



# SL Commercial Requirements File

## 1) All potential bidders who receive this request for quoting package must adhere to this confidentiality provision:

Buyer is furnishing to bidder quotation package that includes prints and sketches regarding buyer's future programs. Bidder understands that SL information is a valuable trade secret of Buyer and that the use of or disclosure of such information by other could cause a loss of a competitive advantage to Buyer and result in serious, irreparable harm to Buyer. Accordingly, Bidder agrees that it will not use the SL information except to perform its obligations under this RFQ (Request for quotation), and that it will keep the SL information strictly confidential and will not disclose such information to anyone, others that Bidder's employees who have a need to know such information.

Bidder agrees to promptly notify Buyer when it obtains information as to any unauthorized possession, use or disclosure of the SL information by any person or entity. Bidder will promptly furnish full details of such possession, use or disclosure to Buyer, and immediately take any reasonable actions requested by Buyer to prevent recurrence of said possession, use or disclosure. At the request of buyer, Bidder will immediately return to the Buyer the SL information and all copies thereof.

2) Any non-confidential suggestions regarding changes in specification or designs that help reduce cost or improve quality are welcomed and should be submitted as part of your quotation. SL is interested in your innovative ideas Target: At least 6 Ideas per Year

3) SL might request the supplier to perform workshops at their facilities in order to identify potential cost shared productivity's.

4) Engineering changes required for prototypes, pilot and start of regular production can occur at any time. Supplier must ensure that engineering changes are incorporated without jeopardizing cost or timing and then only when authorized by the buyer.

5) Supplier must show proof of product liability insurance 10,000,000 USD/any occurrence; 10,000,000 USD/Year

6) Unless otherwise directed in writing, SL owns all designs of tooling used to produce purchase parts (according to the equipment / tool loan agreement and General Terms & Conditions) suppliers must properly identify and tag all SL tooling. SL will pay tooling invoices when full PPAP approval has been documented, Tool Loan Agreement signed by both companies, tool design records and electronic files, received by SL and contingency plan updated.

7) Supplier must maintain, refurbish and replace as required all tooling for the life of the part

8) Supplier commits to submit to SL a bi-weekly tooling/project status report/Gantt (or Key dates sheet). Supplier is expected to identify roadblocks and to recommend strategies to overcome any problems that could affect PPAP submission commitments but if not respected, and PPAP is not fully approved in the agreed time due to supplier's issues a financial charge of 1% of Tooling/investment cost



## SL Commercial Requirements File

(for a maximum of 1,000 USD) per delayed week will be deducted from tool cost. In the same way, a financial charge of 500.00 USD will be debited per each PPAP submission being rejected.

- 9) Supplier has reviewed and accepts SL's General Terms and Conditions.
  
- 10) Supplier must supply a contingency plan that will ensure that a steady flow of parts are sent to SL without disruption.
  
- 11) Supplier guarantees that enough resources will be assigned to support this program and such resources could be audited by SL at any time during the development of the program.

Supplier's agreement to SL Commercial Requirements File:

---

SUPPLIER REPRESENTATIVE