

Supplier Quality Manual

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**Trenton Pressing**

 **Supplier Quality Manual**

Trenton Pressing believes that our suppliers are our partners. This means that you as our supplier are an integral part of our meeting our intended mission statement and living up to our vision statement.

# About Trenton Pressing

At Trenton Pressing, your success is our business. As a direct Tier 1 supplier to customers such as BMW and Club Car, we leverage our manufacturing experience, industry expertise, and the passion of our people to help drive our success.

We intend to go beyond quality, price competitiveness, reliability, and service to please our customers. As a strategic supplier, we work collaboratively with our customers to understand their challenges and opportunities, and to develop innovative and practical solutions that add value and meet real business needs.

 Our people are the source of our strength, vitality, and reputation. We are a team—always moving forward, continually improving our products and processes and simply getting things done. We focus on doing the right thing for our customers and employees—and we will never compromise our integrity or reputation in the industry by doing anything less. We safeguard our employees’ health and well-being, give back to our communities and demonstrate respect for the environment.

**Our Mission Statement**

**TRENTON PRESSING, LLC** will:

* Engage in safe work practices for the benefit of our employees, neighbors, customers, and owners.
* Be profitable to guarantee our employees long term job security.
* Strive for excellence in Quality, Delivery, Performance, and Customer Satisfaction. When the kind of work we do is discussed – we want our name to be the first to come up.
* Listen to our people, seek out their ideas, respond to their problems and recognize their successes.

**Our Beliefs and Values**

* Our priority is to exceed our customers' expectations, both internal and external, every time. Total customer satisfaction is vital to our continued success.
* Our people are the source of our strength. They provide our corporate image and determine our reputation and vitality. Involvement, empowerment, trust, training, and teamwork are at the core of our values.
* Our suppliers and our customers are our partners.
* Continuous improvement is vital to our success.
* We strive to always do the right thing and to never compromise our integrity. The conduct of our company must promote social responsibility and command respect. In all our dealings we will be honest, above reproach and without discrimination.

# Introduction:

As a manufacturer and supplier of metal stampings and assemblies for the automotive and recreational vehicle industries, Trenton Pressing is committed to providing its customers with quality products and excellent service.

# Purpose & Scope:

This manual is for those companies who supply raw material, component parts and/or processing services to Trenton Pressing. Contained within are the expectations that are required of our suppliers to ensure the product/services we receive meet our needs as well as our customers’ needs. Our requirement is that all suppliers’ Quality Management Systems (QMS) are certified to ISO 9001:2015 at a minimum.
 As a supplier to the automotive industry, Trenton Pressing expects our automotive suppliers to have a goal of certifying their QMS to IATF 16949:2016 by an accredited third-party registrar. Any potential suppliers to Trenton Pressing not certified to either standard shall receive our support to ensure they meet the requirements of this manual before becoming an approved supplier. Feel free to contact Trenton Pressing if you have any questions regarding the contents of this manual. We are available to assist you in meeting our requirements or providing an on-site audit as appropriate.

Non-compliance to this expectation may have an impact on future business.

***\*Note: If a supplier to Trenton Pressing loses its certification, the supplier must inform Trenton Pressing of the change within 24 hours of the notification. Special measures (depending on findings) may be put in place to protect Trenton Pressing and its customers. An on-site visit by the Trenton Pressing team may be scheduled with the supplier to determine next steps\****

# Confidentiality:

The supplier agrees that all information received from Trenton Pressing is strictly confidential. The supplier shall not disclose any information to any other person, group or, use any information for any purpose other than what is required by contract or purchase order unless they have obtained written permission from Trenton Pressing. Information includes all correspondence pertaining to process, product, terms of sale, computations, and other information whatsoever in any form or medium.
Non-Disclosure Agreements (NDA’s) will be required for suppliers prior to receiving award andpost Start of Production (SOP) if already identified as a supplier.

## **Confidentiality (Sub-Contractors):**

Any on-site contractors (owners and employees) performing any work for Trenton Pressing must sign the confidentiality clause which highlights any contractors must not disclose any information about proprietary information pertaining to processes or product.

# Ethics & Social Responsibility:

The supplier is to be committed to conducting business ethically, legally and in a manner that is environmentally and socially responsible. We believe that demonstrating a commitment to corporate responsibility is integral to creating long-term employee, customer, and stakeholder value. Operating responsibly is both a core value and a common goal of Trenton Pressing’s leadership and staff.

The following articulates Trenton Pressing’s and our expected suppliers’ commitments in the areas of governance, people, the environment, safety, ethical business practices, and engagement.

## Governance:

* Source materials responsibly and only use validated conflict free smelters and refiners for the procurement of tin, tungsten, tantalum and/or gold that may be contained in the products being produced. Suppliers to submit completed Conflict Mineral Reports to Trenton Pressing when requested.
* Maintain high standards of integrity with employees at all levels of the company.
* Comply with and where possible, exceed legal requirements and industry standards applicable to our activities.
* Conduct business in an open, honest, and ethical manner.
* Integrate management responsibility in our business planning and decision-making processes.

## People:

* Practice ethical recruitment, hiring workers lawfully and in a fair and transparent manner that respects and protects their rights. This will include the respect and protection of the rights of all men, women, minorities, and/or indigenous peoples.
* Provide a respectful, inclusive workplace free from harassment, discrimination, violence, and intimidation.
* Do not discriminate based on gender, race, color, age, national origin, religion, disability, sexual orientation, marital status, or any other characteristic protected by applicable laws.
* Apply fair labor practices in accordance with national and local laws with child labor and/or forced labor being prohibited.
* Commit to investing in your employees by providing development opportunities which are aligned with individuals’ and company needs.
* Establish reasonable standards of performance and supply the necessary tools and resources to enable your staff to meet or exceed expectations.
* Maintain a positive and consistent approach in managing and improving employee performance and intervene when unacceptable behavior and / or performance occurs. Respond to employee needs through proactive engagement.
* Respect employee privacy and only access personal information for legitimate business purposes. Employee personal information to be securely stored, and any possible privacy breaches or security risks reported to top management and designated authorities.
* Follow all wage and hour laws and regulations to ensure all work performed by your employees is compensated fully and correctly.
* In the event of a concern, allow employees to use their collective power to approach management to achieve improved labor rights, improved workplace health & safety, maintain the right not to be discriminated against and to have the freedom from forced labor.
* Address any potential conflicts of interest with your employees. Help ensure they are not influenced or appear to be influenced by considerations of personal gain or benefit for themselves or their family members that may conflict with their obligation to your company.

## Employee Responsibilities:

Suppliers must ensure their employees act in the best interest of the supplier. It is not acceptable for an employee (or someone on your behalf) to:

* Give promise to give, or offer a payment, gift or hospitality with the expectation or hope that a business advantage will be received, or to reward a business advantage already given.
* Give promise to give, or offer a payment, gift or hospitality to a Public Official or Third Party to ‘facilitate’ or expedite a routine procedure.
* Accept payment from a Third Party that you know or suspect is offered with the expectation that it will obtain a business advantage for them.
* Accept a gift or hospitality from a Third Party if you know or suspect that it is offered or provided with an expectation that a business advantage will be provided by us in return.
* Threaten or retaliate against another Employee who has refused to commit a bribery offence or who has raised concerns under this policy.
* Engage in any activity that might lead to a breach of this policy or perceived breach of this policy.

It is the Supplier’s responsibility to:

* Ensure that all accounts, invoices, memoranda and other documents and records relating to dealings with Third Parties, such as clients, sub-suppliers, and business contacts are prepared and maintained with strict accuracy and completeness. No accounts must be kept ‘off-book’.
* Declare and keep a written record of all Gifts, Invitations & Hospitality according to company practice accepted or offered, which will be subject to managerial review.

## Freedom of Association and Collective Bargaining

In the event there is ever concern, Trenton Pressing employees are allowed to use their collective power to approach management in order to achieve improved labor rights, improved workplace health & safety, maintain the right not to be discriminated against and to have the freedom from forced labor.

## New Acquisitions

Suppliers should ensure any new business acquisitions do not unlawfully affect the land, the forest, or the water rights of other persons, and nor should it include any forced eviction of persons at any time during the acquisition.

## Company Security Forces

When enlisting the services of a private or public security force – the following must be true:

* The hired company’s security personnel must follow an ethical code of conduct.
* The hired company’s security personnel display lawful and ethical use of their powers.
* The hired company allows no conflicts of interest, and there is accountability, disclosure of assets, and full transparency when applicable.
* The hired company has a policy against the acceptance of gifts and bribery**.**

## The Environment and Sustainability:

Conduct business in an environmentally responsible and sustainable manner. Trenton Pressing’s goal is for our suppliers to implement and maintain an environmental management system such as ISO 14001:2015 or equivalent. Suppliers are encouraged to review the impacts of their processes on the environment and to monitor, record, and/or report as applicable their air quality/GHG emissions, noise emissions, energy consumption, natural resource usage, waste generation and/or water consumption for the purpose of identifying areas where reduction, reuse, and /or recycling efforts can be implemented. The supplier should ensure responsible chemical and oil management to prevent accidental misuse or the potential for spills to occur. Suppliers should investigate the potential to use renewable energy sources in their processes and strive to implement processes aimed at decarbonization. When new construction occurs, Supplier should take into consideration how it will affect their local animal welfare and soil quality. Investigate if new construction will cause deforestation and/or negatively impact the biodiversity of the surrounding land. Trenton Pressing suppliers should develop and implement environmental management and sustainability requirements for their own suppliers to ensure ongoing supply chain strength.

## Health and Safety:

Provide a safe and healthy workplace. The goal is for suppliers to implement and maintain and internal safety management system such as OHSAS 18001 or ISO 45001.

## Engagement:

Engage and work with stakeholders in a timely, respectful, and meaningful manner in planning and operations. Value the input of stakeholders and, where appropriate, incorporate their feedback in ongoing operations. Provide ample opportunity for face-to-face feedback at all levels of the company with an open-door policy.

## Whistleblowers:

A whistleblower is defined as an employee who reports an activity that he or she considers to be illegal or dishonest to one or more of the parties. Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

Whistleblower protection is to be comprised of confidentiality and non-retaliation.

## Anti-Bribery Policy:

Conduct business in an honest and ethical manner. Take a zero-tolerance approach to bribery and corruption and commit to acting professionally, fairly and with integrity in all business activities.

## Gifts, Invitations & Hospitality:

Policy does not prohibit normal and appropriate hospitality (given and received) to or from Third Parties. However, an employee should be prohibited from accepting a gift or giving a gift to a third party in the following situations:

* It is made with the intention of influencing a Third Party to obtain or retain business, to gain a business advantage, or to reward the provision or retention of business or a business advantage, or in explicit or implicit exchange for favors or benefits.
* It is given in their name and not in the name of the company.
* It includes cash.
* It is of an inappropriate type and value and given at an inappropriate time (e.g., during a tender process).
* It is given secretly and not openly.

Note: Trenton Pressing appreciates that the practice of giving business gifts varies between countries and regions and what may be normal and acceptable in one region may not be in another. The test to be applied is whether in all the circumstances the gift or hospitality is reasonable, justifiable and is proportionate. The intention behind the gift should always be considered.

## Protection:

Employees who refuse to take part in bribery or corruption, or who report in good faith their suspicion that an actual or potential bribery or other corruption offence has taken place or may take place in the future, should be protected from detrimental treatment and retaliation. Detrimental treatment includes dismissal, disciplinary action, threats, or other unfavorable treatment connected with raising a concern.

## Export Controls and Economic Sanctions:

We expect our suppliers to comply with all applicable export control laws, as well as laws that prohibit or restrict business relationships with sanctioned countries, entities, persons, or industry sectors.

## Antitrust and Fair Competition:

Comply with all applicable antitrust and competition laws which prohibit agreements or actions that unreasonably restrain trade, are deceptive or misleading, or unreasonably reduce competition without providing beneficial effects to consumers. Price-fixing, ‘bid-rigging’ (collusive tendering), and market/customer allocations are all strictly prohibited.

## Counterfeit Parts:

Suppliers must ensure that there is no risk of counterfeit products being shipped to Trenton Pressing. Counterfeit products are defined as items that are, or contain, unlawful or unauthorized reproductions, substitutions or alterations that have been knowingly mismarked, misidentified or otherwise misrepresented to be an original manufacturer’s part. Suppliers must have strict procurement policies in place to ensure traceability / chain of control for all items incorporated into their product**.**

## Cyber Security:

With the increased risk of cyber-attacks within the supply chain, Trenton Pressing needs to assess how our suppliers are prepared to handle these threats. Trenton Pressing will perform risk assessments based on the answers in Form 341. Trenton Pressing can then make an informed decision on whether alternate suppliers are needed. This is a requirement from our customers that require Trenton Pressing to receive a TI-SAX certification.

# Environmental Policy:

Trenton Pressing is committed to the protection and stewardship of the environment and the community in which we operate by:

* + - Preventing Pollution and Adverse Impacts on the Environment
		- Continually Improving our Products, Processes, and the Environmental Management System
		- Complying with all Legal, Environmental, and Organizational requirements

# Supplier Selection Plan

Trenton Pressing is committed to building strong partnerships with suppliers to ensure consistent performance to deliver quality parts, products, and services to our customers. In the pursuit of this mission, we seek out suppliers that align with our goals and have developed a systematic approach that supports the purchasing, quality, and product control functions of our company.

* Current suppliers and potential suppliers are determined by considering the following:
* Current Approved Supplier List
* Performance of current supplier
* Supplier Audit (see 7.3 Supplier Audit)
* Manufacturing Feasibility
* Risk Assessment & Contingency Planning (see 7.2 Contingency Planning)
* Price
* Certification (ISO 9001 or IATF 16949)
* Quality of Product

## New Supplier:

If Trenton Pressing determines that a new supplier has been selected for production parts, an on-site assessment will be conducted with the results recorded on the Form 351 Supplier Assessment form. This assessment is to identify potential risks that could affect the ability to meet product conformity and customer requirements. If risks are identified, the cross-functional team will decide the next steps for the potential supplier.
Example of next step (but not limited to):
A PFS (Problem Follow Up Sheet) will be sent to the potential supplier in agreement with Trenton Pressing to identify and close the gaps in the assessment and next steps for closure (See 7.6 Corrective Action Request & Escalation Process)
All non-conformances identified in the assessment must be closed before business is awarded. A follow-up audit maybe required to ensure findings are closed and meet Trenton Pressing and its customers’ expectations.

# Quality

## Quality Expectations:

Upon shipment of material or component parts, the supplier agrees that their product meets or exceeds all product specifications and expectations as stated on Trenton Pressing’s purchase order, release, contract and/or Production Part Approval Process request (PPAP).

For all deliveries, suppliers of raw materials (steel, aluminum, bar stock, etc.,) are required to submit a material certificate to Trenton Pressing for each heat number shipped specifying the correct dimensional and chemistry properties of the material received.

For all deliveries, suppliers of component parts are required to submit a quality inspection check record(s) to Trenton Pressing via e-mail to qualityga@trentonpressing.com for each lot/batch number shipped specifying the correct material and dimensional properties of the parts received. If multiple shipments are made from one batch/lot, only one submission per batch/lot is required. Trenton Pressing may require data as requested at any time during a receiving shipment / batch or production run to ensure it meets Trenton Pressing and its customers’ requirements. Data is expected to be received within 24 hours of the request being made. If the supplier cannot meet the expectation, the supplier must inform their Trenton Pressing representative or supplier quality engineer with a defined time frame of when the data can be expected. Failure to supply batch / lot or data information may result in corrective action being issued. (See 7.6 Corrective Action & Escalation Process)

NOTE: If a supplier has sent Trenton Pressing a shipment that is deemed to have quality concerns, all applicable parts (whole shipment, batch, and/or subsequent lots) may be held for offline inspection at the supplier’s cost (See 12.0 Supplier Chargeback & Associated Costs).
Clean point data (information including date of production and batch/lot code) will be required to release parts that may be held at an offline location to ensure that the batch, lot, or whole shipment is deemed OK for use for production at Trenton Pressing or its customers.

For all deliveries, suppliers of outside processes (coating, plating, etc.,) are required to submit process verification/certification records to Trenton Pressing via e-mail to **qualityga@trentonpressing.com** for each batch shipped specifying that parts were coated/plated to customer specifications.

All suppliers must ensure the competency, including qualification as required, of their personnel performing work to meet requirements of materials and component parts supplied to Trenton Pressing. Suppliers must provide evidence of operator training when requested.

## Contingency Planning:

The Supplier will identify potential emergencies that could significantly affect the flow of product to Trenton Pressing. The Supplier will develop, document and test contingency plans for those potential emergencies to help ensure product flow to Trenton Pressing is not affected. The Supplier will review the continued adequacy of their contingency plans annually at a minimum. Evidence of this requirement shall be made available to Trenton Pressing when requested.

## Supplier Audit:

A Supplier audit will be conducted prior to business award, supplier approval, and at yearly intervals throughout the purchase order and or contract that the supplier has with Trenton Pressing. The evaluation will occur through one of the formats listed below:

* A Supplier management system self-assessment
* Product assessment
* Process assessment
* A full management system assessment in person

If a supplier is ISO 9001:2015 or IATF 16949:2016 registered and has a green status on their scorecard, Trenton Pressing will review the supplier information and may deem their evaluation for the year is satisfied. It is the supplier’s responsibility to ensure that Trenton Pressing has a valid current copy of the supplier’s registration certification.

Suppliers could be subject to an onsite supplier audit by qualified Trenton Pressing team members if:

* During an assessment of a potential new supplier, it is deemed necessary by purchasing and quality management.
* A supplier is in “Step 2” of an escalation process. (Reference section 7.6 Corrective Action Request)
* A supplier maintains a red status for two consecutive monthsor 4 months during the fiscal year.
* A supplier’s ISO 9001/IATF 16949 certification status changes.

If purchasing and quality management determine that an onsite audit is required, the supplier will be notified by purchasing and an audit date will be set, giving the supplier ample time to prepare for auditors to arrive and prepare the answers (with evidence) required for the self-assessment.

If a supplier receives a red status on the audit, the supplier will be moved to Stage 2 of the escalation process as outlined in section 7.6.

## Product & Process Change Notification:

Suppliers are to notify the appropriate Trenton Pressing Purchasing and Quality representatives of any planned or unplanned changes to processes, material, and product.
See section 8.1 Change Management.

## Non-conforming Material:

The supplier will notify their Trenton Pressing Quality contact immediately of any product nonconformance because of a failure in the suppliers’ internal processes. The Supplier will be responsible to ensure that any product identified as nonconforming or suspect still on the supplier’s floor has been contained to prevent shipment to Trenton Pressing and from any unintended use.

If Trenton Pressing receives a delivery with non-conformities (quality or quantity),the supplier will be contacted and required to implement immediate short-term corrective actions and describe these in writing to Trenton Pressing within 24 hours.Trenton Pressing will notify the supplier if containment is needed at both Trenton Pressing facilities and/or its customers. Costs incurred for receiving non-conforming material (both at Trenton Pressing or its customers) will be the responsibility of the supplier. A Cost Recovery form will be initiated and sent to the supplier which may include line downtime (internal and external), sorting data, and costs associated with support group activity.
(See 7.6 Corrective Action Request & Escalation Process)

Trenton Pressing must at all times be able to continue to manufacture parts for its customers
\*NOTE: (Customers are defined as both internal and external)
According to their releases and schedules, if it is deemed necessary by the Trenton Pressing team, replacement material must be sent to Trenton Pressing at the supplier’s cost.
Red Flag meetings may be required to ensure that both Trenton Pressing and the supplier understand the requirements of part replacement if it is deemed Trenton Pressing or its customers may be affected
Expedite shipments of replacement material will be covered by the supplier
(See 11.0 Supplier Suspect or Reject Material Notification)

## Corrective Action Requests & Escalation Process:

Trenton Pressing may issue a request for corrective action to the Supplier due to poor quality or incorrect delivery occurrences.
This may include the following and is not limited to:
 - Trenton Pressing facilities
 - Customers - In field location failures
 - Warranty claims The supplier will notify their Trenton Pressing contact to acknowledge the receipt of the corrective action request. The Supplier is required to complete the corrective action and return it to their Trenton Pressing quality contact within the specified timeframe. The completion of the corrective action must include a root cause analysis, a corrective action plan, and a preventive action plan. All supporting documentation updates required (process flow, FMEA, control plan, instructions, training signoffs, etc.,) are to be included with the corrective action submittal. All corrective action reports from suppliers must be submitted on a Trenton Pressing Corrective Action Form 186 Trenton Pressing Supplier 8D Template. Trenton Pressing will supply Form 186 when Trenton Pressing notifies the supplier of a quality or delivery concern. See Form 348 Supplier Non-Conforming Material Notification.

Unless otherwise designated by Trenton Pressing’s customer, Supplier’s timing summary for 8D/CA response and final submission is as follows:

* 1. Initial response:
	i. Team members (inclusive of champion for the concern)
	ii. Problem Statement / Concern and impact to customer (such as potential shut down / line interruptions, recalls and warranty)
	iii. Interim Containment (Actions taken to protect Trenton Pressing and its customers)
	iv. Quality Alert with team member / associate sign off which acknowledges the concern
	is due within 24 hours of Supplier receiving the corrective action request.
	2. Final response is due within 10 business days of Supplier receiving the corrective action request.
	3. Supplier may contact Trenton Pressing’s Quality Engineer or Quality Manager for an extension before the submittal deadline has expired. Approved extensions are given to the Supplier in writing, usually via e-mail.
	4. Failure to meet the corrective action deadline without notifying Trenton Pressing may result in but not limited to:
	i. Self Assessment being sent to the supplier to understand failure to meet deadline
	ii. Escalation. ***See Escalation Process next page***.

**Trenton Pressing’s Escalation Process for Supplier 8D/CA Response & Final Submittal**



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## Inspection Measuring and Test Equipment:

Suppliers must have a process which includes appropriate documentation/quality records to ensure that the monitoring and measuring of product requirements can be carried out. This process must include calibration at specific intervals against measurement standards traceable to national or international standards. The Supplier will immediately notify Trenton Pressing in writing if an instrument faulty or out of calibration has been used for verifying/validating product conformance. Any product which may be affected will be treated as non-conforming material. See section 7.5 Non-conforming Material.

**Note**: For all automotive suppliers, accreditation to the ISO/IEC 17025 (or equivalent) may be used to demonstrate a company’s in-house laboratory conformity.

## Delivery:

Trenton Pressing suppliers and sub-contractors are expected to provide 100% on time delivery on all shipments. The suppliers will have the required material available for shipments at the time defined by the Trenton Pressing release. On time delivery is defined as zero days late and zero days early. A deviation of delivery may be granted from the scheduler based on needs and should be communicated via email/phone and confirmed by Trenton Pressing via email.

Raw material (steel, aluminum, bar stock, etc.,) suppliers must provide material certifications with each shipment.

Purchased component part suppliers and outside processing suppliers must supply copies of inspection check records or process verification records that show shipments meet Trenton Pressing’s customer specifications. (See 7.1 Quality – Quality Expectations)

## Packaging and Labeling:

Suppliers and sub-contractors must ensure that all packaging meets Trenton Pressing requirements as it pertains to the preservation product quality and the safety of people handling the material. Any specific packaging requirements will be communicated through the contract and/or purchase order. Packaging concepts are to be agreed upon during the award process.

## Traceability:

The supplier will have a system in place for the traceability of all material from receipt through all phases of processing, inspection, testing, and shipping. All raw material must be traceable to the producing mill (heat # and serial #). For those suppliers involved in further processing services of material, the original identification (Mill Tag) of the material must be traceable throughout the process.

All suppliers will include material heat #’s, production lot #’s and/or production batch #’s on the material certificates and/or shipment packing slip documentation they supply to Trenton Pressing for every product shipment. As part of our traceability process, Trenton Pressing records these identification numbers in its system to be able to properly contain suspect supplied product in-house and at the supplier in the event of a quality spill in house or at our customer.

## Requalification:

If required by Trenton Pressing’s customer, the supplier must submit a new PPAP annually including validation testing on all requirements per specifications or drawings per CSR’s (Customer Specific Requirements)
Any process or product changes must also be requalified if changes are not covered by an approved deviation.

## Special Characteristics:

All Special Characteristics must be identified on the supplier’s APQP documents and all related process and product documentation such as work / gauge instructions. Any measurements associated with the Special Characteristics must have a Cpk value no less than 1.67. If the supplier is unable to maintain a capability of 1.67 then measures must be taken in accordance with AIAG’s SPC Manual to ensure Customer Specific Requirements are maintained. If a measurement that **affects** Special Characteristics is reported on the supplier’s material cert, it is expected that the measurement is identified with the same Special Characteristic or equivalent per IATF-16949.

# Production Part Approval Process (PPAP):

All automotive suppliers must provide a Product Part Approval submission upon the request of Trenton Pressing. Suppliers must initially submit an MDS for their material/product to Trenton Pressing ID #

215136 via the IMDS system and again whenever a revision change occurs with their material/product. The Supplier PPAP Request form outlines the documentation needed from the supplier to support any PPAP requirement.

PPAP must be carried out on the following:

* New parts
* On changed parts, controlled by an engineering change request
* When a new supplier is introduced
* When a previous PPAP has been rejected
* When required by Trenton Pressing
* When a Trenton Pressing customer requires requalification
* If process changes or new equipment is being used
* Annual revalidation

## Change Management:

Changes initiated by Trenton Pressing/Trenton Pressing’s customer will be communicated to the Supplier and a new PPAP requested. Any updated drawings, packaging specs, etc., will be provided to the Supplier.

Internal changes occurring at the Supplier must be communicated to Trenton Pressing as soon as possible with a documented approval secured from Trenton Pressing if a change affects process or product. Trenton Pressing will decide if the proposed change can be implemented based on conditions regarding quality assurance and initial sampling**.**

Such changes can be:

* Significant changes to the manufacturing process, such as new equipment or moving of

 equipment

* Change of material
* Change of material supplier
* Change of subcontractor
* Supplier’s equipment has failed and requests to transfer production

Note: Supplier must refer to AIAG’s PPAP Manual, 4th Edition, Section 3 - Customer Notification and Submission Requirements for change requirements. Any changes made at the supplier that require communication to the customer must be communicated to Trenton Pressing prior to change. Any changes requiring PPAP must be approved by Trenton Pressing through a PSW prior to the change. Temporary or emergency changes can be approved through a deviation by Trenton Pressing.

# Supplier Performance Reporting:

The supplier’s performance is taken into consideration as part of future sourcing decisions as well as identifying areas to focus continuous improvement efforts.
Included but not limited to are as follows:
1. Calibration of measurement equipment
2. Outside sourcing
3. Laboratories used by the suppliers to validate process (and) or product
 Scorecards will be maintained for all raw material, component part and outside processing suppliers. These scorecards will be sent out on a quarterly basis at the supplier’s request. Please send your request to receive quarterly scorecards to qualityga@trentonpressing.com.

In the event of a quality or delivery nonconformance, Trenton Pressing will contact supplier with a corrective action request that needs to be submitted back to Trenton Pressing, along with the scorecard which shows the PPM value for the nonconformance. If the scorecard does not meet Trenton Pressing expectations, the escalation process may start which, could result in an on-site audit by the Trenton Pressing teamSee section “7.6” for details concerning corrective action requests and the escalation process.

Suppliers are scored based on PPM level (rejections / receipts per month) and delivery (discrepancy / qty due). Raw Materials suppliers’ quantity received will be in pounds and Component/Outside Processing suppliers’ quantity received will be in parts. Customer disruptions and supplier expedited freight occurrences not caused by Trenton Pressing will also be monitored. Failure to meet the delivery dates as highlighted by the releases without explanation will result in DMR’s being issued along with a corrective action form to resolve the concern.

**Scorecard example:**



# Cost Recovery:

Supplier Cost Recovery (CR) will be initiated by Trenton Pressing when it has been determined that the supplier is responsible for shortcomings in quality, delivery, etc. Cost Recovery will be communicated via email. The Cost Recovery process will include but is not limited to costs associated with non-conforming supplied product at Trenton Pressing, in transit to Trenton Pressing, at Trenton Pressing’s customer, and/or in transit to Trenton Pressing’s customer. Cost Recovery to include any line downtime costs at Trenton Pressing and/or Trenton Pressing’s customer due to a supplier delivery or quality issue. Warranty returns due to a supplier issue, costs required to analyze and rectify the effects of a supplier issue, and customer launch issues due to supplier issues will be included in Cost Recovery. Any external inspection costs, analysis costs, recertification costs, transit costs and/or costs to manage the implementation of a corrective action incurred by Trenton Pressing due to a supplier issue to be included. The level of cost recovery against supplier related issues will be a significant factor in Trenton Pressing’s sourcing decisions.

Any supplier quality or delivery issue not caused by Trenton Pressing will result in a minimum administration chargeback to the supplier of **$250.00.**

(See Section 12.1 Breakdown of Chargeback and Cost Recovery)

# Suspect Quality at Suppliers Facility:

If a supplier of Trenton Pressing identifies a potential failure and then communicates with Trenton Pressing and takes appropriate action to contain and correct a potential concern before the concern is

identified or before the parts are used at the Trenton Pressing plant, then the parts shall not be counted against PPM as noted in section 9.0 Supplier Performance Reporting.

However, costs may incur to protect Trenton Pressing processes such as containment / sort activity if parts have been shipped (Parts in Transit) This may also include cost to replace material if Trenton Pressing identifies the need due to potential line shutdowns at their facilities or its customers.

* 1. **Supplier Suspect or Reject Material Communication:**

## Nonconforming material may be identified during one or all the following processes:

 1. Incoming inspection on or off the truck or dock during unloading / receiving
 a. This can be part quality or label concern such as:

1. Wrong label
2. Incorrect quantity
3. Missing label
4. Broken dunnage which may be a factor pertaining to part quality concerns
5. Staging of product prior to assembly
6. Assembly
7. Processing
8. Final product audit
9. Packing of FG’s (Finished Goods – ready to store / ship)
10. Reliability testing
11. OEM notification
12. Any other process a failure has been found

Once identified, the responsible Trenton Pressing Supplier Quality contact shall communicate the nature of the concern to the supplier with supporting evidence such as:

* 1. Pictures
	2. Dates of product sent from supplier and lot information
	3. Julian Date reference for metal stampings
	4. Labels
	5. Data
	6. Sample parts for review / investigation (if needed) and request the following (if applicable): Containment / sort activity at both facilities (if needed within 24 hours) and *any* of Trenton Pressing customers if the escape has the potential to reach or has reached and impacted their processes.

After communication has been established Trenton Pressing will require the following:
a. Root cause investigation and analysis through quality tools which can be inclusive of the following at suppliers’ discretion:
b. 8D
c. 5L5W
d. Ishikawa (Fishbone Analysis) and corrective action(s)
e. FTA (Fault Tree Analysis)
f. Any other quality tools the supplier may add to establish root cause

Both parties (Trenton Pressing and the supplier) will continue to monitor until all actions have been fully addressed and the issue can be closed with verifiable data / evidence.
A follow up audit may be required at the suppliers facility if a re-occurrence of the failure happens within 30 days of corrective action closure, or 60 days if it a repeat issue, the original corrective action form will be sent back to the supplier for review and re-assessment due to the repeat occurrence.
Escalation Step 2 may be initiated based off the severity of the failure and containment activities to protect Trenton Pressing and its customers for a minimum of 30 days at the cost of the supplier
(See Escalation Step Process 7.6)

# Supplier Chargeback & Associated Costs:

Suppliers are expected to respond to the chargeback within three working days.

Failure to accept, acknowledge or reject a chargeback within 30 calendar days will result in automatic debiting of all charges associated with the original problem concern which will be sent from the Trenton Pressing Purchasing Representative and (or) Controller/Finance Director.

## Breakdown of Chargeback and Cost Recovery:

* Administration Fee $250.00.
* Support Staff involvement (Such as technical support, QE & ME) $45 per hour (Min 4 hours).
* Support Staff involvement (Such as quality tech support) $35 per hour (Min 4 hours).
* Sort / Containment set up and Staff Support (GP-12 Inspector) $20 per hour per person (Min 4 hours).

NOTE: Suppliers may opt to use a 3rd party sort company to contain / sort suspect material at Trenton Pressing facilities at their cost. This can either be initiated by the supplier or Trenton Pressing if approved by the supplier. If the latter occurs this will be reflected on the final chargeback to recover the associated costs incurred

* Logistics and moving suspect material to offsite warehouse $100 (Truck usage).
* Support Staff involvement (FLT Driver) $25 per hour (Min 4 hours).

NOTE: If Trenton Pressing has a defect product escape to the customer, an additional charge of $250 will be applied to the chargeback if it is deemed that the supplier was responsible for the defect and clean point was deemed to be no good.This type of escape could further affect the supplier’s scorecard and possibly result in an Escalation Level 2 based on how it affects Trenton Pressing or its customers’ safety, quality, delivery and/or cost is affected.

If the quality issue or non-conformance results in a line stoppage – the fee per hour is $400 minimum.