

A SUBSIDIARY OF INDUSTRIAL MANUFACTURING COMPANY

Supplier Quality Manual

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May 31, 2024

To All Suppliers:

Columbia Gear Corporation recognizes its responsibilities as a manufacturer to fully comply with all contractual provisions and governing regulatory specification requirements. Columbia Gear Corporation has developed a comprehensive quality system, which establishes controls throughout the entire manufacturing cycle from proposals and bids to end-item delivery. It also assures meeting quality objectives and minimizes the possibility of compromises that could affect product quality and reliability. The Quality System is complete and consistent with applicable codes, standards, safety requirements, and specifications including all requirements of the ISO 9001 & IATF 16949 Standards and Requirements.

Customers have expanded their vision in seeking new suppliers; being relatively near the customer, even in the same country is no longer a major concern when additional business is placed with an existing or new supplier. Columbia Gear acknowledges that customers have continued to increase their expectations of quality, cost and performance from the products they purchase. With the help of our valued suppliers, we feel confident that we will be able to meet and exceed their expectations. The Company realizes that we have not always provided clear and uniformed information of the expectations and requirements for our suppliers to understand how to meet our needs; therefore, this Supplier Quality Manual has been developed to help our suppliers understand our expectations.

Columbia Gear Corporation is committed to continuously improving its products and production processes to better satisfy the needs and expectations of its customers and deliver on time, defect-free products and services. Columbia Gear recognizes the need for suppliers who embrace our philosophy of high-quality parts that are delivered on time at competitive prices. We understand the importance that our suppliers have in our continued success and ask that you recognize the needs for complying with the requirements of this manual.

Sincerely,

Douglas Peterson Purchasing Manager

Douglas J Geterson

ISO 9001 & IATF 16949 Buyer and Supplier Requirements

Columbia Gear's Purchasing and Supplier Quality Documentation

1. Purchasing

1.1. Purchasing Process

- 1.1.1. Columbia Gear will ensure that purchased product and services conform to specified purchase requirements. The type and extent of control applied to the supplier/sub-contractor and the purchased product/service will be dependent upon the effect of the purchased product or service on subsequent product realization or the final product.
- 1.1.2. The Company will evaluate and select suppliers and/or sub-contractors based on their ability to supply products/services in accordance with the Columbia Gear's requirements. A criterion for selection, evaluation, and re-evaluation has been established. Records of the evaluations results and any necessary actions arising from the evaluations are maintained.

1.2. Regulatory Conformity

1.2.1. Columbia Gear will only purchase material and services that conform to applicable regulatory requirements.

1.3. Supplier Quality Management System Development

- 1.3.1. Columbia Gear will assist any supplier/sub-contractor pursuing conformity to ISO 9001 & IATF 16949 or registration. Company resources are limited; therefore, support will be prioritized based upon supplier's/sub-contractor's need and the requirements of Columbia Gear.
- 1.3.2. Columbia Gear requires suppliers of automotive products and services to develop, implement, and improve a quality management system (QMS) with the goal of eligible organizations becoming certified to IATF 16949.
 - 1.3.2.1. Unless authorized by the customer, a QMS certified to ISO 9001 is the initial minimum acceptable level of development. Based on current performance and the potential risk to the customer, the goal is to move suppliers through the following QMS development progression:
 - 1.3.2.1.1. Certification to ISO 9001 through third-party audits; unless otherwise specified by the customer, suppliers to the organization shall demonstrate conformity to ISO 9001 by maintaining a third-party certification issued by a certification body bearing the accreditation mark of a recognized IAF MLA (International Accreditation Forum Multilateral Recognition Arrangement) member and where the accreditation body's main scope includes management system certification to ISO/IEC 17021.

- 1.3.2.1.2. Certification to ISO 9001 with compliance to other customer-defined QMS requirements (such as Minimum Automotive Quality Management System Requirements for Sub-Tier Suppliers [MAQMSR] or equivalent) through second-party audits.
- 1.3.2.1.3. Certification to ISO 9001 with compliance to IATF 16949 through second-party audits.
- 1.3.2.1.4. Certification to 16949 through third-party audits (valid third-party certification of the supplier to IATF 16949 by an IATF-recognized certification body).
 - 1.3.2.1.4.1. The minimum acceptable level of QMS development may be compliance to ISO 9001 through second-party audits, if authorized by the customer.

1.4. Customer-Approved Sources

1.4.1. Where specified by contract with Columbia Gear's customers, the Company will purchase products; materials and/or services from the approved sources. Unless a customer contract implies differently, all requirements of IATF 16949, Section 8.4 will be applied. If stated sources fail to continually meet the purchasing requirements of Columbia Gear, the product, material and/or service is subject to re-sourcing.

2. Purchasing Information

- 2.1. The Company will provide appropriate purchasing information, which, depending upon the product or service being purchased, may include:
 - 2.1.1. Requirements for approval of product, procedures, processes, and equipment,
 - 2.1.2. Requirements for qualification of personnel (where applicable and appropriate),
 - 2.1.3. Quality Management System Requirements.
- 2.2. It is the Supplier or Sub-Contractor's responsibility to identify and notify Columbia Gear if the Company does not provide complete information required for them to manufacture or produce the products or provide services to Columbia Gear's requirements.
- 2.3. The Supplier or Sub-Contractor acknowledges acceptance of providing Columbia Gear with the product or service to requirements upon acceptance of our Purchase Order.

3. Verification of Purchased Product

- 3.1. Purchasing and Quality Assurance shall describe the required product verification for all suppliers based upon the requirements for the product or service and the supplier's/sub-contractor's capability, history, and supplier on-site survey.
- 3.2. The only time the Company shall sub-contract inspection activities is for requirements that Columbia Gear is not capable of performing. These inspection activities shall be in accordance with customer and company requirements.

- 3.3. If the Company is not capable of performing verification and cannot locate a third party that can perform the verification, Columbia Gear is responsible for obtaining agreement from the customer on another method of verification.
- 3.4. Columbia Gear Corporation and its customers retain the right to verify that the product conforms to specified requirements at the Supplier/Sub-contractor's premises. That such verification is not evidence of effective control of quality and should not be perceived as such by the Supplier/Sub-contractor. That customer verification does not absolve the Supplier/Sub-contractor of the responsibility to provide acceptable product, nor does it preclude subsequent rejection by the customer.

4. Incoming Product Quality

- 4.1. Columbia Gear will utilize one, or a combination, of the following methods to assure the quality of purchased products:
 - 4.1.1. Receipt and evaluation of requested statistical or documented information provided by the supplier.
 - 4.1.2. Receiving inspection and/or testing of samples.
 - 4.1.3. Supplier history on quality and delivery, or third part assessment (normally this is used only when required by the customer), on-site audits.
 - 4.1.4. Part evaluation by a laboratory.
 - 4.1.5. Another method agreed upon with the customer.

5. Supplier/Sub-Contractor Monitoring

- 5.1. Columbia Gear has established a Supplier Quality Monitor and Rating System that will be monitored using the following indicators:
 - 5.1.1. Scrap PPM
 - 5.1.2. Customer disruptions at the receiving plant, including yard holds and stop ships.
 - 5.1.3. On-time delivery to Columbia Gear request date and supplier promise date.
- 5.2. If provided by the customer, Columbia Gear will also monitor the following as appropriate:
 - 5.2.1. Special status customer notifications related to quality or delivery issues.
 - 5.2.2. Dealer returns, warranty, field actions, and recalls.
- 5.3. Columbia Gear purchasing personnel may also provide the supplier with evidence of:
 - 5.3.1. Disruptions to our production schedule. This includes rework, sorting, etc.

- 5.3.2. Delivery schedule performance (including the incidents of using premium freight). Columbia Gear recognizes its responsibility in providing our supplier with a schedule that allows them to meet the standard of 100% on-time delivery,
- 5.3.3. Supplier communications, how well the supplier keeps the Company notified of the status that may affect quality or delivery.

6. Supplier/Sub-Contractor Selection/Approval

- 6.1. Columbia Gear will utilize an "Approved Supplier/Sub-Contractors List" to identify the supplier of products or services for the Company. If a supplier or sub-contractor cannot be identified from the "Approved Supplier/Sub-Contractors List" for a required product or service, Quality Assurance, Maintenance, Manufacturing Engineering or Purchasing may request or suggest the use of a potential supplier or sub-contractor.
- 6.2. When the Company receives the order that includes the quotation for material or services, the supplier(s) is evaluated and selected based on their ability to meet requirements, which include the following criteria. The buyer shall ensure the following has been evaluated and documented:
 - 6.2.1. An assessment of selected supplier's risk to product conformity and uninterrupted supply of product to customers.
 - 6.2.2. Relevant quality and delivery performance (PPM & OTD).
 - 6.2.3. An evaluation of the supplier's quality management system.
 - 6.2.4. Multidisciplinary decision making.
 - 6.2.5. An assessment of software development capabilities (if applicable).
- 6.3. Other criteria that may be considered:
 - 6.3.1. Volume of automotive business (absolute and as a percentage of total business).
 - 6.3.2. Financial stability.
 - 6.3.3. Purchased product, material, or service complexity.
 - 6.3.4. Required technology (product or process).
 - 6.3.5. Adequacy of available resources (e.g., people, infrastructure).
 - 6.3.6. Design and development capabilities (including project management).
 - 6.3.7. Manufacturing capability.
 - 6.3.8. Change management process.
 - 6.3.9. Business continuity planning (e.g., disaster preparedness, contingency planning).

- 6.3.10. Logistics process.
- 6.3.11. Customer service.
- 6.3.12. A Quality Assurance department.
- 6.3.13. A Quality Assurance manual.
- 6.3.14. Final Inspection and a statistically valid sampling plan.
- 6.3.15. In process controls inspection/test.
- 6.3.16. A unique product or service.
- 6.3.17. Price that is below or equal to standard.
- 6.3.18. Process and/or equipment reviews (as pertinent, Buyer may research as required)
- 6.3.19. Proximity to the plant and standard lead times.
- 6.4. The suppliers/sub-contractors selected on the above basis at the direction of the Quality or Purchasing Manager may be coded as a "Conditionally Approved" supplier in the Company's database. These suppliers/sub-contractors may be required to complete a "Supplier Self Audit" and, at the option of the Quality and Purchasing Managers, may require an "On-Site Audit."

7. Supplier/Sub-Contractor Self Audit

7.1. Each Supplier/Sub-Contractor is asked to be completely honest in completing the "Supplier Self Audit," since it will become the document that will be used to start or, in some cases, continue your partnership with Columbia Gear Corporation. The buyer will provide the Supplier Self Audit Form CG1889-xx (latest revision) and maintain records of the audits.

8. Supplier/Sub-Contractor Second Party (On-Site) Audit

- 8.1. Second party audits shall be performed based on a risk analysis of our suppliers. The analysis includes but is not limited to product safety/regulatory requirements, performance history, and QMS certification level. The need, type, frequency, and scope of second-party audits may change based on this analysis. The analysis shall be maintained and documented by purchasing personnel, other departments may be involved with the analysis as needed, such as quality, engineering, etc.
- 8.2. Form CG1890-xx (latest revision) shall be used for the second party audits. Purchasing shall retain records of the second party audits.
- 8.3. Second-party audits may be used for the following:
 - 8.3.1. Supplier Risk Assessment
 - 8.3.2. Supplier Monitoring
 - 8.3.3. Product or Process Audits
 - 8.3.4. Supplier QMS development

9. Supplier Evaluations and Reports

- 9.1. Columbia Gear utilizes a two-part supplier evaluations system for all suppliers and sub-contractors. The two parts are on-time delivery and quality. The on-time delivery percentage is determined by comparing the supplier's promise date to the actual date of receipt. A receipt is considered on time, when received within three days early and zero days after the supplier's promised delivery date. The Quality rating is determined by comparing the number of parts received to the number of nonconforming scrap parts for a time period. On time delivery comprises 40% and quality 60% of the supplier's overall rating.
- 9.2. Supplier rating:

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9.1.1. >95 Points = "KEY"

9.1.2. >85, <95 Points = "PREFERRED"

9.1.3. <75, >85 Points = "ACCEPTABLE"

9.1.4. <75 Points = "Unacceptable"
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- 9.3. Purchasing and Quality Management monitor the performance of suppliers. Listed below are the guidelines Columbia Gear follow to determine appropriate actions taken with suppliers performing less than acceptable on time delivery and PPM measurements.
- 9.4. A team consisting of Purchasing and Quality manager and other key Columbia Gear personnel meet once monthly to discuss the prior month's supplier performances.
- 9.5. New non-conformances on individual parts are discussed and determination is made whether to request a corrective action. Supplier submitted corrective actions are reviewed and a determination is made whether to accept or reject it.
- 9.6. Overall supplier performances of on time delivery and PPM measurements are discussed the first week of each new month.
- 9.7. Although acceptable performances are desired by all of Columbia Gear's suppliers, actions taken on poor performance will be directed at suppliers with purchases over \$100K per year. Suppliers generating less than this amount will be reviewed and may result in actions to improve poor performances.
- 9.8. The on-time delivery goal for all Columbia Gear suppliers is 100%. Suppliers with three consecutive months of delivery less than 75% may be asked to submit a corrective action plan on delivery improvement.
- 9.9. Suppliers with PPM levels for three consecutive months at unacceptable levels may be asked to participate in formal Quality Meetings to improve their performance. PPM levels are based on the supplier type as indicated:
 - 9.9.1. >3,500PPM Forgings, Heat Treat, Weldments.

- 9.9.2. >9,500PPM Castings.
- 9.9.3. >2,500PPM Steel, Plating, Paint, Outside Machining, Purchased Parts, Seals and Bearings.
- 9.10. If a supplier's rating for the past twelve months is unacceptable, the Buyer may place such suppliers into a "Probationary" category and no quotes are placed with this supplier until acceptable corrective action has occurred.
- 9.11. Columbia Gear will continuously monitor our supplier's performance monthly. Performance scores can be forwarded to suppliers at any time. Columbia Gear's "Supplier Quality Manual" can be viewed or downloaded from our website at www.columbiagear.com.

SUPPLIER/SUB-CONTRACTOR RESPONSIBILITIES

10. Requests for Quote, Purchase Order Review and Acceptance

- 10.1. It is the responsibility of all suppliers and sub-contractors to review Columbia Gear's "Request for Quotation" (RFQ) and to clarify or obtain any additional required information for a proper response to the RFQ.
- 10.2. It is the Supplier and Sub-contractor's final responsibility for validating that their quotation complies with the Purchase Order requirements or resolving any differences before accepting the order.
- 10.3. To ensure an accurate supplier database, suppliers will inform Columbia Gear of any changes due to mergers, acquisition, affiliations or subcontracting/outsourcing affecting the Supplier's operations.
- 10.4. Columbia Gear Corporation will consider the Supplier or Sub-Contractor bound by our purchase order's terms, conditions, and requirements of the order, unless otherwise indicated, when it accepts this order, or when it delivers to Columbia Gear any of the goods ordered or renders for Columbia Gear any of the services ordered.
- 10.5. Columbia Gear's purchase orders expressly limits acceptance to the terms and conditions stated by Columbia Gear, and any additional or different terms proposed by the Supplier or Sub-Contractor are rejected unless expressly assented to in writing by Columbia Gear's buyer. Columbia Gear purchase orders direct suppliers to review the terms and conditions on its website at www.columbiagear.com.

11. Non-Conformances – How are they handled?

11.1. Columbia Gear's Purchasing Department shall supply the corrective action requests to suppliers of non-conforming material or services. Columbia Gear's Purchasing Department shall be responsible for maintaining a list of all outstanding Corrective Action Requests and provide follow-up contact to the appropriate suppliers. Upon receipt of a Corrective Action from a supplier/sub-contractor, Purchasing will forward it to Quality Assurance for analysis and acceptance or rejection.

- 11.2. The decision for NOT requiring corrective action will be based upon the decisions of Columbia Gear's Quality and Purchasing departments and Columbia Gear's customer's requirements.
- 11.3. Corrective Action can be required at any time; it is usually based upon the type and severity of the problem. When Corrective Action is requested, the supplier will have 10 working days to provide their response to the cause of the non-conformance and planned action. Containment shall be completed within 2 business days.
- 11.4. Columbia Gear may notify the supplier of the non-conformance via telephone, email, or fax. Request for Corrective Action will be on Columbia Gear's Corrective Action form and it is requested this form be used to respond with the cause and Corrective Action but supplier's form will be accepted when attached to Columbia Gear's form.
- 11.5. Corrective action can be waived upon agreement of Columbia Gear's Purchasing and Quality Managers. If the managers cannot reach an agreement, the Vice Presidents of Quality and Manufacturing will make the decision.

12. Rework of Supplier or Sub-Contractor Product

- 12.1. It is the preference of Columbia Gear that all suppliers perform any rework on the products provided to our Company. Because of the Company's commitment to our customers, time is not always available to permit the suppliers or sub-contractors to perform the rework.
- 12.2. Suppliers and Sub-Contractors that provide a "Special Process" to Columbia Gear, such as chemical etching, plating, heat treating, physical/chemical vibratory, welding, NDT etc. are **NOT** to rework parts **WITHOUT WRITTEN** approval from Columbia Gear.
- 12.3. The Company retains the option to rework enough parts to fulfill our customer's immediate requirements or our legal commitment to our customer. The cost incurred by Columbia Gear in doing the rework will be charged back to the supplier/sub-contractor.
- 12.4. The decision to rework supplier or sub-contractor parts will ONLY be made by Production Control, Manufacturing Engineering and Purchasing.

13. Repair by a Supplier or Sub-Contractor.

13.1. Repair of any material or product provided to Columbia Gear by any Supplier or Sub-Contractor is **NOT PERMITTED. Example, no weld repair on any material.**

14. Customer Notification

14.1. A supplier shall request written approval from Columbia Gear before making changes to a specification or process for supplied products or services. Any changes that may impact safety, fit, form, function, performance, durability, or appearance fall into this category.

15. Scrap of Supplier or Sub-Contractor Product

- 15.1. Product from a supplier or sub-contractor that is deemed by Quality and/or Manufacturing Engineering not re-workable will be classified as scrap and Purchasing will notify the supplier/sub-contractor. As appropriate, the supplier or sub-contractor will work with the Columbia Gear buyer to decide, if they want the product returned to their company at their expense or discarded at Columbia Gear.
 - 15.1.1. Columbia Gear reserves the right to debit the supplier and discard the material for failing to respond after 10 business days.
- 15.2. Suppliers may be debited the cost of the scrapped product at the point of rejection.
- 15.3. Sub-contractors may be debited on a basis depending on the type of the failure causing the scrap and upon individual agreements with the individual sub-contractor.
- 15.4. Any additional costs incurred by Columbia Gear in expediting replacement parts may be charged to the supplier or sub-contractor causing the original parts to be scrapped.

16. Terms and Conditions

16.1. It is the responsibility of all suppliers and sub-contractors providing materials, products and/or services to Columbia Gear to understand and comply with the Company's "Terms and Conditions." Columbia Gear's Terms and Conditions can be downloaded on our website at www.columbiagear.com.

GLOSSARY

Term	Definition
Approved Material	Approved Material are materials governed either by industry standard specifications (i.e. SAE, ASTM, DIN, ISO) or by customer specifications
Assessment	An evaluation process including a document review, an on-site audit and an analysis and report. The Company may also include the supplier's self-audit, internal audit results, and other materials in the assessment.
Audit	An on-site verification activity based upon a sample used to determine the effective implementation of a supplier's documented quality system.
Benchmarking	A technique used to determine "BEST" practices for a particular process or product.
Calibration	A set of operations that compare values taken from a piece of inspection, measuring and test equipment or a gauge to a known standard under specified conditions.
Capability	Capability is the ability of an organization, system, or process to realize a product that fulfills the requirements for that product and the total range of inherent variation in a stable process. It is determined using data from control charts. The control charts shall indicate stability before capability calculations can be made. Histograms are to be used to examine the distribution pattern of individual values and verify a normal distribution; the indices Cp and Cpk can be calculated. If analysis indicates a non-normal distribution, advance statistical tools, such as PPM analysis, will be required to determine capability. If control charts show the process to be non-stable, the index Ppk can be calculated.
Control Plans	Control Plans are written descriptions of the systems for controlling parts and processes. They are written by suppliers to address the important characteristics and engineering requirements of the product. Each part shall have a Control Plan, but in many cases, "family" Control Plans can cover several parts produced using a common process.

Term	Definition
Corrective Action	Action taken to eliminate the causes of an existing nonconformity or other undesirable situation to prevent recurrence.
Corrective Action Plan	A Corrective Action Plan is a document specifying actions to be implemented for correcting a process or part quality issue, with responsibilities and target dates assigned.
Delivery Date (Supplier Promise Date)	Columbia Gear views the Delivery Date and the Supplier Promise Date as the same thing. The Delivery Date is the calendar date that the material or product must be received at Columbia Gear.
Documentation	Material (typically paper or electronic) defining the process to be followed (i.e. quality manual, procedures, work instructions, drawings, or specifications).
Failure Mode and Effects Analysis (FMEA)	A systematized group of activities intended to: 1) recognize and evaluate the potential failure of a product/process and its effects, 2) identify actions that could eliminate or reduce the chance of the potential failure occurring, and 3) document the process.
Geometric Dimensioning & Tolerancing (GD&T)	Geometric Dimensioning and Tolerancing is a set of rules and standard symbols used to define part features and relationships on an engineering drawing. GD&T depicts the geometric relationship of part features, allowing the maximum tolerance, which permits full function of the product.
Inspection	Inspection is the conformity evaluation by observation and judgment accompanied as appropriate by measurement testing or gauging.
Layout Inspection	Layout Inspection is the complete measurement of all part dimensions shown on the design record. A layout inspection may be required on some parts because of the relationship between features or the relationship of some part dimensions to dimensions of other parts.

Mistake Proofing	The use of process or design features to prevent manufacture of nonconforming product.
Nonconformance	Nonconformance is product or material, which does not conform to the customer's
	requirements or specifications.
Nonconformity	Nonconformity is a process, which does not conform to a quality system requirement.
Parts Per Million (PPM)	PPM is a method of stating the performance of a process in terms of actual
	nonconforming material. PPM data can be used to prioritize corrective actions.
Preventive Action	Action taken to eliminate the causes of a potential nonconformity or other undesirable
	situation to prevent occurrence.
Problem Solving	A disciplined process to analyze problems to determine and eliminate root causes.
	Customer-specific requirements include Chrysler's 7 Step Process, Ford's 8-D, and
	General Motors' PR&R (GP-5).
Procedures and Work	Documented processes that are normally used when work affects more than one
Instructions	operator, function, or department of an organization.
Process Flow Diagram (chart)	A depiction of the flow of materials through the process, including rework operations.
Quality Manual	Quality Manual is the supplier's document that describes the elements of the quality
,	system used to assure customer requirements, needs, and expectations are met.
Quality Plan	A document setting the specific quality practices, resources, and sequence of activities
	relevant to a particular product or contract.
Quality Improvement	Quality Improvement Planning is a structured documented process that defines what the
Planning	supplier is going to focus their resources and efforts on to improve their process and
	products to assure improved service and product quality to their customers.

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Quality Records	Quality Records are the documented evidence that the supplier's processes were executed according to the quality system documentation and records results.
Reaction Plan	A Reaction Plan is the action specified by a Control Plan, or other quality system documentation, to be initiated when nonconforming product or process instability is identified.
Repair	Action taken on nonconforming product so that the product will fulfill the intended usage although the product may not conform to the original requirements. REPAIR IS NOT ALLOWED ON ANY MATERIAL OR PRODUCT PROVIDED TO COLUMBIA GEAR CORPORATION
Rework	Action taken on nonconforming product so that it will meet the specified requirements.
Statistical Process Control	The use of statistical techniques such as control charts to analyze a process or its outputs to take appropriate actions to achieve and maintain a state of statistical control and to improve the process capability.
Subcontractors	Subcontractors are defined as providers of production materials, or production processes or services; this includes providers of heat-treating, machining, inspection, painting, plating, or other finishing services.
Suppliers	Suppliers are defined as providers of: 1) production materials, 2) production parts, 3) miscellaneous tooling, fixtures, and supplies.
Validation	Confirmation by examination and provision of objective evidence that the requirements for a specific intended use are fulfilled.
Verification	Confirmation by examination and provision of objective evidence that specified requirements have been fulfilled.