

Supplier Quality Manual

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TABLE OF CONTENTS

1	Introduction.....	2
2	Scope.....	3
3	Company Profile and Quality Policy.....	4
4	Compliance with CSR, HSE and sanctions.....	5
4.1	<i>General</i>	5
4.2	<i>Global Sustainability and Corporate Social Responsibility Supplier Requirement</i>	6
4.3	<i>Environment and Safety Requirements</i>	7
4.4	<i>Sanctions</i>	8
5	Implementation.....	9
6	Supplier Selection and Approval Requirements.....	10
7	Audits.....	11
8	Expectations and Obligations.....	12
9	Non Conformity Product Management.....	16
10	Consequences of a Non-Conforming Product.....	17
11	Escalation Procedure Scope and Process.....	18
12	Contingency Plan to maintain supply.....	20
	Appendix A.....	21
	Appendix B.....	23
	Quality Manual Holders.....	24

1 Introduction

This manual has been created to assist our Suppliers in understanding the purchasing and quality requirements for products and services supplied to Rosti Automotive.

The Supplier Quality Manual (SQM) will also function as a tool to ensure the compliance of Rosti Automotive and its Suppliers in complying with applicable standards.

In order for Rosti Automotive to maintain compliance to IATF 16949, ISO 9001:2015, ISO14001:2015 (Applicable Requirements) direct material suppliers to Rosti Automotive must have at a minimum ISO9001:2015 with plan to achieve IATF 16949.

In the event where no certification is accredited, we may accept the approval by an OEM, or a system audit conducted by Rosti Automotive based on historical Supplier performance criteria's.

Indirect suppliers and Service suppliers must be in compliance with Rosti Automotive and applicable legislative requirements with a plan to achieve ISO 9001:2015.

Rosti Automotive acts with honesty and integrity and expects the same from our Suppliers.

2 Scope

The intent of this Supplier Quality Assurance Manual (SQM) is to extend the scope of the latest applicable requirements and to include any specific requirements for Rosti Automotive and its customers.

This document defines the basic quality systems and procedures required for all suppliers to Rosti Automotive.

The SQM is to describe general requirements for Rosti Automotive's Suppliers as well as to define the criteria regarding Supplier award nomination.

This document includes a commitment to environmental, Corporate Social Responsibility (CSR) and sustainability, to the principles of all internationally recognised human rights, labour and social standards.

The Supplier's quality system is subject to review and evaluation by Rosti Automotive personnel and this document will serve as the basis for such a review.

This manual is provided as a supplement to, and does not replace or alter, any purchase agreement the general purchase conditions or requirements included in applicable engineering drawings, specifications and other contractual documents or otherwise. Where a Supplier is to subcontract its Products or Services, the Supplier commits to adhere to the current SQM, and undertakes to ensure its own sub-Supplier(s) also comply with Rosti Automotive's expectations.

3 Company Profile and Quality Policy

Rosti Automotive offers a broad range of highly complex exterior, interior and under bonnet components and assemblies forming the backbone of our offer in engineering plastics. Supplemented by the use of metal fixings and fasteners from our Canning Brett operation, these complimentary areas ensure we can offer a full service supply solution from design through to final assembly.

We are committed to managing risks and opportunities by the setting of clear quality objectives and meeting customer expectations through implementing, monitoring and continually improving the performance of our management system.

Rosti Automotive recognises the effective establishment and implementation of a quality based management system which is integral to delivering a service that complies with and meets all stakeholder expectations and the strategic direction of the company.

The Quality Management System Rosti Automotive has developed is conforming to the quality standards ISO 9001, IATF 16949, regulatory, statutory and customer specific requirements.

Rosti Automotive and their business associates operate towards the "Zero Defects" philosophy. We must strive for a fundamental quality system that provides for continual improvement in the quality of product, delivery and services. Emphasis should be on defect prevention and the reduction of variation and waste in the supply chain.

4 Compliance with CSR, HSE and sanctions

4.1 General

Rosti Automotive is committed to the highest norms of business conduct. As such, Rosti Automotive's business operations shall be based on our Code of Conduct, advocating fair competition and ethical conditions within the legal frameworks of the countries where we are located or otherwise operate.

One of the cornerstones of the undertaking is to comply with all relevant laws, rules and legislation applicable in the markets in which Rosti operates. Engaging in behaviour or activities contrary to applicable laws and regulations, does not only violate our promise to our stakeholders but may also result in negative effects on Rosti Automotive's good reputation as a fair and ethical business partner.

Rosti expects that Suppliers and any Sub-suppliers as a minimum complies with, and procures that any other person associated with the Supplier complies, with all applicable laws, statutes, regulations and codes from time to time in force.

Suppliers shall notify Rosti Automotive as soon as they becomes aware of any actual, potential or suspected breach whether by the Supplier or elsewhere in a supply chain which has a connection with Rosti Automotive.

Suppliers shall prepare and deliver to Rosti Automotive or Rosti Automotive's customers, reports (signed by an authorised officer) confirming compliance with the relevant requirements at Rosti Automotive's request.

A Supplier shall indemnify Rosti Automotive against any losses, liabilities, damages, costs and expenses incurred by, or awarded against, Rosti Automotive as a result of any breach of these requirements by Supplier.

4.2 Global Sustainability and Corporate Social Responsibility Supplier Requirement

Rosti Automotive is committed to acting honestly, ethically and with integrity. This includes respecting and supporting the basic human rights of all people within Rosti Automotive business and throughout its supply chain.

Following the international guidelines and Rosti Automotive's Code of Conduct the expectations are clearly stated as industry best practice.

Following International Guidelines our Suppliers are expected to support:

- United Nations Global compact and International Bill of Human Rights.
- International labour organization declaration on fundamental Principles and Rights at Work.
- OECD's Guidelines for Multi-National Enterprises.

It should be the aim of the Supplier to make contractual arrangements to ensure all Sub-suppliers comply with the standards and rules set out in this manual and the relevant Declaration Document.

Monitoring of Suppliers practice within these guidelines will be part of the Suppliers audit and assessment according to Rosti Automotive policy.

4.3 Environment and Safety Requirements

Suppliers to Rosti Automotive must ensure compliance as follows:

- Comply with the environmental regulations and requests such as Material and substances reporting, recycled content, recycling solutions, European Directive on End of life Vehicles (ELV) and its annex, customers' special requests.
- Guarantee that no critical / hazardous material and substances such as heavy metals are contained in its Parts and Materials according to ELV directive (End of Life Directive) (2000/53/EC and its updated Annex II. See the consolidated text of the ELV Directive on the following website <http://europa.eu/>) see Environment / waste /waste from consumer goods / end-of-vehicle life.
- All Suppliers will have to fulfill the REACH Regulation 1907/2006/EC (REACH) and will comply with Rosti Automotive requirements which prohibit their use in its process of substances, or mixtures containing substances classified as Substances of Very High Concern (SVHC), pursuant to Regulation (EC) No 1907/2006 (The REACH Regulation).
- Provide material documentation data. Rosti Automotive requests Suppliers to submit ELV data through direct entry into IMDS via the Internet (<http://www.mdssystem.com>) or MACSI.
- By adopting the standards of Zero Defects and 100% On Time Delivery / Right Quantity, Suppliers commit to continuously improve the supplied Quality level and recognize that any PPM target is not an accepted quality level, but represents an intermediate continual improvement step toward shipment of Parts/Materials meeting Zero Defects requirement.
- Conflict Minerals. The Supplier commits to fulfil the Conflict Minerals Rules according to U.S. federal legislation which affects manufacturing industries. Under Section 1502 of the Dodd-Frank Wall Street Reform Act, manufacturers who file reports with the Securities and Exchange Commission (SEC) are required to determine whether the products that they manufacture or contract to manufacture contain "conflict minerals" that are necessary to the functionality or production of those products, as those terms are defined in the enacted regulations. "Conflict minerals" is defined to include certain types of specific minerals, regardless of where they were sourced, and include gold, tin, tantalum, tungsten, and some other derivatives.

The Supplier is obliged to complete annually the Conflict Minerals Report and send it back to the relevant Rosti Automotive plant as required. Further information and reporting template available:

<http://www.conflictreesourcing.org/conflict-minerals-reporting-template/>

4.4 Sanctions

Suppliers to Rosti Automotive must always conduct its business in compliance with any sanctions imposed by:

- (a) the US government or any US agency (including the Office of Foreign Assets Control of the United States Department of the Treasury (OFAC),
- (b) the US State Department,
- (c) the US Department of Commerce,
- (d) the US Department of the Treasury,
- (e) the United Nations;
- (f) the European Union and any of its member states where a member of the Rosti Group is incorporated; and
- (g) any member state of the European Economic Area where a member of the Group is incorporated.

For the purpose of this quality manual, sanctions means any economic or financial sanctions laws, regulations or trade embargoes imposed, administered or enforced from time to time by any of the above authorities.

Supplier are require to assist Rosti Automotive to provide relevant information to Rosti Automotive or its customers regarding the origin of any material used as well as relevant sanction and/or customer numbers/ codes (e.g. HS Code, ECCN number or code EAR99)

5 Implementation

Rosti Automotive is committed to selecting the right Suppliers, to support the Rosti Automotive team to continually improve performance rating towards, zero defects, on-time delivery and adding value.

This document will clearly define and ensure the assurance of Supplier's approval and nomination processes as defined within this manual and acting alongside the Rosti Automotive Purchasing conditions.

Suppliers are required to generate an Advanced Product Quality Plan in accordance with AIAG requirements. This applies to all Suppliers, including Directed Suppliers unless specified differently in a tri party responsibility matrix agreed between the OEM, Rosti Automotive and the Supplier.

6 Supplier Selection and Approval Requirements

In parallel to the acceptance of Purchasing Conditions, Rosti Automotive Suppliers are expected without limitation to agree and provide evidence of:

- Quality management system in compliance with Rosti Automotive standards and applicable requirements OR at Rosti Automotive's discretion, we may accept a Quality management system approved by an OEM or approved by a system audit made by Rosti Automotive following the customer specific requirements
- Supplier Sustainability Standard Declaration Document
- Formal and written Acceptance of the Supplier Quality Assurance Manual
- Formal and written Acceptance of key documents defining the terms and conditions between Rosti Automotive and its Suppliers
- Formal agreement of supply chain communication. In order to minimize the effort and associated proneness to error in the transmission of business data between Rosti Automotive and its Suppliers, transmission of business data is offered via EDI (Electronic Data Interchange).
- Global Materials Management Operational Guidelines/Logistical Evaluation (MMOG/LE). This AIAG tool must be part of the operational system of our suppliers. MMOG/LE represents the global standards for supply chain management processes that provide industry best practices. It is intended to establish a common definition of materials practices to facilitate effective communication between trading partners. RA will provide support to suppliers who are in the process of incorporating this tool as part of their standard operational procedures.

The tool can be used by both supplier and customer throughout the entire product life cycle, including early product development and pre-production phases, and the post-production aftermarket/service phases.

- Packaging and Labelling specifications agreement. Suppliers into Rosti Automotive must ensure compliance to the agreement of OEM specification.

All parts will be delivered in agreed packaging and labelled to Odette standard.

- Electronic Delivery Notification (Advanced Shipment Notification (ASN) or Dispatch advice message (DESADV)) must be delivered at the moment of truck departure from Supplier plant. Electronic Delivery Notification submission is an important input for the evaluation of Supplier delivery performance.
- Suppliers without an existing EDI connection to Rosti Automotive or ASN notification ability will be supported to ensure timely implementation in accordance with coordinated process steps.
- Valid liability insurance policy (with appropriate coverage),
- Formal Acceptance of a Non-Disclosure Agreement (NDA) as applicable
- Rosti Automotive personnel and/or customers or the customer's representatives have the right to verify at the Supplier's premises and at company owned premises that subcontracted product conforms to specified requirements
- Engineering and Process change procedure

These conditions are applicable to all Suppliers, including Customer directed Suppliers.

7 Audits

A Supplier Audit is mandatory for all New Suppliers. Rosti Automotive will plan and execute the audits as per our requirements.

Rosti Automotive has the right to conduct periodic visits at any Supplier location that currently does direct and indirect business with the Rosti Automotive group.

Whereby Rosti Automotive's customer requests an onsite visit or audit, they must be accompanied by a Rosti Automotive representative. A Supplier shall accept such audit requests during normal business hours and shall assist Rosti Automotive with reasonable assistance and relevant access, both to onsite and in relation to requested documentation.

If an audit, where during an onsite visit or by providing information, may result in the breach of applicable competition laws (e.g. the Supplier manufactures parts for a competitor of Rosti Automotive or its customers), the Supplier shall notify Rosti Automotive as soon as possible of such actual or potential breach.

8 Expectations and Obligations

Engineering and Technical support:

Rosti Automotive is dedicated to the manufacture of the highest quality products. In order for this objective to be achieved Suppliers must be able to provide engineering and technical support as required.

PPAP Submission process:

The level of PPAP submission always defaults to a Level-3 PPAP submission, unless otherwise specified. The language is English, parallel translations are acceptable. The PPAP is at no cost to Rosti Automotive. In order to receive full payment for tooling related to the specific product being purchased by Rosti Automotive, the Supplier must obtain full PPAP approval.

Handling of Pre Production Parts:

All deliveries of prototype, first off tool and pre series components, the Supplier must provide:

- Identification of Part pedigree to be clearly documented
- Initial Sample Inspection Report (ISIR) with each batch
- Any other specified requirements

APQP and Safe, Flawless Launches:

All Suppliers shall utilize and maintain the AIAG Advanced Product Quality Planning (APQP) methods at all stages with the goal of defect free launch.

Reference Manuals:

- (a) AIAG Production Part Approval Process (PPAP)
- (b) AIAG Statistical Process Control (SPC)
- (c) AIAG Measurement Systems Analysis (MSA)
- (d) AIAG Advanced Product Quality Planning and Control Plan manual (APQP)
- (e) AIAG Potential Failure Mode and Effects (FMEA)
- (f) International Automotive Task Force: IATF16949

The Supplier must assess the feasibility of the proposed design during their APQP phase of the program. Customer design ownership does not absolve the Supplier's obligation to assess design feasibility. The team must be satisfied that the proposed design can be manufactured, assembled, tested, packaged and delivered in sufficient quantity on schedule to Rosti Automotive. The Supplier's confirmation that the proposed design is feasible should be documented along with all open issues that require resolution and presented to Rosti Automotive.

Serial Production Ramp up Inspection

At the Start of Production (SOP) the Supplier is required to implement a heightened inspection for an agreed period of time or until all requirements are fulfilled. This heightened inspection plan must contain all key characteristics defined on the drawing as a minimum requirement and will require submission and approval by the receiving Rosti plant before the SOP. It must be submitted during the APQP process and is a part of the PPAP submission.

The heightened inspection plan will be subject to the following rules:

- 100% inspection of all key characteristics as defined in the pre-production control plan.

Run @ Rate / Capacity Analysis

1. Suppliers are required to perform a run at rate / capacity study as part of their PPAP process. The results shall be documented on the Supplier Run @ Rate Capacity form and submitted as part of the PPAP package. A full process audit during Run @ Rate is required and documented.
2. The purpose of the Run @ Rate is to ensure that the Supplier's process is capable of meeting PPAP and **volume requirements**.
 - a. Where equipment and / or processes are shared with other part numbers, the Supplier is required to perform a capacity study prior to a Run @ Rate, to ensure that equipment / process capacity is sufficient for production.
3. During analysis, all production tooling must be in place and running at full line rate, using all production processes, personnel, gauging and procedures. The process and controls shall be reflected in the Supplier's control plan.
4. The number of components or duration of the Run @ Rate must be agreed with Rosti Automotive. The results should then be projected to show the results based on an 8-hour production run.
5. Future capacity studies may be requested of the Supplier based on volume increases

Annual PPAP Validation

A layout inspection and a functional verification to applicable Rosti Automotive Engineering Material and performance standards shall be performed for each product as specified in the control plan.

The result shall be available for review.

Note: Certificates of Conformity are not acceptable.

Note: Annual Validation is at no cost to Rosti Automotive.

Note: Based on specific customer requirements, additional documentation may be required. If additional items are needed, this will be communicated to the Supplier.

Note: PPAP files must be retained for 12 years post End of Life.

Supplier Change Request

No change on the product, manufacturing location, process or Sub-supplier is allowed without written Rosti Automotive approval. The Supplier must send a change request to Rosti Automotive in the form of Supplier Request for Engineering Approval (SREA).

Rosti Automotive will then investigate the possibility to implement the change and will inform the Supplier when a decision has been taken. A full new PPAP and re-validation of the part and process will be requested if the change is accepted.

Product identification and Traceability

1. Rosti Automotive requires the Supplier to establish and maintain procedures for identifying the production lots from receipt of raw material through shipment of final product. This system should permit the segregation of suspect material, and the reporting of quality and production data.
2. All required paperwork such as material certifications, inspection reports, shall be retained by the Supplier, and be available to Rosti Automotive upon request within 24 hours.

Tools and Gauges Labelling and Maintenance

All Tools and Gauges, property of Rosti Automotive or belonging to Rosti Automotive on behalf of Rosti Automotive's Customers, must be properly labelled by the Supplier according to Rosti Automotive's requirements. All servicing and maintenance must be according to IATF16949 expectations.

Record Retention

Records will be retained at the Supplier as follows:

- (a) PPAP minimum of 12 years past life of program
- (b) Material certification 3 years
- (c) Inspection reports 3 years
- (d) All other documents not specified for a minimum of 3 years

9 Non Conformity Product Management

In the event of a defect part reaching Rosti Automotive containment (D3) is required within 24 hours, root cause analysis (D5) within 5 days and permanent corrective action (D7) within 30 days, using the 8D format.

In the event of a Supplier causing a production line stop immediate action is required. The Supplier is responsible for containment at their facility, parts in transit, parts in Rosti Automotive and at Rosti Automotive end customer(s), including any stock held.

Where stock sorting is required at the end customer this will be by the approved 3rd party partner, e.g. G&P.

In the case where Rosti Automotive must sort Supplier parts in order to keep production supplied with defect free components, the Supplier will be charged for the sorting cost. This charge may be applied to both components and finished assemblies in which the components are used. If a Supplier defect causes Rosti Automotive's finished product to be reworked or scrapped, all charges incurred will be the responsibility of the Supplier. All other related costs will be charged to the Supplier.

In the case where the Supplier cannot implement a permanent corrective action the Supplier could be subject to on site audits, New Business Hold (NBH) status and ultimately be removed from the panel of Approved Rosti Automotive Suppliers.

10 Consequences of a Non-Conforming Product

Supplier is charged for all the costs related to the Non Conformity according to its responsibility, on a case by case basis, as listed hereafter without being limited to:

Hours & time lost by Rosti Automotive teams or sub-contractors, during following activities:

- sorting of the stock potentially impacted by the non-conformity (containment)
- reworking of the defective parts, when possible
- defining, isolating and correcting the Non-Conformity

Quality fire wall costs

- Material losses, scraps, defective parts
- quantities of raw material loss
- number of purchased parts scrapped
- number of Rosti Automotive products scrapped: Injected/ Painted/ Assembled

Logistic costs

- specific packaging cost to manage the Non-Conformity
- extra-storage surface area used for the Non-Conformity
- specific transport costs due to the Non-Conformity

Rosti Automotive sites Production costs

- Rosti Automotive production hours lost as a result of the Non-Conformity
- Rosti Automotive extra-production cost, generated by the Non-Conformity, (e.g. weekend or night shifts extra costs)

Warranty Costs

- As billed by end customer plus Rosti Automotive administration charge
- These costs will entail removal and re installation onto the vehicle administration and labour charges at garage technician rates

Other customer costs and penalties

As billed by end customer plus Rosti Automotive administration charge

Other costs

Rosti Automotive staff travel costs due to the Non-Conformity

11 Escalation Procedure Scope and Process

In the event where a Supplier cannot implement a permanent corrective action to supply zero defects into Rosti Automotive, the escalation process to safeguard quality and deliveries will immediately come into action.

This escalation model supports:

- quick and effective action
- binding and sustainable process optimization. If necessary, to eliminate faulty purchased material, cross-functional teams are to be formed between the Supplier and Rosti Automotive as well as, if applicable, external experts. The escalation model "Supplier / Purchased Parts" describes the procedure in the event of:
 - Supply of defective products
 - inadequate delivery reliability
 - Supplier repeatedly fails to correct the defects
 - failure to implement corrective actions to improve logistical processes
 - Insufficient collaboration in project management phase

In the case of new projects and or changes within the production the escalation process applies as follows if:

- the Supplier is in delay with defined project milestones
- the Supplier is in delay with or is not delivering the requested documentation
- the communication with responsible Rosti Automotive contact partners is missing or insufficient
- work on the defined measures in order to reach the project targets is insufficient
- Supplier fails to apply the defined tools
- Repetitive bad quality of prototype deliveries

De-Escalation

A de-escalation of the Supplier is carried out by the respective plant to:

- the previous level or
- Withdrawal from the escalation process fully.

Costs

Costs incurred by applying the Escalation Model have to be covered by the Supplier.

Escalation Levels Process Reference Matrix – The timing scales defined on each level indicate period with no incidents to achieve de-escalation.

	Level 1	Level 2	Level 3
<i>Business Status</i>	<i>Approved</i>	<i>New Business Hold</i>	<i>Development Plan Resource</i>
<i>Process</i>	Plant Quality Team <ul style="list-style-type: none"> • Letter to supplier including escalation checklist, action plan request. • Requirement that supplier draws up an action plan. • 100% self-inspection by supplier incl. stock at plants & in transit. 	Supplier Development Team <ul style="list-style-type: none"> • Letter to inform escalation and actions to supplier including Escalation checklist • 2nd Party Audit at supplier. • Action plan review, defect analysis, timing plan agreement. • Suppliers representative to correct the defects on Rosti Automotive premises. Presentation by Supplier senior management of action plan. • 100% inspection by third party at the supplier. 	Purchasing Team <ul style="list-style-type: none"> • Executive Management Meeting: Rosti Automotive Purchasing- Quality - Logistics plant affected and Supplier's Senior Management. • Alternative sourcing plan. • 100% inspection by third party at the supplier and at Rosti Automotive receiving part.
<i>NPI</i> <i>*New Product Introduction</i>	100% inspection by 3rd Party	100% inspection by 3rd Party	100% inspection by 3rd Party New Business Hold
<i>Timing To De-escalation</i>	30 days Defect Free No Containment Actions	60 days Defect Free No Containment Action	90 days Defect Free No Containment Actions

12 Contingency Plan to maintain supply

All Rosti Automotive Suppliers are required to develop a contingency plan for catastrophes disrupting product flow to Rosti Automotive and its Customers. Each Supplier's contingency plan must address risk elements and the relevance of potential impact on supply.

Supplier shall advise Rosti Automotive immediately in the event of a disaster/catastrophe and shall provide Rosti Automotive teams' access to their site.

Any declaration by Suppliers of a Force Majeure must be reviewed and assessed by Rosti Automotive legal team prior to acceptance.

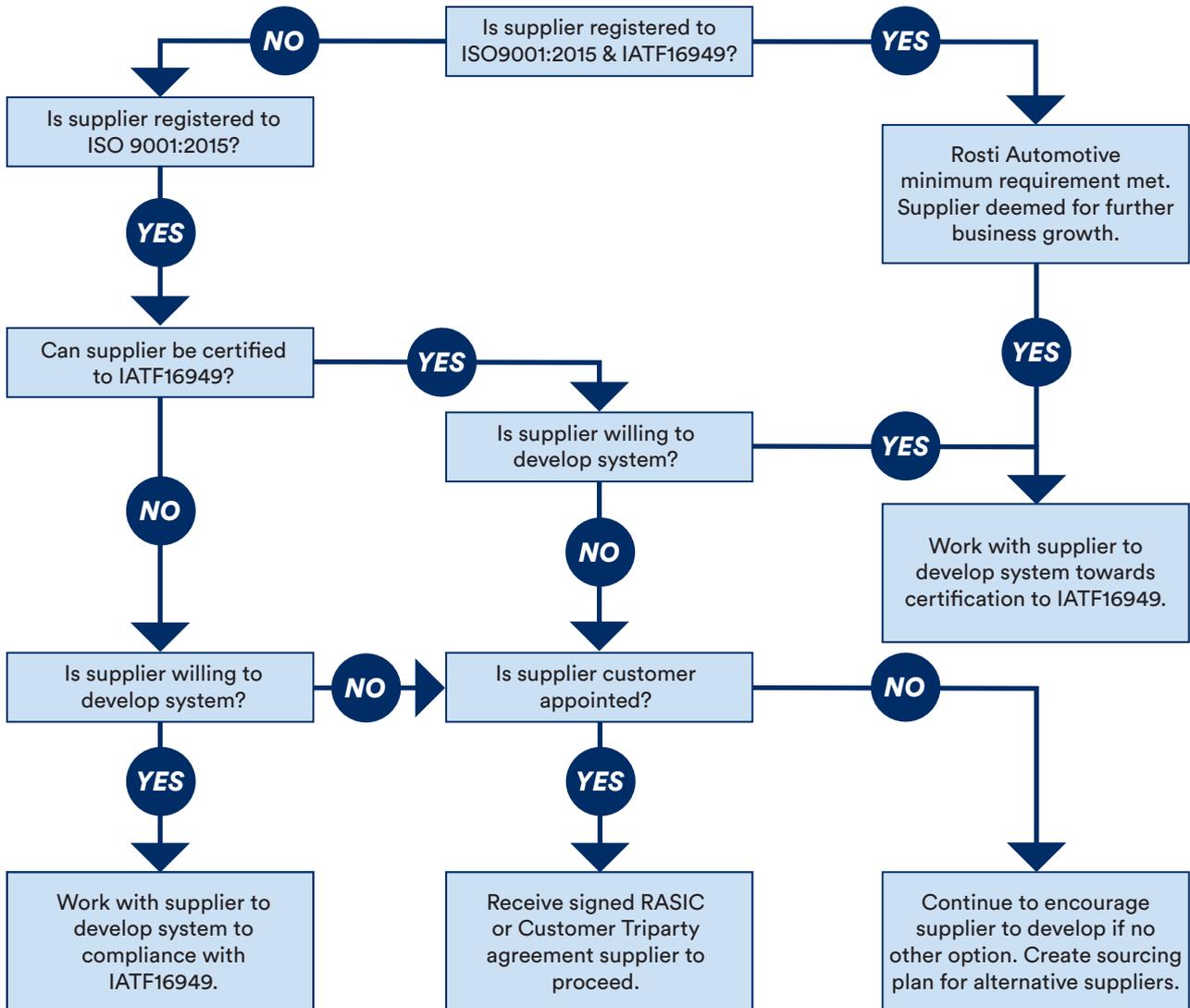
Appendix A - ROSTI AUTOMOTIVE DEFINITIONS / ABBREVIATIONS:

AIAG:	Automotive Industry Action Group
ASN:	Advanced Shipment Notification
BOM:	Bill Of Material
DFMEA:	Design Failure Mode and Effects Analysis
EDI:	Electronic Data Interchange
ELV directive:	End of Life Directive
FMEA:	Failure Mode and Effects Analysis
IATF 16949:	norm that replaces ISO TS 16949
IMDS:	International Material Data System
Imposed / Directed Suppliers:	suppliers defined by the customer (OEM)
Material:	any resin, resin additive, resin reinforcement, paint, coating, paint solvent, glue
MRO:	Maintenance Repair and Others means any maintenance, repair services and any other services related.
MSA:	Measurement System Analysis
NCN:	Non Conformity Notification
OHSAS:	Occupational Health and Safety management system
Parts:	any plastic part of component entering into the composition of Rosti Automotive Product.
PDCA:	Plan Do Check Act
PFMEA:	Process Failure Mode and Effects Analysis
PPAP:	Production Part Approval Process
PPM:	Parts Per Million
Process:	means Supplier's production Process that has been approved by Rosti Automotive under PPAP procedure.
Products:	any part, material, process equipment, tooling, And packaging (etc....) purchased from the Supplier.
RA:	Rosti Automotive
RFQ:	Request for quotation

Appendix A - ROSTI AUTOMOTIVE DEFINITIONS / ABBREVIATIONS:

SDM:	Supplier Development Manager
Services:	any service like transport, cleaning, recycling, laboratory, calibration, design office.
SILS:	Sequencing In Line Site
SOP:	Start of Production
SPC:	Statistical Process Control
Specific investments:	Any process equipment, tooling, packaging, control equipment related to a project
SQE:	Supplier Quality Engineer (linked to a plant)
SQM:	Supplier Quality Manual
Sub-supplier:	Supplier or subcontractor appointed by the main Supplier.
Supplier:	the main Supplier nominated by Rosti Automotive.
Tool:	any injection or compression molds used for the Production of a Rosti Automotive Product.
TPAC:	Technical Process Acceptance Checklist

**Appendix B
Standard Operating Compliance Procedure**



Quality Manual Holders

Registered Holder	Title	Location	Serial No.
V. Niarchakou	Supplier Development Manager	Quality Dept.	1

Change Control Record

Controlled copies have a revision number; the controlled document can be accessed through the Rosti Intranet. It is the responsibility of anyone using a hard copy manual to ensure it is at the current revision level, by comparing it with the Intranet master.

Version	Date	Changes	Person responsible
2	February 2018	MMOG requirement added in Supplier selection and approval requirements.	Venetia Niarchakou
4	March 2018	Packaging and Labelling requirements.	Venetia Niarchakou



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