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- Business Systems & Administration

Supporting Organizations:
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- Environmental, Health, and Safety
- Legal
- Quality
- Supply Chain Management

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1. Introduction and Basic Requirements

1.1. Introduction

In AAM’s constant pursuit of operational excellence, ethics and integrity are integral to our daily responsibilities. AAM’s reputation for excellence can be damaged due to unethical or illegal business conducted. Such conduct destroys trust, incurs legal liability and can result in potential financial implications. There is no place for such conduct at AAM, or by Third Parties acting on AAM’s behalf. This manual consists of expectations, requirements, and standards applicable to all current or prospective AAM Suppliers globally. The requirements as detailed in this manual define basic requirements and are supplemental to specific requirements as communicated by AAM.

1.2. Company Background

AAM is a leading, global Tier-One automotive supplier of driveline and drivetrain systems and related components for light trucks, SUVs, passenger cars, crossover vehicles and commercial vehicles with a regionally cost competitive and operationally flexible global manufacturing, engineering and sourcing footprint. In addition to locations in the United States, AAM also has offices or manufacturing facilities in Brazil, China, Germany, India, Japan, Luxembourg, Mexico, Poland, Scotland, South Korea, Sweden and Thailand. Through highly-engineered, advanced technology products, processes and systems and industry leading operating performance, the AAM team provides a competitive advantage to our customers.

*Operational Excellence*

AAM strives to provide exceptional value to our customers with an intense focus on quality, warranty, reliability, delivery, and launch support. This provides a foundation for AAM’s profitable global growth.

*Global Market Cost Competiveness*

AAM has aligned its global manufacturing, engineering and sourcing footprint to increase exposure to global growth markets, support global product development initiatives and establish regional market cost competitiveness.

*Technology Leadership*

AAM’s innovative product, processes and systems technology, positions AAM as a leader in providing industry-first, cutting edge driveline technology to the global market for passenger car, crossover vehicle and light truck applications.

1.3. Purpose

The purpose of this American Axle & Manufacturing, Inc. (AAM) Supplier Requirements Manual is to communicate AAM’s requirements to all current and potential future suppliers. As a global manufacturer of driveline and drivetrain systems and related components, AAM must meet the requirements established by the current ISO 9001 / TS 16949 Quality System. Therefore, it is the expectation of AAM that all suppliers comply with the requirements and expectations documented in this manual.
1.4. **Scope**

Consistent with AAM’s values and Code of Business Conduct, AAM has adopted this **Supplier Requirements Manual** to explain how the Code of Business Conduct specifically relates to those who perform services for and on behalf of AAM. The **Supplier Requirements Manual** applies to all third party businesses and individuals that act on AAM’s behalf, including but not limited to suppliers, agents, consultants, distributors accountants, lawyers, customs brokers, etc.

This **Supplier Requirements Manual** does not replace AAM’s Code of Business Conduct. It provides an overview of its requirements for Suppliers working with AAM, and applies to every Supplier working on AAM’s behalf. AAM considers the Code of Business Conduct and **Supplier Requirements Manual** in all sourcing processes, and expects all Suppliers to adhere to the requirements of both. In the case that a Supplier violates AAM’s Code of Business Conduct, **Supplier Requirements Manual**, and applicable laws or industry codes of conduct, AAM will review the business relationship and take appropriate action, such as terminating the relationship within AAM’s contract rights and applicable law.

AAM expects all suppliers to conduct business done on AAM’s behalf in an ethical manner that is compliant with all applicable laws and industry codes of conduct. AAM’s specific expectations for suppliers, listed below, are based on the requirements in the Code of Business Conduct. These expectations should be considered before a decision is made or any action is taken on AAM’s behalf. Suppliers should seek guidance from their AAM contact before any action is taken that can violate AAM’s Code of Business Conduct, applicable laws or industry codes. Suppliers are expected to ensure that all individuals involved in providing services to AAM also understand and comply with these expectations.

The requirements set forth in this manual define basic requirements that are supplemental to AAM’s Standard Terms & Conditions (found [here](#)) and any other specific requirements communicated by AAM’s regional procurement teams.

It is important to note that the latest version of AAM’s Standard Terms & Conditions supersedes any conflicting requirements defined in this manual. This manual includes both functional requirements (quality, engineering, purchasing, etc.) and AAM regional requirements (North America, Asia, Europe, etc.).

1.5. **AAM-Supplier Relationship**

**AAM Global Procurement Vision**

To be a world-class procurement organization that promotes global standards, collaborates cross-functionally, leverages technology and delivers operational efficiency to maximize value for its stakeholders through preferred supplier relationships.

**Preferred Supplier Relationships**

AAM is committed to establishing strategic, long-term relationships with our supplier partners. AAM desires mutually beneficial supplier partnerships based on trust, transparency, integrity,
accountability, empathy, advocacy, and communication. AAM is embracing and initiating change within the automotive industry with the expectation that our supply base do the same.

AAM business must be earned by our suppliers every day – there are no entitlements. The Supplier Expectations below and Requirements set forth in this manual provide a roadmap to maintaining current business and winning AAM’s new business.

Supplier Expectations

- Financially Strong
- Early Engagement / Collaboration
- Market Competitive Total Landed Cost
- Flawless Quality
- Perfect Delivery
- Best-in-Class Designs
- Industry-Leading Technology
- Business Process Adherence
- Long-Term Commitment

1.6. General Expectations

- Suppliers agree to abide by applicable international, national, state, and local laws and regulations.
- Suppliers agree to provide documentation to demonstrate financial solvency, as required.
- Suppliers agree to submit to reasonable background screen procedures, as applicable.
- Suppliers shall agree to reasonable use of technology solutions in use by AAM.

1.7. Supplier Onboarding and Qualifications

In order to receive a Purchase Order or participate in any bidding process, all suppliers must complete a Prospective Supplier Registration (PSR) in AAM’s Supplier Lifecycle Management (SLM) database, which may be accessed through the iSupplier Portal. Suppliers are expected to provide responses to all required fields in their initial PSR, as well as additional category-specific data as requested by the Buyer or other AAM team members.

All suppliers must register a Site Security Coordinator (SSC) responsible for regularly updating and maintaining information within AAM’s database as well as granting individual access on an as-needed basis to associates within their supplier organization. The SSC will work with AAM on a recurring basis to ensure the accuracy of shared information, and should be a champion of data integrity within their organization. The SSC form may be found here. Only existing suppliers will be granted access to AAM’s systems.

1.8. Communication – Notification of Change

As noted above, open and effective communication is critical to the relationship between AAM and supplier partners. Unauthorized changes or related supply chain issues and non-confirming product present a risk to AAM and its customers. As such, changes or issues must be communicated to AAM proactively and managed effectively. In order to manage these risks
effectively, suppliers must communicate all issues/changes in writing prior to implementation, including but not limited to:

- Changes to Product Design, Process, or Service
- Manufacturing Location Change
- Tooling
  - Capacity Change
  - Transfer
  - Refurbishment / Replacement
- Potential Manufacturing / Quality Issues
- Potential Supply and/or Capacity Issues
- System of Information Technology (IT) that may impact production, scheduling, or shipment of product to AAM.

1.9. Social Responsibility

The Environment

All AAM suppliers must support the same level of commitment to the environment as AAM. We have an obligation to reduce our impact for our children and our children’s children. All suppliers are expected to know and abide by applicable environmental laws and regulations and to manage their environmental impacts and aspects responsibly. Required permits and licenses must be obtained and their requirement adhered to.

Suppliers are expected to reduce impacts by recycling and reusing when possible and to implement policies that require an organized approach to resource management. AAM does not require its suppliers to seek or obtain ISO14001, but strongly encourages them to implement an Environmental Management System to be responsible caretakers of the environment. AAM supports specific international initiatives like REACH and the Global Harmonized System and requires its suppliers and understand and comply with these and other international requirements.

Conduct and Ethics

Bribery and Corruption

AAM is committed to complying with anti-corruption laws that prohibit bribes, kickbacks or other corrupt actions to obtain or retain business or obtain an improper advantage. Many countries in which AAM operates within have specific laws against bribery. The United States Foreign Corrupt Practices Act, UK Bribery Act, Brazilian Clean Companies Act and Indian Prevention of Corruption Act are prominent examples of such laws. All Suppliers are expected to comply with applicable anti-corruption laws while conducting business on behalf of AAM.

Suppliers are prohibited from directly or indirectly receiving or offering any form of bribe, kickback or other corrupt payment, to or from AAM associates, public officials or other private or public actors, with the intention to obtain or retain business or any other improper advantage.
**Gifts and Entertainment**

AAM recognizes that hospitality in the form of small gifts or modest business entertainment is common in the business setting. It is important, however, that these gifts and entertainment events do not affect an employee’s business judgment, or give the appearance that judgment may be affected. When doing business with or conducting business on behalf of AAM, Suppliers must use moderation and discretion in offering or accepting reasonable hospitality.

Suppliers may not give or accept any gift or entertainment if it is intended, or could be perceived as intended, to influence business or governmental decisions or actions.

**Business Records**

Suppliers shall accurately record and disclose information regarding their business activities, structure, financial situation and performance in accordance with applicable laws and regulations as well as industry business standards.

**Conflicts of Interest**

Suppliers are expected to avoid all conflicts of interest that adversely influence business relationships, and are expected to exercise a system of internal controls to manage potential conflicts of interest.

**Fair Business Practices**

AAM is committed to honest and ethical business practices, and expects the same commitment from Suppliers in which business is conducted with and who conduct business on AAM’s behalf.

Suppliers must act in accordance with national and international competition laws, and may not participate in price fixing, market or customer allocation, market sharing or bid rigging.

Suppliers shall respect intellectual property rights and safeguard confidential information. Suppliers must protect all AAM information, electronic data, and intellectual property or AAM technologies with appropriate safeguards. Any transfer of confidential information must be executed in a way that secures and protects the intellectual property rights of AAM. Suppliers may receive our confidential information only as authorized by contractual agreement and must comply with their obligations to not disclose the confidential information, to not use the information except as permitted by contract, and to protect the information from misuse or unauthorized disclosure.

Suppliers are expected to clearly articulate and define their product and service offerings and to honor the terms of AAM awarded contracts.

Transactions may not be split into multiple transactions to circumvent the Delegation of Authority policy at AAM. Authorized DOA levels are to be evaluated by using the actual,
or if actual is not available then the anticipated annual financial commitment of the materials or services or entire term of the contract (if less than one year in term).

**Labor**

Child labor is prohibited. Suppliers shall comply with all applicable child labor laws according to local regulations, and shall only employ workers who meet the applicable minimum legal age requirement.

Suppliers must not participate in human trafficking, nor use forced, involuntary or slave labor. Suppliers must not purchase materials or services from companies using forced, involuntary or slave labor.

AAM selects and places associates based on their qualifications for the work to be performed, considering accommodations as appropriate and needed, without regard to race, color, religion, national origin, age, gender, sexual orientation, marital status, veteran’s status, or disability. AAM prohibits unlawful discrimination in full compliance with applicable laws. It is AAM’s expectation that our suppliers maintain and exercise the same level of commitment with regards to discrimination.

Suppliers must comply with applicable wage and hourly labor laws and regulations governing employee compensation and working hours.

Suppliers must treat all workers with respect and dignity. They must not tolerate any unacceptable treatment of employees, such as physical, psychological, verbal or sexual harassment or discrimination.

**Sustainability**

AAM supports the concept of sustainability by actively pursuing the wise use of natural resources and reduction in the use of toxic chemicals. AAM strives to reduce Green House Gas generation, water consumption and use of landfills for waste disposal. AAM has initiated energy saving programs, waste reduction programs and will initiate water resource reviews in all facilities. AAM has participated in the Carbon Disclosure Project since its inception. We believe that this wise use of natural resources must be adopted by our supplier base. Taking voluntary actions to reduce environmental impacts including GHGs and use of toxic materials is vital.

Suppliers are strongly encouraged to take an active role in AAM’s sustainability mission by completing the free Supply Chain Sustainability Knowledge Assessment and Supply Chain Sustainability E-Learning course offered through AIAG [here](select 'Corporate Responsibility' from the dropdown menu).

**Associate Health and Safety**

AAM believes that the safety of our associates is our number one responsibility. We strive to achieve zero incident is the workplace and in activities outside of work. Safety requires a 24/7 mentality. We encourage all AAM suppliers to develop safety systems to protect associates and to be proactive to reduce and eliminate injuries. We believe that a positive safety culture must include both a system to discover unsafe conditions, and one to go deeper into assessing and
counseling those associate who commit unsafe acts. A system of minimizing unsafe conditions and unsafe acts can be successful in creating a safer workplace.

AAM provides a safe workplace for all our associates and strongly believes that our suppliers may take this position as well. Suppliers should conduct risk assessments to identify and reduce hazardous conditions. They should further adopt procedures to identify and standardize safe working procedures for all jobs and tasks. Suppliers must include a focus on identifying and modifying unsafe behaviors to promote a positive safety culture.

AAM does not require its suppliers to obtain OSHAS 18001 certification, but encourages all suppliers to lead with safety. Visible management support, viable safety committees, a comprehensive audit and observation process and a positive learning environment all help build a strong safety program.

**Diversity Sourcing**

It is the policy, privilege, and practice within AAM to build relationships with diverse suppliers capable of providing quality materials and services at competitive prices. AAM is committed to the use of qualified, competitive diverse suppliers, which provide AAM a competitive advantage in the manufacturing of driveline and drivetrain systems and related components.

Diverse suppliers are therefore required to report diversity status at the time of onboarding with AAM and to maintain current diversity certificates within AAM's iSupplier Portal (Supplier Lifecycle Management Module) in accordance with AAM's Supplier Diversity Certification Requirements which may be found [here](#).

AAM strongly supports and encourages its tiered suppliers to implement supplier diversity policies and sourcing strategies to directly reflect the diverse make-up of our ultimate customer base.

**Conflict Minerals**

It is the policy of AAM to comply with the SEC disclosure and reporting requirements of Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act. As part of our policy, AAM requires direct material suppliers to engage in due diligence of their supply chain to understand and report the tin, tantalum, tungsten, and gold (3TG) content of their parts supplied to AAM.

Direct material suppliers are further required to adhere to AAM’s annual Conflict Minerals Reporting Requirements. This includes but is not limited to AAM Suppliers surveying their own tiered supply base, responding to AAM's annual conflict minerals surveys, and providing a complete and accurate smelter listing and disclosing the location of mines for all 3TG necessary to the functionality or production of components or assemblies supplied to AAM.

**Raising Concerns**

Given that AAM operates on a global basis, AAM relies on its associates, suppliers and customers to raise concerns about potentially improper business practices or conduct by any employee or other party conducting business on behalf of AAM. Please use the following
methods to contact us via our Business Ethics Line about potentially improper business practices or conduct that AAM should be aware of. AAM promises to take appropriate action as situations arise. Reports may be made anonymously where permitted by local law. AAM’s Code of Business Conduct prohibits retaliation against anyone who reports a suspected issue in good faith.

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<td>Dial 001-877-563-6599 or</td>
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2. Quality Requirements

2.1. Supplier Quality Base Requirements

AAM’s Standard Terms & Conditions require Suppliers to agree to participate in AAM’s supplier quality and development program(s) and to comply with all quality requirements and procedures specified by AAM, as revised from time to time, including those applicable to Suppliers as set forth in Quality System Requirements ISO/TS 16949. In addition, AAM shall have the right to enter a Supplier’s facility at reasonable times to inspect the facility, goods, materials and any property of AAM covered by a contract / Purchase Order. AAM’s inspection of the goods whether during manufacture, prior to delivery or within a reasonable time after delivery, shall not constitute acceptance of any work-in-process or finished goods.

All suppliers are expected to supply parts to AAM with zero defects. All parts shall meet all engineering specifications with no functional failures due to parts that are received out of specification or due to applied processes that are out of control with reference to the AAM / Supplier agreed Control Plan.

Funding shall be identified in the initial quote and subsequent quotes to reflect error occurrence detection (poka yoke, error proofing devices, etc.) and defect outflow prevention to customers, including capital and fixtures to perform any functional testing AAM requires. Controls implemented at a later date are the financial responsibility of the supplier.

AAM expects suppliers to comply with the current version of TS-16949. Suppliers that are not certified to TS-16949 shall be certified to ISO-9001 unless they meet the criteria for exemption and it is approved by both AAM and the end customer.

2.2. AAM Procedures and Reference Documents

Suppliers are to adhere to the requirements contained in the following documents:

<table>
<thead>
<tr>
<th>PROCEDURE / REFERENCE DOCUMENT</th>
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<tbody>
<tr>
<td>Advanced Product Quality Planning &amp; Control Plan (APQP) Reference Manual (AIAG)</td>
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<tr>
<td>Potential Failure Mode and Effects Analysis (FMEA) Reference Manual (AIAG)</td>
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<tr>
<td>Fundamental Statistical Process Control (SPC) Reference Manual (AIAG)</td>
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<tr>
<td>Measurement Systems Analysis (MSA) Reference Manual (AIAG)</td>
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<tr>
<td>Production Part Approval Process (PPAP) Manual (AIAG)</td>
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<tr>
<td>AIAG Special Process Assessments (for example, Heat Treat CQI-9)</td>
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<tr>
<td>AAM Supplier Assessment SQ-9F-011</td>
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2.3. Quality Planning

**APQP**

Suppliers shall use an advanced product quality planning process consistent with the AIAG guidelines and containing any additional elements required by AAM in the AAM PPAP Process.

**Operator Training**

Supplier shall have documented training and certification plans to ensure that all operators are trained and credentialed per industry standards, as applicable, for each operation and/or machine type. Training plans shall address new operators and current operators performing new functions. Training status should be displayed in the area of the manufacturing process.

**Error-Proofing**

Supplier shall prepare PFMEA in accordance with AIAG standards. For any failure mode exhibiting a Severity ranking of 7 or higher, automated error-proofing techniques shall be implemented. PFMEA and associated error-proofing plan shall be reviewed with and approved by AAM Supplier Quality. All error-proofing devices shall be checked for function (failure or simulated failure) at the beginning of each shift, or according to AAM-approved Process Control Plan.

**Traceability**

A Traceability scheme shall be developed in accordance with regional and divisional requirements. Traceability scheme may include manufacturing date code and lot control. Items to be traced shall be determined during the APQP process.

**Verification of Customer Interface Points**

Part features identified as Customer Interface Points (CIP) shall be incorporated in the PFMEA, process control plan, layered audits, and error-proofing. Additional items to be checked shall be
defined during the APQP process. These features shall be verified at a frequency of 100% unless approved by AAM Supplier Quality.

**Inspection Fixtures and Gauges**

- Gauges shall locate the part in vehicle position unless AAM Supplier Quality approves a deviation as requested using the Agree / Disagree matrix and the Tech Review.
- All customer-monitored APQP parts shall have gauge designs approved by the Supplier Quality Engineer or the appropriate customer gauge approval group prior to the start of fixture construction (for your regional requirements, contact Supplier Quality Engineering). Gauge designs shall incorporate approved GD&T datum schemes and gauges/fixtures shall be capable to dimensionally evaluate parts.
- Supplier shall have the ability to perform any functional tests as specified on AAM Product Engineering blueprints.
- Supplier shall ensure that fixtures are procured in a timely manner to meet major program benchmarks (i.e. first shots, SP-11 events, functional evaluations, and PPAP.) Supplier shall design, construct, and make available a tabletop holding fixture for CMM (Coordinate Measurement Machine) inspection of first parts off prototype and production tooling. Said inspection may take place at the Supplier, at AAM, or both. Inspection procedure and location to be agreed between Supplier and AAM Supplier Quality prior to Supplier acceptance of prototype PO from AAM.

2.4. Quality Control

**Quality Performance Metrics**

Each Supplier’s Senior Management shall commit to maintain and continuously improve quality. AAM monitors supplier performance data for PPM, PRRs, Controlled Shipping Level I and II, Major Assembly Plant Disruptions, and ISO/TS16949.

- Suppliers shall monitor their quality performance through iSupplier Portal.
- Poor performing suppliers may be required to attend Corporate or Plan Supplier Quality Review (SPR) meetings to review their quality systems and corrective actions.

**Containment**

All non-conforming and suspect material shall be controlled. Method shall be clearly defined. Visual controls should be implemented. All non-conforming material shall be segregated and identified. SP-12 shall be implemented during launch. Upon request of AAM Supplier Quality, additional levels of proactive containment may be required. Should a problem occur, suppliers are required to implement effective and immediate spill containment and comply fully with SP-5 requirements for controlled shipping.

**Quality Systems**

Suppliers shall have effective Quality Systems as defined and measured in the AAM Supplier Assessment form (SQ-9F-011). Documented layered audit plan shall exist with a minimum frequency of once per shift. Non-conformities shall be addressed immediately and corrective
action shall be documented. Audit plan shall include multiple levels of management. Site leadership shall verify compliance to the documented plan.

**Sub-Tier Suppliers**

Suppliers are responsible for adhering to AIAG Special Process Assessment CQI-19, Sub-Supplier Management Process Guideline, and any additional AAM requirements (see section 3) for all components of the assembly (including Directed Buy components) unless otherwise specified by AAM Supplier Quality. AAM may, at their discretion, assign an SQE or designee to work with a Supplier’s SQE or designee for the purposes of learning, inputting, and concurring on quality reporting and/or quality issues related to purchased components.

2.5. Prototype Quality

Prototype parts are to be manufactured under the following conditions:

- Material shall be from the production source and in the same production state as is intended for regular production. Any exceptions shall be noted in the prototype quote and AAM Prototype Purchase Order.
- Production-intent process sequence to be used under production conditions wherever possible. Any exceptions shall be noted in the prototype quote and AAM Prototype Purchase Order.
- Production-intent tooling is strongly preferred. At a minimum, any work-holding setup shall locate and clamp the part in the same manner as is intended for production.
- Picture documentation is required for prototype tooling which is owned by AAM or AAM’s Customer in order to support the evidence submission to AAM’s Customer. Authorization for disposal must be given by AAM Prototype Procurement Representative prior to destruction/disposal.
- Production gauging is not required but is recommended.
- For each heat treat lot (if applicable), the supplier shall provide a material certification, including chemistry, source & heat lot identification, and microstructure inspection. Records are to be maintained for the life of the contract.
- Parts to be 100% inspected for visual flaws.
- Parts shall be marked for traceability to batch and date.
- Parts are to be suitably cleaned and free of contamination.
- If production packaging is not yet available, disposable packaging (with layer separation) may be used. Components shall be packaged so as not to incur damage from adjacent parts (dings, dents, scratches, etc.) while in transit. Packaging must have rust inhibiting qualities to ensure the parts stay free from rust for 6 months in a controlled inventory environment.
- Submission of prototype parts (inspection data and part identification) shall be per the SP-11 procedure. The SP-11 requirements will be as noted on the AAM Purchase Order.

**PLEASE BE AWARE:** AAM considers changing the source of raw material and/or the source of heat treatment (including normalizing) a major process change. This is expressly prohibited without prior approval from AAM. This requires complete validation of the new source.
2.6. Production Support

*On-site Support During Pre-Production and Launch*

Upon request of AAM SQE or AAM Plant, Supplier will provide on-site support during all pre-production build phases and production launch activities.

*Supplier Contacts for All Shifts*

Supplier shall designate a specific supplier representative that will support each of the AAM Plant’s shifts. At a minimum the supplier designate should have the responsibility and authority to:

- Implement immediate countermeasures to contain discrepant parts and to confirm that defective parts are not shipped to AAM Plant.
- Approve AAM Plant’s/SQA’s requests for rework and sorting of parts.
- Coordinate and provide resources to conduct rework and sorting of parts.
- Provide sub-assemblies / components for required repair, related to quality issues.
- Provide clear information regarding any defective parts that are en-route to AAM Plant (how to identify defect, disposition guidelines).
- Coordinate special delivery of certified OK parts.

*Quality Data*

Supplier shall provide quality-related data (e.g. historic inspection, first time quality, and reject data) to AAM upon request. This data may be required to determine trends and to root cause quality problems at AAM manufacturing or assembly operations.

*Problem Resolution*

Supplier shall resolve problems in timely fashion using appropriate techniques such as 8-D, 5-Why, Shainin®, etc. Responses to all issues raised in the online system shall be responded within that system.

2.7. Systems and Procedures Access

- Suppliers are required to maintain access to the AAM iSupplier Portal ([https://r12supplier.aam.com/](https://r12supplier.aam.com/)) to effectively communicate with AAM. AAM Supplier Quality procedures and systems can be accessed through the AAM iSupplier Portal.
- Initial access (or access if your Supplier Security Coordinator leaves) is attained through the AAM Procurement Department; the Request form is found [here](#). Note that only current suppliers will be granted access to iSupplier Portal.
- Suppliers shall use the AAM iSupplier Portal to communicate/collaborate with AAM SQ on PPAP (including APQP) and PRR.
- Supplier organization changes should be managed by the Supplier Security Coordinator (SSC) to maintain the correct levels of access to the portal.
- Automotive Industry Action Group (AIAG) documents can be obtained by contacting AIAG at [www.aiag.org](http://www.aiag.org). To obtain these documents in Europe, contact Carwin Ltd. at 44-1708-861333. In Brazil, contact IQA at 5511-5533-4545 or [www.iqa.org.br](http://www.iqa.org.br).
2.8. Additional Requirements

**Six Sigma Statistical Control**

For product characteristics identified on AAM product drawings as AC, CC, or SC, the following Inspection Cadence and Process Capability requirements apply:

<table>
<thead>
<tr>
<th>AAM Symbol</th>
<th>AC</th>
<th>CC</th>
<th>SC</th>
</tr>
</thead>
<tbody>
<tr>
<td>Symbol Name</td>
<td>Attribute Characteristic</td>
<td>Controlled Characteristic</td>
<td>Significant Characteristic</td>
</tr>
<tr>
<td>Inspection Cadence</td>
<td>100%</td>
<td>Stated Regular Interval</td>
<td>Stated Regular Interval</td>
</tr>
<tr>
<td>Initial Process Capability Target</td>
<td>None</td>
<td>Cpk &gt;= 1.33</td>
<td>Cpk &gt;= 1.67</td>
</tr>
<tr>
<td>Ongoing Process Capability Target</td>
<td>None</td>
<td>Ppk &gt;= 1.33</td>
<td>Ppk &gt;= 1.33</td>
</tr>
</tbody>
</table>

If during Product / Process development, Supplier believes there will be difficulty meeting the above capability, the Supplier shall immediately notify their Supplier Quality Engineer and develop a plan to assure compliance and/or obtain formal written approval to deviate from the capability requirements.

**Process Failure Mode and Effects Analysis (PFMEA)**

Top 5 RPNs shall be tracked as continuous improvement activities.

**Cleanliness**

Part and process cleanliness shall be considered during the development of the PFMEA. Appropriate actions shall be taken during the APQP process as driven by the PFMEA RPN’s.

**On-Site Supplier Audit**

As part of the monitoring and continuous improvement, Supplier shall provide access to AAM Supplier Quality personnel to allow for various inspections and audits, including but not limited to on-site process audits, heat treat audits, Supplier Assessment, Annual Audit (includes layout), and corrective action confirmations.

**Changes to Process or Supply Chain**

Supplier shall notify AAM of, and AAM shall approve, any planned changes to supplier or sub-supplier process or packaging. This includes any changes to nominal control parameters other than adjustments made to re-center a process, and includes any plans to source purchased materials from two or more suppliers (dual or multiple sourcing strategy).

**Capacity**

Supplier shall prove that sufficient capacity is in place by performing Tooled Capacity Review and run-at-rate analysis per AAM SP-9.
3. Engineering

3.1. Pilot Builds Support

Suppliers should be prepared to provide additional parts prior to the pilots to support AAM plants and development activities in preparation for the builds. These build events, including timing and quantities of parts can be found in AAM’s Requests for Quotation. Where specific part quantities are not defined, these will be communicated by the appropriate AAM organization. An Interim Authorization Approval is required for all parts that do not meet the minimum Pilot Build requirements.

3.2. Engineering Support

Suppliers must provide engineering support throughout the program, including pilot build and launch. This support includes, without limitation, design studies necessary to meet all packaging, performance, reliability and assembly requirements for the component(s). The quote must include names, titles and phone numbers of each such engineer, and a plan/proposal for implementing the required support.

3.3. Gauges and Fixtures

A checking gauge and/or Coordinate Measuring Machine (CMM) holding fixture is required for all parts and assemblies which are assigned an AAM part number. Unless otherwise specified by the AAM, the supplier is responsible for ensuring gauges and fixtures are auditable, complete, certified, repeatable and reproducible.

3.4. Failure Mode and Effect Analysis & Design Verification Plan & Report

Supplier must develop (with AAM assistance) and make available for review to AAM a detailed Design Failure Mode and Effect Analysis (DFMEA), Process Failure Mode and Effect Analysis (PFMEA), and a Design Verification Plan & Report (DVP&R) (to use without restriction). DFMEA, PFMEA, and DVP&R will be reviewed during the Technical Review or other means with AAM Engineering.

Supplier must identify in the DVP&R the responsible party for running all tests (supplier, AAM, third party, etc.). Additionally, the supplier must identify the financially responsible party for each test parameter which will be subject to AAM written approval.

The DFMEA and DVP&R are living documents that must be developed and completed by the Supplier with AAM Engineering assistance as required. It is the Supplier’s responsibility to identify and document all potential failure modes and develop appropriate testing where applicable.
4. Product / Process Development & Part Approval

4.1. Defining the Scope

AAM Product Engineering is responsible for the design, development, test, and validation of all AAM products. AAM Suppliers are required to adhere to applicable AAM Engineering procedures and policies to ensure a quality product that meets or exceeds our customer’s requirements.

AAM requires all suppliers to be in full compliance of requirements stated in the AIAG Advanced Quality Planning and Control Plan manual.

Suppliers will ensure that sufficient resources are available and dedicated to ensure successful completion of all requirements to meet defined program timing. Suppliers will also ensure that any and all sub-tier suppliers for which they are responsible have sufficient resources assigned and follow all AIAG Advanced Quality Planning and Control Plan requirements.

Suppliers will develop timing plans in a format as defined by AAM Program Management and will maintain and review timelines on a regular basis.

4.2. Planning and Definition of Requirements

Suppliers will conduct all necessary and required activities to ensure completion of all OEM and AAM expectations defined in all relevant documents such as Purchase Orders, Subsystem Technical Requirements and Statements of Work.

Suppliers will work with AAM Engineering as well as other AAM departments to ensure understanding of key program deliverables, including:

- All Customer (both OEM and AAM) expectations, functional and performance requirements.
- All statutory, regulatory and legal requirements (i.e. FMVSS).

Suppliers shall identify and review product design input requirements. These may include but are not limited to special characteristics, identification, traceability, and packaging as well as product quality, life, reliability, durability, maintainability, serviceability, timing and cost. Suppliers shall maintain records as evidence to support requirements.

Early in the design and development process, suppliers will:

- Review past warranty for similar products. The warranty analysis shall include all sub-tier suppliers.
- Review Lessons Learned for similar products.
- Perform benchmarking of competitors’ designs where applicable.
- Review any recall campaign or government recall data if applicable.

For suppliers that are design-responsible, from the OEM and AAM requirements, a Design Validation Plan and Report (DVPR) shall be created to perform analytical (CAE) and physical test verification of the design. This DVPR shall be reviewed and approved by AAM Engineering.
The supplier and AAM Engineering will establish performance requirements that align with each phase of AAM’s Program Management System.

4.3. Product Design and Development

Suppliers that are design responsible must adhere to AAM CAD specifications and data transfer requirements as well as the data creation standards of the OEM. These standards are available for review at the AAM iSupplier Portal.

All suppliers with design responsibility must complete a Design Failure Modes Effects Analysis (DFMEA) in compliance with the latest AIAG standards. The DFMEA must be available for review and approval by AAM.

During the design and development process, appropriate analytical and physical testing shall be conducted in accordance with the established DVPR. Results shall be reviewed with AAM Engineering on a regular basis. Test samples shall simulate the product manufacturing process as close as possible.

4.4. Product and Process Validation

Final product validation samples must come from the approved manufacturing process unless specifically authorized in writing.

All suppliers to AAM must receive AAM approval for initial product submission and use in production.

Special (critical) Product Characteristics will be identified and communicated by AAM. As part of the supplier product and process validation, suppliers will establish, validate and maintain acceptable capability on all critical dimensions.

Suppliers will work closely with AAM to ensure that all processes are in control. Process controls must control failure modes identified in the Process Failure Mode Effects Analysis (PFMEA).

5. Regular Production

5.1. Engineering Changes and Deviations

To ensure product integrity, any and all changes to product or process must receive AAM Engineering approval in writing before implementation.

After an approved deviation is granted in writing, initial shipment of all modified product must be clearly identified as directed.

Supplier must ensure that all supporting documentation is updated; a PPAP submission may be required.
6. Global Supply Chain Requirements

Unless otherwise agreed in writing, all requirements included in this section are required for all production material, for all AAM facilities.

AAM Supply Chain Vision: To be the leader in disciplined lean Supply Chain techniques and execution, by a highly skilled global workforce, delivering value and providing a competitive advantage.

AAM Supply Chain Mission: To exceed expectations globally through agility, adaptability and alignment driven by a disciplined and well executed supply chain strategy.

AAM production suppliers are an extension of our supply chain which requires flexibility and capability in meeting our needs.

6.1. Supply Chain Management Expectations

**General Information / Key Requirements**

- Communicate electronically (EDI and/or AAM iSupplier Portal is acceptable).
- 100% accurate and on-time delivery.
- Transmit an Advanced Shipping Notification (ASN) immediately upon shipment conveyance.
- Analyze and understand DELFOR and DELJIT schedules and react to schedule variations.
- Communicate proactively.
- Follow FIFO methodology and ensure 100% traceability in the full supply chain.
- Ship according to packaging and transportation routing instructions.
- Respond timely to PRRs with corrective actions with focus on root-cause elimination.
- Implement robust, repeatable processes using MMOG as reference.
- Identify and measure KPIs, with emphasis on root-cause and corrective action.
- Reconcile the CUMs upon each EDI submission.
- Defined process for the identification and management of potential risks to ensure uninterrupted material supply.
- Collaboration and cooperation to secure a stable supply chain.

**MMOG**

All direct material suppliers should complete an annual Material Management Operations Guideline / Logistics Evaluation (MMOG/LE) self-assessment.

The global MMOG/LE is a self-assessment and continuous improvement tool that provides the means to enhance materials management efficiency and accuracy while reducing costs from errors and waste. MMOG/LE is a global standard of industry best practice for supply chain management processes. Its purpose is to establish a common definition of supply chain management best practice and is a common evaluation.

The expectation of AAM is that direct material suppliers actively use this tool to:
- drive continuous improvement by identifying and eliminating waste in the supply chain,
- identify risks and mitigate with active contingency plans,
• document the gap analysis and prepare action plans to address deficiencies in the supply chain, and
• increase supplier delivery performance.

Minimum Score
Tier 1 Suppliers: V4 – Full Version
Tier 2 Suppliers: V4 – Basic Version (minimum)

Shipment Identification Number (SID)

Every shipment shall have a unique SID number that shall be referenced on all shipping documents (packing slip, bill of lading), the ASN and the supplier invoice.

Delivery Performance

Suppliers are required to ship On-Time, In Full (OTIF) and performance will be measured against the date / window time. Suppliers are expected to maintain a 100% OTIF rating.

Suppliers should review their performance reports on the iSupplier Portal.

Supplier shall identify and communicate proactively any delivery deviation to the DELJIT (Kanban) to the affected AAM location(s), prior to shipment. Timing of the communication shall allow for corrective action and continuous improvement. Examples of areas for communication are (but not limited to):

• product will not be available at the shipping date/time of planned pick-up
• shortages
• carrier or freight forwarder issue(s)
• returnable container shortage
• need to ship in alternate containers (i.e., invoke secondary container)

Supplier shall communicate to the Material Planner and the Plant Materials Manager any event that affects its ability to comply with AAM’s shipping schedules/Kanbans (DELJITs). Examples include, but are not limited to: machine breakdowns, quality holds, capacity problems, force majeure (fire, flood, winter storm, etc.), and any other extenuating circumstances.

Suppliers with union contract shall advise in writing within 60 days of the contract expiration date to ensure an agreed upon bank protection plan is in place. Supplier shall also communicate immediately upon ratification of a new contract, which will trigger the agreement to deplete the protection bank.

AAM will monitor delivery performance and will generate Problem Reporting & Resolution documents (PRR’s) for recurring issues within the supply chain requirements addressed in this section of the manual: Incorrect Shipping Paperwork, Packaging, Labeling, ASN violations (early/late, missing/incorrect), Early/Late/Missing shipments, etc.

PRR Response Expectations:
• It is the responsibility of the supplier to make sure that all Delivery PRRs are responded in timely fashion and reported against, until closed.
• Upon receipt of PRR, the supplier is required to complete a corrective action with initial response within 24 hours. That corrective action should include all potential causes of the problem, how the problem was communicated and immediate containment actions.

• Submit the completed corrective action within 15 days of the PRR.

• If the supplier does not agree that the PRR is substantiated or the PRR is inaccurate, the supplier may dispute the issue through the issuing AAM facility for resolution.

If a supplier does not meet the 100% OTIF target, the supplier may be requested to provide action plans to address the issue(s). In case of supply backlog due to capacity, quality issues, production issues, etc.; special actions shall be taken to eliminate the issue(s) and protect planned delivery quantities and dates/times. Any disturbances against the plant shall be communicated in advance to the AAM plant Materials team. If the supplier is in default of the quantities, extraordinary transit must be secured to protect supply.

Upon shipment, ASN must be generated and sent at time of shipment. This assures AAM a means of delivery tracking and provides supplier the means of accurate, timely payment processing. Suppliers are expected to have trained associates available to send ASNs on all shifts of operation.

**Protection of Supply**

Suppliers shall communicate delivery, capacity and quality issues as soon as a risk is known; AAM might be able to help minimize the impact as AAM prioritizes between multiple sites.

AAM requires suppliers to establish a standard method of assessing and mitigating risk in administrative functions and manufacturing facilities to ensure that validated contingency plans exist. Such method should include:

• Assessing risk caused by bottleneck operations, external influences or natural disaster.

• Development and implementation of plans to mitigate or avoid foreseeable risks.

• Robust, validated and practiced contingency plans in the event that risk cannot be mitigated to acceptable levels.

In case of emergency, the supplier has the responsibility of submitting the detailed action plan in order to inform AAM of the countermeasures to protect supply. The action plan will be reviewed and agreed upon by AAM plant management team, supported by regional and corporate AAM support. Agreed-upon meetings will take place at a specific cadence depending on the urgency of the situation.

**Contact Information**

The contact data (email, names/positions, mobile, 24-hour emergency contacts, etc.) must be on record at the AAM plants(s) that a Supplier supports. It must be clear within the supplier’s organization what individual has the authority to make decisions and authorize special actions (expedites, overtime, additional shifts, etc.) in emergency situations.

**Supplier Cumulative (CUM) Reconciliation**
The generation, verification, tracking and reconciliation of CUM maintenance is the standard requirement in the automotive industry, including AAM. AAM requires suppliers to reconcile CUMs upon receipt of each EDI transmission.

AAM responsibility:
- Provide the supplier with the CUM start date or CUM reset date.
- Provide latest CUM quantity received along with last ASN/SID #, quantity and date received at AAM.

Supplier’s responsibility:
- Track and maintain CUMs for all direct shipments.
- Resolve any CUM discrepancies with the appropriate AAM material scheduler immediately.
- Participate in CUM reconciliation as required by AAM plant materials team.

6.2. Electronic Data Communication (EDI)

AAM requires EDI to be utilized by all suppliers throughout the supply chain. It is a mandatory requirement from most of automotive OE customers to ensure EDI is used in all tiers. As an alternative, AAM’s web-based iSupplier portal is an option for communication of requirements, standard purchase orders/pulls, forecasts and ASN submittal.

Required Transactions

- Forecast (DELFOR)
- Ship Requirement (DELJIT)
  - All dates contained within the EDI Kanbans are SHIP dates. This is the date that the carrier will pick up the product at the agreed-upon location.
- ASN (DESADV)
  - ASNs are required to be sent immediately upon shipment conveyance.
  - An ASN is required for EVERY part number on EVERY shipment
  - Failure to submit a valid ASN will result in shipments being considered past-due.
  - Accuracy is imperative in order to maintain the inventory integrity.
  - Payments are scheduled based on ASN ship date and agreed-upon Incoterms.
  - ASN numbers must be the same as the Shipment Identification Number.
- Receiving Advice (RECADV)
  - RECADV is not transmitted. The ASN is considered accepted unless the supplier receives an APERAK electronically with the error messages.
- Application Advise (APERAK)
  - Notification of a failed ASN, including error messages will be sent electronically. It is expected that the supplier cancel, correct and resubmit the corrected ASN before the shipment arrives at AAM.
Trading Partner Identification

The first step in every EDI transaction is the proper identification of trading partners. The DUNS number is a unique nine-digit identification sequence serving as a consistent trading partner identifier across all internal business applications and helps eliminate errors in electronic transactions.

AAM has many subsidiaries and facilities around the world. DUNS numbers are specific to a physical address; therefore, each AAM facility is designated with one unique DUNS number.

AAM requires that all suppliers use the correct DUNS number when transmitting ASNs to our facilities. Each time the supplier ships and sends an ASN to a specific AAM facility, the correct DUNS number for the AAM destination ‘ship to’ site must be used.

EDI Certification

Supplies that are required to be certified are as follows:

- All new suppliers not using iSupplier Portal
- Current suppliers that are converting from iSupplier Portal to EDI capability

Suppliers that are changing VAN or EDI software must be recertified – Please request, complete, and submit a Supplier Entry Form (AAM-7F-200) through your AAM Buyer.

AAM IT will make contact with the EDI contact identified in the Supplier Entry form with further instructions.

Questions related to AAM EDI transactions should be checked against our AAM Global EDI FAQ document, which can be found on the iSupplier Portal under Requirements & Specifications.

iSupplier Portal

All suppliers are required to gain access and monitor the AAM iSupplier portal.

All Access Request Forms and onboarding documents can be found on the iSupplier Portal. All suppliers are required to be registered in AAM's Supplier Lifecycle Management (SLM) database, which can be accessed through the iSupplier Portal. More information on supplier onboarding can be found in the Supplier Onboarding and Qualifications Section of this manual.

6.3. Labeling and Lot Traceability

- Suppliers must ship against the pull signals using AAM's Global Transport Partner Label (GTBL) Specification, as described below.
- Two B16 barcode labels must be positioned properly with scans readable.
- Master Labels (multiple containers on a unit load) and Mixed Labels (multiple part numbers on a unit load) are required and should be placed OUTSIDE shrink wrap.
- Ensure all ‘old’ labels are removed prior to shipment.
• AAM requires and uses the supplier labels in multiple scanning applications. AAM will generate Problem Reporting & Resolution documents (PRR’s) for recurring issues within barcode labeling compliance (Missing labels, incorrect data on labels, un-readable labels, etc.

**Labeling Specifications**

The purpose of the AAM GLOBAL TRANSPORT PARTNER LABEL (GTPL) LABELING & REQUIREMENTS, found on the iSupplier Portal under the Materials portion of Requirements & Specifications section, is to specify and provide written requirements for the printing and application of AAM’s packaging label formats and bar code symbology to our suppliers. The specifications provide AAM suppliers the necessary information to become compliant with AAM’s latest label formats and placement requirements. Suppliers, both internal and external, SHALL use the AAM label formats required when shipping to all AAM facilities as specified in Appendix III of the aforementioned label specifications document.

The AAM label specifications are an extraction of the AIAG (Automotive Industry Action Group) and ANSI (American National Standards Institute).

Suppliers shall label Container, Master, and Mixed Loads with labels that meet AAM standards, quality, and tolerances as noted in the specifications.

The lot number is defined by the Supplier and must be traceable to the date and shift of manufacture (through manufacturing process to the raw material source) - this is a requirement for all suppliers. Heat numbers will be required on labels under heat lot control mandates by AAM. For qualifying information on heat and lot control, see section D3 of the AAM GLOBAL TRANSPORT PARTNER LABEL (GTPL) LABELING & REQUIREMENTS.

Questions related to AAM barcode labeling should be checked against our AAM Global EDI FAQ document found on the iSupplier Portal under the Materials portion of Requirements & Specifications section.

**Label Certification**

Certification is required for all new suppliers to AAM or suppliers converting from the AAM portal-generated labels to internally-produced labels. Sample labels should be submitted to AAM Plant IT and/or AAM Plant Materials.

6.4. **Packaging Specifications and Requirements**

Suppliers for production parts are required to adhere to the Packaging Guidelines that are stated in the AAM Packaging and Material Handling Manual on the iSupplier Portal under the Materials portion of Requirements & Specifications section. Suppliers will work with the AAM receiving plant as well as the AAM Material Handling and Packaging Group to develop safe, secure, and efficient packaging to be presented to all manufacturing processes.

**Samples**

Suppliers should expect to provide part samples to AAM for primary packaging design and development. All packaging approval must be obtained from AAM Material Handling and
Packaging prior to product launch as part of the Production Part Approval Process (PPAP). Review of the packaging must take place with the appropriate shipping and receiving facility to ensure that packaging is compliant with all current guidelines and practices. All packaging must be included in AAM’s Plan-For-Every-Part (PFEP) through submission of a Packaging Approval Data Form (PADF).

**Packaging Approval and Data Form**

A completed Packaging Approval and Data Form (PADF) is required for all packaging designs, and must be submitted to AAM for approval. This form will be used for all new packaging designs as well as all proposed changes to existing packaging. No packaging will be developed without approval of this form.

**Secondary / Back-Up Packaging Requirement**

Returnable packaging is preferred, with few exceptions. All production shipments are to be made in the approved primary packaging unit loads detailed on the packaging specification, except when a deviation has been provided in advance, *is approved and is in writing by the AAM production facility.*

Supplier will be responsible for developing back-up expendable packaging for all production parts provided to AAM. All expendable wood packaging will be 100% recyclable, and must comply with the International Plant Protection Convention Standard ISPM #15. Supplier’s failure to conform to this requirement will result in the issuance of a PRR.

**AAM Owned Packaging Use and Labeling**

Suppliers should use AAM-owned packaging for finished goods only, and are not permitted to use AAM-owned packaging for their Work-In-Process inventory. While AAM-owned packaging is in a Supplier’s facility, the Supplier will keep the packaging in a debris-free state. Supplier will notify the appropriate AAM contact if any packaging has become damaged or creates an issue.

All materials and packaging must be identified with legible writing, machine barcodes able to be scanned, and machine graphics. All labeling must be compliant with AIAG Standards.

**Inventory Control of Packaging**

Suppliers are required to maintain inventory tracking on all AAM packaging; tracking is required of receipts and shipments of containers and dunnage. AAM will also be periodically conducting cycle counts which will require suppliers to count when requested and provide last container shipped/received information.

**AAM returnable empty dunnage shipments crossing international borders**

Requirements are listed in the [Customs and Global Trade](#) Compliance section of this manual.
6.5. Inventory Control

**Material Authorizations and Obsolescence (Build Out / Engineering Change)**

Fabrication (FAB) and Raw Material (MAT) Authorizations are found in the CUM year-to-date within the forecasts (DELFOR):

- Fabrication Authorization: 2 Weeks
- Material Authorization: 4 Weeks

In an effort to provide visibility and improve continuity in the supply chain, AAM provides a 40-week forecast to most suppliers (contingent on receiving this information from our customers). This additional information should be used for PLANNING PURPOSES ONLY and will not increase contractual FAB and MAT authorizations.

AAM may return over-shipments to supplier at supplier’s expense for all packing, handling, sorting, and transportation.

Supplier will maintain, at its expense and risk, at least one additional full shipment of safety stock of materials, components and finished goods at current engineering change level at all times to ensure timely delivery of AAM EDI/Kanban quantities.

AAM shall not be liable for any inventory in excess of the quantities specified in the firm period of the EDI/Kanban. Obsolete material claims can be avoided by minimizing lead times and strict adherence to EDI ship requirements at the time of End of Production (EOP).

Obsolescence Claim Flow:

1. Supplier submits claim to AAM. Finished AAM part number must be listed for each line item claimed. Completed claim template must be submitted (no partial forms). All part numbers must be consolidated and submitted utilizing one claim form.
2. Claims are analyzed and entered into the system by date received.
3. If there are no discrepancies, a claim number will be given to the supplier. If discrepancies exist, the supplier will be notified of reason for rejection or discrepancy. Supplier will have 30 days to resubmit, if necessary, with corrections.
4. This initiates AAM’s internal investigation, review, and audit processes. If an audit is required, AAM Corporate or Plant Materials Manager will contact the supplier to schedule an audit.
5. The supplier must retain the assigned claim number for their records. All future communication with AAM concerning a submitted claim must reference the claim number.
6. The auditor will verify the obsolescence claim, compute the obsolescence value, and obtain the supplier’s signature on the audit report.
7. The auditor will submit the report to both Corporate and Plant Materials Managers for Approval. Supplier will be notified.

Detailed Claim Instructions and Claim Form can be found on the iSupplier Portal, under the Materials portion of the Requirements & Specifications section.
Outside Service Provider (OSP)

OSP shall maintain a file containing all original packing slips and Inbound Discrepancy/Audit documents with an attached confirmation of transmission to an AAM Associate.

OSP shall participate in any reconciliation as required by AAM Plant Materials team.

OSP shall follow the standard receiving and storage procedures provided by AAM Plant Materials team.

6.6. Capacity Management

Each supplier is responsible for managing its own supply chain and shall identify any constraints that prevent an uninterrupted flow of components up to contracted capacities. Detail of any capacity issues that prevents the supplier from shipping to the contracted capacity shall be made available to the customer upon request so that they can be investigated with intent to eliminate or manage the constraint(s).

6.7. Shipping Requirements and Transportation/Logistics

Responsibility for transportation arrangement and costs can be found on AAM’s Purchase Order under Delivery Terms; listed will be an Incoterm with location. It is critical that Supplier follow all delivery requirements and the Incoterms to avoid delays in the supply chain.

Routing

If AAM is responsible for arranging transportation, Supplier will be contacted with the routing details of the arrangement. Whenever possible, regular routes will be established for production components. Infrequent shipments may require that notification of order readiness be sent to AAM for initiation of shipment.

Routing noncompliance will result in transportation charges back to the shipper and a penalty fee as well.

Shipping Requirements

All shipments must be accompanied by the appropriate documentation for each specific transportation mode routing as listed below, including, but not limited to: Bill of Lading, Commercial Invoice, Packing List, MSDS, Customs Documents, etc.

- Ground Transportation
- Air/Ocean
- Parcel
- Expedite

Logistics Requirements

When transportation is provided by AAM, the supplier must ensure that products and the ability (appropriate means of loading) are available at the required window times. AAM will determine
carrier selection and routing instructions in order to effectively manage inbound freight and returnable containers.

Any failure to meet the agreed-upon shipping windows may result in carrier detention charges with potential of expedite in the event the carrier does not complete the pick-up or delivery. In either case, a Premium Transportation Authorization (PTA) will be generated for chargeback and the supplier will be notified at the time of the incident to allow them to mediate the situation.

When transportation is the responsibility of the supplier:
- Supplier shall measure performance and ensure products arrive within scheduled window.
- Supplier shall have a process to measure and review logistics performance of its carriers.

**Premium Transportation Authorization**

Supplier will be held liable for additional freight costs incurred because of supplier’s lack of quality and/or delivery performance. This requirement is stated in AAM’s Terms and Conditions, attached to every purchase order. PTAs will be charged for any costs over the planned routing cost; i.e., detention, team vs. single if product is not available at the window time, expedites when required.

AAM reserves the right to take over the management of the premium event if the supplier fails to communicate and provide adequate delivery performance. In these instances AAM may charge supplier for management time and associated costs of premium involved.

**Tier 2 or OSP Shipment Destination Shipments**

Suppliers will receive a routing letter and instruction to support any shipments that should be directed to Tier 2 or Outside Service Provider (OSP) destination.

**Notification of Changes**

The supplier must give written notice to AAM of every change (from PPAP conditions) that affects supply chain / logistics, accompanied by a detailed timing plan.

Changing the shipping location could affect transportation costs and packaging availability. If the supplier is making the request to change locations, all extra costs will be the responsibility of the supplier.

Other changes that may impact AAM and must be notified well in advance in order for Supplier to present AAM risk mitigation plans include:
- Change or upgrade in I.T. system
- Organizational changes (within Management and/or Supply Chain contacts)
6.8. Customs and Global Trade Compliance

AAM expects its suppliers to understand all relevant Customs laws and regulations related to the export and import of material sold to AAM. Depending on the Incoterms, suppliers will perform export clearance, import customs clearance and provide all necessary documentation and information to properly file and clear all material for export and import purposes.

**AAM Preferred Incoterms and Supplier Obligations**

AAM's policy is to procure materials under certain preferred Incoterms of sale. Suppliers are expected to meet requirements set forth below:

**Preferred Collect Incoterm: FCA (named place):**

*AAM responsibilities* include pick up at the Supplier’s dock (named location), domestic and international transportation, and Customs clearance in the import country.

*Supplier responsibilities* include placing the goods on the dock (named location), packed for transport, providing a commercial invoice, packing list, transportation documents, and other special documentation as applicable. The supplier is required to complete export customs clearance as required. The supplier is also responsible for obtaining any export licenses or meeting any special requirements for exportation.

**Preferred Prepaid Incoterm: DAP (named place):**

*AAM responsibilities* include receipt of material at the named delivery location and Customs clearance in the import country.

*Supplier responsibilities* include delivering the goods to the named location, ready for unloading, providing a commercial invoice, packing list, transportation documents, and other special documentation as applicable. The supplier is required to complete export customs clearance as required. The supplier is also responsible for obtaining any export licenses or meeting any special requirements for exportation.

**AAM Approval Required: EXW (named place):**

*AAM responsibilities* include pick up at the Supplier’s dock (named location), completion of export customs clearance as required, domestic and international transportation, and Customs clearance in the import country.

*Supplier responsibilities* include placing the goods on the dock (named location), packed for transport, providing a commercial invoice, packing list, transportation documents, and other special documentation as applicable. The supplier is required to provide information required by AAM to complete export customs clearance such as product classification (HS Tariff numbers), license requirements, special controls, or other details required by Customs.

**AAM Approval Required: DDP (named place):**
**AAM responsibilities** include unloading the material at the named delivery location after Customs clearance in the import country.

**Supplier responsibilities** include delivering the goods to the named location, cleared for export and import in the country of destination. The supplier bears all risks and costs including duties, taxes and handling of customs formalities.

**AAM Approval Required:** FOB (named place) - for Ocean shipments only:

**AAM responsibilities** include transportation once the material is loaded on board the vessel nominated by AAM at the named port and Customs clearance in the import country.

**Supplier responsibilities** include delivering the goods on board the vessel nominated by AAM at the named port, packed for transport, providing a commercial invoice, packing list, transportation documents, and other special documentation as applicable. The supplier is responsible for completing export customs clearance as required. The supplier is also responsible for obtaining any export licenses or meeting any special requirements for exportation.

**Global Trade Compliance – Routed Transaction Supplier Document**

All suppliers with international transactions sold under **EXW Incoterms** are required to complete and submit a Global Trade Compliance Routed Transaction Sheet prior to the first shipment of material to AAM. The sheet must be updated if new parts are added or if any data on the sheet changes for existing material. The sheet will provide AAM with required information for purposes of filing export clearance and determining any special requirements or restrictions for the material. The sheet can be found on the iSupplier Portal under the Global Trade Compliance portion of the Bulletins and Specifications section.

**Documentation Requirements**

AAM suppliers must provide the required documentation for all international transactions. Required documentation varies depending on the country of export and import, type of material, and special programs involved. When preparing commercial documents for material being sold and exported to AAM, the suppliers must provide the below list of documents. AAM will provide country-specific instructions for countries that require additional data or documents. Documentation must always agree with the Purchase Order received. Invoices must be typed - not handwritten.

**Commercial Invoice**

Global Commercial invoice requirements include the following elements:

- Invoice / ASN number
- Invoice Date / date of shipment
- Name, address, and TAX ID number of Supplier
- Name, address and TAX ID number of the Shipped From location if different from the Supplier
- Name, address and TAX ID number of the Consignee
• Name, address and TAX ID number of the AAM ship-to location if different from the Consignee
• Name, address and TAX ID number of the AAM Buying entity if different from the Consignee
• Name and contact information for the Notify / Customs Broker if applicable
• AAM part number and detailed description including the commercial name by which it is known, its grade or quality (NOTE: ‘Automotive Parts’ is not an acceptable description)
• Customs Tariff number
• Piece quantity shipped and the unit of measure (10 pieces / 3 barrels etc.)
• Net weight per part
• Total Net weight and Total Gross weight of shipment
• AAM PO#
• Country of origin / manufacture by part
• Unit price by part per the AAM PO
• Extended value of units times quantity- total value by part
• Type of Currency
• Total Invoice amount
• International Freight amount
• Shipping / Incoterm of sale and the named place
• Payment conditions / terms
• Export license number, if applicable
• Invoice page numbers (i.e. 1 of 3, 2 of 3, 3 of 3, etc.)

For the appropriate form, please see Appendix H (Global Invoice templates and Country specific requirements for US -E, MX-F, BR-G) located on the iSupplier Portal under the Global Trade Compliance portion of the Bulletins and Specifications section.

Packing List

• All information shown on the commercial invoice except for the value
• Gross and net weight of products
• Total manifested quantity shipped
• Dimensions of manifested pieces shipped
• Total net and gross weight of the shipment
• Packing list page numbers (i.e. 1 of 3, 2 of 3, 3 of 3, etc.)

Transportation Document (BL, AWB, etc.)

• Reference the commercial invoice number / ASN number

Special Program documents, if applicable, for support of preferential tariff treatment (Certificates of origin, NAFTA certificates, GSP support, US manufacturers’ affidavits, ALADI certificates, etc.)

Other government agency documents (if applicable)
**AAM Customs Broker Matrix**

The AAM Customs Broker Matrix (Appendix B) is located on the iSupplier Portal under the Global Trade Compliance portion of the Bulletins and Specifications section for this form / matrix.

- Please see the broker matrix for contacts and information on where and when to send documentation for each AAM location.
- If shipping to a location not listed in the matrix, Supplier must contact their AAM Materials contact or the Global Trade Compliance Team at aamcustoms@aam.com.

**Global AAM Free Trade Agreement and Special Program Matrix**

AAM’s policy is to claim preferential treatment for imported materials under any free trade agreement (FTA) or special program that is confirmed as eligible according to the program regulations. This determination is completed with the assistance of our foreign suppliers. At the time of entry, AAM must have in its possession the required documentation needed to support a claim for preferential treatment. Please reference AAM Free Trade Agreement & Special Program Matrix (Appendix C - located in the iSupplier Portal under the Global Trade Compliance portion of the Bulletins and Specifications section) for program specific requirements. Suppliers should consult the matrix and determine which FTA’s and special programs apply and provide the documentation prior to material being shipped.

**Valuation**

Suppliers should provide a commercial invoice that includes the transaction value price in the PO issued by AAM. The price listed should match the price actually paid by AAM.

- Additional payments: If there are additional payments required or an adjustment in the price is made, a revised commercial invoice or an additional commercial invoice may be required. Suppliers should notify AAM destination of additional payments that are required.
- Repairs / Alterations: If a supplier is sending material that has been repaired or altered from the original state to an AAM destination, the supplier should identify on the commercial invoice the value of the repair or alteration performed in addition to the original value of the material.
- Assembly: If a supplier receives material on consignment from AAM and is responsible for an assembly operation only, the supplier must contact the AAM destination for specific commercial invoice instructions.
- Price changes should be reflected on the supplier’s commercial invoices immediately upon receiving notification of a change from AAM as of the effective date.
- Free of charge: Material shipped to AAM at no charge, free of charge, for test purposes, or as samples should show a fair market value on the invoice provided for Customs purposes. AAM will not accept any invoices that show zero value or minimal values. Estimated fair market value should be shown and a statement should be placed on the invoice stating “Free of charge, Value for Customs purposes only.” Also state if the material shipped is being sent as Samples, Test material, Returned etc.
Change in Manufacturing site or Shipping Location

AAM requires that suppliers with international transactions notify AAM immediately if a change in production or shipping location is being considered. All changes must be pre-approved by the AAM Buyer and upon completion of such change, the supplier must disclose the new production country and provide new certificates of origin or other special program documentation as required. Written notice should be provided to the AAM Global Trade Compliance team at aamcustoms@aam.com. This is required in order for AAM to comply with special trade program requirements and to avoid any trade-related compliance issues or restrictions.

Country of Origin Marking

All material is required to be marked with country of origin / manufacture. Specific exceptions apply for certain products and shipping to certain countries. Marking should be done per the regulatory requirements of the importing country. Regulations require that the marking must be done on the outermost container; on the article itself where possible; conspicuous; legible; indelible; permanent; and in the language of the importing country.

Supplier Obligations for AAM Returnable Dunnage / International Border Crossing

AAM requires that suppliers act as the Importer of Record for shipments of returnable dunnage being sent from an AAM location to the supplier. AAM may be responsible for the handling costs and any duties/taxes that apply. The supplier must serve as the legal entity responsible for importing the dunnage. All exceptions must be approved by the AAM Global Trade Compliance team.

Restricted Party List Screening

It is AAM’s policy not to conduct business with a party listed on the Restricted Parties Lists (RPLs) without appropriate authorization from the U.S. Government or other global organizations. It is AAM’s policy to screen all of its unrelated third-party customers, suppliers, partners and potential employees against the RPLs. Suppliers will receive communication from the AAM Global Trade Compliance team if it is determined that there is a risk.

Supply Chain Security Program Requirements

AAM is committed to securing its supply chain and requires AAM suppliers to accept responsibility for manufacturing facility and cargo security up to the point of delivering freight to the appointed carrier or forwarder. All suppliers and partners must understand and implement supply chain security procedures to secure shipments destined to AAM facilities. Information regarding the supplier’s security procedures and/or certification status in available government-sponsored programs will be required. AAM will require certification status of the US C-TPAT program and other country specific programs when applicable. Information requests will include specific details in the following areas:

- Container/Conveyance/Transport security,
- Procedural security,
- Physical security,
- Physical access controls,
- Personnel security,
- Security training and threat awareness, and
- Information technology security.

AAM will require Supply Chain Security Questionnaires to be completed prior to issuance of a Purchase order and annual re-submittals thereafter. Please reference the Supply Chain Security Questionnaire (Appendix D - located in the iSupplier Portal under the Global Trade Compliance portion of the Bulletins and Specifications section). If a questionnaire shows a security risk to AAM, a site visit may be conducted by AAM.

**Global Trade and Compliance References**

The following documents/forms can be found on the iSupplier Portal within the Bulletins and Specifications section, under the Global Trade and Compliance Requirements & Specifications:

- Appendix A: Global Trade Compliance Data Sheet
- Appendix B: AAM Customs Broker Matrix
- Appendix C: AAM Free Trade Agreement & Special Program Matrix
- Appendix D: Supply Chain Security Questionnaire example
- Appendix E: Country Specific Requirements: USA
- Appendix F: Country Specific Requirements: Mexico
- Appendix G: Country Specific Requirements: Brazil
- Appendix H: Global Customs Invoice template

7. Commercial Requirements

7.1. General Terms and Conditions

Suppliers must read, understand, and accept AAM’s Standard Terms & Conditions prior to submitting responses to Requests for Quote (RFQs). All quotations (covered below) are based upon acceptance of AAM Standard Terms & Conditions and by responding to any RFQ, the supplier acknowledges acceptance of AAM’s Standard Terms & Conditions.

7.2. Non-Disclosure Agreements

Non-Disclosure Agreements (NDAs) are often also referred to as confidentiality agreements. In its simplest form, an NDA is drafted to establish the obligations, requirements, and restrictions upon a Supplier receiving confidential information from AAM. Suppliers are therefore required to engage in an NDA with AAM to protect all confidential information shared between the two parties prior to conducting any business with AAM.

Suppliers are expected to collaborate with their AAM Buyer to identify all specific pieces of confidential information that AAM intends to share with the supplier. For example, parts with part numbers, drawings with drawing numbers, specifications with spec title and numbers, test reports with report titles, computer files with file names, etc.
Upon the termination or expiration of the mutually-agreed-upon NDA, Suppliers must also confirm the return and/or destruction of all AAM confidential information.

7.3. Request for Quotation (RFQ)

Quoting Requirements may vary based on the type of business being sourced (direct material, capital, indirect material, services, prototype, etc.); however, suppliers must complete ALL required sections of the Quoting Documents sent by the respective AAM Buyer during a sourcing event. Refusal to provide the required documentation may result in a “no-quote” for the current sourcing event or disqualification of the supplier from future sourcing events.

The sections/documents that may be included in a given sourcing event include but are not limited to:

- Quoting Document
- Instructions to the Supplier
- Cost Breakdown
- Process Flow Diagram
- Packaging Specification Form (See Packaging Section)
- Detailed Tooling Breakdown

All quotations are subject to evaluation by AAM Procurement. Suppliers will provide any additional supporting documents for the analysis, as required.

7.4. Technical Reviews

Supplier representatives are expected to collaborate with AAM Buyers to schedule and attend technical reviews. The typical period of time given to suppliers to prepare for a Technical Review is one (1) week. Prior to the Tech Review date, the AAM Buyer will send to the supplier the Agree/Disagree Matrix form and the Technical Review Conference Checklist for the supplier to complete prior to conducting the Technical Review. The expectation is that the supplier will complete and return both documents to the AAM Buyer at least two days prior to the actual Technical Review date.

7.5. Commercial Negotiation and Discussion

Suppliers must communicate all commercial discussions, negotiations, sourcing events, and business awards through AAM’s Procurement Department. Procurement approval authority resides with Purchasing Agents at AAM within the Procurement Department. Any and all agreements made outside of AAM’s Procurement Department shall be considered void until commercial agreement is reached between Supplier and the appropriate AAM Purchasing representative.

7.6. Supplier Tooling

**General Requirements**

Suppliers must follow AAM’s [Global Supplier Tooling Guidelines](#) in order to be reimbursed for tooling.
Quotation

Suppliers must complete the applicable tooling quoting sheet depending on the type of tooling being quoted. Suppliers should contact their AAM Buyer to obtain the correct quoting document. The applicable tooling quote sheet must be completely filled out and returned to AAM as part of the supplier quote (see Request for Quotation section above).

7.7. Capacity Studies

Expectation is that the supplier plans capacity in coordination with AAM and fully participates in capacity studies. AAM's customers frequently request changes in capacity and/or mix and it is essential that all suppliers respond timely and accurately when asked to verify capacity. Suppliers are required to do the following when requested to verify capacity:

- Supplier must provide feedback within 2 weeks of receiving the capacity study request. If Supplier is unable to provide feedback within 2 weeks, Supplier must notify the requesting AAM Buyer on a commitment date as to when feedback will be provided.
- Supplier must provide the feedback to the capacity studies in the form of a formal quote (i.e. AAM's standard cost breakdown & tooling form). Quote should be accompanied by detailed explanation as to what capital/tooling is driving any cost impact.
- Annual volume is based on Lean Capacity Rate (LCR) unless otherwise stated. Suppliers are also responsible to support the Maximum Capacity Rate (MCR) which is 15% greater than the LCR (i.e., LCR multiplied by 1.15).
- In order to determine the weekly capacity requirement from the annual volume, suppliers should be using the appropriate number of weeks per year for the using facility(ies) to calculate the weekly volume. Supplier is expected to support the weekly volume and should be quoting/capacitizing accordingly. If unsure of the appropriate number of weeks per year for the using facility, Supplier should contact the requesting AAM Buyer for clarification.

7.8. Change Management

Suppliers will be required to provide tooling and piece price quotations for design changes via AAM's standard RFQ documents, including cost breakdown for part and tooling using the RFQ Document. Following the business award, any changes required by the supplier to meet original design characteristics, requirements, and/or objectives will be at zero cost to AAM.