

ISUZU

The pages of this booklet contain the principles for developing good relations between the people of Isuzu and our Prototype Suppliers. It is based on the premise that maintaining good customer - supplier relations is key to achieving superior quality. The principles are founded on the basic concepts of defining clear and concise requirements, effective communication, timely and accurate feedback, teamwork, and a commitment to excellence.

*-ISZA Proto Shop
-ISZJ Prototype Sourcing Group*

Isuzu Prototype Processes and Procedures

Table of Contents

Introduction	3
Section 1 – Organization for Prototype Procurement Overview	
• Isuzu Motors Limited (ISZJ)	4
• Isuzu Motors America, Inc. (ISZA)	5
Section 2 – Prototype Process Flow Charts	
• Prototype Procurement Process Flow Chart	6
• Prototype Quotation Approval Process Flow Chart	7
• Prototype Logistics Process Flow Chart	8
Section 3 – Prototype Material Submission Requirements	
• Advanced Product Quality Planning Documents	9
• Product Quality Review	9
• Prototype Purchase Order	10
• Prototype Delivery Order	10
• BPO Orders	10
• Prototype Delivery Order Cancellations	10
• Request For Quotation for Prototypes	10
• Frequently asked questions regarding prototype orders	11
• Cooperation/Communication	12
• Delivery Date(s)	12
• Late Shipments	12
• Shipments	12
• Urgent Orders	13
• Direct Shipments	13
• Short Shipments	13
• Inspection	13
• Method Of Inspection	14

Isuzu Prototype Processes and Procedure

Table of Contents (Cont'd)

• Part Identification & Labeling Requirements	15
• Packaging	15
• Proto Parts Tag	16
• Shipper/Packing List Information and Requirements	16
• Consigned Material	16
• Invoicing	16
• Problem Report and Countermeasure	17
• Replacement Parts Shipments	17
• Claims Procedures	18
Section 4 – General Terms and Conditions	19
Section 5 – ISZA Prototype Forms	24
• Prototype Supplier Survey	25
• Isuzu Prototype Supplier Master Add List Forms	28
• Prototype Delivery Order	30
• Cancellation Notice for Prototype Delivery Order Cover Page	31
• Isuzu Prototype Request for Quotation Cover Page	32
• Prototype Quotation Sheet Prototype Quotation Sheet First Use Form	33
• Prototype Quotation Sheet For Prototype Tooling	34
• Prototype Quotation Sheet (For Repeat Orders and Current Production Parts)	35
• Problem Report and Countermeasure (PR/C) – Prototype	36
• Manufacturing Timing Chart	37
• Process Flow Diagram	48
• Control Plan	39
• Potential Failure Mode and Effects Analysis (Process FMEA)	40
Appendix A – Acronyms	41



Isuzu Prototype Processes and Procedures

Introduction

Purpose:

This Isuzu Motors America, Inc. (ISZA) Operating Guide defines the process used to procure and evaluate prototype parts for use in fabricating Isuzu prototype vehicles used to test and validate new product designs.

The purpose of this guide is to document and communicate the requirements and procedures for submitting material to Isuzu for Prototype Operations. **Any deviations from these requirements must be documented in writing prior to shipment and approved by the responsible ISZA Prototype Development Coordinator.**

When prototype parts are subcontracted, the Tier I supplier is responsible for conveying Isuzu's requirements to the Tier II subcontracted source.

Terminology:

The term prototype is used to encompass all of the events that take place in the vehicle development process prior to Pilot/Production. The term prototype was selected for use in this booklet because it is the traditional and most universally recognized term used to describe these activities.

Objective:

This guide is to be used as a means to inform all suppliers of the quality requirements when submitting prototype parts, and to develop and improve supplier performance through corrective action plans. The goal is to establish and maintain good customer/supplier relations through a combined effort with a focus on part quality, timing and delivery.

Policy Statement:

All suppliers are to measure their quality performance and work for continuous improvement on all parts. The goal of the continuous improvement process is to reduce variation in the manufacturing process and to improve the quality of the parts produced. Suppliers are to concentrate their efforts on the reduction of process variation by listening to the voice of the customer and the voice of the process.

Overview:

This guide discusses the Isuzu Prototype Part Procurement Process. This includes the Isuzu Prototype Quality Procedures manual, Isuzu prototype document PTD02 (IPQP).

Section I - Organization for Prototype Procurement Overview

Isuzu Prototype Processes and Procedures

ISUZU MOTORS LIMITED (ISZJ)

Prototype Sourcing Group
8 Tsuchidana
Fujisawa-shi, Kanagawa-ken, 252-8501
Japan
Tel: (81) 466-45-2674
Fax: (81) 466-45-8821

Product Planning

Based on the Prototype Material Requirements, the Design Release Engineer/Advanced Purchasing gather all the pertinent information needed to create a Part Requisition. They provide the part numbers and descriptions, quantities required, due dates, estimated cost information, recommended suppliers, and special instructions to the ISZJ Prototype Planning department.

- Prototype Build Schedules
- Part Development
- Part Design
- Drawing Release
- Delivery Orders Issuance

To determine the recommended suppliers, Advanced Purchasing reviews the supplier's performance history and manufacturing capability using the information collected by Isuzu Purchasing.

Quality Assurance

ISZJ is responsible for part inspection.

The Isuzu Prototype Quality Group for prototype parts, working together with the Design Responsible Engineer, may provide direction through the Isuzu Motors America, Inc. Proto Shop (ISZA) on any one or more of the following:

- Inspection/Submission Level
- Part Serialization
- Disposition of Nonconforming Material
- Design Records
- Design Change Instructions
- Tooling Instructions
- Method of Inspection
- Check Fixtures Requirement

Prototype Builds

ISZJ is also responsible for evaluating, ordering, and reporting on all material requests and requirements for:

- Prototype Vehicle Builds
- Mock-up
- Test Lab
- Proving Grounds
- Special Usage (Shows, Rides)
- Misc. Engineering Requests
- Safety/Crash Worthiness
- Spare and Lost/Damaged Parts
- Development Bucks
- Tooling Tryout/Containerization



Section I - Organization for Prototype Procurement Overview

Isuzu Prototype Processes and Procedures

ISUZU MOTORS AMERICA, INC. (ISZA)

Proto Shop
46401 Commerce Center Dr.
Plymouth, MI 48170
Tel: (734) 455-7557 X239
Fax: (734) 455-7452

RFQ's/Pricing for all Prototype Orders Including:

Always submit quotations for prototype material and tooling reimbursement to your ISZA Prototype Development Coordinator. Your ISZA Prototype Development Coordinator is responsible for final price acceptance.

Program Compliance:

- **IPQP Procedures and Related Issues Including:**
 - Quality
 - Disposition of Nonconforming Material/ Deviations
 - Corrective Action Plans
 - Inspection/Submission Requirements
 - Method of Inspection
 - Part Identification Requirement
- **PR/C Follow-up and Resolution** - ISZA Proto Shop is also responsible for resolution of PR/C's and related replacement parts.
- **Supplier Quality Performance Evaluation** - ISZA Proto Shop records all Quality Issues, maintains records regarding all prototype quality issues and evaluates the supplier's quality performance within the fiscal year.
- **Coordination of Design Issues** - Your ISZA Prototype Development Coordinator acts as a liaison between the supplier and the DRE (Design Release Engineer), maintains copies of all drawings and can provide drawings and/or drawing assistance.

Delivery Date Compliance

- **Expediting** – ISZA is responsible to get promise dates from suppliers and ensure that suppliers provide parts by that date.
- **MRD Compliance** - When the supplier can not comply with the required MRD date, ISZA notifies ISZJ and coordinates satisfactory resolutions.

Shipping

ISZA provides directions to the supplier regarding how, when, and where to ship. This information can be found on the Delivery Order. ISZA Proto Shop authorizes: shipping method, freight charges, and other expediting costs.

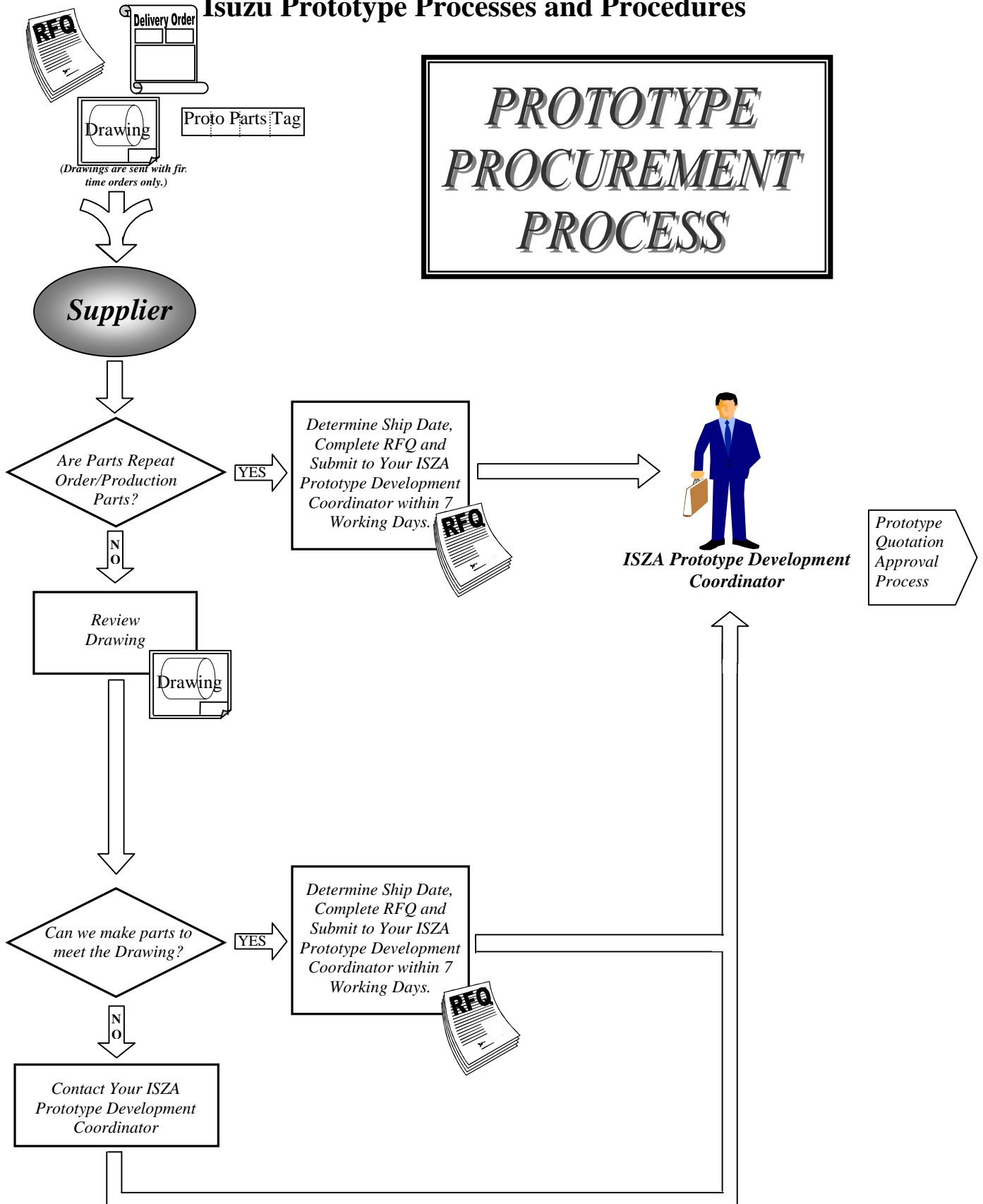
Faxing/Mailing/E-mailing Delivery Orders

Shipment Verification/Documentation and Receiving

ISZA enters receiving information into the system using the supplier packing list. ISZA has a pay on receipt system. It is critical that supplier packing lists are provided as directed by the Delivery Order.

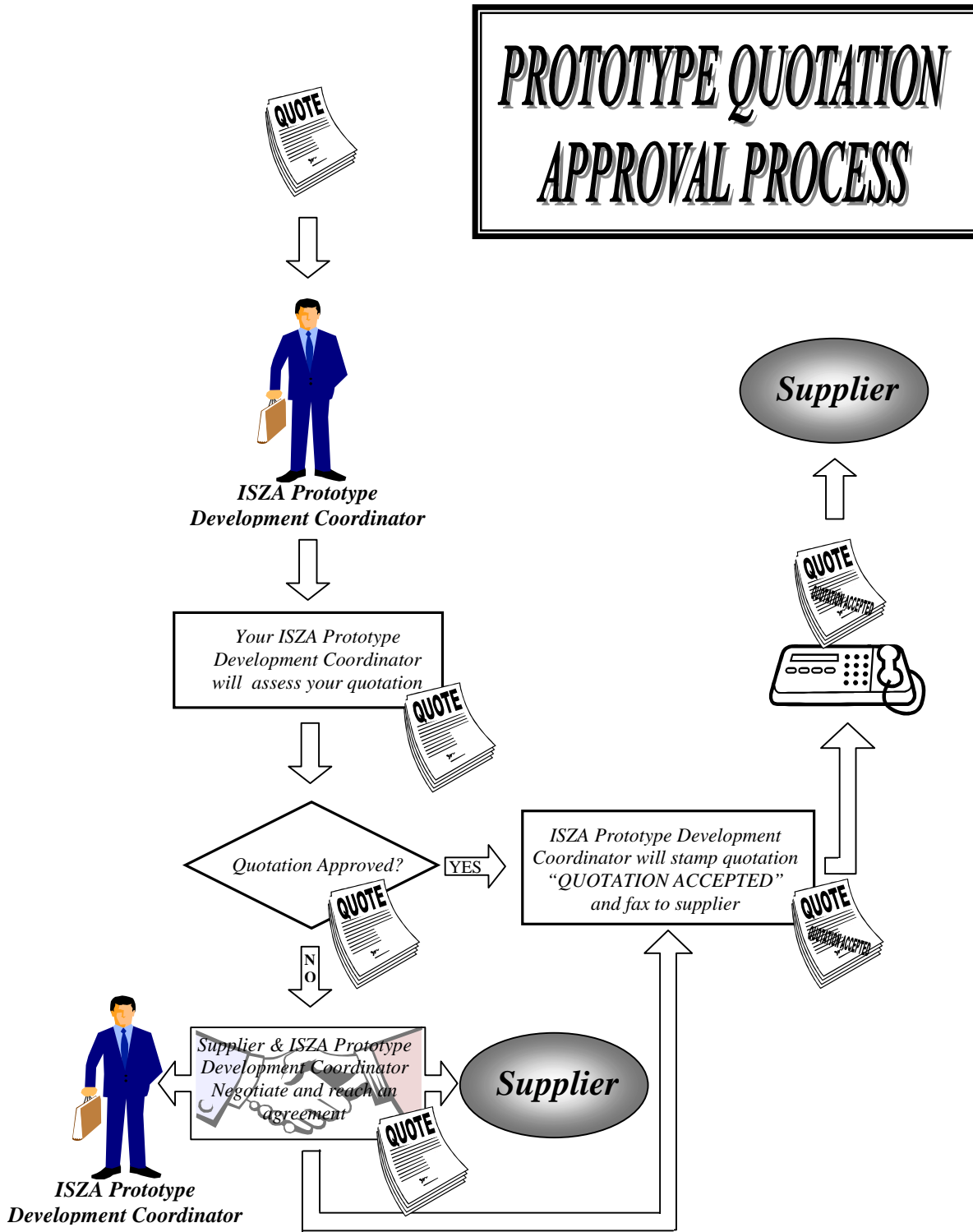
Section 2 - Prototype Part Procurement Process Flow Charts

Isuzu Prototype Processes and Procedures



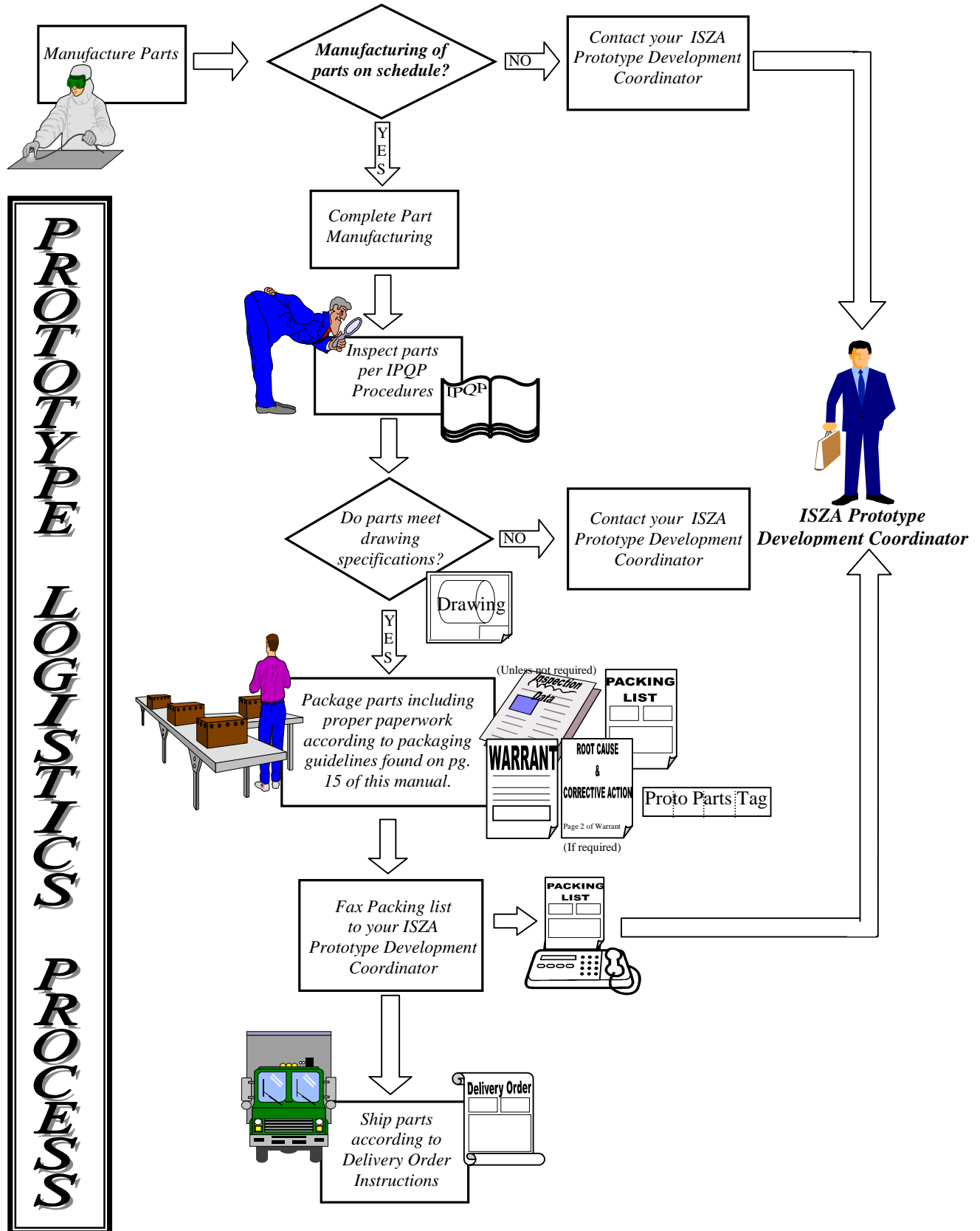
Section 2 - Prototype Part Procurement Process Flow Charts

Isuzu Prototype Processes and Procedures



Section 2 - Prototype Part Procurement Process Flow Charts

Isuzu Prototype Processes and Procedures



Section 3 - Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

As a Tier I supplier to ISZA, you are expected to communicate the requirements contained in this guide to your respective organizations as well as to your Tier II subcontracted suppliers. It is expected that you and your organization will do your part to meet these requirements or communicate to your ISZA Prototype Development Coordinator reasons why requirements cannot be met. Lack of compliance to these requirements will result in a Problem Report & Countermeasure (PR/C), Cost Recovery and potential New Business Hold.

ADVANCED PRODUCT QUALITY PLANNING DOCUMENTS

Advanced Product Quality Planning Documents are required for parts as follows:

- New Production Intent Parts
- Manufacturing Process Change
- New Supplier

Documents Required:

- 1) **Timing Chart** (See example pg. 37)
 - 2) **Process Flow Chart** defines and describes the product's intended processing environment and identifies the process parameters (control characteristics). (See example pg. 38).
 - 3) **Process Control Plan** lists, as a minimum, important qualities such as Safety/Compliance Characteristics, and Fit/Function Characteristics and defines the method of control and reaction, if out of control. (See example pg. 39)
 - 4) **Inspection Standard** to be used as inspection procedure for incoming material, in-process checks, and finished product checks. (Drawings can be used)
 - 5) **Process Failure Mode and Effects Analysis (FMEA)** (See example pg. 40)
- These documents must be submitted as soon as possible after Isuzu informs the supplier of Advanced Product Quality Planning Documents requirement.
 - Control Plan and Inspection Standard will be signed and faxed to the supplier upon approval.
 - Replacement of Advanced Product Quality Planning Documents is required when:
 - Part Number Changes
 - Manufacturing Process Changes
 - Manufacturing Schedule Changes
 - Revised documents shall be submitted to your ISZA Prototype Development Coordinator.

PRODUCT QUALITY REVIEW MEETING

- If required, a Product Quality Review Meeting will be held after the review of the Advanced Product Quality Planning Documents.
- The Product Quality Review Meeting Agenda may include but is not limited to review and discussion of the following items:
 - Latest Drawing Level
 - Manufacturing Methods and Procedures
 - Details of Control Plan
 - Drawing Specifications Review
 - Inspection Processes and Procedures
 - Part Appearance Inspection
 - Accuracy review and confirmation for: gages, fixtures, and other inspection tools.
 - Joint inspection and receiving inspection

Section 3 - Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

PRODUCT QUALITY REVIEW MEETING (Cont'd)

- There may be more than one Product Quality Review Meeting throughout the part development.
- The agreed upon documents shall be stored for a period of three (3) years after SOP.

PROTOTYPE PURCHASE ORDER

The only valid payable request for prototype part/tooling consists of the Delivery Order and your approved RFQ for that delivery order. These two documents that you will receive from Isuzu together are equivalent to a Purchase Order. Please see additional information regarding Delivery Orders and RFQ's on this page.

PROTOTYPE DELIVERY ORDER

- The Delivery Order is the official order.
- All Delivery Orders are subject to ISZA's General Terms and Conditions.
- Delivery Orders provide critical information regarding the delivery and logistics of the parts:
 - Delivery Order Number
 - FOB Point
 - Supplier Ship Date
 - Project Number
 - IPQP Warrant Submission Level
 - Part Number
 - Part Name
 - Quantity Required
 - Point of Delivery
- Please see an Example of a Delivery Order on pg. 30 and ISZA's General Terms and Conditions on pgs. 19-23.
- Although the delivery order provides critical information regarding the delivery and logistics of the parts, it is only a piece of the prototype procurement process. **Please note that the delivery order for prototype material comes to you with no pricing information.** Please reference the below section titled REQUEST FOR QUOTATION FOR PROTOTYPE for additional information regarding pricing.
- **BPO Orders:** These orders are for billing purposes only. They are issued for either previously supplied parts or for tooling. Suppliers are not required to make any shipments against these delivery orders.
- **Prototype Delivery Order Cancellations:** Delivery Orders may be cancelled at any time, for any reason. If an order is cancelled, the supplier will receive the delivery order with a stamp that reads **CANCELLED** and a Delivery Order Cancellation Notice cover letter. (see example pg. 31) Suppliers are required to sign and date the cover letter and return via fax to the person indicated.

REQUEST FOR QUOTATION FOR PROTOTYPES

- Isuzu has 3 types of RFQ's for prototype orders:
 - Quotation Sheet for Prototype Tooling
 - Prototype Quotation Form for First Use Orders
 - Prototype Quotation Sheet for Repeat Orders and Current Production Parts
- A Request For Quotation will be issued for every Prototype Delivery Order.
- The request for quotation number is the same as the Delivery Order number.
- Quotations must be submitted within the time frame indicated on the Request for Quotation. If you can not complete your quotation by the indicated date please contact your ISZA Prototype Development Coordinator.

Section 3 - Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

REQUEST FOR QUOTATION FOR PROTOTYPES (Cont'd)

- Request for Quotation (RFQ) package:
 - **Prototype RFQ for New or Changed Parts includes:**
Cover Sheet, Prototype Quotation Form First Use Orders (See example pg. 33), Dwg(s)
 - **RFQ for Repeat Orders and/or Current Production Parts:**
Prototype Quotation Sheet for Repeat Orders and Current Production Parts (simple form) (See example pg. 35). RFQ's for repeat orders and/or current production parts are sent to you via e-mail.
- Supplier should complete the RFQ package in agreement with the General Terms and Conditions. Please see Section 4 of this manual.
- Please quote prototype part cost, tooling cost and set-up costs separately, using Quotation Sheet for Prototype Tooling. You can find a copy of all prototype forms on the web at www.iszapurchasing.com/Prototype/Prototype_Frameset/Prototype.htm. (see example of a Tooling breakdown Sheet pg. 34)
- Evidence of the completed tool(s) required before tooling payment can be released. Evidence may include, physical inspection of the tooling, photo's etc.
- It is ISZA's policy that prototypes should be supplied at production piece pricing.
- Quotations must be complete and have all required information.
- An authorized supplier representative must sign supplier Quotations.
- For No Charge material, please submit your quotation to your ISZA Prototype Development Coordinator with the words "No Charge" in the piece price field.
- When the quotation is accepted the quotation will be faxed back to you with a stamp that reads:
Isuzu Motors America, Inc.
Proto Shop
QUOTATION ACCEPTED
Sign _____
Date _____
- Part fabrication costs must not exceed Accepted Quotation Cost. For discrepancies contact your ISZA Prototype Development Coordinator.
- If you have any questions about how to complete the RFQ, please contact your ISZA Prototype Development Coordinator.

FREQUENTLY ASKED QUESTIONS REGARDING PROTOTYPE ORDERS

If you have questions regarding the following subjects please contact your ISZA Prototype Development Coordinator.

- Delivery Schedules
- Special Packaging Requirements
- Material Handling, Transportation & Receiving
- Part Identification Requirements
- Corrective Action Plan
- Inspection/Submission Requirements
- Method of Inspection
- Tooling Requirement
- Design Record Transfer
- Disposition of Nonconforming Material

Section 3 - Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

COOPERATION/COMMUNICATION

- There must be timely response to phone calls as requested.
- There must be timely and accurate exchange of information/documentation as requested.
- Electronic communications must be answered adequately in the required time frame.

DELIVERY DATE(S)

- There must be compliance with the mutually agreed-upon delivery date(s).
Required Ship Date is the date that the supplier is required to ship in order for the parts to arrive at the build site on time.
Promise date/Ship date is the date that the supplier promises to ship out parts.
- There must be timely (within 7 days of receipt of the Delivery Order) and accurate negotiation of subsequent promise date(s)/ship date(s). Nonconformance may result in the supplier assuming freight responsibility.
- **Late Shipments:** If you are unable to meet your promise date/ship date, inform your ISZA Prototype Development Coordinator of the delay prior to the promise date/ship date. Suppliers that are nonconforming to this policy will be required to assume responsibility for inland freight and may be held responsible for air freight costs as well.

SHIPMENTS

- The majority of the Isuzu prototype builds take place at the Prototype Sourcing Group in Fujisawa, Japan. For parts shipping to a forwarder (Hankyu International Transport, Inc.) the final destination of parts is **ISZJ Fujisawa**.
- If the delivery point on the order is Hankyu (Freight Forwarder) the freight charges must be billed “collect” to Hankyu. Neither ISZA nor Hankyu will reimburse suppliers on prepaid shipments.
- Suppliers are responsible for arranging and scheduling all deliveries. Contact Hankyu for shipping instructions.
- If the delivery point on the order is other than Hankyu, ISZA is responsible for the freight charges. Contact Hankyu for shipping instructions and carrier to use at least one day prior to the scheduled ship date. ISZA will not reimburse suppliers that have pre-paid freight charges.
- Do not use Emery/Menlo.
- ***Suppliers are required to re-route any orders shipped to the wrong location and provide corrected paperwork.***
- For information on packing lists, see **SHIPPER/PACKING LIST INFORMATION** on pg. 16 of this document.
- Isuzu does not have EDI transmissions capability for Prototype Orders.
- **Urgent Orders:** Your ISZA Prototype Development Coordinator will determine which orders are considered urgent. Please contact Hankyu for shipping instructions. Hankyu will be informed by your ISZA Prototype Development Coordinator which orders are urgent and Hankyu will advise whether to ship “Next Day” or not.
- **Direct Shipments:** To ship direct to Japan contact your ISZA Prototype Development Coordinator before the shipment. Suppliers are required to provide packing lists and proofs of deliveries for such shipments. Suppliers are responsible for freight charges for direct shipments to Japan made outside these guidelines.



Section 3 - Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

SHIPMENTS (Cont'd)

- Quantity shipped must equal quantity on Shipper/Packing List.
- **Short Shipments:** In the event that ISZJ contacts ISZA Proto Shop about short shipment, and your ISZA Prototype Development Coordinator will contact supplier about missing quantities and give instructions for shipment of missing parts.

INSPECTION

The supplier is responsible for performing their own quality inspections and/or tests required to substantiate conformance to design record and specified material. Part approval by Isuzu is required as defined by the Isuzu Prototype Quality Procedures (IPQP). IPQP serves as the standard for Pre-Prototype and Prototype parts and documentation submission requirements. The purpose of IPQP is to ensure that part issues are identified and corrected to minimize the impact of part variation on the design evaluation, manufacturing and assembly. The required submission level should be designated on the Delivery Order or as directed by Isuzu. Suppliers not informed of the submission requirement should follow submission level B except in the case of production approved parts. For production approved parts follow submission level A. The following is a description of the submission levels for parts and documentation.

<u>Submission Levels</u>	<u>Documentation Requirements</u>
Parts shipped directly to receiving location.	
Level A	Parts shipped directly to designated receiving location. Warrant and Corrective Action Plan (if necessary) shall be in the box with the parts unless otherwise directed by Isuzu.
Level B	Parts shipped directly to designated receiving location. The completed Warrant and Corrective Action Plan (if necessary), Design Record, and Inspection Results. Completed documentation shall be in the box with the parts.
Evaluation & authorization to ship given by procuring division prior to shipment.	
Level C	The completed Warrant and Corrective Action Plan (if necessary), Design Record (drawing used in inspection), Inspection Results, Complete documentation shall be directed to the location designated by Isuzu.
Level D	(Check at Source) Parts with Complete Documentation and Inspection/Test Device (if requested). (This level is usually required for on site/joint inspection). Ship parts with Warrant, Inspection Results and Design Record in the box.

Warrant only submissions - Level A and Level C submitted levels.

Inspections at receiving location - Level B, performed by the Supplier Quality Assurance Lab at the procuring unit's location.

Section 3 - Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

INSPECTION (Cont'd)

Check at Source Inspections - Level D, performed by an Isuzu Inspector at the supplier location. It requires the following:

1. Supplier must call or fax Inspection Notification to the location designated by Isuzu in advance (normally, a 3-day notice is required to ensure that an Isuzu Inspector is available) to schedule an inspection at their facility.
2. Supplier's inspection and documentation must be completed prior to Isuzu Inspector's arrival.
3. Isuzu Inspector verifies inspection results.
4. Isuzu Inspector communicates to Isuzu Responsible Engineer any variations/deviations of fit, form or function.
5. The Isuzu Responsible Engineer provides direction for approval or rejection.
6. If parts are approved Isuzu Inspector will sign the Warrant.
7. If parts are deemed usable or rejected, a corrective action plan must be documented per IPQP.

Method of Inspection:

The supplier is responsible for defining the method of inspection based on an appropriate method for checking the design record characteristics **unless Isuzu elects to specify one of the following methods.**

Visual (Open set-up): Go/No Go inspection using templates, models or height measurement tools.

Fixture Inspection: Uses the data of a complete fixture (repeatable process) in order to check part in specified body position per GD & T scheme.

CMM: Uses the Math Data and CMM to inspect. This method is the most precise, accurate and repeatable.

- The supplier is required to perform adequate inspection to verify that the parts meet specified design record requirements.
- Fabrication/assembly must be complete prior to submission.
- **To avoid having parts rejected, they must meet dimensional, appearance, functional, and material requirements as specified by the design record identified on the Delivery Order.**
- Inspection documentation should be complete, accurate and provided as required per the above Isuzu Prototype Quality Procedures (IPQP) submission levels.
- For usable status material, as noted on the IPQP Supplier Warrant, a Corrective Action Plan must be documented and signed by the responsible Isuzu persons prior to delivery.
- Please contact your ISZA Prototype Development Coordinator if you wish to provide parts that do not meet dimensional, appearance, functional, and material requirements as specified by the design record identified on the Delivery Order, and they will assist you in communicating your request to the appropriate group.
- Rejected material must be corrected before re-submission.
- Material returned for rework must be resubmitted with required improvements and the IPQP Warrant must be updated to reflect changes to the part.
- If Isuzu requests a specific check fixture, it must be to the correct change level when material is ready for submission.

Section 3 – Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

Quantity of parts to be inspected: A complete characteristic inspection must be conducted on the first (3) parts, unless otherwise designated by the procuring division. All parts in excess of three (3) shall have 100% inspection of characteristics designated as important qualities, such as safety/compliance, and fit/function characteristics, unless otherwise directed by procuring division.

PART IDENTIFICATION & LABELING REQUIREMENTS

Prototype Parts:

- Each part must be identified with the Isuzu Part Number.
- Part serialization (permanently marked in an area that will not affect the appearance, fit, form, or function of the part) is required.
- On small parts such as fasteners where individual part identification is not practical, the identification of the part number and serial number on each part is not required.
- For parts where it is not possible to write the serial number and/or other required information on the part itself because it would affect the integrity of the part, each part must be identified by placing the part in a container marked with the Isuzu Part Number and the serial number.
- For small parts such as fasteners, it is acceptable to batch the parts in small quantities. The batch should be marked with the Isuzu Part Number and a tag with the required information should be attached to the batch.

Production Approved Parts Required for Prototype Builds:

- For Production Approved parts required for prototype builds use level “A” warrant submission.
- Production Approved Parts do not require inspection data, tags, or serial number markings. However, the carton/lot/rack must be clearly identified with the Isuzu Part number and the quantity shipped.
- Production Approved Parts should have the part number identified on each part. For those parts where the part number is not on the part, identify each part or batch with the part number.

PACKAGING

- Parts must be packaged suitably for air freight.
- Protect Parts that can be damaged by contact with other parts by wrapping them individually in bubble wrap or separating them by another type of packaging material.
- Parts should not touch the corners and/or sides of the box. Packaging should be adequate to prevent damage or soilage (i.e., dirt, rust, and corrosion) during shipping, handling, & storage.
- Use a sturdy outer package that will not be destroyed or crushed easily constructed of wood, rigid plastic or corrugated fiberboard.
- Pack each order separately from other orders unless prior authorization is given by your ISZA Prototype Development Coordinator.
- Do not ship prototype boxes on the same skid with production boxes even if the delivery point is the same.
- Parts not suitably packed will be rejected by the forwarder and returned at the supplier’s expense.
- Dangerous goods material (shocks, batteries, air bags, pressurized items, etc.) may require special packaging. Dangerous goods certificates must be filled out correctly or parts will not be able to ship from forwarder. If unsure how to do fill out these certificates, please contact Hankyu for assistance.

Section 3 – Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

PROTO PARTS TAG

- The Proto Parts Tag comes to you in the mail. It is a pink and white, four-section tag, in English and Japanese. Isuzu Motors Limited Prototype Sourcing Group uses this tag for receiving, inspection and storage of the parts.
- Do not separate the Proto Parts Tag.
- ***Put the Proto Parts Tag inside the box with the parts.***
- If you have more than one box per order, please make sure there is a packing list on the inside and outside of the other boxes that do not have the Proto Parts Tag.

If you lose your Proto Parts Tag or do not receive a tag in time for shipment, it is okay to ship without it as long as you include the below information on your shipper/packing list.

SHIPPER/PACKING LIST INFORMATION

- Attach a Shipper/Packing List to the outside of each shipment.
- Include a copy of the Shipper/Packing List inside each carton/box.
- Fax the Shipper/Packing List to your ISZA Prototype Development Coordinator upon shipment. Your Shipper/Packing list will be used as your shipping notice.
- Packing list requirements:
 1. Isuzu Delivery Order Number.
 2. Isuzu Part Number(s) exactly as shown on DO.
 3. Part name (same as indicated on DO).
 4. Quantity Shipped
 5. Date Shipped
 6. Indicate Delivery Point as designated on the DO.
 7. Carrier-Tracking/Pro No.
 8. GM PO No. for GM or Specialty shipments.
- Please note Shipper's declaration for dangerous goods or hazardous material (Batteries, Air Bags, Pressurized items, etc.) and attach Material Safety Data Sheets (MSDS) to the Shipper/Packing List. The supplier is required to complete the proper documentation for packaging and parts.
- **Consigned Material**: For consigned material please refer to delivery order for shipping destination. If you are the supplier who will be receiving consigned material, please verify receipt of that material to your ISZA Prototype Development Coordinator.

INVOICING

- It is not necessary to send invoices for prototype orders.
- The document necessary for payment is the Shipper/Packing List.
- Shipper/Packing lists must be faxed to your ISZA Prototype Development Coordinator upon all shipments of parts.
- No Shipper/Packing List = No Shipment = No Payment

Section 3 – Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

PROBLEM REPORT AND COUNTERMEASURE (PR/C) – PROTOTYPE

- Isuzu will issue a Problem Report and Countermeasure - Prototype (PR/C) for supplier-responsible prototype part or material nonconformance.
- Nonconformance is product or material, which does not conform to the customer requirements or specifications.
- Nonconformance that may result in a PR/C for prototype includes, but is not limited to, discrepancies or problems with:
 - Appearance
 - Dimensions
 - Welds
 - Finish, i.e. burrs or flash
 - Contamination
 - Coating
 - Labeling
 - Laboratory and metallurgy specifications
 - Machining
 - Functions
 - Missing components
 - Incorrect parts
 - Inadequate packaging
 - No Inspection Data
 - Incomplete documents
- If the supplier receives a PR/C for Defective or Damaged Parts Isuzu requires that the supplier replace the defective parts at the supplier's cost.
- ***Costs incurred by the customer (e.g. sorting, rework, downtime and vehicles or units impacted) may be charged to the supplier.***
- Suppliers will not be measured on the timeliness of their Root Cause and Countermeasure responses. It is expected that adequate thought and investigation be given to the problem, and that a timely response be given. If an adequate response cannot be completed within eight (8) working days, the supplier must notify their ISZA Prototype Development Coordinator of the situation.
- A PR/C for Prototype is considered closed when the supplier has completed all items (1-5) indicated with an X in the section titled Action Required on the PR/C for Prototype (see example pg. 36)

Replacement Parts Shipment:

- Replacement parts shipment and shipping expenses are the supplier's responsibility.
- Because the supplier is responsible for shipping expenses related to replacement parts the supplier can choose which carrier to use. But parts must be received at the delivery point and by the required date indicated on the PR/C item number one (1).
- Do not use Hankyu to ship replacement parts.
- Packing slip instructions for replacement parts are the same as outlined previously in this document except please reference PR/C number instead of the DO number.
- Packing instructions of replacement parts are the same as previously outlined in this document.
- Supplier must report expected ship date of replacement parts within 24 hours to "Reply to" person located at the bottom of the PR/C.
- Supplier must provide the tracking number for replacement parts immediately upon shipment.

Section 3 – Prototype Material Submission Requirements

Isuzu Prototype Processes and Procedures

CLAIMS PROCEDURES

- Claims charges are the actual expenses incurred by the plant to rework the parts due to a nonconformance. In addition ISZA will also charge the supplier for major damage or disruption due to the supplier's nonconformance, even if it is not a quality problem, i.e.; supplier's delivery problem.
- Claims charges include:
 - Man-hours for rework, which includes:
 - Detail of rate calculation
 - Actual time report for specific dates
 - Copies of outside service invoices
 - Parts and material costs
 - Other costs relating to the nonconformance, which include but are not limited to shipping, opportunity cost (shortfall), customer travel expense to the supplier location, downtime, etc.
- For a quality, rework or retrofit nonconformance, the supplier will be sent a pre-numbered claim package. The package will be headed with a letter that briefly describes the problem and lists the total expense amount to be deducted from the supplier's upcoming payment. The package will also include:
 - The Prototype PR/C (Problem Report and Countermeasures – Prototype)
 - The LDS (Local Deviation Sheet)
 - A claim calculation form
 - An acknowledgement copy of the letter to be signed and returned to ISZA by the listed due date
 - Copies of appropriate supporting documentation
- If the signed acknowledgement is not received by the due date (approximately 30 days from the date of the letter), the claim amount will be automatically deducted from the next scheduled supplier payment.
- The supplier should direct all appeals to claim charges, in writing (fax or e-mail acceptable), to the Senior Manager of the ISZA Proto Shop.

Supplier performance will be evaluated based on compliance to requirements in this section



Section 4 – Prototype Part Procurement General Terms and Conditions

GENERAL TERMS AND CONDITIONS

1. ACCEPTANCE:

Seller has read and understands this contract and agrees that Seller's written acceptance or commencement of any work or services under this contract shall constitute Seller's acceptance of these terms and conditions only.

2. SHIPPING AND BILLING:

Seller agrees: (a) to properly pack, mark and ship goods in accordance with the requirements of Buyer, the involved carriers, and, if applicable, the country of destination; (b) to route shipments in accordance with Buyer's instructions; (c) to make no charge for handling, packaging, storage or transportation of goods, unless otherwise stated as an item on this contract; (d) to properly mark each package with a label/tag according to Buyer's instructions; (e) to promptly forward the original bill of lading or other shipping receipt for each shipment in accordance with Buyer's instructions; and (f) to comply with the terms of the Packaging Manual furnished to Seller by Buyer as such manual may be modified from time to time. Seller will include on bills of lading or other shipping receipts correct classification identification of the goods shipped in accordance with Buyer's instructions and the carriers requirements. The marks on each package and identification of the goods on packing slips, bills of lading and invoices (when required) shall be sufficient to enable Buyer to easily identify the goods purchased. Seller further agrees to accept payment by electronic funds transfer. The payment date is set forth in this contract, or if not stated, shall be the second day of the second month following Seller's shipment date of goods or date of services (or if not a business or banking day, the first business or banking day thereafter). Buyer may withhold payment pending receipt of evidence, in such form and detail as Buyer may direct, of the absence of any liens, encumbrances and claims on the goods or services under this contract. The prices for the goods specified in any delivery orders submitted by Buyer during the effective period of this contract are set forth herein. All prices are F.O.B. Seller, and shall include all costs and expenses incurred before the dispatch of such goods from Seller, including all applicable taxes, excises, duties or other governmental impositions, as well as all packaging, labeling and other costs. All price changes initiated by Seller shall be submitted on a Quotation Sheet in the form described in the Purchasing Procedures Manual.

3. DELIVERY SCHEDULES:

Time is of the essence, and deliveries shall be made both in quantities and at times specified in Buyer's delivery orders. Buyer shall not be required to make payment for goods delivered to Buyer that are in excess of quantities specified in Buyer's delivery orders. Prior to or concurrently with each shipment of goods, Seller shall furnish Buyer with advance notice of the shipment by way of an Advance Shipping Notice, in the form described in the Purchasing Procedures Manual, which identifies the quantity of goods being shipped, the date and time of shipment and the delivery order applicable thereto. Buyer may change the rate of scheduled shipments or direct temporary suspension of scheduled shipments, neither of which shall entitle Seller to a modification of the price for goods or services covered by this contract. Buyer shall not be required to purchase any goods identified in this contract until the issuance of a delivery order to Seller and then only to the extent of the goods covered under the delivery order. Each delivery order shall set forth the quantity of goods ordered and the time and date required for delivery of such goods to Buyer. As long as this contract is in effect, delivery orders for the goods identified herein shall be binding upon Seller and shall not be subject to rejection.

4. PREMIUM SHIPMENTS:

If Seller's acts or omissions result in Seller's failure to meet Buyer's delivery requirements and Buyer requires a more expeditious method of transportation for the goods than the transportation method originally specified by Buyer, Seller shall ship the goods as expeditiously as possible at Seller's sole expense.

5. CHANGES:

Buyer reserves the right at any time to direct changes, or cause Seller to make changes, to drawings and specifications of the goods or to otherwise change the scope of the work covered by this contract including work with respect to such matters as inspection, testing or quality control, and Seller agrees to promptly make such changes. Any difference in price or time for performance resulting from such changes shall be equitably adjusted by Buyer after receipt of documentation in such form and detail as Buyer may direct. Any changes to this contract shall be made in accordance with Paragraph 31. Seller shall not change the designs or specifications or discontinue the production of any goods subject to this contract during the effective period hereof without Buyer's prior written consent.

6. SUPPLIER QUALITY AND DEVELOPMENT; INSPECTION:

Seller shall be required to comply with the terms of the Seller Quality Manual furnished to Seller by Buyer, as such manual may be modified from time to time. Buyer shall have the right to enter Seller's facilities at reasonable times to inspect the facility, goods, materials, tools, dies and equipment, and Seller's manufacturing and assembly processes. In addition, Buyer shall have the right to enter Seller's facility at reasonable times to inspect the facility, goods, materials and any property of Buyer covered by this contract. Buyer'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.

Section 4 – Prototype Part Procurement General Terms and Conditions

GENERAL TERMS AND CONDITIONS (Cont'd)

7. NONCONFORMING GOODS:

Seller acknowledges that Buyer will not perform incoming inspections of the goods, and waives any rights to require Buyer to conduct such inspections. To the extent Buyer rejects goods as nonconforming, the quantities under this contract will automatically be reduced unless Buyer otherwise notifies Seller. Seller will not replace quantities so reduced without a new delivery order from Buyer. Nonconforming goods will be held by Buyer in accordance with Seller's instructions at Seller's risk. Seller's failure to provide written instructions within 10 days, or such shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity shall entitle Buyer, at Buyer's option, to charge Seller for storage and handling or to dispose of the goods without liability to Seller. Payment for nonconforming goods shall not constitute an acceptance of them, limit or impair Buyer's right to assert any legal or equitable remedy, or relieve Seller's responsibility for latent defects.

8. FORCE MAJEURE:

Any delay or failure of either party to perform its obligations shall be excused if Seller is unable to produce, sell or deliver, or Buyer is unable to accept delivery, buy or use, the goods or services covered by this contract, as the result of an event or occurrence beyond the reasonable control of the party and without its fault or negligence, including, but not limited to, acts of God, actions by any governmental authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, labor problems (including lockouts, strikes and slowdowns), inability to obtain power, material, labor equipment or transportation, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by the affected party to the other party as soon as possible after the event or occurrence (but in no event more than 10 days thereafter). During the period of such delay or failure to perform by Seller, Buyer, at its option, may purchase goods from other sources and reduce its delivery orders to Seller by such quantities, without liability to Seller, or have Seller provide the goods from other sources in quantities and at times requested by Buyer, and at the price set forth in this contract. In addition, Seller at its expense shall take such actions as are necessary to ensure the supply of goods to Buyer for a period of at least 30 days during any anticipated labor disruption or resulting from the expiration of Seller's labor contract(s). If requested by Buyer, Seller shall, within 10 days, provide adequate assurances that the delay shall not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide adequate assurance that the delay will cease within 30 days, Buyer may immediately terminate this contract without liability.

9. WARRANTY:

Seller warrants/guarantees that the goods covered by this contract will conform to the specifications, drawings, samples, or descriptions furnished to or by Buyer, and will be merchantable, of good material and workmanship and free from defect. In addition, Seller acknowledges that Seller knows of Buyer's intended use and warrants/guarantees that all goods covered by this contract that have been selected, designed, manufactured or assembled by Seller based upon Buyer's stated use will be fit and sufficient for the particular purposes intended by Buyer. The warranty period shall be that provided by applicable law, except that if Buyer offers a longer warranty to its customers for goods installed on vehicles, such longer period shall apply.

10. INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS:

If requested by Buyer, Seller shall promptly furnish to Buyer in such form and detail as Buyer may direct: (a) a list of all ingredients in the goods; (b) the amount of all ingredients; and (c) information concerning any changes in or additions to such ingredients. Prior to and with the shipment of the goods, Seller agrees to furnish to Buyer sufficient warning and notice in writing (including appropriate labels on the goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the goods, together with such special handling instructions as may be necessary to advise carriers, Buyer, and their respective employees of how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the goods, containers and packing shipped to Buyer.

11. INSOLVENCY:

Buyer may immediately terminate this contract without liability to Seller in any of the following or any other comparable events: (a) insolvency of Seller; (b) filing of a voluntary petition in bankruptcy by Seller; (c) filing of any involuntary petition in bankruptcy against Seller; (d) appointment of a receiver or trustee for Seller; or (e) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller shall reimburse Buyer for all costs incurred by Buyer in connection with any of the foregoing, including, but not limited to, all attorney's or other professional fees.

12. TERMINATION FOR BREACH OR NONPERFORMANCE:

Buyer reserves the right to terminate all or any part of this contract, without liability to Seller, if Seller: (a) repudiates or breaches any of the terms of this contract, including Seller's warranties; (b) fails to perform services or deliver goods as specified by Buyer; (c) fails to make progress so as to endanger timely and proper completion of services or delivery of goods; and does not correct such failure or breach within 10 days (or such shorter period of time if commercially reasonable under the circumstances) after receipt of written notice from Buyer specifying such failure or breach.



Section 4 – Prototype Part Procurement General Terms and Conditions

GENERAL TERMS AND CONDITIONS (Cont'd)

13. TERMINATION FOR CONVENIENCE:

In addition to any other rights of Buyer to terminate this contract, Buyer may, at its option, immediately terminate all or any part of this contract, at any time and for any reason, by giving written notice to Seller. Upon such termination, Buyer shall pay to Seller the following amounts without duplication: (a) the contract price for all goods or services that have been completed in accordance with this contract and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the goods or services under this contract to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of this contract; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Buyer's written consent, and the cost of any damaged or destroyed goods or material. Buyer will make no payments for finished goods, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized in delivery orders or estimate and authorization reports nor for any undelivered goods that are in Seller's standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods that would be standard stock or that are readily marketable. Payments made under this Paragraph shall not exceed the aggregate price payable by Buyer for finished goods that would be produced by Seller under delivery orders outstanding at the date of termination. Except as provided in this Paragraph, Buyer shall not be liable for and shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, unabsorbed overhead, interest on claims, product development and engineering costs, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of this contract. Within 60 days from the effective date of termination, Seller shall submit a comprehensive termination claim to Buyer, with sufficient supporting data to permit Buyer's audit, and shall thereafter promptly furnish such supplemental and supporting information as Buyer shall request. Buyer or its agents shall have the right to audit and examine all books, records, facilities, work, material, inventories and other items relating to any termination claim of Seller.

14. INTELLECTUAL PROPERTY:

Seller agrees: (a) to defend, hold harmless and indemnify Buyer, its successors and customers against any claims of infringement (including patent, trademark, copyright, industrial design right, or other proprietary right, or misuse or misappropriation of trade secret) and resulting damages and expenses (including attorney's and other professional fees) arising in any way in relation to the goods or services contracted, including such claims where Seller has provided only part of the goods or services; Seller expressly waives any claim against Buyer that such infringement arose out of compliance with Buyer's specification; (b) that Buyer or Buyer's subcontractor has the right to repair, reconstruct, or rebuild the specific goods delivered under this contract without payment of any royalty to Seller; (c) that parts manufactured based on Buyer's drawings and/or specifications may not be used for its own use or sold to third parties without Buyer's express written authorization; and (d) to the extent that this contract is issued for the creation of copyrightable works, the works shall be considered "works made for hire;" to the extent that the works do not qualify as "works made for hire," Seller hereby assigns to Buyer all right, title and interest in all copyrights and moral rights therein.

15. TECHNICAL INFORMATION DISCLOSED TO BUYER:

Seller agrees not to assert any claim (other than a claim for patent infringement) with respect to any technical information that Seller shall have disclosed or may hereafter disclose to Buyer in connection with the goods or services covered by this contract.

16. INDEMNIFICATION:

If Seller performs any work on Buyer's premises or utilizes the property of Buyer, whether on or off Buyer's premises, Seller shall indemnify and hold Buyer harmless from and against any liability, claims, demands or expenses (including attorney's and other professional fees) for damages to the property of or injuries (including death) to Buyer, its employees or any other person arising from or in connection with Seller's performance of work or use of Buyer's property, except for such liability, claim, or demand arising out of the sole negligence of Buyer.

17. INSURANCE:

Seller shall maintain in full force and effect during the effective period of this contract adequate product liability insurance protecting Seller and Buyer from claims and liability for injury, death or property damage which arises out of or relates to the use or application of Seller's goods. Seller shall furnish Buyer with a certificate of insurance within ten (10) days of Buyer's written request which shows Buyer as an additional insured under such insurance and provides that Buyer will receive 30 days' prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller's furnishing of certificates of insurance or purchase of insurance shall not release Seller of its obligations or liabilities under this contract.

Section 4 – Prototype Part Procurement General Terms and Conditions

GENERAL TERMS AND CONDITIONS (Cont'd)

18. SELLER'S PROPERTY:

Unless otherwise agreed to by Buyer, Seller, at its expense, shall furnish, keep in good condition, and replace when necessary all machinery, equipment, tools, jigs, dies, gauges, fixtures, molds, patterns and other items ("Seller's Property") necessary for the production of the goods. Seller shall insure Seller's Property with full fire and extended coverage insurance for its replacement value. Seller grants Buyer an irrevocable option to take possession of and title to Seller's Property that is special for the production of the goods upon payment to Seller of its net book value less any amounts that Buyer has previously paid to Seller for the cost of such items; provided, however, that this option shall not apply if Seller's Property is used to produce goods that are the standard stock of Seller or if a substantial quantity of like goods are being sold by Seller to others.

19. BUYER'S PROPERTY:

All supplies, materials, tools, jigs, dies, gauges, fixtures, molds, patterns, equipment and other items furnished by Buyer, either directly or indirectly, to Seller to perform this contract, or for which Seller has been reimbursed by Buyer, shall be and remain the property of Buyer and held by Seller on a bailment basis ("Buyer's Property"). Seller shall bear the risk of loss of and damage to Buyer's Property. Buyer's Property shall at all times be properly housed and maintained by Seller, at its expense, shall not be used by Seller for any purpose other than the performance of this contract; shall be deemed to be personalty; shall be conspicuously marked by Seller as the property of Buyer; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Buyer's prior written approval. Buyer shall have the right to enter Seller's premises at all reasonable times to inspect such property and Seller's records with respect thereto. Upon the request of Buyer, Buyer's Property shall be immediately released to Buyer or delivered to Buyer by Seller, either (i) F.O.B. transport equipment at Seller's plant, properly packed and marked in accordance with the requirements of the carrier selected by Buyer to transport such property, or (ii) to any location designated by Buyer, in which event Buyer shall pay to Seller the reasonable costs of delivering such property to such location. When permitted by law, Seller waives any lien or other rights that Seller might otherwise have on any of Buyer's Property for work performed on such property or otherwise.

20. SERVICE AND REPLACEMENT PARTS:

Seller will sell to Buyer goods necessary for it to fulfill its current model service and replacement parts requirements at the price(s) set forth in this contract. If the goods are systems or modules, Seller will sell the components or parts that comprise the system or module at price(s) that shall not, in the aggregate, exceed the price of the system or module less assembly costs. During the 10 year period after Buyer completes current model purchases, Seller will sell goods to Buyer to fulfill Buyer's past model service and replacement parts requirements. Unless otherwise agreed to by Buyer, the price(s) during the first 3 years of this period shall be those in effect at the conclusion of current model purchases. For the remainder of this period, the price(s) for goods shall be as agreed to by the parties. When requested by Buyer, Seller shall make service literature and other materials available at no additional charge to support Buyer's service part sales activities.

21. REMEDIES:

The rights and remedies reserved to Buyer in this contract shall be cumulative with, and additional to, all other or further remedies provided in law or equity. Without limiting the foregoing, should any goods fail to conform to the warranties set forth in Paragraph 9, Buyer shall notify Seller and Seller shall, if requested by Buyer, reimburse Buyer for any incidental and consequential damages caused by such nonconforming goods, including, but not limited to, costs, expenses and losses incurred by Buyer (a) in inspecting, sorting, repairing or replacing such nonconforming goods; (b) resulting from production interruptions, (c) conducting recall campaigns or other corrective service actions, and (d) claims for personal injury (including death) or property damage caused by such nonconforming goods. If requested by Buyer, Seller will enter into a separate agreement for the administration or processing of warranty chargebacks for nonconforming goods.

22. CUSTOMS; EXPORT CONTROLS:

Credits or benefits resulting or arising from this contract, including trade credits, export credits or the refund of duties, taxes or fees, shall belong to Buyer. Seller shall provide all information necessary (including written documentation and electronic transaction records) to permit Buyer to receive such benefits or credits, as well as to fulfill its customs related obligations, origin marking or labeling requirements and local content origin requirements, if any. Export licenses or authorizations necessary for the export of the goods shall be the responsibility of Seller unless otherwise indicated in this contract, in which event Seller shall provide such information as may be necessary to enable Buyer to obtain such licenses or authorization(s). Seller shall undertake such arrangements as necessary for the goods to be covered by any duty deferral or free trade zone program(s) of the country of import.

23. SETOFF/RECOUPMENT:

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller shall be considered net of indebtedness of Seller and its affiliates/subsidiaries to Buyer and its affiliates/subsidiaries; and Buyer shall have the right to setoff against or to recoup from any amounts due to Seller and its affiliates/subsidiaries from Buyer and its affiliates/subsidiaries.



Section 4 – Prototype Part Procurement General Terms and Conditions

GENERAL TERMS AND CONDITIONS (Cont'd)

24. NO ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner advertise or publish the fact that Seller has contracted to furnish Buyer the goods or services covered by this contract, or use any trademarks or trade names of Buyer in Seller's advertising or promotional materials.

25. COMPLIANCE WITH LAWS:

Seller shall comply with all federal, state and local laws, regulations and orders and cause all goods delivered to Buyer to so comply. Seller shall indemnify and hold Buyer harmless from and against any liability claims, demands or expenses (including attorneys' or other professional fees) arising from or relating to Seller's noncompliance).

26. NO IMPLIED WAIVER:

The failure of either party at any time to require performance by the other party of any provision of this contract shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver of either party of a breach of any provision of this contract constitute a waiver of any succeeding breach of the same or any other provision.

27. NON-ASSIGNMENT:

Seller may not assign or delegate its obligations under this contract without Buyer's prior written consent.

28. RELATIONSHIP OF PARTIES:

Seller and Buyer are independent contracting parties and nothing in this contract shall make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create any obligation on behalf of or in the name of the other.

29. GOVERNING LAW; JURISDICTION:

This contract is to be construed according to the laws of the country (and state/province, if applicable) from which this contract is issued as shown by the address of Buyer, excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any conflict of law provisions that would require application of another choice of law. Any action or proceedings by Buyer against Seller may be brought by Buyer in any court(s) having jurisdiction over Seller or, at Buyer's option, in the court(s) having jurisdiction over Buyer's location, in which event Seller consents to jurisdiction and service of process in accordance with applicable procedures. Any actions or proceedings by Seller against Buyer may be brought by Seller only in the courts) having jurisdiction over the location of Buyer from which this contract is issued.

30. SEVERABILITY:

If any term(s) of this contract is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term(s) shall be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this contract shall remain in full force and effect.

31. ENTIRE AGREEMENT:

In addition to the terms set forth herein, Seller shall comply with the terms of Buyer's Purchasing Procedures Manual, as such manual may be modified from time to time. Acceptance of this contract is expressly limited to the terms hereof and, unless otherwise agreed in writing by Buyer, none of the terms herein may be added to, modified or superseded by any terms which may now or in the future appear on Seller's quotations, invoices or other documents delivered by Seller. In the event Seller rejects or attempts to reject this contract but thereafter delivers any of the goods identified in this contract to Buyer, this contract shall be deemed accepted and the sale of such goods shall be subject to the terms and conditions contained herein. This contract, together with the attachments, manuals or other terms of Buyer specifically referenced in this contract, constitutes the entire agreement between Seller and Buyer with respect to the matters contained in this contract and supersedes all prior oral or written representations and agreements. This contract may only be modified by a contract amendment issued by Buyer.

Section 5 – ISZA Prototype Forms

Isuzu Motors America, Inc. (ISZA) Prototype

1. **Supplier Survey*** (Review of Supplier's Facility(s), Systems and Quality Control Processes)
The Supplier receives instructions in the survey process at least two weeks prior to the scheduled survey. Please have proper documentation available on the day of the survey to support a yes answer to the questions in bold print.
2. **Isuzu Prototype Supplier Master List Add Form***
This form is used to set up suppliers in Isuzu systems and databases. Please give correct and accurate information.
3. **Delivery Order** (Example)
This is an example of the Isuzu Delivery Order for prototype material.
4. **Cancellation Notice** (Example)
This is an example of the cover letter that will accompany all delivery order cancellations.
5. **Isuzu Prototype Request for Quotation Cover Sheet** (Example)
6. **Prototype Quotation Form for First Use Orders*** (Example)
This is an example of the Prototype Quotation Sheet for all parts being ordered through the prototype system for the first time. This Quotation sheet will usually be accompanied by a drawing. See **REQUEST FOR QUOTATION FOR PROTOTYPES** beginning on pg. 10 for more information.
7. **Prototype Quotation Sheet for Prototype Tools*** (Example)
ISZA Proto Shop requires that tooling and set up cost be quoted separately. See **REQUEST FOR QUOTATION FOR PROTOTYPES** beginning on pg. 10 for more information.
8. **Prototype Quotation Sheet*** (for Repeat Orders and Current Production Parts) (Example)
See **REQUEST FOR QUOTATION FOR PROTOTYPES** beginning on pg. 10 for more information.
9. **Problem Report and Countermeasure (PR/C) – Prototype** (Example)
This is an example of the form used to notify suppliers of nonconforming prototype parts. Please see **PROBLEM REPORT AND COUNTERMEASURE (PR/C) – PROTOTYPE** on pg. 17 for more information
10. **Timing Chart/Manufacturing Schedule*** (Example)
11. **Process Flow Diagram*** (Example) defines and describes the product's intended processing environment and identifies the process parameters (control characteristics).
12. **Control Plan*** (Example) lists, as a minimum, important qualities such as Safety/Compliance Characteristics, and Fit/Function Characteristics and defines the method of control and reaction, if out of control.
13. **Potential Failure Mode and Effects Analysis (Process FMEA)*** (Example)

* Indicates form can be accessed on the Isuzu Purchasing Web Page www.ISZApurchasing.com

If you require additional information regarding these forms, please contact your ISZA Prototype Development Coordinator.

Prototype Supplier Survey

Company: _____ Date of Survey: _____

___Initial Survey ___Re-Survey Previous Survey Date_____ Previous Score _____

Supplier Code: _____ Manufacturing Duns: _____

Manufacturing Facility: (Questions in bold should have documentation to prove it.)

- 1. Is the shop area neat and well organized? Yes No 2
- 2. Does the shop area appear to be well lit? Yes No 2
- 3. Does the shop area appear to be of adequate size for manufacturing, storage, Quality Control, etc.? Yes No 2

Equipment:

- 4. Does equipment appear to be operational and capable of producing quality parts? Yes No 3
- 5. **Are there preventive maintenance schedules followed and documented for each machine?** Yes No 3
- 6. Does equipment appear to be able to sufficiently handle the required capacity and lead-time? Yes No 3

Organization:

- 7. **Does supplier have an organizational chart with names and titles?** Yes No 2
- 8. Does supplier have a Manufacturing Manager? Yes No 3
- 9. Does supplier have a Quality Manager? Yes No 3
- 10. Can supplier identify the Quality Liaison? Yes No 3
- 11. **Does supplier have a written policy approved by management for management responsibilities?** Yes No 3

Systems:

- 12. **Does supplier have a process for tracking jobs in progress?** Yes No 2
- 13. **Does supplier have a process for controlling engineering changes?** Yes No 2
- 14. **Can supplier demonstrate a good record keeping system in the following areas?**
 - (a) **Jobs on quote** Yes No 1
 - (b) **Job in progress (current status)** Yes No 1
 - (c) **Inspection (reports, drawings, tape media, GP-11)** Yes No 1
 - (d) **Rejected material** Yes No 1
 - (e) **Subcontracted jobs** Yes No 1
 - (f) **Packing slips (shippers)** Yes No 1

Prototype Supplier Survey

Systems: (Cont)

15. Does supplier have in-house Computer Aided Design (CAD) capabilities and the qualified personnel to support it? Yes No 2

16. Does Supplier have an in-house UG (Unigraphics) workstation?
 (a) Is there an electronic means to receive Math Data? Yes No 3
 Yes No 2

Procedures:

17. Does supplier have a written procedure for:
 (a) Safety Yes No 2
 (b) Operating Yes No 2
 (c) Quality control Yes No 2

Employee Development:

18. Does supplier have employees with journeyman (8 plus years experience) status? Yes No 3

19. Is there a documented training program that:
 (a) Includes all employees? Yes No 2
 (b) List who has been trained? Yes No 2
 (c) Provide a training schedule? Yes No 2

20. Is there a written performance rating system for employees? Yes No 1

Quality Control:

21. Does supplier have a separate Quality Control (Inspection Department)? Yes No 3

22. Is the supplier's Quality Control area:
 (a) Of adequate size? Yes No 1
 (b) Properly lighted? Yes No 1
 (c) Contain the necessary equipment? Yes No 1
 (d) Logistically located to prevent shipment of nonconforming material? Yes No 1

23. Does supplier use a calibration schedule for inspection equipment? Yes No 2

24. Is the inspection and test equipment certified? Yes No 3

25. Does supplier inspect incoming tooling, fixtures, etc.? Yes No 2

26 Does supplier have qualified inspection personnel:
 (a) Trained in geometric tolerance? Yes No 2
 (b) Journey status or certified inspector? Yes No 2

27. Is rejected material properly marked and kept separate from approved material? Yes No 3

28. Is there a lockable holding area for rejected parts? Yes No 1

29. Does the supplier have access to the web? Yes No 2

30. Does the supplier utilize the Isuzu Purchasing Web Site? Yes No 2

Prototype Supplier Survey

Subcontracted Operations:

31. Are subcontracted operations (Tier II) inspected and documented before further processing? Yes No 2
32. Has supplier demonstrated an evaluation system for subcontracted (Tier II) suppliers? Yes No 3
33. Does supplier perform audits or visits of their subcontracted (Tier II) suppliers? Yes No 2
34. Can supplier show attempts to source to minority suppliers? Yes No 1

Quality Certification:

35. Does the supplier have Quality Certifications (such as QS-9000)? Yes No 4
Name of Certification: _____

Total Points Possible: 100

Actual Rating Points:

Comments:

Notification:

Upon completion of the evaluation, the supplier will be informed of specific details in areas needing improvement. Recommendations will be suggested where appropriate. Any positive remarks that are part of the evaluation will be acknowledged and the supplier commended.

Recommended Improvements:

ISUZU Participants:

Purchasing

Engineer

Prototype Development Coordinator

Prototype Tooling Representative

Isuzu Prototype Supplier Master List Add Form

Company Name: _____

Supplier Code: _____

Commodity: _____

Program/Model Code: _____

Sales Contact: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Prototype Contact Information

Prototype Sales

Contact: _____

Title: _____

Address: _____

Phone: _____

Alternate Phone: _____

Fax: _____

E-Mail: _____

Accounts Payable Report Information (sent 10th of each month)

A/R Contact: _____

Title: _____

Address: _____

Phone: _____

Fax: _____

E-Mail: _____

Check Information (2nd Day 2nd Month):

Remittance Address: _____

ABA: _____

Account: _____

Dun & Bradstreet: _____

Additional Supplier Information:

Parent Company: _____

Quality Certifications
(such as QS-9000): _____

Company Stock _____

Public

Private

Isuzu Prototype Supplier Master List Add Form

Plant Locations:

Plant Locations:	
Shipping Location:	
Contact: _____	Title: _____
Address: _____	Phone: _____
_____	Fax: _____

E-Mail: _____	
Shipping Location:	
Contact: _____	Title: _____
Address: _____	Phone: _____
_____	Fax: _____

E-Mail: _____	
Shipping Location:	
Contact: _____	Title: _____
Address: _____	Phone: _____
_____	Fax: _____

E-Mail: _____	
Prototype Shipping Location:	
Contact: _____	Title: _____
Address: _____	Phone: _____
_____	Fax: _____
Alternate Phone: _____	E-Mail: _____
Q/C Contact: _____	Title: _____
E-Mail: _____	Phone: _____
Alternate Phone: _____	Fax: _____

Isuzu Motors America, Inc.
 46401 Commerce Center Dr.
 Plymouth, MI 48170-2473

DELIVERY ORDER



TO: [SUPPLIR NAME]
 [Supplier Address]
 [Supplier Address]
 [Supplier Address]

FROM: [ISZA CONTACT NAME]
 Prototype Development Coordinator
 (734) 582-9[Extention]
 Fax: (734) 455-7452
 E-mail: [ISZA Contact e-mail]

ATTN:
 TEL:
 FAX:

DO #:

ISSUE DATE	FOB	REQUIRED SHIP DATE	SUPPLIER CODE	PROJECT NO.	IPQP WARRANT SUBMISSION LEVEL
	DESTINATION, FREIGHT COLLET				
QTY	PART #	DESCRIPTION			THIS DO IS FOR:

* A packing list/shipper containing the Isuzu DO #, Isuzu part number, quantity, ship date, carrier/tracking number, delivery point and GM PO (if applicable), must be faxed to (734) 455-7452 immediatly upon shipment.

POINT OF DELIVERY

SHIP TO:

ATTN:

Ph:

Fx:

* Contact Mark Beasley, George Daniels, or Richard Nakazawa at (734) 942-1380 for shipping instructions prior to shipment.

REMARKS:

1. See the Isuzu Prototype and Procedures Manual for packaging requirements.
2. Ship dates must be provided to your Prototype Development Coordinator within 7 days of receipt of order.
3. This Delivery Order is subject to Isuzu Motors America, Inc.'s General Terms and Conditions.
4. Delivery Orders for Prototype do not use EDI.
5. Do not use Emery/Menlo to ship parts.

DELIVERY ORDER CANCELLATION NOTICE

ISUZU

[Code] [Supplier Name]
[Supplier Address]
[City], [State] [Code]

ATTN: [Contact Name]
TEL: [Contact Phone] [ext.]
FAX: [Contact Fax]

DO No.:	[DO #]
ISSUE DATE:	[DO Issue date]
PART No.:	[Part Number]
DESCRIPTION:	[Part Name]
QUANTITY:	[DO Quantity]
REQUIRED SHIP DATE:	[Required ship date]

Date: [Today's Date]

Dear [Contact Name],

This is notification that the above order is cancelled. Do not ship parts.

If you ship parts against this order, the parts will be returned at your expense.

Please indicate that you accept or decline cancellation of this order and return by fax to me at Fax No. (734) 455-7452.

Accept
 Decline (please explain) _____

Supplier Name _____ Title _____ Phone No. _____

Suppliers Authorized Signature _____ Dated: _____

If you have any questions or concerns regarding this notification please contact me at [Senders Phone Number].

Sincerely,

[Senders Name]
[Senders Title]

ISUZU PROTOTYPE REQUEST FOR QUOTATION

Reply to:

ISUZU MOTORS AMERICA, INC
46401 Commerce Center Dr.
Plymouth, MI. 48170
Tel: (734) 455-7557,
Fax: (734) 455-7452
E-mail:

Supplier Code:
Attention:
Supplier Name:
Address:

Tel:
Fax:

FOR FIRST TIME PROTOTYPE ORDERS

Date of Inquiry:

Reply Requested By:

Dear,

On behalf of Isuzu Motors America, Inc. I am pleased to send you the attached quotation(s) for prototype orders. Please complete the attached form(s). Be sure to sign the quotation and return to my attention, on or before the Reply Requested by Date.

- * Unit price must be in U.S. Dollars.
- * Any prototype tools, gages, fixtures or set-up costs must be itemized on a Quotation Sheet for Prototype Tooling Form which can be found on the web @ www.iszapurchasing.com/Prototype/Prototype_Frameset/Prototype.htm.
- * Packaging cost must be considered as a part of the quote.
- * If additional space is required, use plain paper for additional pages.
- * Complete the RFQ package in agreement with the General Terms and Conditions which can be found in the Isuzu Prototype Processes and Procedures Manual, Section 4. A copy of this manual can be obtained on the web at: www.iszapurchasing.com/Prototype/Prototype_Frameset/Prototype.htm
- * FOB Destination, freight collect
- * Payment Terms: 2nd Day 2nd Month
- * Specifications as per drawing. Deviations from drawing must be documented in writing agreed to by Isuzu DRE.
- * The seller agrees to participate in buyers supplier quality and development program.
- * The seller shall comply with all the quality and material submission requirements as specified in the Isuzu Prototype Processes and Procedures Manual. A copy of this manual can be obtained on the web at: www.iszapurchasing.com/Prototype/Prototype_Frameset/Prototype.htm
- * Any deviation from the above requirements must be agreed to by your Isuzu Prototype Development Coordinator.
- * If you are unable to provide a quotation by the Reply Requested By date, please contact me as soon as possible with an explanation and expected timing.

PROTOTYPE QUOTATION FORM FOR FIRST USE ORDERS

Reply to: _____

ISUZU MOTORS AMERICA, INC.
 46401 Commerce Center Drive
 Plymouth, MI. 48170
 TEL: (734) 455-7557, 249
 FAX: (734) 455-7452

Attention to: _____

Phone: _____

Fax: _____

Company: _____

Supplier Code: _____

ORDER NO: _____ **PART NO:** _____ **PART NAME:** _____ **PROJECT NO:** _____
Start Date of Samples: _____ **Complete Date:** _____ **QUANTITY:** _____ **Required Ship Date:** _____

MATERIAL COMPONENTS AND OTHER COSTS

MATERIAL OR COMPONENT NAME	DIMENSION, P/N AND/OR QTY	MATERIAL WT (KG)	NET WT (KG)	SCRAP RATE (%)	UNIT COST	EXTENDED AMOUNT
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

SUB-TOTAL MATERIAL COSTS 1: _____

PROCESSING AND MACHINING COSTS

MANUFACTURING PROCESS	TYPE OF MACHINE	NO. OF WORKERS	OPERATING MINUTES	RATE PER MINUTE	QUANTITY	EXTENDED AMOUNT
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						

SUB-TOTAL MATERIAL COSTS 2: _____

* ATTCHED ADDITIONAL SHEETS FOR TOOLING

* LEAD TIME AND NO OF WEEKS _____

SELLERS

SIGNATURE: _____

TITLE: _____

TOTAL COSTS (ADD 1 AND 2) 3:	
LESS S.G.A. EXPENSES % 4:	
PART BOX MATERIAL COSTS	
PART BOX BUILD UP COSTS	
PACKAGING COSTS	
LOADING COSTS	
FREIGHT COSTS	
PROFIT (5%) 5:	
ACTUAL COSTS (ADD 3, 4, 5) 6:	
SUBMITTED QUOTE:	
ACCEPTED PRICE:	

Additional Remarks:

Isuzu Motors America, Inc.
 Proto Shop Dept.
 Ph: (734) 455-7557 X
 Fx: (734) 455 - 7452

CONTACT _____
 Fax: _____
 Phone: _____
 SUPPLIER _____
 SUPPLIERS CODE _____

QUOTATION SHEET FOR PROTOTYPE TOOLING

PART

DO NO: _____ NUMBER: _____ NAME: _____

EXPECTED LIFE/USE OF TOOL BY _____ ESTIMATED REQUIRED
 PIECE COUNT: _____ COST: _____ SHIP DATE: _____

MATERIAL COSTS						
	TYPE	MATERIAL	SIZE (L x W x H)	WEIGHT	OTHER	EXTENDED AMOUNT
1						
2						
3						
4						
5						
6						
7						
8						
SUB-TOTAL MATERIAL COSTS (1):						-

MACHINE COSTS					
	METHOD	TYPE OF MACHINE	MACHINE HOURS	PER HOUR RATE	EXTENDED AMOUNT
1					
2					
3					
4					
5					
6					
7					
8					
SUB-TOTAL PROCESSING COSTS (2):					-

PICTURE OF THE TOOLING WITH L x H x W	SKETCH OF PART WITH DIMENSIONS				
<table border="1" style="margin-left: auto; margin-right: 0;"> <tr> <td style="padding: 2px;">GRAND TOTAL (1) + (2)</td> <td style="text-align: center; padding: 2px;">-</td> </tr> <tr> <td style="padding: 2px;">SUBMITTED QUOTE</td> <td style="border: 1px solid black; width: 100px; height: 20px;"></td> </tr> </table>		GRAND TOTAL (1) + (2)	-	SUBMITTED QUOTE	
GRAND TOTAL (1) + (2)	-				
SUBMITTED QUOTE					
SIGNATURE: _____ TITLE: _____					

REMARKS:

ISUZU PROTOTYPE QUOTATION SHEET

Reply to:
ISUZU MOTORS AMERICA, INC
 46401 Commerce Center Dr.
 Plymouth, MI. 48170
 Phone: (734) 455-7557 X
 Fax: (734) 455-7452
 E-mail:

Supplier Code:
Attention:
Supplier Name:
Address:

Tel:
Fax:

FOR REPEAT ORDERS AND CURRENT PRODUCTION PARTS

Date of Inquiry: _____

Reply Requested By: _____

ORDER NO.	PROJECT NUMBER	PART NUMBER	PART NAME	QTY	REQUIRED SHIP	SUPPLIER PROMISE DATE	LAST PRICE	QUOTATION	
								Unit Price	Total Sales

- * Unit price must be in U.S. Dollars.
- * Any prototype tools, gages, fixtures or set-up costs must be itemized on a separate form.
- * Packaging cost must be considered as a part of the quote.
- * If additional space is required, use plain paper for additional pages.
- * Complete the RFQ package in agreement with the General Terms and Conditions which can be found in the Isuzu Prototype Processes and Procedures Manual, Section 4.
- * FOB: Destination
- * Payment Terms: 2nd Day 2nd Month
- * Specifications as per drawing. Deviations from drawing must be documented in writing agreed to by Isuzu DRE.
- * The seller agrees to participate in buyers supplier quality and development program.
- * The seller shall comply with all the quality and material submission requirements as specified in the Isuzu Prototype Processes and Procedures Manual.
- * Any deviation from the above requirements must be agreed to by your Isuzu Prototype Development Coordinator.
- * If you are unable to provide a quotation by the Reply Requested By date, please contact me as soon as possible with an explanation and expected timing.

SUPPLIER AUTHORIZED SIGNATURE: _____

DATE: _____

PROCESS FLOW DIAGRAM

Part Number: _____
 Part Name: _____

Date: _____
 Rev.: _____
 Page: _____ of _____
 Prepared By: _____

Step	◊ Fab ◯ Move △ Store □ Inspect				Operation Description	ITEM #	Important Qualities Characteristics	ITEM #	Control Characteristics

CONTROL PLAN

<input type="checkbox"/> Prototype <input type="checkbox"/> Pre-Launch <input type="checkbox"/> Production CONTROL PLAN NUMBER	Key contact/Phone	Date (Orig.)	Date (Rev.)
Part Number/Latest Suffix	Core Team	Customer Engineering Approval/Date (if Req'd)	
Part Name/Description	Supplier/Plant Approval/Date	Customer Quality Approval/Date (if Req'd)	
Supplier/Plant	Supplier Code	Other Approval/Date (if Req'd)	Other Approval/Date (if Req'd)

Part/ Process Number	Process Name/ Operation Description	Machine, Device, Jig, Tools For Mfg.	CHARACTERISTICS				Special Char.	METHODS				Reaction Plan
			No.	Product	Process	Product/Process Specification/ Tolerance		Evaluation/ Measurement Technique	SAMPLE		Control Method	
									Size	Freq.		

Potential Failure Mode and Effects Analysis (Process FMEA)

Item _____ Process Responsibility: _____ FMEA Number _____

Key Date: _____ Page _____ of _____

Model Year(s)/Vehicle(s) _____ Prepared by: _____

Core Team _____ FMEA Date (Orig) _____ (Rev) _____

Process Function/ Requirements	Potential Failure Mode	Potential Effect(s) of Failure	S e v	C l a s s	Potential Cause(s)/ Mechanism(s) of Failure	O c c u r	Current Process Controls	D e t e c	R. P. N.	Recommended Action(s)	Responsibility & Target Completion Date	ACTION RESULTS						
												Action Taken	S e r	O c c	D e t	R. P. N.		

Appendix B - Acronyms

ABS:	Acrylonitrile Butadiene Styrene
BIW:	Body-In-White
BOM:	Bill of Material
CMM:	Coordinate Measuring Machine
CNC:	Computer Numerical Control
DFMEA:	Design Failure Mode & Effect Analysis
DO:	Delivery Order
EDM:	Electronic Discharge Machining
EMS:	Engineering Material System
GD&T:	Geometric Dimension & Tolerance
GQTS:	Global Quality Tracking System
HSLA:	High Strength Low Alloy
IGES:	Initial Graphics Exchange Standard
IMSA:	Isuzu Manufacturing Services of America, Inc.
IPQP:	Isuzu Prototype Quality Procedures
ISR:	Initial Sample Report
ISZA:	Isuzu Motors America, Inc.
ISZJ:	Isuzu Motors Limited
LOM:	Laminated Object Manufacturing
MDM:	Math Data Manager
MSDS:	Material Safety Data Sheets
PR/C:	Problem Report and Countermeasure
Q/C:	Quality Control
RFQ:	Request for Quotation
SID:	Shipper ID Number
SLA:	Stereolithography Apparatus
SLS:	Selective Laser Sintering
SMC:	Sheet Molded Composite
SPACE:	Supplier Performance And Capability Evaluation
TPO:	Thermoplastic Polyolefin
UG:	Unigraphics
UOM:	Unit of Measure