



CoverCar Supplier Requirements Manual

Edición	Fecha	Modificación	Autorizado/Firma
1	16/09/03	Creación	R. Cerdán
2	21/05/04	Modificadas compensaciones por errores	R. Cerdán
3	31/05/06	Introducción tarifas fundas	J.Carmona
4	06/09/06	Introducción de la recalificación del producto	M. Gálvez
5	10/09/13	Compensación costes por No Calidad	J. Oliva
6	27/04/15	Punto 8 – Imputations costs	J. Oliva
7	13/07/15	Interdepartmental Manual review	J. Oliva
8	06/07/18	Interdepartmental Manual review	C. Sánchez
9	18/09/18	Adaptación al nuevo formato	V. Parralejo
10	09/01/19	Inclusión anexo – Criterios selección prov	J.Oliva
11	17/01/20	Cambio plazos en 3D, 6D y 8D	X. Cadirat
12	10/02/20	Modif. Criterios evaluación proveedores	X. Cadirat
13	24/02/20	Tiempo de recalificación del producto	X. Cadirat
14	07/07/20	Appendix Initial supplier selection	X. Cadirat
15	10/12/20	Modificación Pto.1	C. Sánchez



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0.- Management commentary:

Dear supplier,

This manual has been created to assist our Suppliers in understanding the CoverCar requirements. You as a Supplier must comply with all points related below, and must also ensure implementation in your supply chain.

CoverCar, S.A issues this Manual of supplier in order to dispose a valid working tool when preparing competent and committed suppliers allowing us to meet guarantees the growing demands of our customers and the market in general.

The world of the automotive industry requires increasingly close cooperation throughout the customer-supplier chain, understood not as a list of one-way if not as a mutual collaboration between both.

This Manual is intended to describe the framework conditions posed by CoverCar, S.A. to its suppliers as a starting point for a future and win-win business relationship.

This Suppliers Manual is considered part of the contract signed with the company to accept a request for purchase (F-COV-058) open or closed, and is valid for those signed after its date of issuance or modification as appropriate in each case.

1.- Quality and Purchase policy:

CoverCar, S.A. has the purpose of establishing collaborative relationships with its suppliers in order to achieve our targets together. Continuous improvement of processes and products by both sides assures the future and increases the mutual confidence. Thus it maintains and strengthens the relationship and the possibility of business. The growing demands in terms of Quality and Logistics from our customers requires from our supplier's a greater availability and flexibility, as well as a great proactivity in the joint resolution of the potential challenges.

In cooperation with our suppliers, we set ourselves the following targets:

- Optimal communication between both sides, based on the sincerity and clarity.
- Storage and transport cost minimization for mutual benefit.
- Suppliers basic requirements achievement to assure an optimal quality before SOP.
- Ensuring continuous improvement during serial product
- Participate with your product special knowledge at each stage of the development; as well as definition criteria in relation to functionality, quality...
- Management based on ethical principles in accordance with the provisions of the International Trade Law and with the provisions of the 10 principles of the Global Compact.

2.- Suppliers Quality Management requirements:

Other certifications as VDA 6.1, QS 9000, EAQF, AVSO... will be only accepted inside the time limits defined for each of them, as a previous step to the final target.

CoverCar, S.A. requires to all their suppliers of automotive products and services to develop, implement and improve a Quality Management System (QMS) third-party certified according ISO9001, unless otherwise specified by CoverCar.

For those product and service automotive suppliers, in addition to this certification in ISO9001 they must have the target of being certified according to IATF16949 in a certain period of time.

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For this purpose, four phases are established which will be coordinated by supplier and CoverCar, S.A. together to achieve this target:

Phase 1. Certification to ISO9001 through third-party audits, by a certification company;

Phase 2. Certification to ISO9001 with compliance of all CoverCar requirements through second-party audits carried out by CoverCar;

Phase 3. Certification to ISO9001 with compliance to IATF16949 through second-party audits carried out by CoverCar, S.A.;

Phase 4. Certification to IATF16949 through third-party audits, by an IATF-recognized certification company.

3.- Suppliers Selection:

Covercar S.A. has an approved supplier list. It is necessary and required demand to be included in this list before to be chosen as supplier for any product or service.

If it's necessary to include a new supplier to the list or one supplier is interested in having commercial relationship with CoverCar S.A; set out as minimum requirements required compliance:

- Implement and maintain a Quality Management System according ISO 9000 or ISO TS in current edition.
- Compliance with Covercar Quality General Agreement (AGC)
- Send to Covercar, S.A the quality certificates of products delivered under the terms and conditions agreed with the Quality Department.
- Compliance of Directive EC 2000/53/EC and its amendments and annexes.
- Restricted / prohibited use materials must be declared in the Internet based system IMDS
- Compliance of legislation, both in Spain and in the country of origin concerning occupational safety, health and environment.

Inclusion in the approved suppliers list can happen independently of being chosen to supply a product or service

4.- Purchase Order Acceptance / Modifications:

CoverCar S.A. Purchasing Department issues quotation requirements only to approved suppliers.

Offers are sent to the Purchasing Department in the suppliers' format, but must necessarily include:

- . Name of the product / part offered
- . CoverCar, S.A. part number
- . Drawing number
- . Engineering level and date.
- . Quoted yearly consumption
- . Unitary price
- . Tool cost
- . Minimum quantity per delivery
- . Transport included or not
- . Quantity per packaging unit
- . Packaging type and dimensions. Attach sketch if specific packaging.
- . Weight per packaging unit.
- . Delivery timing for tools and initial samples.
- . Capacity plan.
- . Quality Agreements.



- . Security and Regulation Agreements.
- . Quality General Agreement.
- . Matrix of responsibilities.
- . Feasibility Agreement.

Quotations can be advanced by fax/mail, but original shall be sent by post.

Once quotations are available, the Purchasing Committee assign the part to one supplier, considering commercial and technical performances, and Purchasing Dept. sends the purchase order to supplier for acceptance. Once supplier signs off the purchase order, changes in price or conditions will be not accepted.

In the case of design modifications, Engineering Dept. issues or releases a new drawing level; and Purchase Dept. requires to suitable suppliers for new quotations, being possible to modify the supplier assignment.

5.- Advanced Quality Planning and Assurance:

CoverCar S.A. targets for each new project is reach Start of Productions without problems. For this reason, it is absolutely necessary a correct project and advanced quality planning as a way for product and service quality assurance in serial production.

CoverCar S.A. prepares, according with customer timetable, a Project Plan which is communicated to the supplier; also relevant changes or modifications are communicated. The supplier, by its side, is committed to provide the human and material resources necessities and to prepare its own Project Plan, in cooperation with CoverCar S.A. Quality Dept. as a guide for its job rhythm and for the necessary documents to assure serial production quality. CoverCar S.A. and the supplier carry out periodical reviews to the plan to check the accomplishment and to correct possible deviations.

The main document for product definition is the drawing. In this drawing are shown specifications, dimensions, norms, and all the necessary information to be accomplished. If agreed in this way, the supplier builds the drawing under specifications book supplied by CoverCar S.A. Both in this case as if the product is a catalogue part, must be approved by CoverCar S.A. Engineering.

As a development partner, supplier is committed to:

- . Get all specifications, norms, regulations ... detailed on the drawing.
- . Require to CoverCar S.A. all documentation not available by itself.
- . Define product special characteristics with the purpose of capability studies. In case of doubts or conflict, to agree with CoverCar S.A. Engineering or Quality Depts. these special characteristics.
- . Inform CoverCar S.A. about any missed specification norm or similar considered as necessary and possible discrepancies or mistakes.

The Advanced Quality Planning job at suppliers is reflected in the following documents, which shall be available to CoverCar S.A. for review and approval:

- . Design FMEA (if supplier is design responsible)
- . Process FMEA
- . Pre-Serie Control Plan
- . Preliminary capability studies with $Ppk \geq 1,67$
- . Serial Control Plan, showing in-process controls, product and process audit plans and requalification plan.
- . Process layout.
- . Timing / Capacities.
- . Validation product plan (tests)
- . Inspection guidelines.

Availability dates for these documents shall be shown in the project plan

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All of these documents must be submitted with master samples prior serial deliveries in order to supplier/part homologation.

6.- Release for production:

Release procedure is the submission to CoverCar S.A. Quality Dept. of Initial Samples (agreed quantities with CoverCar) along with PPAP documentation, level 3 at least, proving conformity with specifications.

If PPAP level 3 cannot be satisfied it will have to be communicated to CoverCar, S.A. that will proceed to conditional approval documentation while CoverCar, S.A is waiting for PPAP level 3.

At the time agreed in the Project Plan, the supplier sends the agreed quantity of parts (with CoverCar S.A. Quality Dept.) and the inspection reports:

- . Initial samples must come from a representative production of the serial conditions, with serial tools and jigs and in serial conditions. If several tools, moulds, cavities, are provided, samples from each one of them shall be sent and separately.

- . Under agreement with CoverCar S.A. Quality Dept., inspection reports shall be done according VDA book nr. 2 or PPAP (Production Part Approval Process) book from QS9000. Supplier shall put report number and version. One single CoverCar S.A. part number shall be covered always by the same report number, changing the version if more than one report is required (see below).

- . Supplier must perform, at least, once every three years a product requalification.

Both, Initial Samples and technical documentation shall be done free of charge to CoverCar S.A., and shall be sent clearly identified as "INITIAL SAMPLES" to the attention of CoverCar Quality Dept.

Previously to the initial sample submission the following items shall be reached:

- . Any deviation, discrepancy or non conformity to the drawing has been clarified between CoverCar Engineering and the supplier, being documented by meeting report signed by both sides or by drawing change.

- . Restricted / prohibited material data has been inputted in IMDS.

Once the Initial Samples and the documents are in CoverCar S.A., they are checked, with the following possible results:

- . *Accepted:* Supplier is authorised to deliver parts for serial production. Acceptance of Initial Samples does not mean the impossibility to reject a delivery or batch due to non conformities not declared or found in the initial samples.

- . *Conditional acceptance:* There are deviations to the drawing that do not affect the use and/or assembly of the parts, but must be solved. The supplier is allowed to deliver serial production parts, but must to arrange the deviations or solve with CoverCar Engineering the discrepancies and submit Initial Samples and reports again.

Conditional acceptance can also be assign to supplier if there is any missed document that has to be included in the PPAP documentation (minimum PPAP Level 3 documentation).

- . *Rejected:* There are deviations or non-conformities that avoid the use or assembly of the parts. Supplier can not deliver parts in these conditions without written authorisation from CoverCar S.A. Quality dept. Supplier must to correct deviations and submit urgently new Initial Samples and documents. CoverCar S.A. reserves its right to charge the supplier the costs originated by the lack of parts (reworks, production line stops, customer charges ...)

- . *Return:* This is an exceptional possibility. Initial Samples and/or documents have become invalids by part extinction, design changes or any other reason. There's no repercussion on the supplier and is documented in this way in order to close an open procedure.

In addition to Initial Samples, the following types of samples are defined:



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a/ Reference samples: parts identified and marked showing appearance or visual characteristics at desired level.

b/ Limit samples: parts identified and marked showing limit values of an appearance or visual characteristic.

c/ Prototype, pre-serial or other samples: Parts required from CoverCar S.A. in the current valid conditions at each moment for trials, assembly samples for customer or pre-series, previously to the Initial Samples release. Supplier is committed to prepare without cost an inspection report according the valid Control Plan or the agreed characteristics with CoverCar S.A., and send it, together with the samples, to the person who has required. Cost of these samples will be free of charge on the part of CoverCar until parts final acceptance.

The supplier agrees to PPAP submission for our approval before sending material to CoverCar.

7.- Tools, jigs and control devices management:

Tools, jigs and control devices build directly or indirectly by the supplier for part production and control to be delivered to CoverCar S.A. shall be designed, manufactured and controlled with suitable technical resources, under supplier's responsibility. Even when a subcontractor is used, CoverCar S.A. will supply the technical support required until our own possibilities and all necessary information to guarantee the good end of the tool, jig or control device.

Supplier is committed to develop and keep a preventive maintenance and /or calibration plan with the purpose to assure the correct status of the tool, jig or device, and to handle and store it properly for its good keeping.

If the tool, jig or device is property of CoverCar S.A., these shall be clearly identified as so, including the following information provided by CoverCar S.A.:

- . Part number to be produced / controlled
- . Engineering level
- . Engineering level date
- . Property of CoverCar or customer
- . Device manufacturer name
- . Device status if it is different from norm productions (obsolete, out of use, broken ...)

If the suppliers foresee the need of change or repair of the device due to normal wear or age before the end of life of the product, must to declare this in the initial quotation, informing about foreseen life time and replacement or repair costs.

In the case of damage or break, the supplier shall inform immediately to Purchase dept. to proceed to repair it as soon as possible, independently if the device is property of CoverCar S.A., the customer or the supplier. The supplier shall include this eventuality in its Emergency Plan and possible options or actions to minimise consequences to CoverCar S.A. Possible cost for this plan need to be detailed in the initial quotation.

Acceptance or approval of a new tool, jig or control device is done through satisfactory sample inspection at CoverCar S.A. or at supplier's facilities, just like that means of production check-list acceptance. For control devices, a capability study is required. The same procedure shall be applicable for changes or repairs.

Supplier must provide manufacturers user manual for these tools, jigs, ... to CoverCar.

8.- Quality assurance in serial production:

The supplier is the first responsible for its product and logistic service quality, and for this reason provide the incoming, in process and final controls needed and define them in the Serial Control Plan. For each delivery or batch, the supplier prepares and sends an inspection report with the results obtained.



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Relationship between supplier and CoverCar S.A. is based in this responsibility. CoverCar S.A. can do incoming inspection depending on the product criticality and/or the supplier conflictivity and due to production line claims when supplier's defective material is detected.

In this case, CoverCar S.A. advise immediately the supplier. The suppliers is committed to replace immediately the material or, if not possible, to sort, select or rework the defective amount at CoverCar S.A., or authorise to CoverCar to do it by ourselves at suppliers charge. For this purpose, the supplier shall define the suitable actions regarding security stock, urgent production, and so, to guarantee the supply of good parts. CoverCar S.A. issues a Non conformity report IDC with all the relevant information. The supplier shall answer to this with a 3D report with containment actions for a maximum time of 24 hours, 6D report for a maximum time of 10 days and 8D report for a maximum time of 40 days. If a significant delay in the final answer is foreseen, the supplier shall keep informed the issuing person by telephone, fax or e-mail.

CoverCar S.A. issues a compiled material report (IDC) monthly where are detailed all the defective parts found along the past month. Depending on the total amount or the importance of the defects found, CoverCar S.A. can ask for an 8D report and corrective/preventive action plan to improve performance.

Monthly imputation is emitted by CoverCar with all defective parts from each supplier collected during the month through a report (IDC). Relating to the total amount of material or defect significance, Quality CoverCar may request a 8D action plan to correct defficiencies identified.

Material subject of an IDC must be collected from CoverCar production sites (Tánger, Nelas and/or Sallent) where the IDC is generated. The supplier shall be responsible of all management costs associated.

If the supplier does not agree with collection goods in the production site, it shall be charged all costs associated of transports and customs goods (in case of non-EU countries) to Sallent; goods will remain in Sallent plant awaiting supplier collection.

If the supplier does not collect goods in a maximum period of five working days from the IDC sending date, the supplier shall take over responsibility for management and scrapping costs. After that period without supplier notification, supplier takes over scrap authorization and costs.

9.- Packaging and identification:

Packaging shall be agreed with Purchasing Dept. at submission presentation, and identification shall be done by standard Odette label, positioned in a suitable and visible place, even after the box or packaging is opened. Previously to the start of production, the supplier and CoverCar S.A. shall agree a packaging and transport trial to check the feasibility of the proposed packaging.

10.- Supplier Non-Quality compensation costs:

CoverCar S.A. do not want to punish or penalise the supplier by the quality problems caused by them, but we understand we have the just right to recover the costs expended and to dissuade the suppliers to rely on our people for their corrective actions.

For that reason, Administration / Finance Dpt. regularly updated description of the costs per item; as well as price founded which will be invoiced in case of rejection.

These charges do not avoid or limit the claims for long-range damages and losses.

11. – Suppliers monitoring:

CoverCar, S.A has a supplier monitoring process in the product quality performance and also in the service they provide to. This process defines some evaluation standards that have to be used to check the compliance status of the internal requirements and external (clients) requirements of our suppliers.



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There are several types of suppliers, which have their own criteria and targets defined. CoverCar, S.A's suppliers will be evaluated based on the following criteria. Suppliers must fulfill CoverCar requirements to ensure materials and supply quality.

In order to be effective, the number of purchase/services requested by CoverCar, S.A to its suppliers must be 10 or over.

The following point defines type of suppliers, evaluation criteria, target and weighting degree in each case.

12.- Suppliers monitoring standards / criteria.

All CoverCar Suppliers will be evaluated based according criteria description and evaluation showed in the table 2. They all must satisfy these requirements to ensure product and services quality.

Covercar S.A, implements 7 indicators or weighted criteria to obtain the Supplier's global note. When it is achieved the objective, it is obtained the total weighted value; otherwise, it is obtained a 0 in this indicator. These quantities and values will be the same for each one of them.

Suppliers that supply materials or services destined for direct manufacturing of automotive products must be at least certified according to ISO9001 and also they must have a QMS development plan to achieve IATF 16949, unless the final customer says the opposite.

If supplier don't have valid version of certification requested, the status will not be 'A'.

Evaluation Criteria	Criteria description	Target	Weighting Coefficient
Defective PPMs material	Indicate the quantity of defective material delivered by supplier in Part per Million (PPM)	≤ 500	20%
Number of quality incidents	Indicate the quantity of opened quality incidents by "organization" to supplier	≤ 5	15%
Number of logistic incidents	Indicate the quantity of opened logistic incidents by "organization" to supplier	≤ 1	5%
Stoppage	Indicate the quantity of stoppages produced by supplier to "organization"	= 0	15%
Delays	Indicate the quantity of delays produced by supplier to "organization"	≤ 1	10%
Urgent transport	Indicate the quantity of urgent transport required by supplier to deliver on time to "organization"	≤ 1	5%
Corresponding certification	Indicate if it possesses corresponding certification: - Automotive: Minimum ISO9001, IATF16949 preferable. - No automotive: Mandatory certification is not required - Calibration: ISO/IEC 17025 at least.	= OK	10%
Quick answer to incidents/action plan	Indicate if the answer to CoverCar, S.A 's organization is achieved into the established period of time	= OK	15%
Result in audit	Indicate the result in audit VDA6.3 to supplier (A, B or C)	= A	5%

Table 2 : Supplier's monitoring criteria

12.1 Status conditions

Supplier's status is given by the number of indicators accomplished.

12.1.1 "A" conditions status

This status verify that supplier achieve the established quality criteria. Therefore, to achieve this punctuation, supplier must get a 90% at least. Moreover, quality management system must be the valid version. Otherwise, this level can not be achieved.

12.1.2 "B" conditions status

Any supplier will be in this status when its punctuation runs in the range 80% and 90%. In case of any supplier goes from "A" to "B", an incident will be opened and 8D report will be required where reasons, correct and preventive actions are explained in order that suppliers can achieve "A" punctuation again.

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The answer to the 3D request will be in 24h (working days) for the containment actions, 6D request will be in 10 days and 40 days for the delivery of the 8D report completed. This report must be approved and closed by CoverCar, S.A after reviewing of the analysis and effectiveness of the actions.

Final evaluation is carried out annually, therefore it is required to all the suppliers that have descended to "B" status that at the end of the following natural year they have to be in "A" status. In a way that if in the 2 consecutive years any supplier descends to "B" or this status is kept, the possibility of decrease to C will be studied from CoverCar, S.A' s management committee.

If the supplier is in status "B" because it does not possess the valid certification QMS requested, but the customer approves it, supplier will be able to work to CoverCar, S.A.

12.1.3. "C" conditions status

Any supplier with a lower punctuation than 80% will be in this status. If a supplier gets this qualification, the extraordinary meeting evaluation will proceed with the following ways.

- A. Request of 8D report.
- B. Completed requalification of product
- C. Recertification.
- D. Escalation of the problem. (See point 7)
- E. Breakup with the supplier.

A "C" supplier will be evaluated in detail to analyze its evolution. It is required to suppliers that have got this punctuation that during the natural following year must have left this status.

13.- Second-party audits

CoverCar, S.A has a supplier process and planning of second party-audit. Any supplier is subject to audit from CoverCar, S.A under the following reasons:

- a) Evaluate the supplier risk.
- b) Supplier monitoring.
- c) Support in the Quality Management System development.
- d) Carry out product audit (according to VDA6.5.)
- e) Carry out process audit (according to VDA6.3.)

Covercar, S.A will document and inform to the supplier about the need, type, frequency and scope of second-party audits.

14.- Supplier's development (Action plan)

CoverCar, S.A will decide the priority, type, significance and period of the accions requested to supplier's development. These actions can be given by the following reasons.

- a) Quality problems and periodic performance.
- b) Second-party audits results.
- c) Third-party certification status of the Quality Management System.
- d) Risk analysis.

The Supplier must implement the defined actions to solve the open problems and also detect improvement opportunities.

15.- Legislatives and regulations requirements

All the suppliers must be in compliance with legislative and regulatory requirements that they apply to its products/services, either owned or moved by CoverCar, S.A, its client or any governmental or institucional entity.

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Suppliers must be in compliance with CoverCar and applicable legislative and regulatory requirements are accomplished of the county of reception, delivery and destination of the supplied product/services.

16.- Escalation Procedure Scope.

In the event where a Supplier cannot implement a permanent corrective action to supply zero defects into CoverCar, the scalation process will immediately come into action:

Escalation Level 0

Supplier has a problem with CoverCar, S.A which can affect in jitter and/or OEM.

Supplier will be contacted for the definition and unification of the criteria which allow seggregate the NOK material as soon as possible. If CoverCar, S.A requires it, supplier will have to go to the head office of Sallent to talk about it directly.

Escalation Level 1

Supplier does not give an effective answer being the actions not effective or nonexistent. Problem will be escalated to the CoverCar Purchasing Dept. A decrease alert to "C" status will be transmitted. The maximum period of time to solve it will be 2 month, after this period of time it will be escalated to Level 2.

Escalation Level 2

Supplier is not able to supply according to CoverCar, S.A's requirements.

The problem will be escalated to CoverCar Comercial/Management who, if applicable, the final customer will be informed (OEM/Tier) to find a solution for the problem. It will be transmitted to the supplier its decrease to "C" status.

After the analysis and verification of the measures adopted, check the efficiency proved and then is carry out de-escalation.

Appendix – Initial supplier selection.

Documented supplier selection process is available (for not mandatory suppliers) based on an Initial [Evaluation](#) will be notified at the time to opt for a project allocation. [The Initial Evaluation consists of two surveys with reference to quality, environment and sustainability topics at the supplier.](#)

Level A – Minimum score 85%: Supplier satisfy minimum requirements and can be selected for a CoverCar projects.

Level B – Score between 75% and 85%: Supplier will be selected according exigences and/or CoverCar plan action stablished.

Level C – Score lower than 75%: Supplier cannot be selected for CoverCar projects. The situation of the supplier raises the possibility to develop a Development plan to be a CoverCar Supplier in the future.



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Initial evaluation considers the following criteria in the lower table:

Evaluation Criteria	Criteria description	Target	Weighting Coefficient
01 - Defective PPMs material	Indicate the quantity of defective material delivered by supplier in Part per Million (PPM)	Máx. 500	15%
02 - Number of incidents	Indicate the quantity of opened incidents by "organization" to supplier	Máx. 6	10%
03 - Delays	Indicate the quantity of delays produced by supplier to "organization"	Máx. 3	10%
04 - Stoppage	Indicate the quantity of stoppages produced by supplier to "organization"	Máx. 0	15%
05 - Certificate ISO9001	1 point, if you have ISO9001 certification	1	5%
06 - Certificate ISO9001	1 point, if you have IATF16949 certification	1	5%
07 - Certificate ISO14001	1 point, if you have ISO14001 certification	1	5%
08 - Automotive business volume	Indicate the % of automotive business of supplier	Min 50% 1	5%
09 - Productive Capacity Available	1 point, if supplier have the requested productive capacity available	1	10%
10 - Design and Development capacity	1 point, if supplier have capacity to Design and Development	1	5%
11 - Contingency Plan	1 point, if supplier have implemented a Contingency Plan	1	5%
12 - Management of Changes Process	1 point, if supplier have implemented a Management Changes Process of product-process	1	10%

17.- Relación de Modificaciones/ Aprobaciones

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