



Purchase Order Terms and Conditions

All purchased products or services used in VSI, LLC product shall conform to applicable statutory and regulatory requirements.

Suppliers providing products or services used in production of automotive product by VSI, LLC shall at a minimum be third party registered to ISO 9001 by an accredited third-party certification body; with the ultimate objective of becoming certified to IATF 16949 standard.

VSI monitors supplier performance by the following indicators:

Quality;

On time delivery, including incidents of premium freight;

Customer disruptions, including field returns;

Special status customer notifications related to quality or delivery issues.

Neither supplier nor VSI shall be responsible for delays or defaults due to causes beyond their respective controls and without fault or negligence. If, at any time, supplier has reason to believe that deliveries will not be made as scheduled, written notice setting forth the fact of the anticipated delay and its cause must be given to VSI immediately.

VSI requires suppliers to monitor the performance of their manufacturing processes. This information (including on time delivery, PPM, quality escapes) shall be provided to VSI upon request. VSI and/or customers of VSI reserve the right to visit supplier facility as needed.

VSI requires suppliers follow FIFO methodology for product supplied to VSI. Skidded product must ensure oldest dated inventory is on top. Skids containing more than one part number be labeled as "mixed".

Suppliers will provide VSI an accurate and complete NAFTA Certificate of Origin for those parts that qualify for NAFTA and an accurate and complete Country of Origin Affidavit for all parts.

Suppliers providing inspection, test or calibration services to VSI shall have a defined laboratory scope that includes the capability to perform the required inspection, test or calibration. Suppliers shall also be third party registered to ISO/IEC 17025 or national equivalent.