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ODL SUPPLIER MANUAL

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1.0 - Introduction

It is the policy of ODL to achieve a clear and competitive advantage through continuous improvement in quality, delivery, service, and cost both through internal activities as well as from our supporting supply chain partners. We support all measures that eliminate the creation of defects, detect and isolate defects if they arise, and create conditions that prevent the escape of these defects on to ODL.

It is the vision of ODL that our suppliers shall:

- *Do things right the first time* by planning, preparing, and being trained to supply quality products and services.
- *Do it right every time* by assuring consistent quality products and services through addressing all concerns and risks.
- *Continuously improve* by proactively improving the quality and value of products and services.
- *Develop a mutually beneficial relationship with ODL* by working together to mitigate risk, having common goals and expectations, focused on identifying and solving problems together, and maintaining open channels of communication.

2.0 - Purpose

The purpose of this manual is to provide definition for our current and potential new suppliers around the expectations and requirements that are the foundation of a long-term mutually beneficial and profitable relationship. The intent is to mitigate risk within our interactions. Our hope is that this manual will provide the processes and tools that will identify opportunities for improvement, provide paths to resolution and encourage effective communication between both parties.

Suppliers to ODL are expected to implement and maintain a robust Quality Management System which promotes defect free products through prevention, monitoring and continuous improvement. All expectations and requirements are intended to assure safe, reliable products from Suppliers, which meet our customers' expectations for quality, delivery, and price.

We are committed to working with our suppliers to assist in meeting this intent and to provide for continuous improvement, emphasizing defect prevention and waste reduction in the supply chain.

ODL will assess each supplier's ability to comply with the requirements contained in this manual. We will also understand perceived risk which may include on-site or remote auditing.



ODL expects all suppliers to acknowledge and comply with the requirements contained in this manual. Suppliers will respond to the Sign off Documentation located at the end of the Supplier Manual and submit it to Corporate Supplier Quality via e-mail to SQA@odl.com. Additionally, your assigned Purchasing Buyer will require this information.

3.0 – Scope

This manual applies to all external direct material/service suppliers (Tier 1), including sub-suppliers (Tier 2).

4.0 – Definitions and Abbreviations

- AAR - Part approval and appearance
- AIAG - Automotive Industrial Action Group
- APQP - Advanced Product Quality Planning
- ASN - Advanced Shipping Notification
- CC - Critical Characteristic
- CI - Continuous Improvement
- COO - Certificate of Origin
- DFMEA – Design Failure Mode & Effects Analysis
- FMEA - Failure Mode & Effects Analysis
- GP12 - Safe Launch process
- IMDS - International Material Data System
- HTS - Harmonized Tariff Schedule
- KC - Key Characteristic
- MSA - Measurement System Analysis
- ODL – ODL, Inc. and associated Operations
- PO - Purchase Order
- PFMEA - Process Failure Mode & Effects Analysis
- PPAP - Production Part Approval Process
- PSO - Process Sign-Off
- PTC - Pass Through Characteristic
- QMS – Quality Management System
- RPN - Risk Priority Number (*as developed in the PFMEA and/or DFMEA*)
- RFQ - Request for Quotation
- SC - Significant Characteristic
- SCAR - Supplier Corrective Action Request
- SDS - Safety Data Sheet (*formerly referred to as MSDS*)



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- SPC - Statistical Process Control
- SQN - Supplier Quality Notice
- Sub-Contractor/Supplier - Tier 2 to ODL, Inc.
- Supplier - Tier 1 to ODL Inc.
- 8D - 8 Discipline problem resolution report

5.0 - Business Philosophy

ODL's business philosophy and operational principles are based on a "win-win" ideology and team approach in all levels of our activities.

ODL is committed to operational excellence in every step of the value stream. We believe in following the "Principles of Lean Manufacturing", utilizing "5S – Visual Factory" and following a systematic approach to problem solving. Each manufacturing entity strives for excellence in adhering to fundamental process basics in areas of Safety, Quality, Delivery, Value, Human Development and being good stewards of the environment. ODL values and welcomes every supplier who is utilizing similar sound operational practices.

At ODL, we are committed to our ultimate goal of providing best-in-class products for the global market. To achieve this goal, we strive to reduce the number of incidents and defects to our customers. We recognize the significant role our suppliers play in meeting this goal. ODL selects and promotes suppliers who can continuously improve their capabilities in meeting our expectations to strive for excellence.

5.1 - Code of Conduct

Suppliers shall ensure operations are being performed in a manner that is appropriate, as it applies to their ethical, legal, environmental, and social responsibilities. Below is a listing of the basic requirements:

- **Compliance with Local Laws and Regulations** - Suppliers must adhere to the laws and regulations in the locality in which they reside. This includes all local, state, and federal laws/regulations in the country of origin.
- **Compliance with Environmental, Health, and Safety Laws** - The Supplier must maintain and operate its manufacturing/production facilities and processes in accordance with local, state, and federal laws/regulations in the country of origin. At no time shall any employee of ODL, Inc. and its subsidiaries be exposed to hazardous materials or unsafe conditions regarding supplier shipments to an ODL location, or while visiting a supplier's location. For items with inherent hazards, safety notices must be clearly visible. As applicable, documented safety handling and protection information must be provided.



- **Product Safety** - In all instances where a product is manufactured to a new design, for a new system, or for a new application, it is important that supplier and ODL allocate responsibility for assuring that all performance, endurance, maintenance, safety and warning requirements are met. It is preferred that this allocation of responsibility be documented in writing.
- **Non-Discrimination** - Suppliers shall not discriminate against race, color, sex, religion, age, physical disability, political affiliation, or other defining characteristics as prohibited by local, state, and federal laws/regulations in the country of origin.
- **Child Labor** – Supplier shall employ workers of minimum legal age in accordance with local, state, and federal laws/regulations in the country of origin. Child labor laws must be followed.
- **Forced/Indentured Labor** – Suppliers shall not practice the use of forced or indentured labor.
- **Work Hours/Days** – Suppliers shall not exceed the daily and weekly working hours as permitted by local, state, and federal laws/regulations in the country of origin.
- **Wages and Benefits** – Suppliers shall compensate workers in accordance with local, state, and federal laws/regulations in the country of origin. This includes minimum legal wage, overtime wages, and benefits (required by law)
- **Ethics** - Evidence of corruption, bribes, improper advantage, or any other form of illegal practice by the supplier or associated operations shall be grounds for terminating all contractual agreements with ODL.
- **Code of Conduct and Policy Enforcement** - This policy applies to suppliers and their sub-tier sources. It is the responsibility of the supplier to verify and monitor compliance of this code at their operations and sub-tier source operations.
- **Confidentiality** - Supplier shall ensure the confidentiality and protection of ODL products and projects under development, and related product information, and intellectual property shared during the working relationship.

6.0 – Quality Management System

6.1 - General Requirements

A robust Quality Management System (QMS) is an initial base requirement to become an ODL Supplier and needs to be maintained throughout our business relationship. It is our expectation the Supplier adopt continuous improvement practices in their organization. This should be in the form of annual continuous improvement plans documented and approved by upper management. These plans should provide details such as specific goals, action plans, implementation dates and identify the personnel responsible for each. The status of the plans should be reviewed with management at regular frequencies. As required, ODL may ask to review these plans and actions.



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In keeping with a continuous improvement philosophy, ODL expects suppliers to adopt a visual Business Operating System (BOS), which involves all employees in driving continuous improvement activities throughout the organization. It is expected that this measurement based continuous improvement methodology be utilized to prioritize and focus company resources on the most important aspects of the business such as safety, quality, delivery, cost, human development, and environmental stewardship.

ODL recognizes that adopting Lean Manufacturing Principles is an inherently more cost-effective method of managing a business. Suppliers are encouraged to adopt these principles throughout the entire company. Successful programs include overview training of these principles to all employees, shop floor focused, customer focused, measurable, success evaluated against predicted results, communicating results to all employees, and cascading the expectations to tier 2 suppliers. To be most effective, your teams must create a structure of coaching that supports problem solving and have a point person that manages this process.

ODL prefers and encourages suppliers, at a minimum, to comply with ISO and/or IATF quality standards. Suppliers are expected to implement, maintain, and improve their compliance to these specifications with the objective of achieving zero defects, driving out waste, reducing variation and continually striving to improve product quality and delivery.

ODL will accept suppliers registered to ISO9001:2015 or IATF with the ability to meet AIAG latest edition manuals of Core Tools (APQP, PPAP, FMEA, MSA, and SPC).

Certificates are to be provided to the individual plants placing orders with the individual suppliers and updated as required.

Calibration and Testing Service Suppliers are encouraged by ODL to be certified to ISO/IEC 17025 by an accredited third-party certification body or approved in writing by the OEM.

In the event of changes to the quality management system certification status, the ODL Purchasing Department is to be notified within five business days.

7.0 – Supply Chain Management

7.1 – Supplier Selection

To be awarded business from ODL, potential new and current suppliers are required to enter a competitive bidding process to provide the best value to ODL. When it becomes evident that there is a strong technical and commercial match with the potential new supplier, a more in-depth analysis will then be performed to determine the potential supplier's ability to meet ODL's



requirements for quality, delivery, responsiveness, technology, and cost. An on-site or remote audit may be conducted to confirm the potential supplier's capability and capacity to meet the requirements.

Supplier candidates will be requested to complete several ODL commercial supplier set-up forms as noted in section 7.3. Once completed, the forms are to be submitted, along with copies of quality system certification to the appropriate buyer and/or supplier quality engineer.

7.2 - Supplier Qualification & Approval

Once selected to fulfill a specific supply need for ODL, prospective suppliers will go through a comprehensive qualification process that is part of the ODL Supplier Qualification & Development program (OSQD). This process will involve supplier interaction with and input from Purchasing, Engineering, Quality Assurance, Supply Chain / Planning and Corporate Supplier Quality. The ODL New Supplier Qualification Process (OSQD APPROVE) is comprised of six (6) successive phases that each serve to guide the team through a specific set of activities and tools:

1. **SEARCH** – Pre-qualification activities to guide ODL in its efforts to identify valid sources that can potentially our supply needs for specific materials or components. This phase may involve establishing Non-Disclosure agreements with supply candidates.
2. **INITIATE** – Official launch of the qualification for a prospective supply candidate. Informational forms are completed by the candidate(s) and ODL communicates our basic supplier expectations. High level financial status is sought via D&B.
3. **GATHER** – More comprehensive and detailed information is shared both ways between multiple disciplines of ODL and supplier candidate(s). Initial pricing quotations are assembled. A full Quality Systems Self-Assessment is completed by the supplier, along with documented evidence provided to ODL.
4. **VERIFY** – ODL conducts a full Quality Systems Audit of the supplier. Detailed technical and process information is documented by the supplier through PPAP. Manufacturing trials may take place. Supply agreement established. New supplier AP & ERP setup.
5. **ENACT** – Supplier produces and ODL receives and inspects initial shipments. Quality and delivery outcomes are evaluated. Supplier Development plan is initiated, as necessary. Long-term commercial agreement with supplier is finalized.
6. **FINALIZE** – Evaluate any process control or other statistical data provided by the supplier. Internal look back on lessons learned. Qualification process adjustments proposed. Enter long-term Maintenance / Monitoring mode with supplier.



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All ODL sourcing will be done from those suppliers / manufacturing locations listed on the Approved Supplier List that remain in good performance standing. An ongoing performance monitoring and evaluation process is conducted to ensure that all suppliers continue to meet ODL's expectations for cost, quality, delivery, responsiveness, their ability to stay current with technology.

The OSQD APPROVE process pertains primarily to Tier One (direct) suppliers to ODL. However, on a case-by-case basis, Tier Two (indirect) suppliers may be required to complete all or some of the qualification steps in the case of a significant contribution to the supply chain.

The ODL buyer will notify the qualified supplier of a new business award by issuing a Purchase Order for the program. In special circumstances, a supply agreement may be issued and can only be issued by the ODL Corporate Purchasing Department. The supplier will submit a completed PPAP based on Purchase Order acceptance. Other discretionary requirements will be clearly identified as a condition of the Purchase Order.

7.3 – Required Forms

- Confidentiality and Mutual Non-Disclosure Agreement (FCOR-003)
- Advanced Sourcing Feasibility Assessment (FPUR-007)
- ODL Supplier Evaluation Questionnaire (FPUR-008)
- ODL Supplier Competency Appraisal (FPUR-005)
- ODL Purchase Order Terms and Conditions (FPUR-010)
- Supplier Manual Acknowledgement Form (*16.0 Appendix of this document*)
- ODL, Inc. and Subsidiaries Material Pricing Agreement (U.S. only)
- ODL Credit reference form
- WR-VDO References
- US Dollar ACH Supplier Enrollment Form (U.S. only)
- W9 Form (U.S. Only)
- Canada Eng. – French Supplier Information Form (Canada only)
- Canadian Dollar ACH Enrollment Form (Canada only)
- Canada W8 form (Canada only)
- Inventory Responsibility and Inventory Addendum
- Business Reviews
 - Supplier Quantitative Performance
 - Supplier Potential Assessment



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7.4 - Supplier Development Program

ODL will prioritize supplier development based on the performance results, associated risks, and criticality of the products and components to the ODL business. Suppliers selected for development activities will be informed by Quality and/or Purchasing personnel. It is the objective of the Quality, Purchasing, Operations, and Supply Chain teams at ODL to foster a deeper partnership with our key suppliers, which leads to mutually beneficial outcomes.

Supplier Development plans may consist of a request for more comprehensive corrective action, periodic progress update meetings, on-site or remote audits by ODL Quality personnel as well as on-site and/or remote support of quality systems improvements. They may also involve Lean Manufacturing topics such as 5S, visual workplace, process error-proofing, six-sigma data analysis, and various forms of team-oriented problem solving.

ODL has high expectations of all suppliers and will seek to work closely with suppliers that demonstrate a strong commitment to quality performance improvement, lean implementation, cost savings and overall continuous improvement. We encourage a close business partnership that cooperatively supports a scientific, common-sense approach to problem solving.

7.5 – Supplier Performance Evaluation

Supplier performance is evaluated continuously and reported monthly based on the following criteria:

- PPM Defects (Quality) – [# of pieces defective / # of pieces received] * 1,000,000.
- % On-Time (Delivery) – % of shipments received no more than 2 working days late.
- % GOOD RECEIPT (Correct Quantity [$\pm 8\%$ of *P.O. Qty*] & Received On-Time)
- Cost Savings Activity

ODL will communicate supplier performance concerns directly to suppliers, as needed.

8.0 – Product/Process Development Requirements

8.1 – General

ODL requires all suppliers of production, service, and prototype parts to follow the guidelines provided in the AIAG Core Tools manuals or equivalent. (PPAP, APQP, MSA, PFMEA, SPC). We require design and print reviews to ensure expectations meet commitments.



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At the launch of any new programs or the changeover of existing parts of the supplier's product and process, development practices are expected to follow the elements as defined in the AIAG APQP (Advanced Product Quality Planning) manual. On any changeover of existing parts, suppliers are required to do a detailed review of existing parts to fully understand the quality, appearance, and functionality of the part(s).

When customer directed suppliers are required to be used, the same level of control is practiced as would be expected of the regular supply base.

The supplier shall plan and develop quality systems and manufacturing processes required for product acceptance (PPAP) based on their quote and ODL's program timing. Each supplier shall develop a quality plan that promotes Continuous Improvement (CI) in all activities such as quality, delivery, cost, design, and development where appropriate. Documentation providing evidence of adherence to this plan shall be made available to the Buyer/SQA upon request.

8.2 - Program Development

At the time of any new job award or the changeover of existing parts, a pre-award review will be held with the supplier's multi-disciplinary APQP team prior to the release of a Purchase Order for materials, products or services related to production. The intent of the meeting will be to ensure the supplier has a thorough understanding of the requirements and expectations of the job in addition to ODL understanding the supplier's capabilities, program risks and limitations.

A robust APQP process or equivalent launch process with strong communication within the supplier's organization and with ODL personnel is necessary to ensure all timelines, specifications and costs are met. Suppliers may be required to attend and support APQP meetings at ODL or at the end customer's facilities.

Documentation as evidence of adherence to the plan and progress of the program shall be made available to ODL personnel upon request. Suppliers are responsible for sub-supplier's program activities and to ensure the relevant documentation is available to support all APQP activities and the PPAP approval process.

Suppliers are encouraged to have an effective continuous improvement process that improves overall quality and reduces the risk of creating and passing on defects.

All production part sample submissions shall include all requirements listed in the PPAP request. Any deviations from these requirements shall only be authorized by ODL Supplier Quality Assurance. The need for an Appearance Approval Report and other discretionary requirements will be clearly identified as a condition within the PPAP.



All PPAP submissions are to be made using electronic media.

8.3 - Special Characteristics (*as defined on ODL drawings*)

(Ref. ODL Drawing Standards Manual) (<https://www.odl.com/suppliers>)

M's and C's

Critical Characteristic “M” is used to identify product or process characteristics and/or features that are significant to fit, function, safety, and/or appearance. Critical Characteristics must exhibit the ability to meet requirements and/or tolerances and have sufficient ongoing control methods noted on control documents (including Control Plans, operator work instructions, process setup or monitoring instructions, data collection forms, etc.).

The following are examples of control methods for “M” characteristics, but are not limited to:

- In line process controls (process setup and monitoring)
- Certifications to material specifications
- Control of packaging methods
- Outgoing inspection/verification for Characteristic
- Features or dimensions defined by ODL.

Control Dimensions “C” is used to identify a product feature dimension that is critical to fit, function, safety, and/or appearance and requires reduced variation and increased confidence in the dimension and its tolerances. Control Dimensions must show an initial Cpk of 1.33 or higher (when variable gauging is available), have ongoing control methods and be identified on Control Plans.

The following are examples of control methods for “C” dimensions, but are not limited to:

- In line inspection @ 100%
- Offline inspection after process @ 100%
- Ongoing dimensional control through SPC data collection using approved variable gauging
- Ongoing dimensional control using approved attribute gauging

Non-Critical Characteristics or Control Dimensions

Dimensions that are defined on drawings, not followed by a specific symbol (i.e., C or M) or reference parenthesis (), would require a dimensional study at time of PPAP, defined by the Quality Engineer (QE).



8.4 - Error Proofing

During the APQP process, the supplier shall implement all necessary error proofing into the manufacturing process to eliminate or reduce the manufacture of defective product. The error proofing methods and devices shall be recorded in the PFMEA and Control Plans or equivalent alternative. Error proofing devices shall be verified to ensure the device(s) are continuing to function effectively.

8.5 – Production Part Approval Process (PPAP)

All PPAP's are submitted in accordance with AIAG's PPAP (4th edition) manual or equivalent and the individual Customer Specific Requirements. (*Ref. ODL PPAP Process*).

Supplier shall submit Level 3 PPAP documentation at a minimum unless otherwise agreed upon in writing from ODL Supplier Quality Assurance. All PPAPs are to be submitted electronically. Suppliers are expected to maintain a record of all PPAP documentation submitted, including approved PPAP parts.

8.6 - Supplier Process Sign Off (PSO) Audit

The Supplier Process Sign Off (PSO) Audit is meant to assure the supplier's processes, resources, equipment, systems, etc... are prepared to successfully produce any component, materials, or assemblies for ODL, Inc. and is a condition of full complete PPAP approval. The PSO audit, when deemed necessary by ODL, is to be performed in partnership with the supplier prior to start of volume production. Suppliers will be notified of the audit, supplied with the requirements, and given sufficient time to prepare for the audit. (*Ref. ODL PSO Process for process step details.*)

8.7 - Containment Requirements (Safe Launch Product Inspection)

Safe Launch Product Inspection is a method of planning and performing additional inspections during the pre-launch and start of production builds. This is meant to assure product quality requirements are being met, additional to a standard inspection process. Safe Launch Inspections can take the form of the following methods, but not limited to:

- End of line inspection at 100%
- Off-line inspection at 100%
- 3rd party online or off-line inspection at 100%
- Additional dock audit process



The supplier must develop a Safe Launch plan. It must be approved by ODL Supplier Quality. ODL Supplier Quality may require the continuation and/or modification of Safe Launch if defects escape the supplier while Safe Launch is in operation.

ODL requires suppliers of production parts, as defined by ODL Quality, to utilize a containment program for pre-production, ramp-up, system fill or for any product manufactured after a shutdown of 5 or more consecutive days. Containment will be kept in place until ODL or the customer's exit criteria is met. This means that the Suppliers process is capable of sustained production meeting all contractual requirements. (*Ref. ODL Launch Containment Process*).

Acceptable containment processes are those that meet the same intent as "GP12" or "Safe Launch".

Data collected from the containment process needs to be made available to ODL personnel as required.

ODL reserves the right to perform incoming inspection on supplied product, to assure product quality requirements are being met as defined and communicated to the supplier. Failure to meet incoming inspection quality requirements could result in product rejections and additional inspection costs. Product rejections or measures to perform additional inspection could be in the form of any of the following:

- Complete rejection and replacement of all supplied product that does not meet ODL quality requirements.
- Request for supplier to provide resources at ODL's manufacturing facility to perform additional inspections.
- ODL provides resources internally or through 3rd party inspection at ODL facility, cost responsibility of supplier.
- ODL placement of 3rd party inspection resources at supplier's facility, cost responsibility of supplier.

9.0 – Post Launch Quality Assurance

9.1 - Process and/or Product Changes

Having a robust Change Control process in place should be part of the bedrock foundation of any successful quality system. There are often unintended consequences that arise from changes made that are not first thoroughly analyzed, tested, and evaluated for potential impact to the final product(s). We need to rely upon you and the expertise of your team to fully evaluate your processes for any changes that may have been recently made or are being considered that involve components bound for ODL facilities. Please also consider the need to consult with your



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suppliers to consider any types of changes being made to their processes and/or materials that you in turn use to produce goods for ODL.

Unapproved changes are not acceptable, as they put at risk our processes and finished products, and those of our customers. Any requested changes shall be initiated with a formal change request (*Ref. FPUR-001 Supplier Process | Material | Sub-Supplier Change / Deviation Request Form*). This form can be obtained from the ODL website: <https://www.odl.com/suppliers>

Any request for changes will be addressed to the respective ODL Engineering, Quality, and Purchasing personnel. Written approvals to a request for change must be obtained before implementing the change. A deviation may be obtained from ODL Engineering in the form of a signed Design or Process Concession. They are to communicate any issues or concerns with the design, material, performance, appearance, durability, or any other key characteristic(s) based on their expertise, knowledge and lessons learned from similar products.

Written approvals and PPAP resubmissions are required for:

- Changes to previously approved materials or sub-supplier's material changes.
- Changes or modification of product specifications.
- Changes to process or method of manufacture.
- Changes to the inspection process, methods, or equipment.
- Change of sub-suppliers (Tier 2).
- Process or formula changes at your sub-suppliers.
- New start-up after a 12-month decommissioning period.
- Transfer of manufacturing location.
- Rework processes whether in process or offline.

Suppliers must attach a label when there is a new part number assigned or Engineering Change to the supplier part. (*ref. ODL Shipping Labels FQA-017*).

This must be done for the first three (3) shipments delivered to ODL plants, verified, and approved before the supplier can be removed from this process. The supplier shall be held liable for any costs incurred by the changes made without obtaining a written supplemental Purchase Order or an approved Design or Process Concession.

The suppliers will not be paid for product, tooling, processing equipment, etc. until the change is approved.



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The supplier must notify ODL Purchasing if there is a change in program timing and risk to meeting agreed upon tooling completion or PPAP date. Supplier will be required to add additional resources and/or work additional hours to ensure date is met.

The supplier must allow ODL to review product and process development and planning via on-site review and confirmation during development or at any time during part production, if requested.

For changes initiated by ODL or our customers, the ODL Purchasing department will be the point of contact for formal notification to suppliers of all drawing/design changes via a Purchase Order amendment.

9.2 - Non-Conforming Product (Discrepant Material Return – DMR)

When non-conforming supplier product is detected at an ODL manufacturing facility, at a minimum, a communication not limited to a Supplier Quality Alert (SQA) will be requested or issued to the supplier.

ODL requires the supplier to notify us as soon as non-conforming product is identified and if potential similar conditions may exist with product in transit or already at the ODL manufacturing plant location.

When ODL determines supplied product to be non-conforming, the product will be physically and electronically tagged and segregated, and the supplier will be notified for immediate action which may include replacing product with certified material and/or providing appropriate labor and expertise to fulfill on site sorting requirements.

If non-conforming material is received by ODL, the supplier is required to take immediate containment action (quarantine all suspected material and inventory, 100% inspection, proper labeling to ensure identified material) in less than 24 hours to isolate ODL from further delivery of defective or suspect material. The supplier must provide a detailed problem-solving analysis and 8D Form within 30 days. When required, the specific OEM format will be used to document the permanent corrective action. Proof of verification is required.

ODL expects all suppliers to deliver material ready for use without the need for incoming inspection or sorting. Suppliers may be required, as applicable, to provide testing, dimensional, or appearance data to ensure product meets fit, form, and function.

The supplier is required to account for and document the disposition of all non-conforming material. ODL, at its sole discretion, may request formal confirmation/photos of the disposal and/or scrapping of non-conforming or obsolete material.



Costs (fully burdened) incurred by ODL that is due to poor product quality, non-conforming product, and missed delivery may be charged in full back to suppliers.

9.3 – Supplier Corrective Action Request (SCAR)

When corrective actions are required, they will be addressed in the following manner:

- The Quality Engineer responsible for acting on the quality event will issue a corrective action request to the supplier by using ODL’s Supplier Corrective Action (SCAR) 8D Problem Solving form (*Ref. FQA-044*). Unless the QE indicates otherwise, the response expectations of suppliers are as follows:
 - Interim Containment Actions (ICA) must be submitted to ODL within 48 hours (2 business days) of receiving a SCAR. All potentially impacted goods must be identified and contained to isolate the quality issue, including:
 - Supplier Inventory
 - Supplier Work in Process (WIP)
 - At External Processing
 - In Transit
 - At ODL Facility
 - Root Cause(s) – (Why Made? / Why Escaped?) must be determined and communicated to ODL within 7 business days.
 - Details of proposed Corrective Action(s) chosen to address each root cause and escape point must be communicated to ODL within 10 business days.
 - ODL personnel will review and provide feedback or approval to proposed supplier corrective action(s) and target date(s)
 - Implementation of chosen (and approved) Corrective Actions will vary according to the complexity of the scope and priority of the issue and should be carefully negotiated with the ODL QE.
 - If wider Preventive Measures are proposed to address the quality issue in question, these must be communicated to ODL within 1 month (30 days) of the issue date of the SCAR.
- The Containment Actions defined in the initial step must remain in effect until CAPA Corrective and Preventive Actions are fully implemented and verified.
- PFMEA’s and Control Plans or equivalent must be updated to reflect the corrective and preventive actions taken.



- ODL Corporate or plant Quality personnel may follow up with a visit to verify corrective action implementation. Full access to documentation, operators and plant floor are required.
- All corrective action submissions are to be done via electronic media.

9.4 – Deviation Request

If a supplier wishes to submit a request for deviation, the following conditions must be met:

1. Request shall be submitted in writing (*Ref. FPUR-001*) to the Plant SQE in writing with a copy to ODL Corporate SQA to the following email: SQA@odl.com.
2. Request is to be submitted with supporting documentation such as statistical, process capability data, testing results and/or drawings.
3. Suppliers may not ship product without deviation approval.
4. In most cases, costs associated with the deviation are the responsibility of the supplier.
5. Upon approval, the form will be returned signed and dated by the appropriate ODL representative.

9.5 - Controlled Shipping

In the event of continued unacceptable quality or delivery performance, the supplier will be notified of the necessity to provide levels of certified inspection and controls to ensure that future defects are not passed on to ODL. There are two levels of controlled shipping:

Level 1 (CS1) - The supplier is expected to:

1. Identify the person responsible for the inspection activity.
2. Have an area separate and distinct from the manufacturing operations and conduct additional inspection and certification of all product identified by ODL.
3. Specify the identity of the certification to be used on the product and containers. (Additional recommended identifier with different color, part number, issue description, inspector, date, and time stamp).
4. Report the type and quantity of defects found in the CS1 activity using I-charts, etc. as required.

Level 2 (CS2) – When ODL experiences a reoccurrence of supply problems and prior actions taken by the supplier have been ineffective at preventing the flow of poor-quality products, the supplier



will receive a written notification describing the details of the containment. A confirmation reply form will accompany the letter and a meeting will be arranged with representatives from the supplier, ODL Plant Operations and Quality, Corporate SQA, ODL Purchasing Director and/or ODL Director of Corporate Quality to launch the activity.

1. Identify the person responsible for the activity.
2. Retain an independent third party to monitor, measure, inspect, and identify all product identified by ODL.
3. Identify an area separate and distinct from the manufacturing operations in which to conduct the agreed upon containment activity.
4. Specify the identification method for certification intended to be applied to the product. Containers are to be labeled with a green tag that reads "Containment Process Complete". Each tag must be initialed and dated by the person identified on the confirmation reply.
5. Report the type and quantity of defects found in the CS2 activity.
6. Maintain CS1 activities in addition to CS2 as applicable.
7. Exit criteria will be specified in the written notification.

Failure to comply with CS2 activities can result in ODL, at our discretion, setting up CS2 at our facility and charging it back to the supplier.

Supplier will be removed from controlled shipping when inspection data shows no defects found for a minimum of 30 days and/or three shipments following the CAPA implementation date for the specified defect or concern. ODL SQA personnel will review the data, issues, verify corrective action and potentially perform a site visit or remote audit, if warranted.

10.0 – Tooling, Equipment and Gauges

10.1 - Tooling (Molds, Equipment, Gauges and/ or Other Items)

Suppliers contracted to design and manufacture tooling, equipment and gauges that are funded by ODL are required to provide a detailed drawing of proposed tooling, equipment, and gauge designs to ODL for approval and sign-off prior to commencing work.

Tooling and equipment designs shall adhere to the ODL applicable riders that are supplied with the purchase order. Final tooling, equipment, and gauge detailed drawings must be supplied to ODL in an electronic format (i.e. AutoCAD, SolidWorks etc.) or other agreed upon format.



ODL Supplier Quality may, at its discretion, require gauge correlation studies, boundary samples, and detailed measurement process instructions to assure comparable measurement results.

Gauges must be capable of meeting the Measurement System Analysis (MSA) guideline in accordance with AIAG standards and be certified by an accredited body.

10.2 - Identification of ODL Owned Tooling

Gauges and check fixtures that are the property of ODL and used to verify product quality and monitor processes at the supplier are to be used and maintained in the following manner:

- Protected against damage from production related equipment, material handling equipment, dirt and debris from manufacturing processing, tools used in manufacturing, etc.
- Work Instructions must be maintained with the gauge, whether provided by ODL or written by the supplier.
- Only trained personnel are to use the gauges.
- Gauges that are damaged or lost are to be reported to ODL Quality Engineering immediately.
 - Supplier will be financial responsibility to replace lost gauges or repair damaged/broken gauges.

10.3 – Gauge and Check Fixture Recertification

- Customer (ODL) supplied gauges will come with original certifications provided by ODL and the gauge supplier.
- Gauges will need scheduled recertification, as applicable, defined by the ODL Quality Engineer.
- Gauges need to be calibrated, matching original certification requirements, including traceability back to NIST Standards.
- All gauges provided by ODL that are used to verify product quality and monitor manufacturing processes will need to be logged into a calibration tracking system at the supplier. This system is to maintain pertinent information about the gauge, including the frequency at which the gauge is to be recertified (calibrated).
- Calibration completion and cost of calibration will be the supplier's responsibility.



11.0 – Materials Management

11.1 – Managing PO Releases

ODL provides Suppliers with a new Purchase Order Agreement (PO) annually. This PO Agreement is used to ship against during the year. The PO does not have any information related to dates due and quantity. The ODL scheduling team will provide releases as needed during the year. This release will be provided within the supplier defined lead time unless otherwise communicated. Depending on the component, some suppliers will receive a release once a week to ship against, others will receive them less frequently.

It is the supplier's responsibility to confirm back to the ODL scheduler that the dates and quantities are achievable or if there will be issues hitting the requirement. If not, ODL needs to be provided what dates and quantities can be shipped. If the supplier positively confirms the dates and quantities, but later experiences delays, the supplier needs to notify the scheduler of those delays **within 24 hours**.

Suppliers must ship parts in pack quantities equal to the material releases and may only ship on their assigned shipping date. Any deviations from this must be pre-approved.

The Purchase Order release will contain the following key information:

- ORDER DATE → The date the release was sent.
- P.O. NUMBER → The Purchase Order number + The release number.
 - Example: 4933313-21 – 4933313 is the PO and 21 is the release number.
 - This is the number to be placed on the Packing Slip and package label(s).
- Supplier → Unique supplier ID # assigned in ODL's ERP system (Oracle).
- Payment → Specific payment terms that have been negotiated with the supplier.
- Ship Via → The carrier you should be using if ODL pays the freight.
- Buyer → The scheduler at the ODL location.
- PAGE → Indicates the number of pages in the release (some releases will contain one part number/line, others many – See examples below).
- FREIGHT TERM → Defines who is paying for and responsible for the freight.
- FOB → Either the freight origin or destination depending on who is responsible for the freight.
- Vendor → Name and Address of shipment origin.
- Ship to → Address of shipping freight destination.
- Bill-to → Name and Address of company to be invoiced.



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- Part/Date/Qty Information
 - LINE → Line number of the PO release
 - PART NO. → ODL Part number and Supplier part number when available
 - DESCRIPTION → Summary description of the part as formatted in ODL's Oracle system.
 - REV → Current revision level of the part as referenced in the part drawing.
 - SHIP TO → Typically references Ship to address at top of P.O., unless otherwise indicated that it must be shipped to an alternate location.
 - DUE DATE → The date the material is requested to be in house at ODL.
 - QUANTITY → The number of parts that are requested by the due date.
 - UOM → The Unit of Measure of the specific Part (e.g., Each, Foot, Ounce, Fluid Ounce, Pound, Square Foot).
 - UNIT PRICE → The piece price negotiated between ODL and the supplier.
 - EXTENDED PRICE → The QUANTITY x UNIT PRICE.
 - TAXABLE → Y or N whether tax will be applied to the sale.

In the example below, there are some releases that will contain notes pertaining to how to or how not to ship the material.

PURCHASE ORDER											
ZEELAND, MI: 616-772-9111 FAX 616-748-7276				ORDER DATE	22-OCT-20		Planner				
ATLANTA, GA: 770-441-0818 FAX 770-441-1948				REVISED DATE			Buyer	del Angel, J			
SAN DIEGO, CA: 760-471-2003 FAX 760-744-7157				P.O. NUMBER			REVISION NO	0			
DALLAS, TX: 972-484-2350 FAX 972-484-2067				Supplier			PAGE	1 of 1			
ALLEN TOWN, PA: 610-395-0237 FAX 610-395-1209				Payment	2/15 NET 30		FREIGHT TERM	Collect			
RENO, NV: 775-351-1024 FAX 775-351-1026				Ship Via	AVRT		FOB	Destination			
Retail Manuf: 616-748-5371 FAX 616-748-7276				Customer			Deliver To				
www.odl.com				Fax No	()		CONFIRMED TO				
For Zeeland Directions Call 616-748-3810							Phone	()			
Vendor:				Ship to:				Bill to:			
				2380 North Indiana Avenue Brownsville, TX 78521 US				ODL Incorporated 215 East Roosevelt Zeeland, MI 49464 US			
LINE	PART NO.	DESCRIPTION	REV	DUE DATE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	TAXABLE		
Attn: Please ship all future Western Reflection's shipments to the following via Averitt or FedEx Freight, "Attn: VDO". DO NOT USE SOUTHEASTERN, YELLOW, or XPO. Freight premiums will be requested back from Royal. Western Reflections Attn: VDO 261 Commerce Way Gallatin, TN 37066 Thanks, Adam Blanket Agreement Release											
3	30843001 Your #: 0221607001	1" EXTRUSION RAISED PROFILE WHT	A								
	SHIP TO: Address at top of page			27-NOV-20	5075	Foot				N	

ODL part number must appear on all cartons, packing slips, and invoices.
Material certification required with each shipment where applicable.
ODL Terms & Conditions apply to this order.

Authorized Signature



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ZEELAND, MI: 616-772-9111 FAX 616-748-7276 ATLANTA, GA: 770-441-0818 FAX 770-441-1948 SAN DIEGO, CA: 760-471-2003 FAX 760-744-7157 DALLAS, TX: 972-484-2350 FAX 972-484-2067 ALLENTOWN, PA: 610-395-0237 FAX 610-395-1209 RENO, NV: 775-351-1024 FAX 775-351-1026 Retail Manuf: 616-748-5371 FAX 616-748-7276 www.odl.com For Zeeland Directions Call 616-748-3810		PURCHASE ORDER	
ORDER DATE	20-OCT-20	Planner	Wu, S
REVISED DATE		Buyer	0
P.O. NUMBER		REVISION NO	0
Supplier		PAGE	1 of 21
Payment	WIRE	FREIGHT TERM	Collect
Ship Via		FOB	Origin
Customer		Deliver To	
Fax No	(0520) 2382222	CONFIRMED TO	
		Phone	(0520) 2385688
Vendor:	Ship to:	Bill to:	
	500 North Centennial Zeeland, MI 49464 JS	ODL Incorporated 215 East Roosevelt Zeeland, MI 49464 JS	

LINE	PART NO.	DESCRIPTION	REV	DUPLICATE	QUANTITY	UOM	UNIT PRICE	EXTENDED PRICE	TAXABLE
Blanket Agreement Release									
48	23201001	422 AV-BC 8.000X48.000 1L 1C IGS ASSY	A						N
	SHIP TO: Address at top of page								
50	23204001	607 AV-BC 22.000X48.000 1L 1C IGS ASSY	A						N
	SHIP TO: Address at top of page								
51	23205001	612 AV-BC 22.000X80.000 1L 1C IGPB ASSY	0						N
	SHIP TO: Address at top of page								
53	23207001	686 AV-BC 22.000X64.000 1L 1C IGPB RECT DL	B						N
	SHIP TO: Address at top of page								
55	23209001	692 AV-BC 8.000X36.000 1L 1C IGS RECT DL	A						N
	SHIP TO: Address at top of page								
60	23243002	684 BT-SNK 22.000X36.000 1L 1C IGS RECT DL	A						N
	SHIP TO: Address at top of page								
61	23244002	686 BT-SNK 22.000X64.000 1L 1C IGPB RECT DL	B						N
	SHIP TO: Address at top of page								
63	23246002	692 BT-SNK 8.000X36.000 1L 1C IGS RECT DL	A						N
	SHIP TO: Address at top of page								
64	23247002	694 BT-SNK 7.000X64.000 1L 1C IGPB RECT DL	B						N
	SHIP TO: Address at top of page								

11.2 - Forecasts

Forecasts are sent multiple times a year by the ODL Purchasing team. This is to be used by the suppliers for long term planning only.

11.3 - Packaging Requirements

Packaging will be designed to ensure that the integrity of the product is maintained throughout the supply chain.

Detailed packaging guidelines and expectations are provided within the following document, which is available online at the ODL website: <https://www.odl.com/suppliers>

- **Global Supplier Packaging Standards & Requirements [POSCM-001]**

11.4 - Notification of Shipments

An Advance Shipping Notification (ASN) must be sent to the ODL materials representative within same day of shipment leaving the supplier's facility. See section 13.2 for details on ASNs.



In the event of a known shortage or late shipment, the supplier shall immediately contact the ODL materials representative to notify them of the situation. The supplier shall also indicate the anticipated time of delivery of expedited material.

Suppliers shall immediately notify ODL of any circumstances that it anticipates may cause a delivery delay, quality concern or otherwise impact the supplier performance of its contractual obligations. The notification should include a full description of the estimated period of delay, the reasons for the delay and what is being done to rectify the situation. If requested by ODL the supplier shall, at supplier's risk and expense use additional effort, including premium freight such as airfreight or other expedited routing to avoid or minimize delay to the maximum extent possible.

11.5 - Product Labeling

11.5.1 - Labeling Summary:

Suppliers are responsible to ship all parts to ODL with correctly formatted labels attached to the Box (or Crate) and the Pallet (or Rack). When labeling, verify that there are two labels per container on opposite sides or on adjacent corners. The label must be placed in the upper left-hand corner of the main (longest) side of a box or crate. Whenever possible the label printing should be in bold black type with at least 25mm high letters. Each Pallet or Rack is required to have a Master Label that summarizes the part number and total quantities contained on the Pallet or Rack. No more than one (1) part number is to be packaged in a container or shipped on a pallet or rack (unless noted as a mixed pallet / rack – See Section 11.5.2).

***Note – The format of the part number on your purchase order is the part number that needs to be on the label. If there is not a hyphen “-” anywhere in the part on the PO, it should not be on the label.**

11.5.2 – Label Type Definitions:

11.5.2.1 - Data Identifiers:

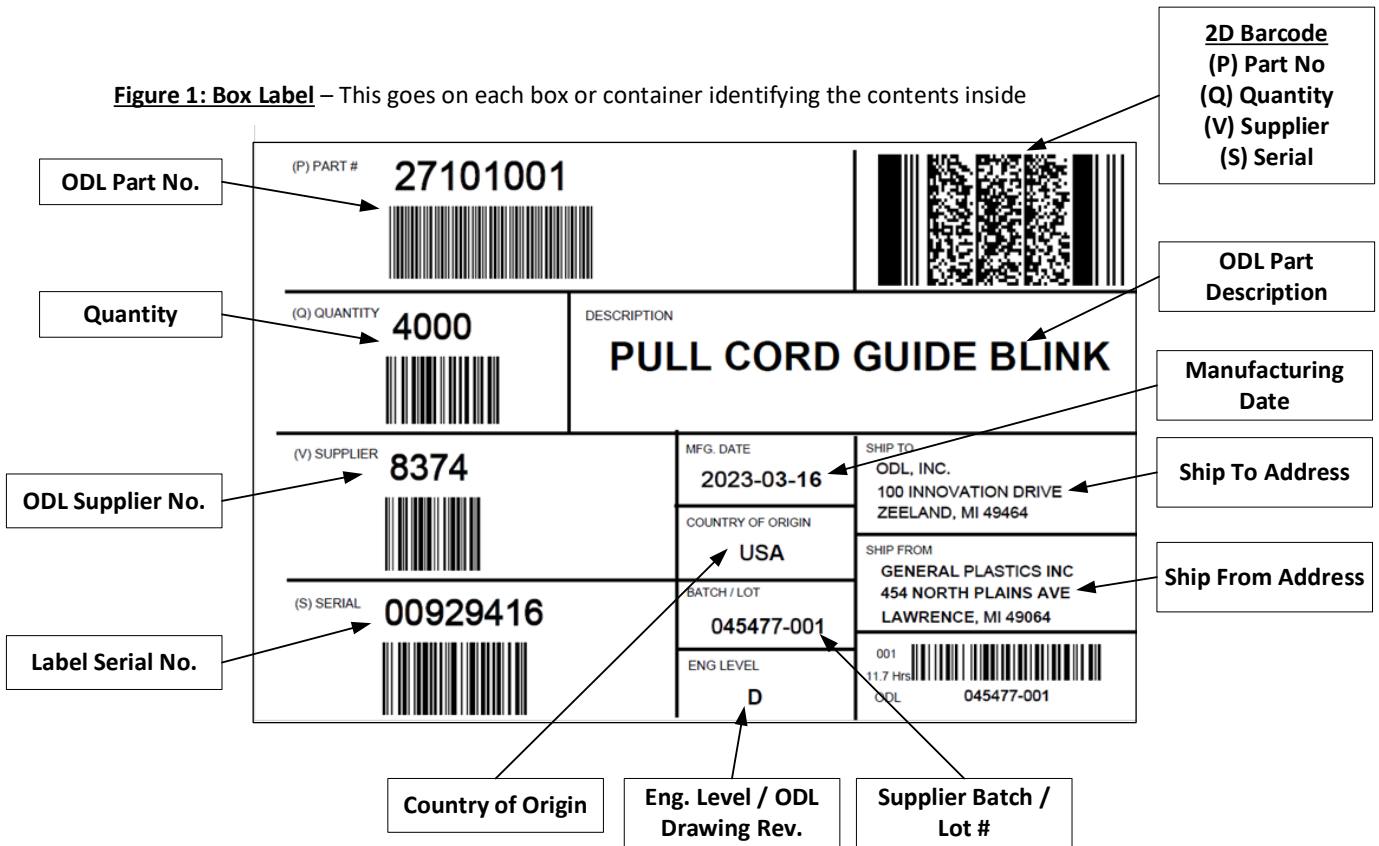
All barcodes must have the following data identifiers (*included in the barcode ONLY*):

- Part Number – ‘P’ → Example: P27101001
- Quantity – ‘Q’ → Example: Q4000
- Supplier Number - ‘V’ → Example: V8374
- Serial Number – ‘S’ → Example: S00929416
- Manufacturing Date – ‘12D’ (*Barcode is Optional*)
- Batch or Lot – ‘1T’ (*Barcode is Optional*)



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Figure 1: Box Label – This goes on each box or container identifying the contents inside





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Figure 2: Pallet Label (Master Label) – This identifies the summary of all the boxes on a pallet containing only one part number (e.g., 12 boxes of 4000 of part 27101001, the master label for 21701001 qty will be 48000). Must be placed on the outside of the shrink wrap.

(P) PART # 27101001 			
(Q) QUANTITY 48000 	DESCRIPTION MASTER LABEL		
(V) SUPPLIER 8374 	MFG. DATE 2023-03-16	SHIP TO ODL, INC. 100 INNOVATION DRIVE ZEELAND, MI 49464	
	COUNTRY OF ORIGIN USA	SHIP FROM GENERAL PLASTICS INC 454 NORTH PLAINS AVE LAWRENCE, MI 49064	
(S) SERIAL 00929416 	BATCH / LOT 045477-001	001 11.7 Hrs. 	
	ENG LEVEL D	ODL 045477-001	

Figure 3: Mixed Pallet Label – Used if there are two or more parts on a single pallet or rack. Must be placed on the outside of the shrink wrap.

MIXED LOAD	
(V) Supplier 59000438 	Ship to: ODL – Zeeland 215 E ROOSEVELT AVE ZEELAND, MI 49464
(S) Serial 41366286310 	Ship From: Supplier X 12345 STATE ST ANN ARBOR, MI 48109



11.5.3 - Labeling Requirements:

All labels affixed to a container must contain the following information:

1. ODL Part Number (With barcode)
2. Quantity (With barcode)
3. ODL Supplier Number (With barcode) *(ODL Buyer or SQE can provide if you are not aware)*
4. Label Serial Number (With barcode)
5. Part Description
 - a. Part Descriptions that contain color codes should be in the label description field. If an abbreviation is needed for saving space, please use the codes in the table below:

Color Name	ABV
White	Wht
Espresso	Espr
Sand	Sand
Tan	Tan
Silver Moon	Silv
Slate Grey	Slate

See the example below:



6. MFG Date (manufacturing date) [YYYY-MM-DD]
7. Lot Number/Batch Number/Heat Code/Etc. (Where applicable)
8. Country of Origin (i.e., Made in Mexico)
9. Manufacturing Address (Actual address of supplier’s final assembly location)



Optional Fields:

- Engineering level – If the ENG Level is known, please provide it on the label. This field can be used for supplier internal use alternatively.
- Ship-to address information – This field can be left blank if the supplier ships the same part to several locations.

The box label serial must be unique for each box as well as the pallet label.

See Label Samples above.

All containers must have the final ODL destination information affixed either as a master label on the skid or within their standard label format affixed to each container. Data required includes ODL site name, ODL site number (when known), Address, city, state, and postal code. An example of an acceptable label is at the end of this section.

11.5.3.1 - Other General Label Specifications:

- Label Size: 4.0 inches (102mm) high by 6.0 inches (152mm) wide.
- Label Color: White label with black printing

11.5.3.2 - Application:

If applying the label to returnable packaging, the label should be removeable, but also should be properly applied so it does not easily fall off. Applying to expendable boxes does not require removal but should be adequately applied to the box.

11.5.4 – Pallet Configuration:

All containers must be loaded to cubic capacity to maintain load density, package integrity, and obtain optimum transport utilization. The following criteria must be observed when shipping mixed loads to an ODL plant:

1. Cartons must be the same size to maintain load stability.
2. Mixed Part Pallets should be the exception.
3. Avoid shipping less than a full layer whenever possible.

For unit load packaging that is shrink wrapped, the master label and mix load labels must be applied to the outside. When individual containers are palletized and made into a unit load for mechanical handling, the master label shall be attached to two adjacent sides of the unit load.



11.5.5 - International Shipment Labeling:

Shipments to or from countries (e.g., Mexico, US, Canada, EU) may require special labeling (i.e., Made in Mexico), the ODL Trade Compliance team should be contacted to assist in obtaining the proper labels required if needed.

11.5.6 - Sample Shipment Labeling:

When shipping sample parts for ODL part submission or new revision level, the "Sample Part" label must be utilized and must contain the name of the site contact and / or the person expecting to receive the container.

Packaging Test shipments must have a "Sample Parts" identification label placed in a highly visible area and must contain the name of the site contact and / or the person expecting to receive the container.

11.5.7 - 2D Barcode Requirements:

ODL requires a 2D barcode to be utilized on the label. Below are some of the requirements for the 2D barcode:

- A. PDF417 is the 2D barcode format preferred by ODL. However, if your company systems cannot accommodate this format, please communicate to your Buyer or Quality rep what type of 2D barcode your system is capable of producing.

Figure 4: PDF417 2D Barcode



- B. Minimum 2D barcode data content requirement:
 - i. Label Identifiers
 - 01 – Part Label/Box Label
 - 05 – Mixed Pallet Label
 - 06 – Pallet Label (Single Part Number on Pallet)
 - ii. Part Number (P)
 - iii. Quantity (Q)
 - iv. Serial Number (S)
 - v. Supplier Number (V)
- C. Optional or as required 2D barcode data content:

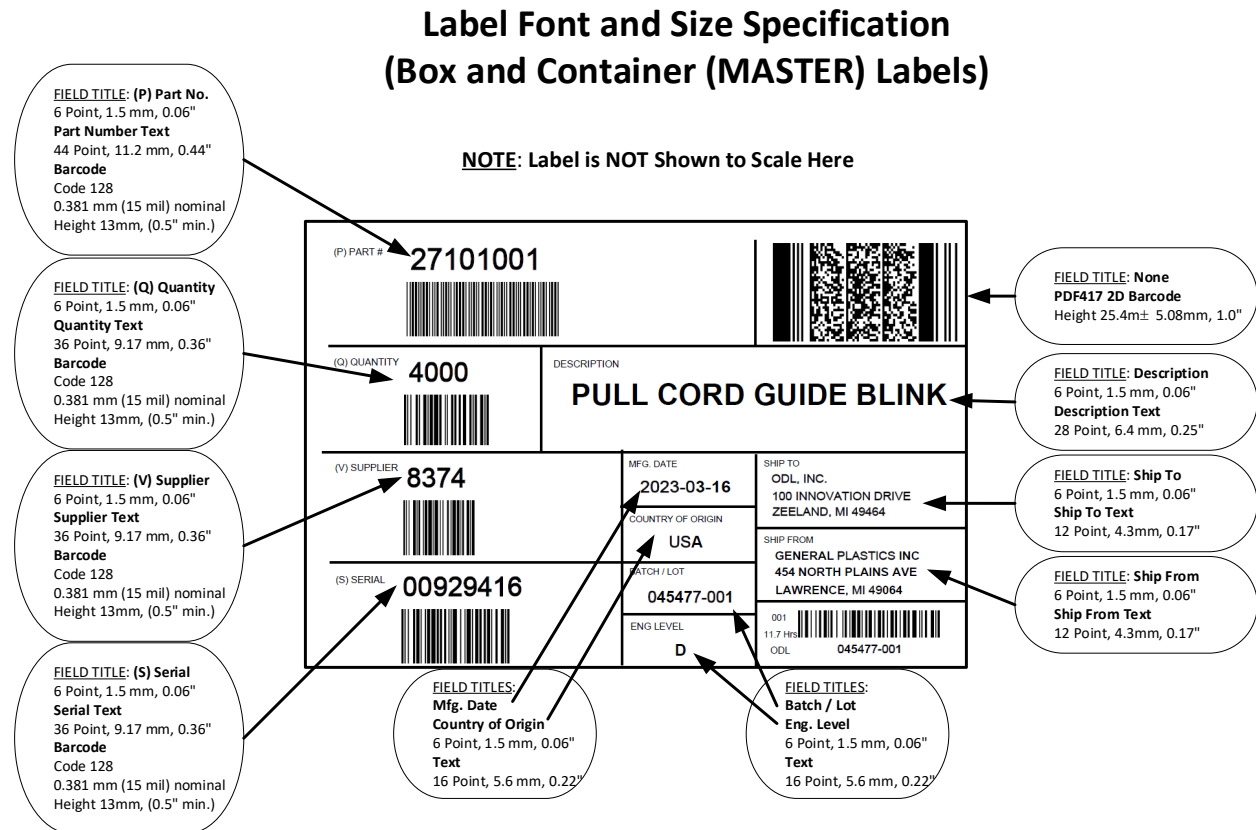


- i. Manufacturing Date (12D)
- ii. Batch or Lot (1T)

Below is an example of what the 2D string should look like:
[>]06]P27101001]Q4000]S00929416]V8374]]

Below is a specification that can be used as a guideline in building the label format.

Figure 5: Font and Size Specification



It is a requirement that all inbound shipments be labeled in accordance with ODL specifications.

All containers shall have a Production / Service Bar Code Label, affixed to the upper right-hand corner of at least two adjacent sides. If the container is returnable, supplier shall ensure that old labels are removed and replaced with new ones.

Note: Label must be legible and unobstructed from banding or other packaging materials. Bar coding language to meet code 39, Code 128 and I2OF5.

The field identifier ((S) Serial for example) needs to be legible to the user to be able to read.



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All products received by ODL must contain a serial number that is clearly identified on each label and every container. Suppliers can add date codes etc. within their allotted space.

“Mixed Load” labels shall be on all mixed pallet loads and clearly identified. In the event of a mixed pallet, every effort should be made to ensure that the smaller quantity part is loaded as the top layer of the pallet.

All suppliers shipping materials to ODL that are categorized as “controlled” under such regulations such as Workplace Hazardous Material Information Systems (W.H.M.I.S.), must be familiar with and comply with all such regulations for packaging and shipping.

In addition, supplier must follow all appropriate guidelines and rules relating to the country of receipt.

Safety Data Sheets (SDS) must accompany all initial shipments as stated on direct material Purchase Orders.

Labels pertaining to product returns, PPAP samples, Engineering samples, or any special shipments outside normal production shipments must follow the label instructions and requirements defined in the ODL Eng. Shipping Labels (*Ref. FQA-017*).

12.0 – Logistics

12.1 – Logistics Overview

There are two scenarios for supplier transportation to ODL. Your P.O. will define who owns the freight costs based on the Inco Terms defined. The first scenario involves the supplier being responsible for the freight. In this case, the supplier can and will manage carrier selection, shipping windows (in conjunction with the ODL Planner to align on delivery dates) and costs. The second scenario involves ODL ownership of the freight. In this case, ODL Logistics will determine carrier selection and routing instructions to effectively manage inbound freight through the careful consideration of these factors:

- Supplier location
- Product volume
- Packaging
- Transportation costs
- Lead time



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ODL expects our suppliers to share in the ownership of the shipping process to ensure products are received in a timely and cost-effective manner - essentially, at the right time, in the right packaging, on the correct pallet type, to the right location. Below you will find supplier responsibilities necessary to fulfill our transportation requirements.

All shipments must be accompanied by appropriate documentation. Documentation may include, but not limited to, packing slip, bill of lading, commercial invoices, CMR (EU and Asia. Carrier information (SCAC) must be included in the Advance Ship Notice (ASN) transmission (See EDI Section). When electronic generation of the ASN does not exist, the supplier is required to provide a faxed copy of the shipping documents in advance.

ODL Planners will coordinate and communicate the need by date to the Supplier. This is mostly communicated through the release that is sent weekly or sometimes more or less frequently. The ODL plants will send release to supplier. Dates in the material releases are understood to be ready for collection from 08:00 am in the morning of the pick-up date to ensure lead times. Any failure to meet the agreed upon shipping windows that result in carrier detention charges may be passed onto the supplier. Information to be provided should include, but may not be limited to, product availability, expected delivery time, special instructions, container dimensions, and weights. If shipping less-than-truckload quantities to one ship-to location, each skid must include a label indicating the plant name and address.

12.2 – Routing Instructions

Where ODL is responsible for paying freight charges, a routing instruction will be provided to the supplier. The routing instruction will include at least one primary carrier and is issued by each ODL receiving location. This will be included in the footer of the Purchase Order that is updated on an annual basis. It is the supplier's responsibility to ensure compliance and availability. Contact your appropriate plant materials personnel if you do not have a Supplier Specific Routing Instruction listed on your PO. If a supplier fails to use the specified carrier, the supplier may be responsible for the cost of the freight. Plant approval must be obtained from the receiving plant materials personnel for any routing instruction deviation.

12.3 - Premium Freight / Expedites

Any premium freight which results from a supplier event will be managed and paid for by the supplier. For international shipments this also includes export/import broker costs. ODL will not take responsibility for the set-up, management, tracking or payment of a supplier-caused premium freight event. The supplier will communicate to the plant all expedite information and provide milestone updates to keep the plant informed on the arrival of the expedited components.



When expediting freight at ODL expense, authorization must be obtained from the appropriate ODL receiving plant materials personnel. Unauthorized expedited freight may result in debit to the supplier to compensate for excess freight charges and/or administrative fees.

Upon authorization of an expedite shipment, the supplier should be prepared with the following information to share with the arranging party:

1. Protect time (the time by which the shipment must arrive)
2. Ready time (the time by which the shipment will be ready for pickup)
3. Shipment terms (collect if at ODL's expense)
4. Origin
 - a. Address
 - b. Contact
 - c. operating hours of shipping facility
5. Shipment details
 - a. Weight
 - b. Dimensions
 - c. Stack ability
6. Destination details
 - a. Address
 - b. Contact

12.4 – Carrier Damage / Freight Claims

If ODL Pays for and sets up the freight, then we are responsible for managing the freight claims with the carrier. The material will be received and paid as normal.

If the supplier pays and sets up the freight, then ODL will supply details (pictures, waybills, driver signature acknowledging damage) to the supplier. The material will be received into our system and a DMR will be issued to the supplier (it is the supplier's responsibility to file the freight claim to cover the freight costs as well as the material loss from the DMR). It is also the supplier's responsibility to coordinate freight to pick-up the damaged materials (we could ship using your account number if desired).

12.5 - Special Handling / Hazardous Materials

ODL must be notified prior to shipping any material that requires special handling or bracing, or that is classified as a hazardous material.



12.6 – Shipping Requirements

The expectation for ODL suppliers is 100% on time arrival of all parts required by the ODL manufacturing site. This means shipping the correct quantity of the correct product to the correct location. It is mandatory that the supplier contact the ODL plant immediately upon recognition of an issue if the release schedule cannot be met. The supplier shall have a process in place to ensure that any potential problems that could impact the ODL operations are communicated as soon as they are identified. Differences shall be resolved with the appropriate ODL contact prior to shipment time.

In the event a supplier does not receive a weekly release from ODL, they must verify with the plant materials scheduler or manager that they did not receive a release, escalating the call if necessary, for verification.

The supplier is expected to understand transit time and have product ready for shipment to meet the delivery date on the schedule, inclusive of transit time. Contact the ODL plant if you have any questions as to which date is being transmitted.

The supplier is required to:

- Take ownership for all parts manufactured for ODL.
- Control its processes to assure that the physical shipments correspond with the ODL demand.
- Contact ODL plant Materials Representative(s) if supplier is unable to meet the replenishment schedule and supply the following information:
 - Date the parts will be available.
 - Quantity available
 - Recovery plan if this will impact more than one shipment.
- Suppliers plan to get back on schedule. Assign the necessary resources to resolve any delivery issues.
- Where ODL owns and sets up the carrier and an established time window is missed or release schedule cannot be met, contact your ODL plant representative for agreement on necessity of expedites.

It is critical to ODL's operation that shipments leave the supplier's facility and arrive at ODL on time. Failure to deliver shipments as scheduled may result in charges for ODL production downtime. Suppliers must notify ODL immediately if the selected carrier does not pick-up goods as scheduled.

If past due or defective material is deemed to be the fault of the supplier, the supplier shall bear the cost of all excess freight charges required to meet ODL's requirements.



It is the supplier's responsibility to automatically expedite should the supplier foresee or incur a past due situation. The supplier shall also be liable for all costs associated with downtime of ODL and/or downtime costs billed to ODL by its customer.

12.6.1 – Packing Slip Requirements

The packing slip must be attached (glued or taped) to the packaging (pallet shipment) in a pouch or sleeve to protect it in transit. ODL requires Suppliers to use a Packing Slip that contains the key information below.

- Supplier Name.
- Address & Phone #(s) of the Shipping Origin (Supplier Production Plant or Whse.).
- Packing Slip (PS) # - can be the same as the invoice number.
- Bill of Lading (BOL) # - Unique number on the BOL accompanying the shipment.
- Ship Date – Date that freight will leave supplier facility.
- Order Date – Date on P.O. release.
- Order Number – Generated by supplier.
- Purchase Order – ODL P.O. # - Release #.
- Ship To: Company name, Address and Phone (Ship To and Bill To information may be the same).
- Bill To: Company name, Address and Phone (Bill To and Ship To information may be the same).
- ODL part # and Description.
- Quantity shipped.
- PO #/Line #.



Figure 6: Packing Slip Example

Your Company Name <i>Your Company Slogan</i>		Packing Slip PS #: 12345 June 5, 2017 BOL #: 12345		
Address:	Address City, State ZIP Code Phone: 555-555-0100 Fax: 555-555-0111	Ship To:	Name Company Address City, State ZIP Code Phone	
Order Date:	January 24, 2004	Bill To:	Name Company Address City, State ZIP Code Phone	
Order Number:	892345			
Purchase Order:	PO3421-90837-01			
Customer Contact:	Research Dept.			
Customer Account:	3421			
Product	Description	Unit Type	Order Quantity	Ship Quantity
Total:			0	0
Comments:				

Please contact the Customer Service department at 800-555-0100 with any questions or concerns.

Thank you for your business!

12.6.2 – Bill of Lading Requirements

A separate bill of lading (BOL) must be created for each ship-to location, even when shipping on the same carrier. Each BOL must contain a unique BOL # as well as some of the key information below

- Shipper Information
 - Vendor Name, Supplier ID, Street address, City, State, and Zip
- Consignee Information
 - ODL Plant Name, Street address, City, State, and Zip
- Number of Packages and/or Handling Units



- o If packages are consolidated on a skid, provide both package count and skid count on the bill of lading.
- Description of shipment
 - o The type of package (carton, tote, barrel, etc.) and the quantity per package.
 - o Each line item must include the correct National Motor Freight Classification (NMFC) Item # and Class.
- Weight - Enter the total gross weight, in pounds, for each line item.
 - o Include the weights of pallets, skids, or any secondary container.
- Freight Terms – (for domestic shipments only) Indicate 'FOB Origin, Freight Collect' terms.
- Shipper Signature – The Shipper must sign the BOL certifying the information on the BOL as well as who loaded and who counted.
- Carrier Signature – The carrier must sign the BOL or provide their own BOL with a signature.

Figure 6: Bill of Lading Example

STRAIGHT BILL OF LADING – SHORT FORM

DATE _____ Bill of Lading No. _____

NOTICE: Shippers of hazardous materials must enter 24-hour emergency response telephone number under "Emergency Response Phone Number."
Shipper No. _____

Original—Not Negotiable _____ Carrier No. _____

(Name of Carrier)

TO: Consignee FROM: Shipper

Street _____ Street _____

Destination _____ Zip Code _____ Origin _____ Zip Code _____

Route: _____ Vehicle No. _____ SCAC _____ Emergency Response Phone Number _____

NO. Shipping Units +1/UM	Kind of Packaging, Description of Articles, Special Marks and Exceptions	Commodity requiring special or additional care of attention in handling or loading must be so noted and package so marked with appropriate commodity name. See Section 1202 of Federal Motor Freight Classification. Item 300.	Weight (Check by Correction)*	Rate or Class	CHARGES

NET WT _____ C.D.D. AMT. \$ _____ C.D.D. REC. PREPAID \$ _____ TOTAL CHARGES \$ _____

NET WT _____ C.D.D. TD. COLLECT \$ _____

*If the shipment moves between two points by a carrier by water, the law requires that the bill of lading state whether weight is "carriers or shipper's weight".

Notes—Where the rate is dependent on value, shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding _____.

Subject to Section 7 of the conditions, if this shipment is to be delivered to the consignee without recourse to the consignor, the consignor shall sign the following statement. The carrier shall not make delivery of this shipment without payment of freight and all other charges.

Signature of Consignor _____

FREIGHT CHARGES Check Appropriate Box
 Freight prepaid
 Collect

Check upon receipt of packages and, if necessary, inspect, repackage and re-mark an individual above which said carrier (or agent) carrier have undertaken this contract as shippers or corporation in possession of the property under the contract agree to carry to its usual place of delivery at said destination. If on its route it is necessary to deliver to another carrier on the route to said destination, it is hereby agreed as to each carrier of all or any of it, said property hereof or any portion of said route to destination and as to each party to any law in respect to all or any of it and done on the date hereof. If this is a bill of lading, the applicable motor carrier classification or tariff, if this is a motor carrier bill of lading. (Shippin hereby certifies that he is familiar with all the classification, conditions and tariffs applicable to this bill of lading and that the classification, conditions and tariffs apply to this bill of lading.)

SHIPPER: This bill of lading is applicable to hazardous materials as defined in 49 CFR 171.03 (b) (1) and (2) and is subject to the provisions of the Hazardous Materials Regulations (49 CFR 171-177) and the U.S. Department of Transportation's emergency response information and procedures. The shipper certifies that the materials are properly classified, packaged, marked, labeled and made available for transport according to the applicable regulations of the U.S. Department of Transportation.

CARRIER: I hereby acknowledge receipt of packages and any required placards. I certify that the materials are properly classified, packaged, marked, labeled and made available for transport according to the applicable regulations of the U.S. Department of Transportation's emergency response information and procedures. I hereby acknowledge receipt of packages and any required placards. I certify that the materials are properly classified, packaged, marked, labeled and made available for transport according to the applicable regulations of the U.S. Department of Transportation's emergency response information and procedures. I hereby acknowledge receipt of packages and any required placards. I certify that the materials are properly classified, packaged, marked, labeled and made available for transport according to the applicable regulations of the U.S. Department of Transportation's emergency response information and procedures.

SHIPPER: _____ CARRIER: _____

Signature _____ Signature _____

Print Name _____ Print Name _____

Title _____ Title _____

Address _____ Address _____

City _____ City _____

State _____ State _____

Zip _____ Zip _____

Phone _____ Phone _____

Emergency Response Information: _____ Emergency Response Information: _____



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12.6.3 – International Shipping Requirements

Documentation requirements (CMR, Commercial Invoice, etc.)

Each supplier is responsible for complying with all customs laws and regulations as it relates to their shipments to ODL.

- Incoterms
 - The incoterm for each supply chain is negotiated at the time of the contract and will be stated on the Purchase Order when issued to the supplier.
- Warehousing of Inventory
 - A supplier may manufacture in another country, but they are expected to import to their own domestic warehouse or distribution center. ODL will then pick up the freight at the named domestic facility. If a supplier does not have a domestic presence, ODL will be the importer.
- Customs Brokers
 - ODL has designated Customs Brokers to clear shipments on our behalf. Suppliers must use the designated broker as per the routing instructions.
- Valuation of Merchandise
 - Suppliers are responsible for stating the proper value of the product being shipped per the terms and conditions of your contract with ODL.
- International Shipment Documentation
 - Suppliers are responsible for providing complete and accurate documentation for all international shipments. Documents must be sent with every shipment crossing a boarder. Any delays in Customs and/or penalties for incomplete or inaccurate information will be the responsibility of the supplier.
 - All charges resulting from the export and return of defective product shall be the responsibility of the supplier. All suppliers are obligated to annually provide ODL with all the appropriate Certificates of Origin (COO), also known as Manufacturer's Affidavit, to satisfy USMCA and origin requirements.
 - Commercial Invoice
 - A commercial invoice shall accompany each export to an ODL facility. Data required on the Commercial Invoice is as follows:
 - Port of entry to which the merchandise is destined.
 - Consignee (Ship to) complete name and the plant ID #
 - Sold to and ship-to may be the same in some scenarios.
 - Bill to name, address, and tax ID#



- Shipper address, Tax ID# (if applicable in shipping country), contact name and information.
- Ship date
- A complete detailed description of the merchandise, including the ODL part number to apply proper HS Classification and FTA eligibility.
- Quantities, weights (net and gross) and unit of measures of the material shipped (e.g., liters, gallons, kilograms, lbs...)
- Purchase price in the currency of purchase. Value of each item in the currency in which the transactions are usually made.
- Currency (USD, EURO, PES, etc.)
- All charges upon the merchandise itemized by name/category and amount.
- Country of origin for each part listed.
- Tariff classification number (HTS) – If available
- Incoterms and stated place.
- Invoice #
- Signature/Endorsement of shipper
- Special Notes:
 - The commercial Invoice and all attachments must be in the language of the importer country.
 - Equipment must be invoiced separately from Raw Material.
 - Equipment must be separated on different skids from Raw Material.

12.6.4 – Other Shipping Requirements (Sea Waybill from China)

The example below is of a Sea Container Waybill. The key fields are as follows:

- Shipper
 - Name and address of the shipper
- Receiver/Notify Party
 - Address of the Customer and or intermediate consignee
- Booking Number
- Seaway Bill #
- Export Reference
- Forwarding Agent




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- This is the exporter company.
- Country of Origin
 - Where the components were produced and shipped from
- Initial Carriage/Place or receipt
 - First transit from supplier to exporter and location of exporter
- Export Carrier/Place of loading
 - Vessel the container is on and location of loading onto vessel.
- Port of Discharge
 - The port of entry in destination country.
- Place of Delivery
 - Final delivery location of the container prior to traveling to end address.

Figure 7: Sea Waybill Example

Sea waybill for combined transport or port to port shipment

Shipper		B/L No.		
Consignee		Reference		
Notify Party		 <p>Albert Plesmanweg 59 3088 GB Rotterdam Tel.: +31 (0)10 - 491 33 50 Fax: +31 (0)10 - 491 33 97</p> <p>P.O. Box 58230 3308 PE Rotterdam E-mail: office@weclines.com www.weclines.com</p>		
Pre-Carriage by	Place of Receipt*			
Ocean Vessel	Port of Loading	AGENTS AT PORT OF DISCHARGE:		
Port of Discharge	Place of Delivery*	Freight Payable at	Number of original B/L	
Marks and Numbers Containers nos. & seals nos.	Description of Packages and Goods (Continued on attached Bill of Lading Rider pages), if applicable		Gross weight in kilos	Measurement in cbm
PARTICULARS FURNISHED BY THE SHIPPER - NOT CHECKED BY CARRIER - CARRIER NOT RESPONSIBLE (see cl. 15)				
FREIGHT AND CHARGES		Mode of transport:		
Total no. of Packages		<p>RECEIVED by the Carrier from the Shipper in apparent good order and condition unless otherwise stated herein the total number or quantity of containers or other packages or units indicated in the box entitled "Carrier's Receipt" for carriage subject to all the terms hereof from the Place of Receipt or the Port of Loading, to the Port of Discharge or Place of Delivery, whichever is applicable. IN ACCEPTING THIS SEA WAYBILL, THE SHIPPER EXPRESSLY ACCEPTS AND AGREES TO, ON HIS OWN BEHALF AND ON BEHALF OF THE CONSIGNEE, THE OWNER OF THE GOODS AND THE MERCHANT, AND WARRANTS HE HAS AUTHORITY TO DO SO, ALL THE TERMS AND CONDITIONS WHETHER PRINTED, STAMPED OR OTHERWISE INCORPORATED ON THIS AND ON THE REVERSE SIDE AND THE TERMS AND THE CONDITIONS OF THE CARRIER'S APPLICABLE TARIFF AS IF THEY WERE ALL SIGNED BY THE SHIPPER.</p> <p>Unless instructed otherwise in writing by the Shipper delivery of the Goods will be made only to the Consignee or his authorized representatives. This Sea Waybill is not a document of title to the Goods and delivery will be made, after payment of any outstanding Freight and charges, only on provision of proper proof of identity and of authorization at the Port of Discharge or Place of Delivery, as appropriate, without the need to produce or surrender a copy of this Sea Waybill.</p> <p>IN WITNESS WHEREOF the Carrier, Master or their Agent has signed this Sea Waybill.</p>		
Declared value (cl. 8.3)		<p>Place and date of issue: Signed on behalf of the Carrier: By: _____ (as agents only)</p>		
DEMURRAGE		<p>Upon expiration of free utilization period of container(s) demurrage is to be paid by the merchant prior to release of cargo. Free utilization period and demurrage rate according to carriers tariff is available upon request.</p>		



13.0 – Electronic Communications

13.1 - Electronic Commerce

Electronic Commerce Requirements: ODL requires EDI (Electronic Data Interchange) to be utilized by all suppliers throughout the Supply Chain. This includes the ability to receive Purchase Orders or Agreements (EDI type 850) and send ASNs (EDI type 856). Our suppliers must have the capability to interface with ODL using one of these options:

1. Supplier EDI system in 2024 (Intended for Suppliers that are EDI capable)
2. ODL Portal Available in 2024 (Intended for Suppliers that are NOT EDI capable or prefer to use the Portal)
 - a. Download ODL PO's/PO Changes
 - b. Enter/Upload Advance Shipping Notices (ASN's)
 - c. Enter/Review Invoice Information
 - d. Enter/Upload Acknowledgement Information

For suppliers that do not have an EDI system, we will make the ODL supplier portal available for you to communicate with ODL electronically. Once available, website link, login information, and training details will be communicated.

13.2 - Advanced Shipping Notice (ASN)

An ASN is the electronic transfer of shipment data from a supplier to a customer. The customer location utilizes the information contained within the ASN in two ways:

1. Determine and confirm goods in transit.
2. Verification against the shipment as product is received.

ASN's must be timely, accurate and contain all of the specified information (see list below.) The ASN must be created upon finalization of the shipment and be received by ODL within one hour from the time the shipment leaves the supplier's shipping location, or prior to its arrival at the ODL plant, whichever is earliest. ASN's not meeting the requirements may not be received, and a corrective action request will be issued.

EDI Specification to be Communicated later in 2023.

Portal Upload template for ASN's include the following inputs:

1. Shipment number / Packing slip
2. Ship Date
3. Arrival Date
4. Bill of Lading



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5. Supplier Name
6. ODL Supplier #
7. Standard Carrier Alpha Code™ (SCAC®)
8. ODL Item #
9. ODL PO #
10. ODL PO Line
11. Qty
12. Unit of Measure (UoM)

13.3 Supplier Portal

ODL is in the process of creating a supplier portal that will be made available to suppliers in 2024. The portal is intended for several purposes. First, we want to provide a self-service way for suppliers to retrieve and provide information. There will be more information to come as well as training and information on how to register your company and users. Below is a list of the intended functionality included.

1. Contact information
2. Retrieving PO's
3. Providing acknowledgements
4. Sending an ASN (Advanced Shipping Notice)
5. Reviewing invoice status

14.0 – Additional Requirements

14.1 – Access

The supplier shall allow ODL and their customers' representatives all reasonable access to their premises to:

- Conduct audits (on-site or remote) as may be necessary to confirm that the quality management system is performing as described in their manual.
- Confirm that product and subcontracted product or services conforms to specified requirements.
- Confirm the ability to sustain the declared production capacity.
- Verify the actions taken following a corrective action.

When circumstance allows, the ODL Supplier Quality Engineer will notify the supplier in advance of planned visits.



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14.2 – Confidentiality

The supplier is required to maintain confidentiality of all drawings, specifications, documents, or information provided by ODL in any form or means. All ODL provided documentation shall be maintained in a secure environment.

14.3 - Customer Directed Parts

All requirements stated in this manual apply equally to suppliers of customer directed parts.

14.4 – Traceability

Supplier must ensure identification and traceability of products supplied. The identification may include labeling of packaged products, manufacturing location, manufacturing dates/shift, part identification, and sub-contractor traceability. Lot or batch information is to be traceable back to sub-contractor.

14.5 – Training

Supplier employees must be competent and qualified for their job function. The supplier must ensure this through appropriate internal and external training courses. A training record must be available for all employees producing a product or service for ODL.

14.6 - Contingency Plan

The supplier is encouraged to submit a recovery/contingency plan for any quality, delivery, loss, or spill that could affect production flow of material into any ODL assembly facility or any service for ODL (excessive downtime, loss of power, building loss etc.).



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15.0 – Conclusions

This manual has been assembled with the support of a global, cross-functional team from ODL Quality, Purchasing, Supply Chain, Planning, Operations and Facilities Management. The objective of this manual is to clearly state our expectations that will support our operations and provide the level of acceptable quality and cost parameters that our customers require of us on an ongoing basis. With committed suppliers, we can meet and exceed these targets. We welcome feedback from our supply base for ideas that will create continuous improvement. If there are areas where you see we could be doing better, please be honest and transparent with your communications. Only by working together in a spirit of partnership and continuous improvement can we achieve more.

ODL is known as an innovator and leader within the markets that we serve. This has provided continued growth and prosperity for us and our supply base for over 75 years. We are committed to continue this tradition while working with dedicated and committed suppliers.

Thank you in advance for your efforts spent towards fully understanding and embracing this important ODL Supplier Manual.



16.0 - APPENDIX

Supplier Manual Acknowledgement Form

The supplier acknowledges that he/she has read and understands ODL’s expectations as written in this revision of the ODL Supplier Manual. The supplier understands that it is ODL’s expectation that their suppliers take seriously and abide by the requirements outlined within. The supplier’s Operations and Quality Management personnel is asked to sign off below and forward a copy via email to: SQA@odl.com.

Supplier Name:

Manufacturing Facility Address:

Operations Management (Please specify title): _____

Printed Name	Signature	Date Signed
_____	_____	____/____/____

E-Mail Address	Phone Number(s)
_____	() _____ () _____

Quality Management (Please specify title): _____

Printed Name	Signature	Date Signed
_____	_____	____/____/____

E-Mail Address	Phone Number(s)
_____	() _____ () _____

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17.0 – Document Revision History

Rev. Level	Rev Date	Author	Dir. / Mgr. Approval	Reason for update	Doc. Control Approval
IR	02-05-2018	Sean Murray	Todd Schauder	New Document	S. Murray
A	04-15-2019	Todd Schauder	Todd Schauder	Purchasing Revision	T. Schauder
B	07-31-2019	Todd Schauder	Todd Schauder	Global Revision	T. Schauder
C	01-03-2020	Ken St. John	Todd Schauder Kris Busman	Minor Edits / Formatting	T. Schauder
D	01-27-2021	Ken St. John	Todd Schauder Kris Busman Jon Karel	Major Content Additions from Supply Chain, Planning, Packaging & Quality	T. Schauder
E**	07-07-2021	Jon Karel	Jon Karel	Section 11.5 added definition for label description	T. Schauder
F**	05-11-2023	Ken St. John Jon Karel	Todd Schauder Kris Busman Jon Karel Jaime Zhang James Zhang Tiger Qiao Lee Ash Samuel Valenzuela	Extensive Wording, Grammatical, and formatting edits throughout. Several major revisions to Sub-Sections 9.1, 9.4, and 11.5 – Product Labeling. Addition of Section 13 – Electronic Communications.	T. Schauder

****ODL INTERNAL NOTE:** This document is posted on the ODL supplier web page at <https://www.odl.com/suppliers> and any future revisions must be uploaded there as soon as possible after being issued.