



# Global Supplier Guide & Code of Conduct

# Table of Contents

Introduction .....	1
Purpose & Scope .....	2
Code of Conduct .....	2
Compliance .....	5
Supplier Selection and Approval .....	9
Supplier Expectations .....	11
Key Roles and Responsibilities .....	12
Quality Management System .....	13
Product Realization .....	15
Product Process .....	15
Product Validation .....	16
Supplier Product/Process Change Request .....	18
Changes Made TERREPOWER .....	19
Identification, Handling, & Traceability .....	19
Measurement Analysis and Improvement .....	21
Warranty .....	22
Transportation .....	24

## 1.1 Introduction

Founded in 1987 and headquartered in greater Mobile, Alabama, TERREPOWER, formerly BBB Industries, (“TERREPOWER” or the “Company”) a global leader in sustainable manufacturing, specializing in providing high-quality, reliable products to the automotive and industrial markets. We provide non-discretionary and application-specific replacement parts which include starters, alternators, hydraulic steering, brake calipers, turbochargers, electric power-assisted steering (“EPAS”) and a variety of rubber, metal and rubber-to-metal parts supporting suspension, cooling and other non-discretionary systems within vehicles.

TERREPOWER and its global affiliates (herein collectively, “TERREPOWER”) select suppliers who are passionately committed to exceeding expectations and continuously improving velocity while reducing the Total Cost of Ownership . We must work together to eliminate waste and increase quality and speed across an extended supply chain. As a TERREPOWER supplier, you are critical to our ability to meet and exceed our customers’ expectations.

## Our Values

Within TERREPOWER, our code of conduct and ethics (the “Our Code”) outwardly demonstrates our long-standing reputation for conducting business with integrity and ethical behavior – from the Board Room to the Warehouse and from the Production Area to the Corporate Offices. Our Code is our guide to making ethical decisions and demonstrates how we will act with integrity in all that we do.

**The Code supports our Vision** – To be the recognized aftermarket leader of sustainably manufactured, innovative products and services that deliver exceptional value to our customers, employees, and shareholders while supporting the communities in which we operate.

**It also supports our Core Values:** Customer-Centered, Teamwork, Entrepreneurship, Sustainability and Safety.

Our Code exemplifies all the great things we are doing and continue to do at TERREPOWER and sets the expectation that we should always do the right thing – even when it is hard or unpopular to do so. We must never compromise on quality or safety when it comes to our customers or workplace, and we must always take responsibility for our actions to ensure our continued success.

TERREPOWER has developed a Supplier Code of Conduct sharing the same high expectations, including our commitment to values and ethics. We expect our suppliers to comply with the Supplier Code of Conduct to ensure safe and healthy working conditions, the human rights of workers, high ethical standards and environmental responsibility.

## 1.1 Purpose & Scope

The purpose of this Global Supplier Guide and Code of Conduct is to communicate TERREPOWER's quality and compliance expectations to all current and future suppliers. Our expectations apply to the development, manufacture, and delivery of all products and services supplied to TERREPOWER.

Suppliers have a direct impact to TERREPOWER delivering high-quality product to our customers. Therefore, it is important to understand expectations, identify gaps and track progress to gap resolution. TERREPOWER establishes long-term partnerships with suppliers who strive to meet performance expectations and comply with regulatory requirements.

Quality requirements and expectations may take the form of an agreement or specification. The information within this Supplier Guide is provided as a supplement, not as a replacement for or modification of the terms or conditions of pre-established agreements, purchase orders, engineering drawings or specifications.

If conflicting interpretations of the standards arise, the following order of precedence applies unless otherwise noted contractually:

1. Specification Requirements (*Drawings as noted in Purchase Orders*)
2. Agreements (*Quality, Supply, etc.*)
3. TERREPOWER Purchase Orders
4. Global Supplier Guide & Code of Conduct

## 1.2 Code of Conduct

We choose suppliers who are passionately committed to exceeding expectations, continuous improvement, and who share common goals and strategies.

This Supplier Guide & Code of Conduct ("Code") formalizes the key principles under which suppliers to TERREPOWER are required to operate. This Code summarizes TERREPOWER's business conduct practices and makes clear that, recognizing differences in cultures and legal requirements, we expect that wherever our products and the components that comprise them are produced, they are produced in compliance with all applicable laws and regulations as well as in a manner compatible with the high standards that contribute to the outstanding reputation of TERREPOWER and our brands. Suppliers are required to comply with this Code and to have and maintain similar practices.

In selecting suppliers, TERREPOWER diligently pursues reputable business partners who are committed to ethical standards and business practices compatible with those of TERREPOWER. TERREPOWER's relationships with suppliers are based on lawful, efficient, and fair practices. TERREPOWER strongly encourages suppliers to exceed the requirements of this Code and promote best practices and continuous improvement throughout their operations. If there is no local legal requirement, or if a local legal requirement is not as strict as the requirement included in this Code, TERREPOWER suppliers are required to follow the requirement in this Code.

By supplying products to TERREPOWER, supplier agrees that the requirements and regulations of this Code are made a material part of any and all agreements between TERREPOWER and suppliers to the same extent and with the same force as if fully set forth therein. TERREPOWER expects our suppliers to meet or exceed the following principles:

### 1.2.1 Human Rights

**Child Labor** – TERREPOWER suppliers must comply with local laws regarding the minimum age of employees. The minimum age for workers must be the greater of: (a) 15 years of age or 14 years of age where the local law allows such an employment age consistent with International Labor Organization guidelines; or (b) the age for completing mandatory (compulsory) education; or (c) the minimum age established by law in the country of manufacture. In addition, TERREPOWER suppliers must comply with all legal requirements for the work of authorized young workers, particularly those pertaining to hours of work, wages, working conditions, and the handling of certain materials.

**Harassment** – TERREPOWER suppliers must treat all workers with respect and dignity. No worker shall be subject to corporal punishment, physical, sexual, psychological or verbal harassment or abuse. In addition, TERREPOWER suppliers will not use monetary fines as a disciplinary practice.

**Wages and Benefits** – TERREPOWER suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime hours at such premium rate as is legally required or, in those countries where such laws do not exist, at least equal to their regular hourly payment rate.

**Hours of Work** – TERREPOWER suppliers must ensure that on a regularly scheduled basis, except in extraordinary business circumstances, workers are not required to work more than (a) 60 hours a week, including overtime, or (b) the limits on regular and overtime hours allowed by the law of the country of manufacture. In addition, except in extraordinary business circumstances, all workers are entitled to at least one day off in every seven day period.

**Health and Safety** – TERREPOWER suppliers must provide workers a clean, safe and healthy work environment in compliance with all legally mandated standards for workplace health and safety in the countries in which they operate. This includes any residential facilities a TERREPOWER supplier provides to its workers. TERREPOWER suppliers must meet or exceed the environmental, health and safety (“EHS”) laws and regulations of their country of origin. In addition to supplier self-certification of EHS and labor compliance, TERREPOWER may conduct on-site supplier audits of suppliers to spot-check work environments and standards.

**Environment** – TERREPOWER suppliers must comply with all local environmental laws applicable to the workplace, the products produced, and the methods of manufacture. Additionally, TERREPOWER suppliers must not use materials that are considered harmful to the environment and are left without remediation. TERREPOWER suppliers need to pursue continuous improvement in the area of environmental stewardship.

## 1.2.1 Human Rights

**Nondiscrimination** – TERREPOWER suppliers must ensure employment – including hiring, payment, benefits, advancement, termination and retirement – is based on ability and not on beliefs or any other personal characteristics.

**Women’s Rights** – TERREPOWER suppliers will ensure women workers receive equal treatment in all aspects of employment. Pregnancy tests will not be a condition of employment and pregnancy testing—to the extent provided—will be voluntary and at the option of the worker. In addition, workers will not be forced to use contraception.

**Freedom of Association** – TERREPOWER suppliers must recognize and respect any rights of workers to exercise lawful rights of free association, including joining or not joining any association. TERREPOWER suppliers also must respect any legal right of workers to bargain collectively.

## 1.2.2 Prohibition of Bribery

TERREPOWER rejects and prohibits any and all making, promising, soliciting or receiving anything of value intended to influence the judgment or conduct of an individual (individually or collectively herein, “Bribery”). Bribery may expose TERREPOWER and the individuals involved to criminal prosecution and civil penalties. TERREPOWER strictly prohibits payment of cash and severely limits the provision of gifts. No payment in cash or in-kind may be made on TERREPOWER’s behalf without pre-approval by the TERREPOWER law department. Additionally, TERREPOWER expects its suppliers to be in strict compliance with the U.S. Foreign Corrupt Practices Act, as well as all the anti-bribery laws of all nations where it does business.

## 1.2.3 Anti-Corruption

Suppliers must at all times conduct their activities in accordance with all applicable laws, rules, regulations and orders related to anti-bribery or anti-corruption legislation (“Anti-Corruption Laws”) including, but not limited to, the U.S. Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act, and the OECD Anti-Bribery Convention.

Accordingly, suppliers will make no offer, payment or gift, will not promise to pay or give, and will not authorize, directly or indirectly, the promise or payment of, any money or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization, including any employee of TERREPOWER, or any Government Official (including any employee or official of any governmental authority, government-owned or controlled entity, public international organization or political party or any candidate for political office) while knowing or having reason to know that all or a portion of such money or item of value will be offered, given or promised for the purpose of influencing any decision or act to assist supplier or TERREPOWER or otherwise obtaining any improper advantage or benefit.

## 1.2.4 UK Modern Slavery Act / California Transparency in Supply Chain Act

At TERREPOWER, we are committed to conducting business with absolute integrity which includes combatting modern slavery and human trafficking in our supply chain. As a global company, TERREPOWER is committed to complying with all applicable laws and regulations, including the UK Modern Slavery Act and the California Transparency in Supply Chain Act.

### Accordingly,

- Suppliers must not use any type of involuntary or forced labor, including indentured, bonded, or prison labor, as well as child labor and/or discrimination;
- Suppliers must operate in full compliance with all applicable laws and regulations of the countries which they operate, including compliance with applicable laws regarding human trafficking and slavery;
- TERREPOWER reserves the right to conduct announced and/or unannounced inspections of production facilities, conduct audits, including third-person audits of all supplier facilities, processes, components, materials and finished goods; and
- TERREPOWER reserves the right to require corrective action from any supplier and to terminate its business relationships with any TERREPOWER supplier that is unwilling or unable to comply with this Code.

## 1.3 Compliance

### 1.3.1 Conflict Minerals & Mines

It is TERREPOWER's policy to comply with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the related rules and regulations issued by the U.S. Securities and Exchange Commission (collectively, the "Rule").

Supplier shall use due diligence to comply with the Rule, and by supplying product to TERREPOWER, (i) represents and warrants that no Conflict Minerals as stipulated in the Rule that originated in the Democratic Republic of Congo or an adjoining country are present in any product supplied, and (ii) it will undertake periodic inquiries of any subcontractors and manufacturers of products to ensure compliance with the foregoing.

Supplier shall further assist TERREPOWER with any requests for information, certifications, or other similar documents as TERREPOWER may reasonably request to ensure products and supplier's compliance herewith and shall notify TERREPOWER promptly upon discovering or having reason to believe that any product fails to comply with the foregoing representation and warranty. Supplier shall indemnify, defend, and hold harmless TERREPOWER from and against any and all claims which arise out of any supplier noncompliance with this Section.

### 1.3.5 Importer / Exporter

On international shipments, suppliers must ensure that the export controls of both the U.S. and the originating country (if non-U.S.) are met. For all destination countries that require pre-shipment inspection, consular legalization, or ISF/ENS-type destination customs filings, supplier shall ensure that these programs are performed accurately and timely enough to be fully compliant at least three days before their respective deadlines, or supplier shall accept the resulting penalties.

Suppliers must file import / export paperwork in a timely and accurate manner that declares full and appropriate values to ensure accurate duty assessment. Without limiting the foregoing, if pre-payments, customer-provided tooling, or other dutiable assists have been provided, supplier shall ensure that they are properly declared.

On international shipments, suppliers must ensure that all solid wood packing materials (pallets, crates, blocking/bracing lumber, and other dunnage) are both treated and clearly marked in full compliance with ISPM-15 regulations.

### 1.3.6 Country of Origin: Free Trade Agreements

TERREPOWER requires its suppliers to identify the country of origin of each article (product/component) on both the product itself and on every level of packaging and to provide proper documentation on every shipment to comply with all applicable laws and regulations. TERREPOWER depends on its suppliers to provide us with the information to enable our own products to comply with select free trade agreements, where applicable. Accordingly, suppliers must provide a clear statement of whether or not its products qualify for any free trade agreements.

Country of origin information is mandatory. Unmarked articles may be subject to additional duties or may be seized or destroyed by customs. Moreover, non-compliant shipments and paperwork can cause significant audits, penalties, delays, and forfeitures for you, us and/or our customers. Please note this is not a one-time requirement. Country of origin documentation and product marking is now required at first shipment of any product/component and must be updated at least annually or earlier if the applicable origin changes before the year is through.

Contrary to a common misconception, the following rules usually apply to both domestic and international transactions.

- Products/components must be marked with country of origin (*unless TERREPOWER agrees in writing that it qualifies for a clearly applicable exception*).
- All levels of packaging must be marked with country of origin.
- All sales invoices and packing lists must provide country of origin information.



### 1.3.7 Counterfeit Parts

Counterfeit parts are defined as suspect parts that are either copies or substitutes without legal right or authority, or whose material, performance, quality, origin, or characteristics are misrepresented. TERREPOWER suppliers are responsible for ensuring that the components provided or used in assemblies provided to TERREPOWER are not counterfeit.

### 1.3.8 California Proposition (Prop) 65

As a global, socially responsible corporate citizen, TERREPOWER is dedicated to ensuring the safety of our employees, our customers and our communities. In summary, Prop 65, which was enacted in November 1986, is intended to protect the state's drinking water sources from being contaminated with chemicals known to cause cancer, birth defects or other reproductive harm, and requires businesses to inform their customers in California about exposures to such chemicals. In addition, Prop 65 requires the State of California to publish a list of chemicals known to the state to cause cancer, birth defects or other reproductive harm.

TERREPOWER and our customers require assurance that all products provided to TERREPOWER comply in all material respects with Prop 65 restrictions and marking requirements.

Supplier expressly undertakes to provide relevant information in accordance with Prop 65 for any substance, materials or product supplied to TERREPOWER, including but not limited to information provided in the relevant safety data sheet or any similar material document, unless otherwise agreed in writing by TERREPOWER.

In addition, supplier undertakes to properly and timely inform TERREPOWER of any restriction set forth by Prop 65 or otherwise undertaken by the relevant authorities in the implementation of Prop 65, including but not limited to any restriction on use or authorization, impacting or likely to impact the use, sale or otherwise disposal of any substance contained in the products and/or materials supplied to TERREPOWER.

All TERREPOWER suppliers are required to be familiar with the requirements of the most current revision of Prop 65. Unless specifically contracted and provided otherwise, TERREPOWER and our customers require assurance that products provided to TERREPOWER are free of restricted substances or proper warnings are applied.

It is an obligation of TERREPOWER suppliers to remain actively aware of revisions and/or additions to the list of restricted chemicals on an on-going basis, and that any specific certifications provided with product deliveries reflect the current status regarding Prop 65 restricted substances.

### 1.3.9 RoH Sand WEEE Compliance

TERREPOWER and our customers require assurance that all products provided to TERREPOWER comply in all material respects with the European Union Directives 2011/65/EU on the restriction on the use of certain hazardous substances in electrical and electronic equipment (the "ROHS Directive") and the 2012/12/EU, the Waste Electrical and Electronic Equipment Directive ("WEEE Directive"), and all revisions thereto and implementing legal requirements.

Please note that RoHS and WEE Directive compliance is implied by "Certifications of Compliance" (C of C's) provided with product deliveries and requirements may be periodically revised and the applicable lists of restricted substances may be updated with additional substances over-time. It is an obligation of TERREPOWER suppliers to remain actively aware of revisions and/or additions to the list of restricted substances on an on-going basis, and that any specific certifications and/or RoHS Compliant Certifications implied by "Certifications of Compliance" (C of C's) provided with product deliveries reflect the current status regarding RoHS restricted substances and content limits.

#### 1.3.10 REACH Compliance

Supplier expressly undertakes that all chemical substances contained in the products and/or materials supplied to TERREPOWER (*including substances which supplier does not make or import*) comply in all respects with the provisions of (i) the European Regulation (EC) no. 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorization and Restriction of Chemicals entered into force on June 1st 2007 (the "REACH Regulation"), including, if and when applicable, being submitted for registration to the European Chemicals Agency according to statutory registration deadlines and (ii) the European Regulation (EC) no. 1272/2008, concerning the Classification, Labelling and Packaging entered into force on 20th January, 2009 (the "CLP Regulation").

Supplier expressly undertakes to provide relevant information in accordance with REACH Regulation and CLP Regulation for any chemical substance, materials or product supplied to TERREPOWER, including but not limited to information provided in the relevant safety data sheet or any similar material document, unless otherwise agreed in writing by TERREPOWER.

In addition, supplier undertakes to properly and timely inform TERREPOWER of any restriction set forth by the REACH Regulation or otherwise undertaken by the relevant authorities in the implementation of the REACH Regulation, including but not limited to any restriction on use or authorization, impacting or likely to impact the use, sale or otherwise disposal of any substance contained in the products and/or materials supplied to TERREPOWER.

All TERREPOWER suppliers are required to be familiar with the requirements of the most current revision of the REACH Regulation and CLP Regulation. Unless specifically contracted and provided otherwise, TERREPOWER and our customers require assurance that products provided to TERREPOWER are compliant.

It is an obligation of TERREPOWER suppliers to remain actively aware of revisions and/or additions to the list of restricted chemicals on an on-going basis, and that any specific certifications provided with product deliveries reflect the current status regarding REACH restricted chemicals.

Additional information can be found on the European Chemicals Agency's website.

### 1.3.11 Breach and Termination

Any breach of the agreements, regulations, or requirements set out in this Code will constitute a material breach of any agreement with supplier and be grounds for immediate termination for cause of such Agreement and/or any order, and TERREPOWER may withhold any payments until such time that TERREPOWER has received confirmation to its reasonable satisfaction that no breach has occurred or will occur. Supplier agrees to indemnify and hold TERREPOWER harmless against any actions, legal claims, demands, proceedings, losses, damages, costs, expenses and other liabilities of whatever nature resulting from supplier's breach of the representations, warranties and agreements contained in this Code. TERREPOWER reserves the right to refuse to enter into or accept any order, and to cancel any order, if TERREPOWER in its sole discretion determines that such order could violate any applicable law or regulation of the United States, or any other governments. Supplier agrees that any such refusal or cancellation of any order, or termination of any Agreement by TERREPOWER, as described above, will not constitute a breach of any of TERREPOWER's obligations under any Agreement, and supplier hereby waives any and all claims against TERREPOWER for any loss, cost or expense related thereto.

## 2.0 Supplier Selection and Approval

At TERREPOWER, we follow an open quoting process that allows all companies, regardless of nationality, size, and experience, the same chance to offer us their products and services. Our suppliers are selected based on their capability to deliver: quality, delivery, customer service, total cost of ownership, design & development, manufacturing, strict adherence to ethics and legal compliance, inventory efficiency, payment terms, commercial terms and conditions, and ongoing business management and communication. TERREPOWER suppliers will be assessed on these capabilities.

The assessment may be conducted through self-evaluation or an onsite assessment performed by TERREPOWER staff. TERREPOWER suppliers are expected to facilitate any requested assessment. TERREPOWER prefers Suppliers who are ISO or International Automotive Task Force (IATF) certified.

After selection as a TERREPOWER Approved Supplier, a company will have the opportunity to participate in the quoting of specific projects. The awarding will depend on not only the quoted prices, but also the analysis of total cost of ownership.

From time to time, TERREPOWER will initiate source changes in support of business needs, including improved quality, reduced lead-time, technical capability, supplier consolidation, global presence, inventory, payment terms, commercial terms & conditions, and cost.

Source changes are typically preceded by a bid event and pre-qualification activities. Following the quoting, TERREPOWER will evaluate the supply chain security, quality system, and business practices of the bidding Suppliers. Supplier evaluation is completed prior to awarding business to ensure that Suppliers have the appropriate foundation elements in place (ex: *quality management system, procedures, organization*) to consistently meet our requirements.

## 2.2 Supplier Performance

Suppliers are expected to monitor their own performance, however, TERREPOWER will monitor Supplier performance and may provide performance reports to Suppliers. The level of monitoring depends on which of the below categories the Supplier belongs to.

**Approved Suppliers** – Suppliers that have been evaluated, are approved for production, and have been added to the local Material Requirements Planning business system. When an adverse trend in performance is identified, actions will be taken to review the Supplier's status. If warranted, TERREPOWER may initiate corrective action activities, including CAR, on-site audit, or re-qualification of samples and process documentation.

**Strategic Suppliers** – Designated as a subset of the Approved Supplier list and consist of Suppliers who are strategic to the business, and with whom TERREPOWER has developed a long-term supply relationship. These Suppliers may receive performance reports as well as detailed quarterly Scorecards.

### 2.2.1 Scorecards

TERREPOWER uses data to better understand performance and drive improvement.

Because Suppliers play such a critical part in TERREPOWER's success in each of these areas, we have developed a supplier scorecard, which includes quality, delivery, cash, and cost metrics.

Suppliers designated as Strategic Suppliers by TERREPOWER may be provided a scorecard each quarter detailing their performance. Below details how each section of the scorecard is calculated:

- **Quality Metric** – Parts Per Million (PPM) is calculated in the following manner:  $(\text{Total Nonconformance Quantity} / \text{Total Receipt Quantity}) * 1,000,000$ .
- **Delivery Metric** – Delivery performance is calculated as a percentage of purchase order lines received on time divided by total purchase order lines received.
- **Cost Metric** – Supplier's cost reduction is calculated by Net Economic Purchase Price Variance. The difference is represented as a percentage. Suppliers are also scored on whether they meet TERREPOWER payment terms.
- **Cash Metric** – Suppliers accepting TERREPOWER's standard terms.

## 3.0 Supplier Expectations

Suppliers are responsible for ensuring that products and/or services meet TERREPOWER specifications and requirements.

### 3.1 Non-Disclosure Agreements

Suppliers will be required to sign a non-disclosure agreement, depending on the level of technology or information disclosed during the course of business. It is our policy to utilize TERREPOWER standard form that has been created for this purpose.

Information provided to suppliers involving various trade secrets, designs, materials and other proprietary information of a secret and confidential nature may include, but are not limited to records, data, schedules, forecasts, processes, procedures, specifications, developments, designs, inventions, models, techniques, improvements or discoveries, patentable and otherwise.

It is TERREPOWER's policy that suppliers shall not use, transmit or disclose confidential information to any third party except in accordance with the terms of the non-disclosure or express written consent of TERREPOWER.

### 3.2 Change Management

Change control is an essential element of ensuring we maintain the quality of our product. We recognize that continuous improvement efforts may require changes to manage cost, quality, delivery and technology. Through open communication and collaboration, we can ensure that changes do not have unintended effects on our products, our operations and, more importantly, our customers. Suppliers are required to notifying TERREPOWER of changes made to materials and products or processes, no less than 90 days prior to implementation.

### 3.3 Sub-Tier Supplier Control

Suppliers are expected to manage sub-tier suppliers with controls appropriate to performance risk. Suppliers are responsible to ensure that Product(s) manufactured utilize only authentic, conforming and specified material as stipulated in the specification.

TERREPOWER's expectation is that the supplier has in place formal purchasing and supplier control processes to manage sub- tiers.

These controls are to include, but not limited to:

- Selection, evaluation and approval
- Product qualification/acceptance
- Performance measurement and monitoring, including sub-tier auditing programs
- Nonconforming Product and Corrective and Preventative Actions (CAPA) processes
- Change control

Suppliers are responsible for ensuring and controlling the quality of all components and raw materials that are purchased to manufacture product for TERREPOWER. TERREPOWER may require visibility to subcontracted operations and will make a determination based on the type of operation to be performed by the sub-supplier if formal evaluation/approval is required. Prior to implementing, sub-tier supplier changes, or sub-tier process changes, suppliers are required to advise TERREPOWER.

### 3.4 Tooling

Suppliers are responsible for the care, maintenance, and proper use of TERREPOWER tooling and fixtures. When applicable, suppliers may be required to submit a Tooling Details form prior to production approval, which is shown in the Appendix. All tools should be clearly marked with the TERREPOWER name and a tool number.

All suppliers are to maintain tool maintenance logs and be able to provide them to TERREPOWER when requested. Pictures of all tooling are required upon request. TERREPOWER requires that suppliers immediately report any loss or damage to tooling. Unless otherwise agreed to in writing, storage and regular maintenance of TERREPOWER tooling is supplier's responsibility. Suppliers shall notify TERREPOWER when a tool is nearing the end of its useful life in time to repair or replace the tool without interruption to continuous production. Tools are expected to be adequately packaged and protected from damage if and when they are sent out for repair or rework. Suppliers are responsible for assuring that the tooling is capable of producing product within TERREPOWER specifications at all times.

## 4.0 Key Roles and Responsibilities

### 4.1 TERREPOWER SOURCING

The main points of contact with our suppliers will be:

#### 4.1.1 Strategic Sourcing

The strategic representative is responsible for (1) ensuring streamlined communications, facilitating access within a single business unit or across the multiple business units, and (2) supporting the global strategy by driving business unit and/or cross business unit supply activities.

#### 4.1.2 Tactical Purchasing

The tactical representative is the supplier's primary contact for commodity-based activities and is responsible for the day to day relationship and material supply with the supplier. This includes serving as the first point of contact for purchase orders, forecasts, quality and delivery issues, and inventory management execution.

## 4.2 Supplier's Organization

TERREPOWER asks that suppliers identify designated contacts within their organization to communicate with TERREPOWER for each function below:

### 4.2.1 Strategic Supply Representative

The strategic representative is the main point of contact within the supplier's organization for any key communications with TERREPOWER, including chronic quality and delivery issues, and any commercial issue resolution.

### 4.2.2 Tactical Supply Representative

The tactical representative is the day-to-day point of contact within the supplier's organization for communications with TERREPOWER, including order status, expediting, non-chronic quality issues, etc.

### 4.2.3 Strategic Quality Representative

The Strategic Quality Representative within the supplier's organization is responsible for all aspects of the Quality Management System and typically engages in (1) supplier qualifications (2) supplier audits (3) chronic supplier quality or delivery issue resolution (CAPA).

### 4.2.4 Tactical Quality Representative

The Tactical Quality Representative within the supplier's organization is responsible for addressing TERREPOWER non-conformances communications and non-chronic quality resolutions.

### 4.2.5 Product Engineering Representative

The Product Engineering Representative within the supplier's organization is responsible for engineering related communications and resolutions.

## 5.0 Quality Management System

TERREPOWER is certified to ISO standards and our suppliers are expected to have a Quality Management System in place that is aligned with or similar to ISO9001, IATF 16949 or other globally recognized standards. Suppliers must notify TERREPOWER when changes materially affect the status or scope of the supplier's Quality Management System. This includes but is not limited to key sub supplier changes, material changes, equipment changes, process changes, and site changes.

Supplier must maintain quality standards to retain business. Suppliers are required to provide goods that conform to TERREPOWER specifications. Suppliers are expected to proactively prevent defects and show downward non-conformance trends.

If TERREPOWER discovers a non-conformance, suppliers must provide prompt and effective containment, root cause analysis, and corrective actions. Suppliers must demonstrate a top-down commitment to quality and continuous improvement.

## 5.1 Control of Documents

Suppliers are expected to establish, maintain, and document procedures to control all QMS documentation and all data generated under the QMS. Suppliers are to have a documented procedure for the control and distribution of drawings, documents and/or standards. Obsolete documents are to be destroyed or appropriately identified as such for limited distribution. TERREPOWER uses prints and other controlled documentation to communicate material requirements. TERREPOWER will provide the latest revisions on controlled documentations to the appropriate person identified by the supplier.

## 5.2 Control of Records

All quality records are to be retained for a period of time equivalent to the design and expected life of the device. Suppliers will make available all quality records, in a timely manner, upon request by TERREPOWER.

Data records shall include at a minimum, without limitation, the following:

- Records of Inspection and Test Results
- Production lot size
- Quantities checked
- Items checked
- Quantity of defects found, method of remedy
- Control Records of Inspection Tools and Test Equipment Calibration

Included in each of the above-mentioned items shall be inspection frequencies, inspection results, and corrective actions taken.

## 5.3 Continuous Improvement

TERREPOWER is committed to collaborating with suppliers on their continuous improvement efforts including but not limited to training and leading activities at the supplier. Both TERREPOWER and our suppliers can benefit from joint projects in the following ways:

- Improved quality and yield
- Improved production throughput
- Improved customer responsiveness (on-time delivery; lead time reduction)
- Cost reductions (material, labor, variable overhead, fixed overhead)
- Improved iTERREPOWERory management
- Improved cash management
- Improved risk



### 5.3.1 Lean Enterprise

TERREPOWER strives to achieve a world-class supply chain utilizing operational excellence philosophy and methodology centered on lean enterprise thinking and processes. We view ourselves and our suppliers as extensions of our customers' supply chains.

We look to reduce waste and increase velocity and across the entire value stream. Suppliers who embrace and apply similar thinking and practices will grow with TERREPOWER. Suppliers may participate in joint lean projects (including supplier value stream mapping, lean transformation planning, lean continuous flow) for mutual benefit of TERREPOWER and supplier.

## 6.0 Product Realization

Before committing to supply product to TERREPOWER, the supplier is to hold a review of the requirements related to the product or service to ensure that product or service requirements are defined, order requirements are understood, and the supplier has the ability to meet the defined requirements.

## 6.1 Product Process

### 6.1.1 Request for Quote

Suppliers must carefully review TERREPOWER drawings and related specifications to ensure they understand and can meet all requirements. If clarification of requirements are needed, contact TERREPOWER before submitting a quote, building tooling, producing samples or the production parts.

All production part issues that are not covered on the existing drawings or specifications shall be communicated by TERREPOWER through a purchase order, a revised drawing, or an TERREPOWER approved deviation. All development part design agreements between the supplier and TERREPOWER will be documented by TERREPOWER. No verbal agreements will be accepted.

### 6.1.2 Purchase Order

Purchase orders may be presented in the form of traditional PO, pull signal, Vendor Managed Inventory (VMI), etc. and will be initiated by TERREPOWER's authorized buyers/planners. The part number and revision number of the purchased material or service will be presented on the purchase order. Purchase prices are subject to the latest acknowledged quotation or the mutually agreed supplier Agreement.

### 6.1.3 Payment Terms

TERREPOWER Standard Payment Terms are 2% 30, Net 90 for direct and indirect material suppliers.

### 6.1.4 Invoicing

Invoices submitted to TERREPOWER for payment should be clearly printed and include all necessary information required for prompt processing and payment. Invoice details should include all information specified by the TERREPOWER company purchasing the product. Any applicable taxes and shipping/handling fees should also be clearly indicated on invoice documents as well.

## 6.2 Product Validation

### 6.2.1 Production Part Approval Process/First Article Inspection

Prior to placing the first production order for parts or services, TERREPOWER requires (in most cases) the supplier to submit samples and inspection documentation per the Production Part Approval Process (PPAP). In some cases, a First Article Inspection (FAI) process may be used instead of a PPAP. Once these parts have been approved for production utilizing the PPAP or FAI process, if any changes occur that affect the production part or process to manufacture it, then a new/revised PPAP or FAI is required. It is imperative that TERREPOWER is promptly notified of any changes that affect part qualifications! The following changes may require re-qualification and the completion of a PPAP or FAI:

- New or different sub-supplier
- A part change is made which results in a part revision or new part number at the supplier
- New or revised tooling
- Supplier material, equipment, or process change
- New or changed manufacturing location (even within the same plant)

TERREPOWER may require suppliers or parts that have been inactive for more than one year (ex: no receipts of a specific part number within a 12 month period) to be re-qualified before a new order is placed. If re-qualification is required, suppliers may be asked to provide updated company information and/or evaluation samples and documentation.

Suppliers must maintain on file all PPAP documentation for the life of the product or a minimum of three years from the PPAP completion date unless otherwise stated. This documentation should be made available for TERREPOWER upon request.

#### 6.2.1.1 PPAP Levels

TERREPOWER will determine the appropriate PPAP level required for product approval and may include any combination of the documents listed:

- Part Submission Warrant
- Process Control Plan
- Process Flow Diagram
- Process Failure Mode and Effect Analysis
- Gage Repeatability and Reproducibility
- Capability Study
- Dimensional Lay-out

### 6.2.1.2 Labeling and Packaging

Suppliers shall ship samples in packaging representative of packaging that will be used for production parts, unless otherwise specified. This is to verify the suppliers understanding of TERREPOWER's packaging requirements before full production begins.

### 6.2.1.3 First Article Samples

In lieu of formal PPAP samples, First Articles (FA), may be requested by means of a purchase order. When FA samples are requested, they shall be appropriately identified as "First Article Samples" and packaged separately from production materials. First articles must be produced from production tooling unless otherwise specified on the purchase order.

First articles must include a minimum of three pieces from each cavity or tool with 100% of the drawing dimensions measured and all drawing notes verified, with documented results. A Sample Inspection Report shall accompany the first article parts, which are to be marked with sample numbers corresponding to the sample numbers on the inspection report. A copy of the drawing, marked with sequence numbers shall be submitted with the inspection report. Suppliers may use their own inspection template if it contains the same information as TERREPOWER's First Article Dimensional template. Suppliers are to submit all documented results in English unless otherwise specified by TERREPOWER in writing. Documents may also be requested to be sent electronically.

### 6.2.1.4 Annual Part Recertification

To prevent quality degradation, an annual re-certification may be required for critical parts, as defined by TERREPOWER engineering. Related recertification costs are the supplier's responsibility. At a minimum, this recertification will include:

- Part Submission Warrant (PSW)
- 3-piece full dimensional layout
- Current revision print
- Material certification (Must specify if required standards are met)
- Functional test results, if applicable

TERREPOWER will notify suppliers of parts that require recertification and will communicate the specific requirements.

## 6.2.2 Process Capability

TERREPOWER expects suppliers to develop and maintain highly capable processes to produce quality products and services. The use of Statistical Process Control (such as capability studies) for critical to quality (CTQ) and process characteristics are highly recommended. TERREPOWER reserves the right to request SPC data to be supplied upon request.

### 6.2.3 Control Plans

Each TERREPOWER business unit uses various types of risk assessment to identify the need for Control Plans for purchased products. A Control Plan is a documented description of the systems for controlling part and process quality by addressing their key characteristics and engineering requirements. Each Control Plan describes the actions that are required at each phase of the process including receiving, in process, outgoing, and periodic requirements. A Control Plan methodology is to be integrated into the supplier's QMS.

A single control plan may apply to a group or family of products that are produced by the same process, material, and source. The Control Plan is not required for all but may be requested to be included in the PPAP submission package. Control Plans must be maintained by suppliers for the life of the production process and updated when applicable. Any process changes must be communicated to TERREPOWER via an update control plan.

### 6.2.4 Monitoring and Measurement

Suppliers are to establish and maintain documented procedures for the calibration, control, and maintenance of measuring, inspection, and test equipment used to ensure that products and processes conform to requirements. A supplier is expected to have systems in place to address product quality throughout the entire process.

#### 6.2.4.1 Incoming Acceptance

Suppliers are expected to have procedures for acceptance of incoming material, including inspection, testing, and verification to TERREPOWER specifications. Suppliers are to document acceptance or rejection of incoming product.

#### 6.2.4.2 In-Process Acceptance

Suppliers are to have in-process acceptance procedures to ensure that in-process product is controlled until the required inspection and tests or other verification activities have been completed, or necessary approvals are received.

#### 6.2.4.3 Final Acceptance

Suppliers are to have procedures for final Product acceptance to ensure that each production unit, lot, or batch of finished Product meets TERREPOWER's acceptance criteria. Finished Product shall be adequately controlled until released.

## 6.3 Supplier Product/Process Change Request

Upon TERREPOWER approval of initial product requirements or material supplier, any change or deviation from materials, product requirements and process parameters by the supplier must be submitted via TERREPOWER's Supplier Advance Deviation/Change Request Form. All requests for deviations shall be submitted to your Strategic Sourcing Representative, whether the deviation is driven by TERREPOWER or by the supplier.

Such deviations include, but are not limited to, changes to designs, drawings, specs, material, component, equipment, equipment locations, die, tool, mold, or to any production method, or a change in source of supply or manufacturing, assembly or delivery process.

Failure to comply with these requirements exposes both TERREPOWER and the supplier to risk and litigation. Suppliers that make unauthorized changes may be responsible for the accumulating expenses associated with the unauthorized change. Additional ramifications may include removal from our Approved Supplier List.

### 6.3.1 Change/Approval

TERREPOWER personnel shall review and approve changes that may affect the product(s) including, without limitation:

- Change at a sub-tier supplier
- Control Plan changes or outgoing inspection plan changes
- Changes to, or deviations from, validated parameters
- Equipment Qualification or validation changes
- New equipment introduction
- Process deviation
- Process changes
- Product test changes
- Product labeling or packaging changes
- Supplier Manufacturing site transfers
- Materials and/or Component changes, including material composition changes
- Specification changes (e.g. process, Product, test)

Failure to comply with these requirements exposes both TERREPOWER and the supplier to risk and litigation. Suppliers that make unauthorized changes will be responsible for the accumulating expenses associated with the unauthorized change. Additional ramifications may include removal from our Approved Supplier List.

## 6.4 Changes Made TERREPOWER

Product specifications may be revised by TERREPOWER, and such revisions may require an additional product qualification. TERREPOWER will notify supplier of all relevant specification revisions. The supplier shall implement all revisions by mutually agreed upon dates where applicable.

## 6.5 Identification, Handling, & Traceability

### 6.5.1 Identification and Traceability

Supplier has to ensure the traceability of raw materials, semi-finished products and finished products within the production process.

Further, supplier has to prepare and keep all inspection reports for all inspections from material receipt up to dispatch of products. In case of an identified or suspected nonconformity, traceability must be possible in such a way that limitation of the quantity of suspect and/or nonconforming products, or semi-finished products, can be carried out.

### 6.5.2 Handling, Storage, Transporting and Installation

Suppliers are to have systems in place to ensure that damage, deterioration, contamination or other adverse effects do not occur during the handling, storage and transporting of Product(s).

Suppliers are required to provide goods on time to all TERREPOWER locations. TERREPOWER's default standard delivery terms for delivery are three days early and zero days late unless otherwise agreed to by the business unit or TERREPOWER entity being supplied. Suppliers are expected to coordinate flow of material and information to TERREPOWER. Suppliers should be flexible, provide short lead-times and respond to material or schedule changes when necessary.

New business opportunities for both TERREPOWER and our suppliers depend on our ability to quickly meet customers' delivery requirements. Suppliers must continually remove waste from the delivery flow through electronic data interchange (EDI), engineering support, Vendor Managed Inventory (VMI), materials agreements, packaging improvements, etc.

### 6.5.3 Labeling and Packaging Specifications

Suppliers shall package and mark all products in accordance with applicable drawings, specifications, purchase orders, and regulatory requirements. Suppliers must request approval for any proposed changes to approved packaging. All products shall be shipped in packaging that provides adequate protection during shipment and storage.

Pallets should be clean and in good condition without protruding nails, wood, dirt, etc. Containers on pallets shall not overhang edge of pallet. Packing peanuts and similar types of loose fill material are strictly prohibited. Barcode labeling, if required, must be applied in a readily accessible and visible spot on the container. The barcode label must be free of smudge marks, grease, and other markings or materials that can prevent TERREPOWER from properly scanning the label.

On international shipments, suppliers must ensure that all solid wood packing materials (pallets, crates, blocking/bracing lumber, and other dunnage) are both treated and clearly marked in full compliance with ISPM-15 regulations.

All shipments to TERREPOWER shall include the following:

- Packing slip: with part number, part revision, part description, Harmonized Tariff Schedule (HTS) number (where applicable), Country of Origin, PO number, PO Line number, ship quantity, number of containers (where applicable), ship from and to address, shipment date.
- Supplier name and note if parts are for PPAP, engineering parts, or parts made after a corrective action change.

- Each part number shall be packaged and identified separately
- Each container shall be marked with the order number, quantity, part number, and revision of the contents so that it is visible from the outside of the packaging
- Certifications/Material Test reports as required (Material, Plating, Hardness, etc.)

## 7.0 Measurement Analysis and Improvement

The supplier shall monitor and measure the characteristics of the product to verify that product requirements have been met. Evidence of conformity with the acceptance criteria shall be maintained. Data analysis will determine the current level of performance, drive continuous improvement activities, and create performance metric targets. Statistical tools are to be applied, where applicable, to measure the performance of processes and product quality including supply chain performance. Suppliers are to define, plan, and implement measurements where processes affect the quality of products or services that TERREPOWER receives.

### 7.1 Production and Process Control

Suppliers will have systems in place to define and maintain the manufacturing process and associated controls so that all product(s) conforms to their specifications, including, but not limited to:

- Approved and documented production processes, instructions, and methods that define and control the manner of production.
- Monitoring and control of process parameters and product characteristics during production.
- Approval of processes and process equipment
- Criteria for workmanship

Suppliers are to identify, document and control key manufacturing process steps that affect product performance.

### 7.2 Audit/Assessments

TERREPOWER reserves the right to audit supplier facilities, processes, components, materials and finished goods. These same rights shall be extended to all supplier subcontractors that provide material/components, which go into TERREPOWER products. Suppliers are expected to facilitate sub-tier supplier qualification audits. As a supplier's organization or process changes, TERREPOWER must be notified to determine if an onsite assessment is needed.

### 7.3 Control of Non-Conforming Product

Suppliers are to establish and maintain procedures to control product that does not conform to TERREPOWER specifications. The procedures shall address the identification, documentation, evaluation, segregation, and disposition of nonconforming product.

Rejected product will be subjected to one of the following actions, but not limited to, at TERREPOWER's discretion:

- Return to supplier at supplier's expense for full credit or refund, including shipping
- Onsite sorting by supplier or subcontracted 3rd party.
- Return to supplier for rework at supplier's cost – all rework shall be completed to documented requirements
- Scrap at supplier's cost for full credit or refund
- In special cases (ex: where non-conformance jeopardizes production delivery dates being met), TERREPOWER may inspect 100% or rework the material onsite, with the supplier debited for the associated costs.

## 7.4 Corrective and Preventative Action

Suppliers are to establish and maintain a Corrective Action Preventative Action (CAPA) system. The CAPA system is to include, at a minimum, the following requirements:

- Analyze sources of quality data (e.g., Manufacturing processes, production defects, product disposition records, quality audit records, etc.) using statistical methods and trending where applicable, to identify existing and potential causes of nonconforming product or other quality problems.
- Investigations to identify the root causes of non-conformances using recognized methods: 5 Why, Fishbone Diagram, etc.
- Actions needed to correct non-conformances and to prevent a recurrence.
- Verification or validation of corrective and preventive actions to assure their effectiveness and to confirm that product quality is not affected by the action(s) taken.

Suppliers shall begin to resolve issues associated with discrepant parts immediately upon notification by TERREPOWER and shall provide a response to any supplier Corrective Action Request (SCAR) within the requested timeframe.

TERREPOWER determines whether or not a SCAR should be issued based on the impact, reoccurrence or impact of the issue on the quality of TERREPOWER product.

## 8.0 Warranty

### 8.1 Warranty and Liability

If supplier becomes aware of a potential manufacturing or design non-conformance in a product (material, parts, assemblies, and/or services supplied by supplier to TERREPOWER), the supplier will promptly deliver written notice of the potential non-conformance to TERREPOWER. Supplier must then provide analysis related to the potential defect as requested by TERREPOWER. Supplier will cooperate with TERREPOWER to promptly implement appropriate containment to ensure no customer impact (including the delivery of corrected replacement product at no cost to TERREPOWER or its customers) and corrective and preventative actions to prevent reoccurrences and error proof the process.



## 8.2 Product Warranty

TERREPOWER's end-user warranty terms vary depending on the product and channel through which the product is sold. Supplier's warranty period must match or exceed TERREPOWER's applicable end-user warranty period. TERREPOWER and supplier may agree in writing to different warranty terms for specific products, categories of products, and/or geographic locations.

At a minimum, suppliers must provide TERREPOWER with the following warranties:

- All products must be fit for sale, of good material and workmanship, and free from non-conformance
- Products must be transferred to TERREPOWER free and clear of all claims or encumbrances
- All products will be manufactured, processed, packaged, labeled, marked, tested, certified, weighed, inspected, loaded, shipped and sold by supplier in compliance with all applicable drawings and specifications, laws, rules, regulations and standards, specifically including, but not limited to those set forth in TERREPOWER's Statement of Regulatory Compliance (insert URL), which is incorporated herein by reference.

In the event that TERREPOWER is obligated to repair or replace a product due to a non-conformance in a supplier-provided product, the following will occur:

- Supplier will promptly correct the defect through repair, replacement or refund (at TERREPOWER's
- Supplier will promptly reimburse TERREPOWER for any of the related costs, including but not limited to diagnosis, removal, shipping, installation, rework, and testing.
- If requested by supplier, TERREPOWER will return a representative sample of non-conforming product to supplier at supplier's expense.

## 8.3 Liability, Indemnity & Hold Harmless

TERREPOWER's suppliers will defend, indemnify and hold harmless all TERREPOWER companies, and their respective directors, officers, employees, agents, and customers from and against any and all claims, actions, demands, damages, losses, judgments, settlements, costs and expenses, including without limitation attorneys' fees, arising out of or in connection with any of the following:

- Mandatory or discretionary recall of supplier product by TERREPOWER, a customer thereof or any regulatory entity for safety or other reasons;
- Alleged infringement of any intellectual property right of any third party in connection with
- Death of or injury to any person, damage to any property, or any other damage or loss, by whomsoever suffered, allegedly resulting from or relating to the products or services supplied by supplier;
- Alleged or actual violation by supplier or its products of any laws, rules, ordinances or
- Breach of any agreement, late delivery or product non-conformance by supplier; or
- Claims by or on behalf of supplier's subcontractors, vendors, employees or agents.

In the event that TERREPOWER's customers or others sue or threaten to sue TERREPOWER, supplier and/or other parties alleging that services or products, alone or in combination, caused personal injury, death and/or property damage (a "Product Liability Action"), TERREPOWER and supplier will cooperate with each other in managing and defending such Product Liability Action.

Note that this in no way limits supplier's defense, indemnity and hold harmless obligations as described above.

Suppliers are required to maintain appropriate insurance policies, including without limitation commercial general and products liability insurance, as specified by TERREPOWER from time to time, but in no event less than industry standard. TERREPOWER shall be named as additional insured on such policies. At all times, including at start of the relationship, suppliers must work with their TERREPOWER contact to determine the correct policy coverage's and amounts.

## 9.0 Transportation

### 9.1 Shipping Terms

Suppliers will be expected to ship under most recent revision of Incoterms. Our standard expectations are as follows:

- For domestic purchases → EXW for freight-collect and DAP for freight-prepaid terms.
- For international purchases → FCA for freight collect and CIP for freight-prepaid terms.

Site requirements may vary. Suppliers should consult their TERREPOWER buyer to determine appropriate terms.

### 9.2 Marine (Cargo Insurance)

The party responsible for paying the main transportation shall provide full cargo insurance coverage – defined as door-to-door, 'A' cover, all risk, marine, war, strike and riot – regardless of the shipping terms, with the exception of CFR/CPT Incoterms, in which insurance is the buyer's responsibility. Therefore, on E and F terms, plus CFR and CPT, the buyer shall provide full cargo insurance coverage, and on D terms, plus CIF and CIP, the seller shall provide full cargo insurance coverage.

For destinations and/or cargo on which governmental or insurance restrictions require additional approvals and/or premiums, or a split in coverage other than house-to-house, the responsible party/parties shall take such additional measures to ensure that the shipment is appropriately insured.

# APPENDIX

## APPENDIX A – Definition of Terms / Acronyms

	-
<b>CAR</b>	Corrective Action Request
	-
<b>COO</b>	Country of Origin
	-
<b>EDI</b>	Electronic Data Interchange
	-
<b>HTS</b>	Harmonized Tariff Schedule
	-
<b>ISO</b>	International Organization for Standardization
	-
<b>IATF</b>	International Automotive Task Force
	-
<b>NDA</b>	Non-Disclosure Agreement
	-
<b>PSW</b>	Part Submission Warrant
	-
<b>PCP</b>	Process Control Plan
	-
<b>PFD</b>	Process Flow Diagram
	-
<b>PMI</b>	Positive Material Identification
	-
<b>PO</b>	Purchase Order
	-
<b>PPAP</b>	Production Part Approval Process
	-
<b>REACH</b>	Registration, Evaluation, Authorization & Restriction of Chemicals
	-
<b>RFQ</b>	Request for Quote
	-
<b>RoHS</b>	Restriction of Hazardous Substances
	-
<b>TCO</b>	Total Cost of Ownership
	-
<b>U. S. CBP</b>	U. S. CBP - U.S. Customs and Border Protection
	-
<b>VMI</b>	Vendor Managed Inventory