delivery of defective materials or contract products ordered by JOYSON. This expressly includes deficiencies with regard to statutory labeling requirements or with regard to product requirements arising from an approval (e.g. CE conformity). If defective or defective materials or defective contract products are discovered at JOYSON or at JOYSON's customers, the supplier will be informed immediately - if necessary in connection with the complaint. In these cases, the supplier is responsible for initiating appropriate measures to ensure JOYSON's supply of the contract products. If a supplier <sup>3</sup>cannot be reached within twenty-four (24) hours of a regular working day, JOYSON reserves the right to initiate appropriate measures itself to ensure production. The supplier shall bear the costs of the necessary measures, such as sorting activities with regard to contract products produced and not yet delivered, including the resulting follow-up costs for and at JOYSON's customers. Costs in the supply chain in this context can arise from, for example, sorting costs, special trips, machine downtimes, scrapping costs, additional production costs, administrative expenses, etc.

<sup>3</sup>A regular working day

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In the event of such quality defects, the following response times apply:

be communicated by the Supplier to the JOYSON employee who submitted the complaint within twenty-four (24) hours .

submit a statement on the first three process steps of the 8D format to JOYSON's receiving department within twenty-four (24) hours of notification .<sup>4</sup>

The supplier must complete levels 4 and 5 of the 8D format within five (5) days.

The final three stages of the 8D format must be submitted via JOYSON within twenty (20) days.

Unless otherwise agreed, a progress report must be submitted weekly without request until all measures have been implemented and their effectiveness has been confirmed by the receiving officer or SQA employee of JOYSON.

A suitable method must be used to analyze the cause(s) of the defect(s). Furthermore, the supplier is obligated to investigate all other processes and contract products potentially affected by this cause(s) of the defect and to implement the necessary corrective measures for them as well.

This procedure must also be followed in the case of complaints regarding development and pre-production samples as well as in the case of warranty and field failures.

In addition, this information should be used systematically for the development of new products and processes as well as for the continuous improvement of existing contract products and processes.

## 6.5. Product Safety Officer

The customer-specific requirements stipulate a product safety officer for each manufacturing facility at each stage of the supply chain.

## 6.6. Changes to the series product

Changes to contract products must be addressed exclusively to JOYSON Purchasing. The supplier can request a deviation approval in writing from JOYSON Purchasing for deviations from the design specifications and a change or rework request for technical changes. The supplier has no right to expect JOYSON to approve the deviation, change, or rework.


Contract products may only be delivered after written consent from JOYSON and, if applicable, with the required initial sampling. The supplier shall bear the entire cost of this change.

In the case of technical changes, special attention must be paid to any potential approval relevance, for example, whether the change invalidates CE conformity and/or requires reassessment. This may require the involvement of the approval-issuing authority (e.g., in the case of CE conformity for pyrotechnic articles: notified body).

### 6.6.1. Deviation permits (special approvals)

Deviations from the design specifications of the Contract Product must be approved unambiguously by the Supplier, with appropriate reports (e.g. measurement reports, test reports) and in writing by JOYSON.

<sup>4</sup>An example 8D report is available for download in the supplier portal

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### 6.6.2. Rework

A process must be defined for the rework of components, specifying the procedure, appropriate employee training, and post-processing qualification of the parts. The reworked parts must meet all requirements of the production control plan. If necessary, JOYSON may require special labeling and separate delivery of the reworked parts.

The method and scope of rework must be discussed with and approved by the responsible JOYSON quality manager.

## 6.7 Periodic product review

The periodic product review is divided into three topics, which must be confirmed by the supplier. It is the supplier's responsibility to coordinate the details of the periodic product review with the responsible QP or SQA employee at JOYSON during the project development process, depending on the OEM and the project, and to document them in the PLP.

The supplier must also consider the products and processes of subcontractors and require these subcontractors to provide similar verification.

Unless otherwise agreed, the period for the periodic product review begins with the SOP, regardless of the sampling release status.

### 6.7.1. Requalification test

All contract products must be regularly subjected to a complete dimensional and functional test for material and function, taking into account the applicable specifications from the respective drawings and specifications. Dimensional tests include the complete measurement of all product dimensions listed in the development documents. The test results must be clearly assigned to the numbering of the drawings and specifications. The results must be made available to JOYSON upon request.

Furthermore, JOYSON reserves the right to inspect requalification documents from subcontractors.

The supplier will enter into appropriate agreements with the subcontractors for this purpose.

The content of the requalification may be coordinated with JOYSON under certain circumstances.

### 6.7.2 Special features

To ensure the correct handling of BM, the required system must be reviewed annually by the supplier.

JOYSON reserves the right to have the supplier review this procedure, for example, by conducting an exemplary review of a part number from the delivery portfolio delivered to JOYSON.

The supplier must also review the required system with its subcontractors.

JOYSON reserves the right to inspect these documents as needed.

The supplier is entitled to deny JOYSON access to trade secrets. If JOYSON nevertheless insists on access, the supplier can demand that JOYSON undertake to maintain confidentiality in advance.


### 6.7.3 Special processes

For the contract products included in the scope of supply to JOYSON, the supplier must demonstrate compliance of the following Special Processes with all applicable <sup>5</sup>AIAG CQI assessments as part of the periodic product review.

These Special Processes include:

- CQI-9 Evaluation of Heat Treatment Systems
- CQI-11 Evaluation of Electroplating Surface Treatment Systems
- CQI-12 Evaluation of Surface Coating Systems

<sup>5</sup>CQI = Continuous Quality Improvement

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- CQI-15 Evaluation of welding processes
- CQI-17 Evaluation of soldering processes
- CQI-23 Evaluation of Plastic Molding Processes
- CQI-27 Evaluation of Casting Processes

The documentation/assessment of conformity with these requirements must be presented to JOYSON upon request.

## 6.8. Supplier evaluation and development

### 6.8.1. PPM assessment

Every supplier can view their PPM status report, which includes the currently achieved PPM values and targets, via the supplier evaluation. They can also request information about the status throughout the year from the responsible SQA.

The individual PPM target is situational reviewed and updated accordingly. If targets are exceeded, the supplier must take appropriate measures to improve quality and communicate these to the JOYSON SQA staff communicate.

Furthermore, the supplier is requested to strive for compliance with a zero-defect target.

### 6.8.2. Supplier evaluation

The supplier evaluation is conducted semi-annually by JOYSON's Purchasing, Quality Management, and Logistics departments and is sent via email to the supplier contact.

The evaluation criteria are specified in the supplier evaluation. The evaluation itself is carried out by the responsible JOYSON employees based on the supplier's performance over the last six months.

## 6.9 Emergency plan


The supplier is required to establish an operational emergency plan to ensure delivery capability in the event of unforeseeable events (e.g., accidents, fires, strikes, etc.). The emergency plan must be submitted to JOYSON upon request.

## 7. Development of subcontractors

The supplier is obligated to conduct systematic review and development of its subcontractors in accordance with IATF 16949:2016, VDA Volume 6.1, or DIN EN ISO 9001:2015. Furthermore, certification according to ISO 14001/EMAS (environmental management system), ISO 50001 (energy management system), and OHSAS 18001 (occupational health and safety management system) must be sought.

## 8. Customer satisfaction

The supplier must systematically monitor customer satisfaction using objective data and strive for continuous improvement of these indicators through appropriate measures.

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## 9. CIP measures

The supplier must ensure that all processes related to the production process are continuously analyzed and optimized. The goal is to use the resulting results to initiate the consistent implementation of improvement measures and monitor their effectiveness.

The measures must be documented and submitted to JOYSON upon request.  
JOYSON reserves the right to verify the effectiveness of the measures on-site.

## 10. Competitiveness

JOYSON and the supplier agree that maintaining the competitiveness of the contract products is essential for the supply relationship. The competitiveness of the contract products is guaranteed if the contract products are priced and technologically equivalent to comparable products from competitors.

Should JOYSON be offered a product that competes with the contract product at more favorable conditions, JOYSON will inform the supplier and set a reasonable deadline to restore the contract products to full competitiveness. If the deadline specified in the previous paragraph expires without the supplier submitting an adjusted offer to JOYSON, or if the adjusted offer is still not competitive, JOYSON is entitled, after setting a further deadline, to withdraw from the contract with the supplier or to terminate it extraordinarily without notice for good cause. Goods called off until receipt of the notice of withdrawal or termination will still be delivered and paid for under the agreed conditions.

## 11. Cost analysis

JOYSON aims to source its products cost-effectively. To verify whether the agreed series prices are competitive, JOYSON reserves the right to conduct a cost analysis on-site. To ensure a common basis for discussion, JOYSON employees must be granted access to the relevant production facilities.

The supplier, in consultation with JOYSON, will provide qualified personnel for cost analysis. The supplier's trade and business secrets and/or confidential information, including know-how, will remain confidential to an appropriate extent. The supplier is entitled to deny JOYSON access to trade secrets. If JOYSON nevertheless insists on access, the supplier may demand that JOYSON undertake to maintain confidentiality in advance.


Subcontractors may also be included in this cost analysis. The supplier will enter into appropriate agreements with the subcontractors to this end.

## 12. Spare parts

The supplier is obligated to supply spare parts for the period of normal technical use of the contract products, but at least fifteen (15) years after the EOP. For longer periods, the contracting parties will agree on these in consultation with JOYSON's customers. During the first five (5) years after the EOP, deliveries will be made at the same prices and conditions as for series delivery; thereafter, the contracting parties will agree on reasonable conditions for the remaining ten (10) years.

If the supplier is unable to fulfill the obligation pursuant to Section 12, Paragraph 1, it shall, in consultation with JOYSON, ensure the provision of the necessary capacities by third parties at the prices and conditions applicable between the contracting parties and undertake to grant the necessary licenses and provide technical support.



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## 13. Compliance / Employees / Residence and work permits of the supplier's foreign employees / Supply chain security, economic operator / Export control and foreign trade data / Embargo list / Boycott regulations / Liability

The following sub-points must be observed and applied by the supplier.

### 13.1. Compliance

#### 13.1.1. Legal provisions

The Supplier must comply with all applicable laws, regulations, and ordinances in the jurisdiction of each country in which it conducts business. This includes, in particular, compliance with laws and regulations regarding bribery and corruption, money laundering, international trade, competition and antitrust law, human trafficking, corporate governance, taxes and duties, data protection, financial disclosure, employee rights, environmental protection, sustainability, and occupational health and safety. In particular, the Supplier is obligated not to commit any criminal offenses (e.g., fraud or breach of trust, crimes against competition, granting or accepting an advantage, bribery, corruption, or similar offenses) in connection with the fulfillment of its contractual obligations to JOYSON.

#### 13.1.2. Donations and gifts

The Supplier undertakes not to offer, provide, otherwise arrange, or request any gifts, benefits, favors, advantages, or other gratuities (hereinafter "Gifts"), directly or indirectly, to employees, agents, or representatives of JOYSON; gratuities include, in particular, money, travel, tickets to sporting or theater events, hospitality, and other services with a value exceeding one hundred (100.00) EUR.

#### 13.1. 3. Human Rights

The Supplier guarantees that it will respect human rights in accordance with the Charter of the United Nations in all its operations, in particular that it will not engage in any form of forced labor or child labor, and that it will not discriminate on the basis of race, ethnic origin, gender, religion or belief, disability, age, sexual identity, or trade union membership.

#### 13.1.4 Right of withdrawal


In the event of a breach by the supplier of its obligations under clauses 13.1.1, 13.1.2, and 13.1.3, JOYSON shall have the right to withdraw from or terminate all existing contracts with the supplier for cause. Furthermore, JOYSON shall be entitled to terminate ongoing contract negotiations with the supplier without prior notice.

## 13.2. Employees

The following must be observed in particular for own employees and freelancers as well as all other employees:

### 13.2.1. Minimum wage

The supplier guarantees that it, its subcontractors and their subcontractors will pay the legally prescribed minimum wage.

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### 13.2.2. Freelancers

If the supplier uses freelancers to provide the contracted service, it guarantees their independence and assures that it has implemented appropriate processes to ensure the independence of the freelancers. Should JOYSON incur any claims due to non-compliance with labor, social security, and tax law regulations, the supplier shall indemnify JOYSON against these claims.

### 13.2.3. Temporary employment

In the case of temporary employment, the supplier must be in possession of a valid temporary employment permit if this is required in the country of the contract.

## 13.3. Residence and work permits for the supplier's foreign employees

### 13.3.1. Employment of foreign employees

The Supplier is obliged to employ foreign employees who provide services in fulfillment of a contract between the Supplier and JOYSON (hereinafter "foreign employees") only if they have the residence and work permits required to carry out their activities in accordance with the statutory provisions.

### 13.3.2. Residence or work permit

At JOYSON's request, the supplier must provide evidence of residence and work permits for foreign employees, taking into account data protection regulations.

### 13.3.3 Loss of residence or work permit

If it turns out that the residence or work permit of a foreign employee does not exist or no longer exists, the supplier will release the foreign employee concerned from his or her work for JOYSON; this shall not affect the supplier's obligations towards JOYSON.

### 13.3.4. Right of withdrawal

In the event of a breach by the supplier of its obligations under clauses 13.3.1, 13.3.2, and 13.3.3, JOYSON shall have the right to withdraw from or terminate all existing contracts with the supplier for cause. Furthermore, JOYSON shall be entitled to terminate ongoing contract negotiations with the supplier without prior notice.


## 13.4. Export control and foreign trade data

### 13.4.1. Foreign trade law

The Supplier must comply with the applicable requirements of national and international export, customs, and foreign trade law (hereinafter "Foreign Trade Law") for all contractual products to be delivered and services to be provided. The Supplier must obtain any necessary transfer or export licenses, unless the applicable foreign trade law requires JOYSON or a third party to apply for these licenses, not the Supplier.

### 13.4.2. Export control data

The Supplier shall provide JOYSON in writing, in good time before the delivery date, with all information and data required by JOYSON to comply with applicable foreign trade law for export, transfer, and import, as well as for re-

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export of the Contract Products and Services in the event of resale, in particular for each good and service.

These include:

- the Export Classification Number (ECCN) according to the US Commerce Control List (CCL), if the goods are subject to the US Export Administration Regulations;
- all applicable export list items (according to the export list, Annex 1 to the Foreign Trade and Payments Ordinance, and Annex I to the Dual-Use Regulation (EC)); if the goods do not fall under any export list item, this must be indicated with "AL: N"; if the goods fall under Annex IV to the Dual-Use Regulation (EC) No. 428/2009, this must also be indicated;
- the statistical commodity code according to the current commodity classification of the Foreign trade statistics, the HS (Harmonized System) code and the customs tariff number

(Combined Nomenclature – ‘CN code’, including TARIC code if available);

- the country of origin (non-preferential origin) and
- if requested by JOYSON: supplier declarations of preferential origin (for European suppliers) or certificates of preferences (for non-European countries).

In the event of changes to the origin, characteristics of the contractual products or services, or applicable foreign trade law, the Supplier must update the export control and foreign trade data immediately upon becoming aware of them and notify JOYSON in writing. Failure to notify JOYSON immediately shall be deemed to be an error in the export control and foreign trade data attributable to the Supplier.

### 13.4.3. Export documentation

At JOYSON's request, the Supplier must, in addition to the data specified in Section 13.5.2, enclose export documentation such as a commercial invoice, export declaration and declaration of origin with each delivery intended for a JOYSON plant located outside the EU.

### 13.4.4 Right of withdrawal

The supplier shall bear all expenses and damages incurred by JOYSON due to the lack or inaccuracy of export control and foreign trade data, unless the supplier is not responsible for this. Furthermore, such a lack or inaccuracy constitutes a right of withdrawal or a good cause for immediate termination.

### 13.5. Embargo List


Without prior regulatory approval, the supplier is not permitted to deliver products (including software and technical data) directly or indirectly to countries subject to a US/EU embargo, or to natural or legal persons in those countries, or to natural or legal persons on US, European, or national prohibition lists. The contract products (including software and technical data) may not contain or be used for any material, technology, or equipment originating from a company or country listed on a relevant embargo list.

### 13.6. Boycott regulations

The supplier's obligation under clauses 13.5 and 13.6 shall only apply to the extent that compliance with the respective embargo or the relevant regulation pursuant to Section 7 of the Foreign Trade Regulation and the so-called EU Blocking Regulation (EC) 2271/96 (last updated by Regulation (EU) 2018/1100 of June 6, 2018, in force since August 7, 2018) is permissible.

### 13.7. Liability


The supplier shall be liable to JOYSON and shall indemnify JOYSON against any liability, claims, losses, or damages of any kind arising from or in connection with any breach of the rules and regulations set forth in the supplier manual, unless the supplier is not responsible for the breach. In the event of a more than insignificant breach of the rules, regulations, and obligations set forth in this supplier manual, JOYSON shall be entitled to withdraw from the contract

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with the supplier or to terminate the contract extraordinarily with immediate effect and without notice, and to terminate the business relationship, unless the supplier is not responsible for the breach;


The supplier shall have no right to claim damages, reimbursement of expenses or compensation of any kind against JOYSON in the event of such withdrawal or termination or

Termination is not permitted and is expressly excluded.


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## 14. List of abbreviations

|         |   |
|---------|---|
| ADSp    | General German Freight Forwarder Terms and Conditions             |
| AEB     | General Purchasing Conditions of JOYSON                           |
| AEO     | Authorized Economic Operator                                      |
| AIAG    | Automotive Industry Action Group                                  |
| AktG    | Stock Corporation Act   |
| APQP    | Advanced Product Quality Planning                                 |
| BAM     | Federal Institute for Materials Research and Testing              |
| BER     | Business Escalation Review  |
| BM      | Special Features  |
| CBD     | Cost Breakdown  |
| CAD     | Computer-Aided Design   |
| CCL     | Commerce Control List   |
| CLP     | Classification, Labeling and Packaging of Substances and Mixtures |
| CQI     | Continuous Quality Improvement                                    |
| CS1     | Controlled Shipping Level 1                                       |
| CS2     | Controlled Shipping Level 2                                       |
| DAkks   | German Accreditation Body GmbH                                    |
| Dial-up | Remote data transmission  |
| ECCN    | Export Classification Number                                      |
| EMAS    | Eco-Management and Audit Scheme                                   |
| EMEA    | Europe Middle East Africa   |
| EMPB    | Initial sample test report  |
| SOP     | Start of Production   |
| EOP     | End of Production   |
| ELV     | End of Life Vehicles Directive                                    |
| FMEA    | Failure<br>Mode and Effects Analysis                              |
| GADSL   | Global Automotive Declarable Substance List                       |
| IATF    | International Automotive Task Force                               |
| IMDS    | International Material Data System                                |
| iPCMP   | iPoint Conflict Minerals Platform                                 |

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| ISIR        | Initial Sample Inspection Report In connection with   |
| CIP         | Continuous improvement process  |
| Mislabeling | Incorrect labeling of packages and containers   |
| MPA         | Mass Production Approval  |
| ODETTE      | delivery note data transmission according to Odette (Europe-wide format)                                    |
| OEM         | Original Equipment Manufacturer (here: automobile company)  |
| OHSAS       | Occupational Health and Safety Assessment Series<br>(= an occupational health and safety management system) |
| PLP         | Production Control Plan   |
| PPAP        | Production Part Approval Process<br>(sampling documents for a component)                                    |
| PPF         | Production process and product release  |
| PPM         | Parts per million   |
| PPÜ         | Periodic Product Review   |
| QP          | Quality Planning / Quality Planner  |
| REACH       | Registration, Evaluation, Authorization and Restriction of<br>Chemicals (= EU Chemicals Regulation)         |
| SQA         | Supplier Quality Assurance  |
| SVHC        | Substances of Very High Concern (= substances in connection with<br>REACH)                                  |
| UCC         | Union Customs Code  |
| VDA         | Association of the Automotive Industry  |
| VDA 4902    | VDA specification for goods attachments   |
| VDA 4905    | VDA specification for delivery schedules  |
| VDA 4913    | VDA specification for delivery note data transmission   |
| VDA 4915    | VDA specification for detailed call-offs  |
| AET         | Authorised Economic Operator  |

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