



Supplier Resource Guide

The purpose of this Resource Guide is to strengthen our supplier's knowledge and understanding of General Fasteners Company (GFC) requirements. GFC aligns itself with supply chain partners that consistently provide superior quality, service and price. It is through collaboration with these partners that GFC is able to create a supply chain offering flexibility and visibility.

Questions regarding this Supplier Resource Guide should be directed to the appropriate Purchasing contact.

THE RIGHT PARTS
Every Time


www.genfast.com

Sourcing

Quotations

- Please contact the appropriate Commodity Manager to discuss new business opportunities.
- The GFC Request for Quote (RFQ) form is the preferred method for supplier response.
- RFQ timing is critical and is expected by the due date indicated on the RFQ. If the due date cannot be met, it is the supplier's responsibility to contact the initiator.
- GFC's RFQ form lists all information required for quotation. Supplier responses must contain all information requested. Common missing information includes: Price per thousand, Country of Origin, Weight and Standard Pack Quantity.
- Exceptions are discouraged; however, if quoting an exception, it must clearly be noted on the RFQ.
- Terms of sale for domestic quotes should be FOB Shipping Point, while international quotes should be quoted Ex Works (EXW).

Below is an example of the preferred method for supplier response.

 GENERAL FASTENERS COMPANY www.genfast.com		<h2>Request for Quotation</h2>												
QUOTE PROVIDED BY:	PLEASE INSERT COMPANY NAME HERE	DATE SENT:					DUE DATE TO GFC :							
QUOTE #		REQUESTED BY:					DISTRIBUTION POINT				U.S.A.			
PHONE #		EMAIL:					CONFIRM SOURCE OF SUPPLY - MANUFACTURED OR PURCHASED				PLEASE PICK AN OPTION			
<small>CONFIDENTIAL INFORMATION ENCLOSED, COMPLIANCE WITH THE FOLLOWING TERMS REQUIRED BEFORE PROCEEDING: By accepting and reviewing this document, the Recipient agrees that the information disclosed herein is the exclusive property of and proprietary to General Fasteners Company. The Recipient agrees, it will not: (a) use this Confidential Information for any purpose other than providing cost to the General Fasteners Company; (b) directly or indirectly copy or reproduce (in whole or in part) this Confidential Information; (c) disclose, reveal or otherwise provide access to this Confidential Information to any person or entity other than those who have a need to know in order to respond to this request. Any in-house employee of the Recipient who receives information shall hold said information in confidence and be obligated under the same terms as Recipient.</small>														
PPAP REQUIRED! Please be sure to review PPAP requirements on the tab labeled 'PPAP Requirements'.														
SEQ #	PART NUMBER	REV LEVEL	DESCRIPTION	EAU	MIN FAB	MIN SHIP	LBS/M	STD PACK QTY.	LEAD TIME (WKS)	BASE COST / M	PPAP COST	COUNTRY OF ORIGIN	SUPPLIER EXCEPTIONS	SUPPLIER COMMENTS
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
ADDITIONAL COMMENTS:			PLEASE ADVISE YOUR STANDARD CERTIFICATION COST:								PPAP REQUIRED?		Yes	
<small>All tooling or gauge charges must include detailed breakdowns and ownership clarification Exceptions and/or deviations to blueprint requirements must be prominently noted</small>														

Order Fulfillment

Purchase Orders

- All GFC purchase orders (PO) are subject to the Terms and Conditions published in this Supplier Resource Guide.
- Confirm PO's utilizing GFC's confirmation template included in the PO attachment. Please email confirmation within 48 hours to the Buyer listed on the first page of the PO; noting any changes or discrepancies. Any PO changes or discrepancies that prevent the supplier from processing the PO require daily follow-up by the supplier.
- The due date indicated on GFC PO is the date due on GFC's dock.
- On-time rating is based on the ability to meet supplier confirmed delivery dates. On-time delivery expectation is 100%.
- The quantity shipped must be within +/- 10% of quantity ordered and must be in standard pack quantity. GFC will not accept partial cartons. Exceptions require approval prior to shipment.
- Requests for order amendments and expedites require immediate attention and response within 24 hours.

Transportation

Shipping Instructions

- Shipments originating within North America
 - Under 300 lbs, ship UPS Ground Acct# 450755. The package reference field should include GFC's PO number and/or GFC's part number.
 - 300 lbs and more, please call GFC Freight Department at 888-221-9742 or you can obtain routing instructions by using GFC's Online Transportation Management System.
 - Mark BOLs 3rd Party billing to:
General Fasteners Company
37584 Amrhein Rd.
Livonia, MI 48150
- Shipments originating outside of North America
 - Please contact GFC's Freight Department at freight@genfast.com.
- Shipments being delivered to GFC's broker require a copy of the invoice, packing slip and bill of lading be emailed to import@genfast.com when the material ships.

Bill of Lading Requirements

GFC's preferred supplier bill of lading is the GS1 (VICS) standardized bill of lading. If a GS1 (VICS) standardized bill of lading is not used, the supplier is required to utilize a bill of lading containing the following fields:

- Shipper Location (includes the full name, address, and phone number)
- Destination Location (includes the full name and address)
- Bill to Location (includes the full name and address)
- Billing Terms: Check boxes for Prepaid, Collect, and 3rd Party (International suppliers may exchange this field for one that states the Incoterms)
- A space for a Pro Number Sticker
- Reference Field which contains GFC's PO Number
- Handling Units
- Handling Type
- Packages
- Weight
- Dimensions
- Description of Goods
- Freight Class
- Driver Signature

Packaging

Packing Slips

Packing slips must accompany each shipment. Each part number/lot number combination should be listed as a separate line. Please include a barcode on the packing slip with the Purchase Order number (only numerical digits), Total Quantity of lot shipped and the Lot Number. The packing slip must be must contain the following information:

- General Fasteners Company Part Number
- Purchase Order Number
- Part Number
- Part Description
- Quantity
- Lot Number
- Country of Origin
- Revision Level
- Carton Quantity
- Carton Weight
- Total Number of Cartons
- Total Number of Pallets
- Total Shipment Weight

Labeling

To ensure container labels meet the need of our receiving and inventory system, incoming supplier labels must conform to both AIAG and GFC's specifications.

- It is the responsibility of the suppliers to ensure all products are correctly identified with labels affixed to each container.
- Bar coding is an extremely important part in our overall distribution system. Labels are used to update our inventories that drive our ERP system and track material from receiving to in-process to inventory. Labels shall meet requirements as specified in this document and shall be approved by GFC.
- These requirements are based on several AIAG Guidelines, including but not limited to AIAG B-1, AIAG B-3, AIAG B-8, and AIAG B-10.
- All bar codes shall be type 3 of 9 (Code 39) and will require a Start and Stop Code. The quiet zone should be at least .25" (6mm) in width.
- Barcodes shall be .50" (13mm) in height and have a preferred ratio of 3.1 and X-dim width of 15 mil. Where the preferred size is not possible, barcodes should be at least .25" (6mm) in height, have a ratio no less than 2.5:1 and an X-dim width no less than 9 mil.
- All bar code fields shall be valid and scan correctly.
- Labels shall be white in color with black printing. Labels should be a minimum in size of 4" (100mm) in height by 6" (150mm) in width.
- All data should be left justified and each field programmed as illustrated on page 9.
- Each bar code shall have the appropriate data identifier as illustrated below. The data identifier shall be in parentheses (), at the end of each title block.

Label specifications include the following:

- Part Number - Data Identifier: P
 - A maximum of 15 characters can be used, but is not necessary to use all characters. The part number shall match the part number as listed on the GFC PO and inbound EDI release where applicable.
- Quantity- Data Identifier: Q
 - A maximum of 10 numeric characters may be used in the quantity.
- Supplier Number (Optional) – Data Identifier: V
 - The supplier number is assigned by GFC and does not vary between facilities (leading zeros shall be use if supplied by GFC). A maximum of 11 numeric characters may be used.
- Serial Number – Data Identifiers: Carton Label - S, Master labels - 4S, Mixed Load Label – 5S
 - A maximum of 9 characters can be used. Serial numbers shall not be used more than once within a 12-month period.
- Supplier Name and Location – Human-readable characters only
 - Supplier Company Name followed by the Supplier Address (City/State/Postal Code).
- Part Description – Human-readable characters only
 - Description of Part Number, should not exceed 36 characters.
- Purchase Order Number – Data Identifier: K
 - The PO Number shall not exceed 13 characters. The PO Number can be on the carton label or pallet label or both.
- Lot Number – Data Identifier: 1T
 - Lot Number can be alpha and/or numeric depending on the supplier’s methodology, but shall not exceed 15 characters. The lot number is an identification number assigned to a particular quantity or “lot” of material from a single manufacturer. The lot number will provide traceability throughout the life of the product.
- Revision Level – Data Identifier: 2P
 - Current Customer print level assigned by GFC’s Product Engineering is subject to the Production Part Approval Process (PPAP). The Revision Level shall be a minimum of one and a maximum of two characters and should match the Supplier PO.
- Country of Origin – Data Identifier: 4L
 - Country of Origin code must conform to ISO 3166-1 alpha 2.

Label Data Table – Elements Required, moderate dimensional variances are acceptable.

Field Name	Title Block	Data Identifier	Maximum Characters	Text Height
Part Number	PART NO. (P)	P	15	.50" 12mm
Quantity	QTY (Q)	Q	10	.50" 12mm
Supplier Number	SUPPLIER (V)	V	11	.25" 6mm
Serial Number	SERIAL (S)	S	9	.25" 6mm
Serial Number (Master Label)	SERIAL (4S)	4S	9	.25" 6mm
Serial Number (Mixed Load)	SERIAL (5S)	5S	9	.25" 6mm
Supplier Name & Location			60	.10" 2.5mm
Part Description	DESC.		36	.16" 4mm
Purchase Order Number	PO NO. (K)	K	13	.25" 6mm
Lot Number	LOT (1T)	1T	15	.25" 6mm
Date (International format)			11	.16" 4mm
Revision Level	REVISION (2P)	2P	2	.25" 6mm
Country of Origin	COO (4L)	4L	2	.25" 6mm

Label Attachment

- The most common shipping containers and their respective label locations are listed in the AIAG-B10 guidelines.
- Specific label placement requirements are listed below:
 - Small Cartons
 - ~ Small, palletized cartons require one (1) bar code label on the side of the container facing out.
 - Tubs/Baskets/Boxes
 - ~ Large metal tubs, wires baskets, crates or pallet boxes require one label on the front of the container.

Master Labels

- Master labels shall be attached on either end of the pallet that has an opening for a forklift. Master labels shall never be placed on top of the pallet. If the pallet is filmwrapped, the Master label should be attached to the film. If the material on the pallet extends to the full length of the pallet and the Master labels are damaged, the facility may ask the supplier to take the necessary steps to protect the labels.

Mixed Loads

- A pallet with mixed part numbers shall have a Mixed Load Label attached to either end of the pallet. Additionally, a pallet with mixed part numbers shall have one Master Label per part number, per lot number.

Banding

- If the pallet consists of multiple containers banded together, the banding shall not cover the Master Labels. In addition, should avoid covering tote or carton labels when possible. Banding should be plastic and not metal.

Label Samples

Sample 1: Carton Label for General Fasteners Company

(P) Part Number	<h1>CARTON LABEL</h1>						
(Q) Quantity	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">PART NO (P) 1004P </td> <td style="width: 40%;">COD (4L) AB </td> </tr> <tr> <td colspan="2">1/4-20 FIN HEX NUT GR 2 - PLAIN FIN SUPPLIER PART 12345678910ABCD</td> </tr> </table>		PART NO (P) 1004P 	COD (4L) AB 	1/4-20 FIN HEX NUT GR 2 - PLAIN FIN SUPPLIER PART 12345678910ABCD		Part Description (1T) Lot Number
PART NO (P) 1004P 	COD (4L) AB 						
1/4-20 FIN HEX NUT GR 2 - PLAIN FIN SUPPLIER PART 12345678910ABCD							
(V) Supplier Number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">QTY (Q) 012345678 </td> <td style="width: 50%;">LOT (1T) 1234567890ABCDEFGG </td> </tr> </table>		QTY (Q) 012345678 	LOT (1T) 1234567890ABCDEFGG 	(4L) Country of Origin		
QTY (Q) 012345678 	LOT (1T) 1234567890ABCDEFGG 						
(K) Purchase Order Number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">PO NO. (K) 9354456 </td> <td style="width: 50%;">SUPPLIER NO. (V) 03456 </td> </tr> </table>		PO NO. (K) 9354456 	SUPPLIER NO. (V) 03456 	Carton Weight		
PO NO. (K) 9354456 	SUPPLIER NO. (V) 03456 						
(S) Serial Number	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%;">SERIAL (S) 000570801 </td> <td style="width: 33%;">REVISION (2P) 1234567890A </td> <td style="width: 34%;">NET WT 99</td> </tr> </table>		SERIAL (S) 000570801 	REVISION (2P) 1234567890A 	NET WT 99	(2P) Revision Level	
SERIAL (S) 000570801 	REVISION (2P) 1234567890A 	NET WT 99					
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">GENERAL FASTENERS COMPANY</td> <td style="width: 40%;">03/16/17</td> </tr> </table>		GENERAL FASTENERS COMPANY	03/16/17			
GENERAL FASTENERS COMPANY	03/16/17						
	<p>Supplier Name Followed by Address (City/State/Postal Code)</p>						

Sample 2: Master Label for General Fasteners Company

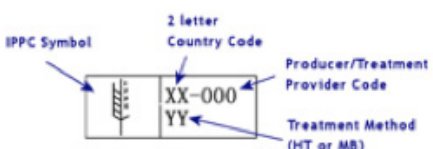

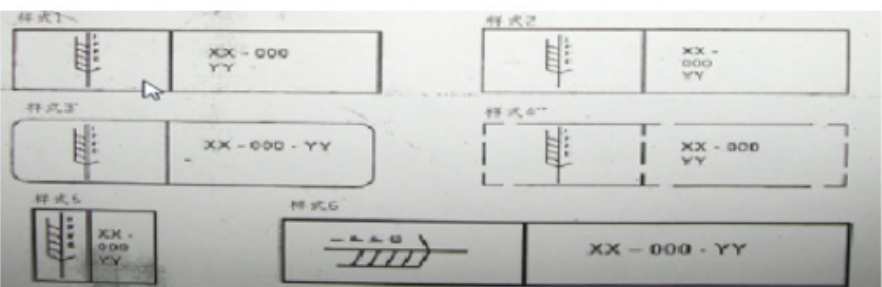


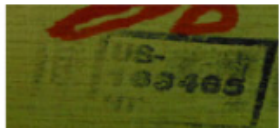

(P) Part Number	<h1>MASTER LABEL</h1>		Part Description						
(Q) Total Pallet Quantity	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">PART NO (P) 1004P </td> <td style="width: 50%;"></td> </tr> </table>		PART NO (P) 1004P 		(1T) Lot Number				
PART NO (P) 1004P 									
(V) Supplier Number	<table border="1" style="width: 100%;"> <tr> <td style="width: 60%;">1/4-20 FIN HEX NUT GR 2 - PLAIN FIN SUPPLIER PART 12345678910ABCD</td> <td style="width: 40%;">COO (4L) AB </td> </tr> </table>		1/4-20 FIN HEX NUT GR 2 - PLAIN FIN SUPPLIER PART 12345678910ABCD	COO (4L) AB 	(4L) Country of Origin				
1/4-20 FIN HEX NUT GR 2 - PLAIN FIN SUPPLIER PART 12345678910ABCD	COO (4L) AB 								
(K) Purchase Order	<table border="1" style="width: 100%;"> <tr> <td style="width: 50%;">QTY (Q) 012345678 </td> <td style="width: 50%;">LOT (1T) 1234567890ABCDEFG </td> </tr> </table>		QTY (Q) 012345678 	LOT (1T) 1234567890ABCDEFG 					
QTY (Q) 012345678 	LOT (1T) 1234567890ABCDEFG 								
(4S) Serial Number	<table border="1" style="width: 100%;"> <tr> <td style="width: 45%;">PO NO. (K) 9354456 </td> <td style="width: 10%;">SUPPLIER NO. (V) 03456 </td> <td style="width: 45%;"></td> </tr> <tr> <td>SERIAL (4S) 000023543 </td> <td>REVISION (2P) 1234567890A </td> <td>NET WT 99</td> </tr> </table>		PO NO. (K) 9354456 	SUPPLIER NO. (V) 03456 		SERIAL (4S) 000023543 	REVISION (2P) 1234567890A 	NET WT 99	(2P) Revision Level
PO NO. (K) 9354456 	SUPPLIER NO. (V) 03456 								
SERIAL (4S) 000023543 	REVISION (2P) 1234567890A 	NET WT 99							
	Supplier Name Followed by Address (City/State/Postal Code)								

Packaging

If product cannot follow within these specifications please contact GFC for packaging approval.

- Cartons
 - Carton weight not to exceed 35 pounds (15.88kg). Any weight exceptions need to be noted at time of quotation.
 - Only certified cartons are to be used.
- Pallet size
 - Preferred size: 36" x 36" (91cm x 91cm) and all solid wood packaging must conform to ISPM-15 standards when required.
 - Acceptable size range: Pallets will be accepted with a minimum size of 36" x 36" (91 cm x 91 cm) and a maximum size of 42" x 42" (106 cm x 106 cm).
- Pallet Height
 - Pallets are not to be stacked higher than 27" (68.58cm) from floor to top of pallet.

ISPM-15 Requirements

<p>Components of IPPC Markings:</p>	
<p>Examples of Acceptable Markings</p>	<p>All required elements Correct, Complete and Legible</p> 
<p>Acceptable Types of markings</p>	<p>Only below 6 styles of IPPC stamps will be acceptable</p> 
<p>Examples of NOT Acceptable Markings: (illegible/incomplete)</p>	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>Why?</p> <ul style="list-style-type: none"> ○ Provider Code not legible </div> <div style="text-align: center;">  <p>Why?</p> <ul style="list-style-type: none"> ○ Country of origin & Provider Code not legible ○ Incorrect treatment method (is MB, should be HT) </div> </div>
	<div style="display: flex; justify-content: space-around;"> <div style="text-align: center;">  <p>Why?</p> <ul style="list-style-type: none"> ○ IPPC Symbol is missing </div> <div style="text-align: center;">  <p>Why?</p> <p>Treatment type is unclear</p> </div> </div>

Quality Assurance

Production Guidelines

- Any request for changes in manufacturing process such as, but not limited to, heat treat source, plating source or source of supply, must be communicated by using the Supplier Process/Product Change Request form located on the GFC website. Changes are not permitted without prior approval regardless of whether a formal sample submission (ex. PPAP) was previously required or not.
- GFC prohibits the use of conflict minerals as defined in the 2010 Dodd-Frank Act.

Supplier Scoring

- Quality and Delivery scores are generated and reported quarterly. Please contact the appropriate Commodity Manager for additional details on how to view this information.

Documentation Submissions

- Material composition information for compliance reporting such as ELV, ROHS and REACH, must be submitted via IMDS. If a sample submission (ex. PPAP) is required, IMDS information must be submitted with the sample submission.
- If certifications are required, submit electronically to suppcerts@genfast.com. The email subject should include GFC's PO number, GFC's part number and the lot number.

Production Part Approval Process (PPAP)

- Requests for PPAP will be communicated via the GFC “Request for Quote”. A separate tab within the spreadsheet is identified as “PPAP Requirements”. Submission requirements are communicated within this tab via the “GFC Production Part Approval Process (PPAP) Requirements”. While these are the minimum requirements, customer specific requirements may also be required. The customer specific requirements will be communicated at time of quote. GFC reserves the right to seek additional information when requested by its customer.
- PPAP documentation is to be submitted electronically to ppap@genfast.com.
- Sample submission should be sent to:
Attn: PPAP Coordinator
General Fasteners Company
37584 Amrhein Rd.
Livonia, MI 48150
- Each page of the PPAP documents must have the print part number and revision level. All documents must conform to the current edition of the AIAG PPAP manual.
- PPAP submission must include the following items:
 - Part Submission Warrant made out to General Fasteners Company
 - Drawing (as provided by GFC) - ballooned drawing corresponding to all dimensional results, including any notes listed.
 - Dimensional Results – 6 numbered pieces (individual readings required for all characteristics on the drawing)
 - Control Plan
 - Process Flow Diagrams
 - Process FMEA
 - Measurement System Analysis Studies (Gage R&R) – for all gages listed on control plan. Studies must not be more than 12 months old.
 - Initial Process Capability Studies for special characteristics (100 pieces: Ppk or Cpk > 1.67)
 - ~ When no special characteristic(s) is identified on the drawing, the supplier shall choose the characteristic(s) that they deem significant based on their process/product knowledge to perform the study on.
 - Material and Performance Test Results.
 - Qualified Laboratory Documentation – Any commercial testing laboratory used must be accredited (ex. ISO 17025) for the testing performed. PPAP must include evidence of accreditation. If an IATF 16949 manufacturer’s in-house laboratory is used, include a copy of the in-house laboratory scope. Test reports must not be more than 12 months old.
 - Sample Parts – 6 numbered pieces used to perform the PPAP layout plus an additional 18 pieces (unless otherwise specified).
 - Approved Part Submission Warrant forms (when applicable) from all sub-suppliers performing secondary operations on the part (i.e. heat treating, plating, etc.)
 - International Material Data System (IMDS) information: Data must be entered directly into the IMDS database (Company ID: #11309) prior to PPAP submission.
IMDS website: www.mdssystem.com
 - Material Safety Data Sheet (MSDS): Required for any surface finish, plating, coating, thread adhesive or patch applied on the finished product.

Non-Conforming Material (NCM)



37584 Amrhein Rd.
Livonia, MI 48150
(734) 452-2400

Nonconformance Report

NCR #:	0000001		
Date Issued:	03/04/2021		
GFC Part #:			
Part Description:			
Customer Part #:			
Supplier Name:			
Supplier Code:			
GFC PO # or Work Order #:			
WHS #:			
Quantity (In Stock):	0		
Lot #:			
Bin (Location) ID:			
Sample Size Inspected:			
# Samples NC:			
NCM Type/Reason Code:			
Cause/Concern Type:			
Applicable Spec:			
Corrective Action Required :	No	Corrective Action Due:	
Nonconformance Detail			
Sample of NCR document.			
Distribute to:			
NCR Assigned To:			
DMC:			
Supplier Quality Engr:			
QA Technician:			
Customer Service:			
Planner Name:			
Commodity Manager:			
Branch Manager:			
Other(1):			
Other(2):			

Doc ID: 82902
Revision: A

• Notification

- When non-conforming material is detected a Non-Conformance Report (NCR) is issued. The GFC Non-Conforming Material (NCM) Coordinator will provide the supplier, via email, a copy of the NCR, and any supporting detail that is available, such as images, test results, certs, etc. When notified, the supplier will be advised when conforming replacement product is required in the GFC warehouse.

- **Samples (Non-Conforming Material)**

- If a sample of the non-conforming material is required, the supplier must provide a preferred shipping method, account number, and address. GFC will not cover costs to send samples of non-conforming material.

- **Replacement Material**

- The GFC NCM Coordinator will inform the supplier when new material is needed in GFC warehouse. Material may require expediting on supplier side to avoid line interruptions. Any expedited charges will be the supplier's responsibility.
- Any proposed rework must be approved by GFC Quality Department before shipping to GFC warehouses. Rework will be approved or denied on a case by case basis.
- GFC has the right to procure conforming product or sort for conforming product and charge the cost back to supplier.

- **Disposition of Material**

- Non-conforming material that is in a GFC warehouse and/or the end user facility will require a return or scrap authorization. GFC requires this information within 48 hours of NCR being submitted. The preferred shipping method, account number, and address are required for shipping material back.

- **Fees**

- There is a mandatory administrative fee of \$250 for each NCR written. If there are any immediate needs for sorting, shipping or rework, GFC will charge these costs back. Any additional charges incurred by the end user as a result of the non-conforming material will be passed on to the supplier, including but not limited to sorting, rework, down time, etc.

Corrective Action

- **Notification**

- When a formal corrective action is required, it will be communicated on the NCR. The Box labeled as: “8-D Corrective Action Response Required” will indicate – “Yes”.

- **Response Format**

- The corrective action is to be completed using the GFC 8 Step Problem Solving Form included with the NCR unless otherwise directed by GFC Supplier Quality personnel. Time-lines for Containment, Root Cause Investigation, and Final Corrective Action are included in GFC 8 Step Problem Solving Form. Instructions for completion of the 8D form are included on the last page. If there are any questions related to the corrective action request or how to complete the form, please contact the GFC SQE identified on the NCR. Call 734-452-2400 and request or dial by name.

- **Response Time**

- Corrective actions are required to be sent within a 15 day window. Steps 1-3 are required within 24 hours of notification. Step 4 required within 5 days. Steps 5-7 required within 10 days.

- **Submission of Corrective Action**

- All responses are to be submitted electronically to the NCM Coordinator identified on the NCR.
- The file name must include the NCR number:
Example – “Corrective Action - NCR 0001234”

Payables

Invoices

- All Invoices should be submitted after the material has shipped from the supplier's dock.
- All Invoices must be submitted electronically in pdf format to ap@genfast.com.
Invoices that are mailed in hard copy format may result in delays in payment.
- Do not send statements or other correspondence to the ap@genfast.com address. Other correspondence should be sent to the assigned AP Specialist.
- Invoices must include the following information at a minimum:
 - Supplier Name and Address
 - Invoice Number
 - GFC PO Number
 - GFC Ship to Location
 - GFC Part Number
 - Description of the Item
 - Quantity Shipped
 - Unit Cost
 - Unit of Measure
 - Currency (if not USD)
 - Extended Cost per Item
 - Total Invoice Cost
 - Invoice Date
 - Ship Date
 - Delivery Method
 - Payment Terms

Purchase Order Conditions

ACCEPTANCE: Any proposal for additional or different terms or any attempt by Seller to vary in any way any of the terms of this Order whether in Seller's quotation form, acknowledgment form, invoice or otherwise shall be deemed material and is hereby objected to and rejected, but such proposal or attempted variance shall not operate as a rejection of this Order if Seller accepts Buyer's offer by commencement of work, shipment or performance, or by other means, in which case this Order shall be deemed accepted by Seller without any additional or different terms or variations whatsoever. If this Order is deemed to be an acceptance of a prior offer by Seller, such acceptance shall be limited to the express terms contained herein. Any proposal for additional or different terms in such prior offer by Seller shall be deemed material and is hereby objected to and rejected.

LABELING, PACKING AND SHIPMENT: All Goods are to be suitably prepared for shipment and must be labeled, packed and shipped in accordance with Buyer's specifications. Seller shall not charge Buyer for labeling, packing, boxing or crating except as stated otherwise in this Order. If Goods are not shipped in accordance with Buyer's directions and/or the instructions set out in this Order, if any, then Seller shall pay or reimburse Buyer, as the case may be for any excess cost occasioned thereby.

DELIVERY: Time is of the essence of this Order. Deliveries are to be made both in the quantities and at the times specified herein, or if not specified herein in such quantities and at such times as may be indicated in Buyer's releases or other instructions. If the delivery date specified in this Order is marked "as scheduled", "as directed" or in some other similar fashion, Buyer will issue from time to time releases or other shipping schedule authorizations specifying shipping dates, quantities and destination. If Seller is unable to make shipments as specified in this Order or in a release or schedule authorization, the Buyer must be notified immediately. Unless otherwise set forth in this Order or otherwise agreed to in writing by Buyer, delivery of all Goods under this Order shall be FOB Buyer's facility.

DELAYS IN DELIVERY: If any of Seller's deliveries or performance fails to meet schedule other than by reason of an excusable delay, Buyer may, without limiting or affecting its other rights or remedies in any manner whatsoever, direct expedited routing and charge to Seller all excess costs incurred thereby. All additional handling charges and other expenses (whether related or not) resulting therefrom shall be chargeable to Seller and payable upon demand. An excusable delay shall not constitute a default hereunder. If Seller or Buyer is subject to one or more excusable delays, which persist for more than six (6) months in the aggregate, then the other party may cancel the then remaining balance of this Order. The term "excusable delay" means any delay in making or accepting deliveries or performance which results without fault or negligence on the part of the party whose performance has been delayed and which is due to causes beyond such party's control, such as acts of GOD or of a public enemy, any preference, priority or allocation order issued by government or any other act of government, any act of the other party hereto, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, and delays of a supplier due to such causes, the term "excusable delay" shall not, however, mean or include financial difficulties.

CERTIFICATES OF ORIGIN, ETC: Upon request, Seller shall furnish immediately to Buyer certificates of origin or domestic value-added and all other information relating to the costs and places of origin of Goods or Services and the materials contained therein or used in the performance thereof, as may be required by Buyer to comply fully with all customs, tariff or other applicable governmental regulations. Seller shall comply with all such regulations, Seller shall indemnify Buyer, Buyer's Affiliates and their respective customers against all losses, costs or damages (including any fines or penalties) resulting directly or indirectly from Seller's delay in furnishing such certificates or other information to Buyer and from any errors or omissions contained therein and from any non-compliance by Seller with the aforesaid regulations, for purposes of this Order, an "Affiliate" of a particular party shall mean (i) any entity which has a direct or indirect beneficial equity interest in the party, (ii) any entity in which the party has a direct or indirect beneficial equity interest, (iii) any entity in which a direct or indirect beneficial equity interest is held by a third party which also has a direct or indirect beneficial equity interest in the party, and (iv) such party's directors, managers, partners, stockholders, members, employees and agents.

PRICE WARRANTY: Seller warrants that the prices for Goods and Services are and shall remain not less favorable to Buyer than the prices currently extended to any other customer of Seller for the same or substantially similar goods or services in the same or substantially similar quantities and delivery requirements. If Seller reduces the prices it charges to any of its other customers of such same or substantially similar goods or services during the term of this Order, Seller shall reduce the prices of Buyer's Goods and Services correspondingly, Seller warrants that the prices shown on the Order shall be complete, and no additional charges of any type shall be added without Buyer's express written consent. Seller expressly assumes the risk of any event or cause (whether or not foreseen) affecting such prices.

WARRANTIES REGARDING GOODS AND SERVICES: Seller expressly warrants that all Goods and Services, including without limitation any special tools, dies, jigs, fixtures, pattern, machinery and equipment, obtained at Buyer's expense for the performance of the Order and/or which are to be the property of Buyer, shall conform to all drawing, specification, samples and other descriptions furnished, specified or adopted by Buyer, shall be merchantable, free from any defects in material and workmanship, and free of all liens, claims and encumbrances whatsoever. If Seller knows, or has reason to know, the particular purpose for which Buyer intends to use the Goods or Services, Seller warrants that such Goods or Services shall be fit and sufficient for such particular purpose. Seller's warranties are available to, and for the benefit of Buyer, Buyer's Affiliates and their respective successors, assigns and customers and users of products containing Goods or Services. These warranties shall be in addition to all other warranties available under applicable law. Seller shall indemnify and save Buyer, Buyer's Affiliates and their respective successors and assigns harmless from any breach of these warranties and, for greater certainty, no limitations on Buyer's remedies in Seller's documents, if any, shall operate to reduce this indemnification. Seller shall also indemnify Buyer from and against all liability or damages (including any lost profits, recall costs or other consequential damage) imposed upon Buyer resulting from acts or omissions of Seller in respect of these Goods or Services.

DEFECTIVE GOODS OR SERVICES: If any Goods or Services fail to meet the warranties referenced above, Seller upon notice thereof from Buyer at any time, shall promptly repair, replace or otherwise satisfactory deal with the same in an acceptable manner to Buyer in its sole discretion, all at Seller's sole cost and expense and without limiting Buyer's other rights or remedies hereunder or otherwise. Seller's warranties shall also apply to such repaired, replaced or otherwise satisfactorily dealt with Goods or Services. If Seller fails to repair, replace or otherwise deal in a satisfactory manner with defective or non-conforming Goods or Services, Buyer may cancel Order as to the particular Goods or Services and/or cancel the then remaining balance of this Order. After notice to Seller, all such defective or non-conforming Goods shall be held at Seller's risk. Buyer may, and at Seller's direction shall, return such Goods to Seller at Seller's risk, and all transportation charges, both to and from the original destination, shall be paid by Seller. Any payment for such defective or non-conforming Goods or Services, shall be refunded by Seller, except to the extent that Seller promptly replaces or corrects the same at Seller's expense. Seller shall also reimburse Buyer a fixed sum of \$150 for each rejection to cover Buyer's re-inspection and re-processing costs.

PROPRIETARY RIGHTS: Seller shall hold and save Buyer, Buyer's Affiliates and their respective successors, assigns and customers, and users of products sold by Buyer incorporating Goods or Services provided by Seller harmless from all loss and/or liability of any nature or kind, including damages, court costs and legal consulting and accounting fees and expenses, arising or existing because of the infringement or alleged infringement of any patent, trademark, copyright, industrial design or process of manufacture for or on account of the manufacture, sale or use of any Goods, or Services, or products incorporating Goods or Services, except where strict compliance by Seller with specifications prescribed by and originating with Buyer constitutes the sole basis of the infringement or alleged infringement. Buyer shall notify Seller in writing, of any suit filed against Buyer or Buyer's Affiliates, or their respective successors, assigns or customers, or users of products said by Buyer incorporating Goods or Services on accounts of any such infringement or alleged infringement, and at Seller's request, shall give Seller control of the defense of such suit insofar as Buyer has the authority to do so; provided, however, that Seller shall not settle any such suit without the prior written consent of Buyer. Buyer shall provide reasonable information and assistance in connection therewith, all at Seller's expense. Buyer and the party against whom suit is brought shall have the right to be represented by their own counsel and actively participate in any such suit, and the reasonable costs of such representation shall be paid by Seller on demand.

RIGHT OF OFFSET: Any amounts payable by Seller to Buyer or Buyer's Affiliates, or their respective successors, assigns or customers, or users of products under this Order or otherwise may, at the option of Buyer, be set off against any amounts payable by Buyer to Seller under this Order.

COMPLIANCE WITH LAWS: Seller warrants compliance with all federal, provincial, state and local laws, ordinances, rules and regulation, and all amendments thereto, that are applicable to this Order and shall furnish Buyer with certificates of such compliance where required there under or when requested by Buyer. It is also agreed that each invoice rendered to Buyer under this Order shall constitute written assurance by Seller that Seller has fully complied with all applicable laws; ordinances, rules and regulations. Seller shall notify Buyer of all "hazardous materials," "hazardous

waste”, “hazardous substances”, “pollutants”, “contaminants” or other such terms used to define a substance having an adverse effect on health or the environment under any federal, state or local statute, regulation or ordinance, which are contained in Sellers products. Seller shall furnish Buyer with copies of applicable “Material Safety Data Sheet” no later than the initial shipment date under this order. Seller shall also comply with all International Material Data System (IMDS) requirements as applicable to this order.

TERMINATION UPON NOTICE: Buyer may terminate this Order in whole or in part at any time by written notice (including notice by facsimile) stating the extent and effective date of such termination. Upon receipt thereof, Seller shall, to the extent directed by Buyer, (i) stop work under this Order and any other orders related to work terminated by such notice; and (ii) protect all property in Seller’s possession or control in which Buyer has or may acquire an interest. Seller shall submit to Buyer any claims relating to such termination as soon as possible, but in any event within thirty (30) days of the effective date of such termination. Seller hereby grants Buyer the right to audit and inspect its books, records and other documents relating to its termination claims.

TERMINATION UPON DEFAULT: Buyer reserves the right to terminate this Order in whole or in part for default occasioned by Seller’s failure to perform in accordance with the requirements of this Order. Such termination shall be without liability to Buyer except for completed Goods delivered or Services performed, and accepted by Buyer. Seller shall be liable for damages incurred by Buyer or Buyer’s Affiliates, or their respective successors, assigns or customers, or users of products caused by or resulting from Seller’s default.

TERMINATION UPON INSOLVENCY OR BANKRUPTCY: Either party may cancel this Order without liability in the event of the insolvency, bankruptcy, reorganization, arrangement, receivership or liquidation by or against the other party or if either party makes an assignment for the benefit of creditors or ceases to carry on business in the ordinary course.

WAIVER: Either party’s failure to insist on the performance by the other party of any term or condition hereof or failure to exercise any right or privilege reserved herein, or either party’s waiver of any breach of default hereunder by the other party shall not, thereafter, waive any other terms, conditions, rights, privileges, breaches or defaults, whether of the same or a similar type or not.

GOVERNING LAW: This Order shall be interpreted and enforced in accordance with the local, domestic laws of the State of Michigan and of the United States, exclusive of the choice of law rules thereof. For greater certainty, the U.N. Convention on Contracts for the international Sale of Goods shall not apply to this Order.

REMEDIES: Buyer shall be entitled to exercise and resort to all rights and remedies for any breach of this Order by Seller as are afforded to Buyer at law or in equity, including, without limitation, rescission, specific performance, action for damages, adjustment to the purchase price or such other remedies and relief as may be afforded to Buyer under this Order or by a court of competent jurisdiction.

INDEMNIFICATION: Seller shall defend, indemnify, and hold harmless Buyer, Buyer's Affiliates, and their respective successors, assigns or customers, and users of products (the "Indemnified Parties") from and against any and all claims, demands, liabilities, fines, penalties, loss, damage, cost and expense of whatsoever nature, including attorneys' fees incurred by any Indemnified Party arising out of, occasioned by or resulting from any breach of this Order by Seller, the performance of Services or the sale of Goods hereunder by Seller, or defect of design, material, or workmanship of Goods or the failure of Goods to conform with Buyer's specifications, drawings, and data, in each case whether or not occasioned by recklessness or negligence.

CONFIDENTIAL INFORMATION: Seller shall not disclose to any third party or use any trade secrets, proprietary information or other confidential information of Buyer's concerning this Order or other material intended for use in connection with this Order without Buyer's prior written consent. Any knowledge or information which Seller may disclose to Buyer in connection with the purchase of any Goods or Services hereunder shall not, unless Buyer otherwise specifically agrees in writing, be deemed to be confidential information of Seller and shall be acquired free from any restriction as part of the consideration for this Order.

ASSIGNMENT: Seller may not assign any of its rights or obligations under this Order without the prior written consent of Buyer. Buyer may assign its rights and obligations under this Order without notice to or the consent of Seller. This Order shall be binding on and inure to the benefit of Seller and Buyer and their respective successors and permitted assigns.

ENTIRE AGREEMENT: These terms and conditions and the Order of which they are a part is intended by the parties as, and shall be deemed to be, the complete and final expression of the agreement of the parties as to the matters contained herein and therein. No representations, understandings or agreements have been made or relied upon in the making of the agreement among the parties other than those specifically set forth herein. The Order can only be modified in writing signed by both parties. No previous course of dealing between the parties or trade usage may be used to interpret, limit or otherwise impair the operation of the Order.