

Contractor/Capital Equipment Supplier Manual May 2023

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Contractor/Capital Equipment Supplier Acknowledgement of Receipt Form

I / we have received the Gentex Contractor/Capital Equipment Supplier Manual and certify that we have read and understand all requirements and duties and agree that they along with the <u>Gentex Corporation Terms & Conditions</u> are binding on our relationship with Gentex Corporation.

Contractor/Capital Equipment Supplier Name:					
Business Address:					
Principal in Charge:					
	Signature	Date			
	Print Name				
Please complete and re	eturn a copy of this form to <u>sup</u>	oplier_cert@gentex.com.			

Preface

Gentex Corporation ("Gentex") has developed this manual to give guidance and direction to all our suppliers and their affiliated companies of capital equipment and contractors ("Contractor/Equipment Supplier"). This manual is utilized by Gentex personnel to promote equality in the way we work with Contractors and Equipment Suppliers. We believe it is imperative that all Contractors and Equipment Suppliers are treated equitably and that each Contractor/Equipment Supplier understands what is expected of them prior to supplying equipment or contracting work with Gentex.

Gentex Corporate Philosophy

Gentex's stated mission is to be a smarter organization; a world-class manufacturer with superior products and service driven by a supportive work culture that encourages people to innovate, excel, and continually improve every aspect of the business.

Our goal is to maximize customer satisfaction. Gentex believes this can best be achieved through an unwavering commitment to quality that is fueled by sustained continuous improvement. Gentex's long-term prosperity is ensured only when product value, service, and customer responsiveness are continually enhanced. Consequently, no part of the organization is immune from participating in the never-ending process of continuous improvement.

Innovation is a Gentex hallmark. Incremental improvements ensure that each development continues to enhance customer value over the life of the product.

Gentex understands Contractors and Equipment Suppliers play an integral part in maximizing our customers' satisfaction. Gentex believes that through open lines of communication with the entire supply chain, we can maximize the quality of the product, while maintaining excellent delivery, cost, and unparalleled service to our final customer.

Contractor/Equipment Supplier Sustainability Expectations

At Gentex, social responsibility has been the focus of our business from the start. From aerospace products to fire protection warning devices to automotive products and features that protect drivers and their passengers as well as pedestrians from road hazards, Gentex has always been in the business of safety.

In alignment with our Board of Directors, Gentex incorporates environmental, social, and corporate governance issues into our decision-making processes and our business policies, operating in accordance with all applicable laws and seeking adherence with international human rights conventions in defiance of child labor, forced labor, and human trafficking. To evaluate suppliers fairly, the Company will begin requiring completion of sustainability assessments.

Suppliers are encouraged to review our corporate sustainability report http://www.gentex.com/corporate/sustainability. which we update as our programs continually improve, in order to align the policies and practices that guide our environmental, social, and corporate governance requirements and industrial best practices. Suppliers are encouraged to use recycled and/or sustainable materials whenever possible. Commitments to carbon neutrality that align with Gentex will become required by all suppliers as we must work together to achieve this goal.

Furthermore, we expect our suppliers to join us in striving to adhere to the United Nations' Global Compact Principles, including the defense of human rights, the implementation of protective labor policies, environmental responsibility, and anti-corruption practices. For more information, please review www.unglobalcompact.org/AboutTheGC/TheTenPrinciples/index.html.

Additional supplier expectations related to matters of corporate sustainability are located throughout this document. Please review them carefully.

Gentex Environmental Commitment

Gentex Corporation places a high priority on conducting its business in a sustainable manner that places the least practical burden on the environment, while protecting the health and safety of our team members and partners.

Gentex has been working toward this vision since 1999, when we began the establishment of an environmental management system based on the ISO 14001 international environmental management standard. ISO 14001 outlines a structured management system to achieve and demonstrate sound environmental performance by controlling the impact that our activities, products, or services have on the environment.

As our partner, it is important to us that you understand your role in helping us achieve this vision. Toward that end, Gentex has prepared an Environmental Policy that establishes the foundation for our environmental management system that communicates your responsibilities as a Gentex partner.

Contractor/Equipment Supplier Diversity

Gentex is an equal opportunity employer. Gentex is committed to diversity in all aspects of its business, including Gentex's diversity, equality, and inclusion initiatives. Our commitment is to maximize their participation through the development of mutually beneficial business relationships, which will ensure that quality materials and services are provided to the corporation in a timely and cost-effective manner.

Gentex, at its discretion, will develop mentoring relationships with key diverse suppliers to help develop business systems and encourage them with new technologies and future growth. We understand that the commitment to these businesses not only benefits the supplier, but it also benefits the greater business community.

Gentex Visitor Policy

Due to the proprietary nature of the business, Gentex has established policies and procedures which all visitors agree to follow as a condition of access to Gentex premises. Visitors must comply with all check-in and check-out procedures established for the facility they are visiting. All visitors must register and display a valid visitor identification badge when entering all internal areas, and any other area designated as badge-only. Visitors agree to maintain strict confidentiality of all Gentex proprietary information, remain with their designated Gentex sponsor at all times, and are prohibited from using cameras or other photographic/video devices while on the premises.

Gentex Ethics Statement

- Gentex employees will avoid the intent and appearance of unethical or compromising practices in relationships, actions, and communications.
- Gentex employees will refrain from any private business or professional activity that would create a conflict between personal interests and the interests of Gentex.
- Gentex employees will refrain from soliciting or accepting money, loans, credits, or prejudicial discounts, and the acceptance
 of gifts, entertainment, favors, or services from present or potential suppliers that might influence, or appear to influence,
 Gentex Purchasing decisions. All such actions are strictly prohibited. Gentex employees will promote positive
 Contractor/Equipment Supplier relationships through courtesy and impartiality in all phases of the purchasing cycle.
- Gentex employees, directors, and officers will abide by the Gentex Corporation Code of Business Conduct and Ethics adopted by the Board of Directors on February 26, 2004, and located on the Gentex website at www.gentex.com/Code-of-Ethics.pdf.
- Contractors and Equipment Suppliers shall comply with the above requirements or their adopted requirements which are substantially similar to those herein.

Contractor/Equipment Supplier Relations

Gentex Corporation supports Best-in-Class Contractor/Equipment Supplier relations in meeting our needs and the needs of our customers. The focus of Best-in-Class is to work with leaders in the industry that are the most competitive in cost, quality, service, and technology. Best-in-Class is characterized by objective cost targets, long-term commitments, and continual open communication between Gentex and the Contractor or Equipment Supplier.

Contractors and Equipment Suppliers who actively work to facilitate these goals will be rewarded with new or re-sourced business opportunities from Gentex. This commitment is an evolution and will likely take several years to fully develop.

Contractor/Equipment Supplier Responsibilities

- Contractor/Equipment Supplier shall ensure that they hold the required certificates, licenses and any other documents required to perform work for Gentex.
- Contractor/Equipment Supplier shall perform all services in a workmanlike manner.
- Contractor/Equipment Supplier will work with Gentex to support Gentex sustainability initiatives and to apply sustainability initiatives in the Contractor's and Equipment Supplier's operations as defined in the Gentex Sustainability Update report.
- Contractor/Equipment Supplier will maintain Gentex Confidentiality and sign a non-disclosure agreement.
- Contractor/Equipment Supplier agree that they, their subcontractors (if applicable) and respective employees will keep Gentex information confidential and not share such information with any third party.
- Contractor and Equipment Supplier will keep Gentex informed of all activities that may affect the total quality, delivery, and cost of services and/or equipment.
- Contractor/Equipment Supplier will inform Gentex of changes in economic or other conditions that might affect purchasing decisions.
- Contractor/Equipment Supplier will notify Gentex of any issues that relate to the ability to provide services and/or equipment within the pre-determined delivery window. Examples to include, raw material availability, etc.
- Contractor/Equipment Supplier will negotiate purchase contracts as requested by Gentex.
- Contractor/Equipment Supplier agree that the Gentex Corporation Terms & Conditions apply to the purchase of all products and services delivered by the Contract and Equipment Supplier.
- Contractor/Equipment Supplier will conduct negotiations ethically, without attempts to influence through offering valuable personal gifts or entertainment.

- Contractor/Equipment Supplier will present all technical, engineering, systems, policies, services, and other support to improve Gentex present or future use of the Contractor and/or Equipment Supplier's products or services.
- Contractor/Equipment Supplier will provide material certifications that demonstrate compliance with all performance specifications if applicable.
- Contractor/Equipment Supplier will package to protect the product during shipment and maintain the integrity of the product during storage if applicable.
- Contractor/Equipment Supplier will label the product per Gentex labeling instructions if applicable.
- Contractor/Equipment Supplier will provide product and/or services in accordance with customer specific requirements as communicated through prints, specifications, or any other written correspondence provided by Gentex purchasing, engineering, or quality team members.
- Contractor/Equipment Supplier will participate in cost savings initiatives, and tracking and reporting of savings as requested by Gentex.
- Contractor/Equipment Supplier are expected to maintain 100% on-time delivery and also maintain a PPM of zero if applicable.
- Contractor/Equipment Supplier will declare any hazardous materials that are provided to Gentex. A list of these materials can be found at <u>www.gadsl.org</u>.
- Gentex instructions for shipping product listed on the purchase order will be followed without deviation.
- Contractor/Equipment Suppler will comply where applicable with all international customs regulations. U.S. Customs requires 100% accurate shipments. In the case of over or under shipments versus the shipping documentation, Gentex will notify Customs and make the appropriate adjustments with Customs and the Contractor/Equipment Supplier.

Non-Conformances

Gentex may create a non-conformance (NC) notification when supplier provided material or components are suspect and need to be quarantined. The NC notification will be sent with a red, yellow, or green response level – see below. Gentex will determine if the product is defective. Material and components are defective when:

- Material is out of specification
- Material is packaged improperly
- Material is labeled improperly
- Material has exceeded the predetermined shelf life
- Material does not meet form, fit, function, or appearance intent
- Material is damaged upon receipt at Gentex
- Material arrives with improper documentation from international suppliers This includes a .pdf of the following: Packing list, Bill of Lading, Invoice.
- Material does not meet design intent

When defective material is found, Gentex reserves the right to apply financial ramifications.

Liability Insurance

All Contractors/Equipment Suppliers providing contractual or equipment installation work at any Gentex facility must provide proof of liability insurance for themselves and all subcontractors working at any Gentex facility. This must be submitted to the Gentex Director of Corporate Facilities prior to the start of the project. This must also be re-submitted on an annual basis to the Gentex Director of Corporate Facilities to continue compliance to perform contractual work at Gentex. Each Contractor/Equipment Supplier agrees to assume all liability for the acts and omissions of its subcontractors.

Safety Upgrades

From time-to-time Gentex may be required to make safety upgrades to purchased equipment to stay in compliance with applicable laws and regulations. Gentex will reach out to the Contractor/Equipment Supplier for assistance in completing any safety upgrades. In doing so, any safety upgrades made shall not negate or otherwise void any warranties to purchased equipment. If Contractor/Equipment Supplier requests to make the changes itself, then Gentex will work in good faith with Contractor/Equipment Supplier to facilitate the upgrade, provided the Contractor/Equipment Supplier does so within a reasonable period of time (as determined by Gentex) and at no additional cost, unless otherwise agreed upon.

Gentex Occupational Health and Safety (OH&S) Policy

Gentex is dedicated to providing safe and healthy working conditions for all team members, visitors, and customers by preventing workrelated injuries and ill health by eliminating hazards and reducing OH&S risks. Gentex is also committed to fulfilling legal requirements and other requirements, to strive for continual improvement, and to encourage team member consultation and participation in the OH&S Management System.

With respect to eliminating hazards and reducing OH&S risks, priority is given to those opportunities that offer the greatest anticipated practical benefit while striving for continual improvement. Accordingly, objectives and targets are established and periodically reviewed to minimize OH&S risk and to eliminate hazards associated with Company processes, products or services.

Protection of occupational health and safety is a Company-wide responsibility. Management of each activity is expected to support our OH&S Management System and commit the necessary resources. Team members at all levels are expected to carry out their responsibilities as established by our OH&S Management System, and to cooperate in Company efforts.

Environmental/Safety Standards

1.0 Environmental Requirements:

- 1.1 Contractor/Equipment Supplier acknowledges reading the Gentex Environmental Policy found on the Gentex web site at http://www.gentex.com/corporate/sustainability and agrees to communicate the policy to its employees and any subcontractors or agents who perform services at Gentex facilities.
- 1.2 Contractor/Equipment Supplier agrees to ensure their employees and any subcontractors or agents perform services at Gentex facilities in accordance with the Gentex Environmental Policy.
- 1.3 Contractor/Equipment Supplier understands the importance of environmental compliance and agrees to ensure their employees and any subcontractors or agents performing services at Gentex facilities are aware of relevant environmental legislation and regulations, have received the requisite training and carry out work activities in accordance with such legislation, regulations and training.
- 1.4 Contractor/Equipment Supplier agrees to maintain records of employee training as required by relevant environmental legislation and regulations and provide such records to Gentex upon request.
- 1.5 Contractor/Equipment Supplier agrees to obtain, prior to commencing work at Gentex facilities, all necessary relevant environmental approvals or permits and present copies of such approvals or permits to Gentex upon request.
- 1.6 Contractor/Equipment Supplier agrees to immediately notify Gentex of any abnormal conditions found during excavation activities at Gentex facilities.
- 1.7 Contractor/Equipment Supplier agrees to accept financial responsibility for environmental remediation activities and/or penalties which result from the actions of their employees and subcontractors or agents while performing activities at Gentex facilities.
- 1.8 Contractor/Equipment Supplier acknowledges they are responsible for the management and disposal of waste materials generated at Gentex facilities from the activities of their employees and any subcontractors or agents, unless prior arrangements have been approved by Gentex.
- 1.9 Contractor/Equipment Supplier agrees to ensure all waste materials generated at Gentex facilities from the activities of their employees and any subcontractors or agents are managed and disposed of in accordance with Gentex policies/procedures and relevant environmental legislation and regulations.
- 1.10 Contractor/Equipment Supplier agrees to ensure their employees and any subcontractors or agents when performing services at Gentex facilities do not discharge anything to drains and/or sewers without prior approval from Gentex. Spills and other releases to the environment must be reported immediately.
- 1.11 Contractor/Equipment Supplier agrees to inform their employees and any subcontractors or agents when performing services at Gentex facilities of the actions to be taken in an actual emergency:
 - (a) Immediately notify Gentex personnel.
 - (b) Follow the instruction of Gentex personnel and emergency announcements.
- 1.12 Contractor/Equipment Supplier understands the activities of their employees and any subcontractors or agents when performing services at Gentex facilities may be interrupted when such activities violate Gentex policies/procedures and/or relevant environmental legislation and regulations.

2.0 Health and Safety Requirements:

- 2.1 Contractor/Equipment Supplier agrees that the activities and work areas of their employees and any subcontractors or agents shall not interfere with or affect Gentex finished goods, works in progress, or production equipment unless Gentex provides prior written approval.
- 2.2 Contractor/Equipment Supplier agrees that the activities and work areas of their employees and any subcontractors or agents shall not create a work area which jeopardizes the safety of Gentex or Contractor/Equipment Supplier, subcontractors or agents.
- 2.3 Contractor/Equipment Supplier understands the importance of health and safety compliance and agrees to ensure their employees and any subcontractors or agents performing services at Gentex facilities are aware of relevant health and safety

legislation and regulations, have received the requisite training and carry out work activities in accordance with such legislation, regulations and training.

- 2.4 Contractor/Equipment Supplier agrees to maintain records of employee training as required by relevant health and safety legislation and regulations and provide such records to Gentex upon request.
- 2.5 Contractor/Equipment Supplier agrees to immediately notify Gentex of any hazardous conditions found at Gentex facilities associated with the activities of their employees and any subcontractors or agents.
- 2.6 Contractor/Equipment Supplier agrees to accept financial responsibility for health and safety penalties which result from the actions of their employees and any subcontractors or agents while performing activities at Gentex facilities.
- 2.7 Contractor/Equipment Supplier acknowledges Gentex's legal right to obtain a Safety Data Sheet (SDS formerly known as MSDS or Material Safety Data Sheet) for each hazardous material to which Gentex employees may be exposed due to the activities of their employees and any subcontractors or agents and agrees to provide such SDS to Gentex upon request.
- 2.8 Contractor/Equipment Supplier acknowledges that Gentex may use hazardous materials in its operations and processes and agrees to inform their employees and any subcontractors or agents performing services at Gentex facilities that Safety Data Sheets (SDS) for such materials are available from Gentex upon request.
- 2.9 Contractor/Equipment Supplier agrees to ensure their employees and any subcontractors or agents performing "Hot Work" (i.e., welding, cutting, etc.) at Gentex facilities perform such work in accordance with the Gentex Hot Work Program.
- 2.10 Contractor/Equipment Supplier agrees to ensure that their employees and any subcontractors or agents wear approved safety glasses when in Gentex production areas and/or when performing work in Gentex facilities that creates an eye hazard.
- 2.11 Contractor/Equipment Supplier agrees to ensure that their employees and any subcontractors or agents do not operate any Gentex equipment unless Gentex provides prior approval.
- 2.12 Contractor/Equipment Supplier agrees to ensure that their employees and any subcontractors or agents wear approved fall protection when performing services in Gentex facilities which require the operation of a boom lift or leaving the floor of an aerial lift.
- 2.13 Contractor/Equipment Supplier agrees to ensure that their employees and any subcontractors or agents cordon off a 10' radius when using a boom or aerial lift.
- 2.14 Contractor/Equipment Supplier understands the activities of their employees and any subcontractors or agents when performing services at Gentex facilities may be interrupted when such activities violate Gentex policies/procedures and/or relevant health and safety legislation and regulations.

International Shipping Requirements

International Contracts – Minimum Requirements

Contracts and the Packaging, Labeling, and Shipping Manual (located at: http://www.gentex.com/corporate/supplier-

information/supplier-documents) for international trade are essential documents that outline Gentex's responsibilities and obligations to our customers and our customer's obligations to Gentex. These documents are part of our record keeping responsibilities and may be reviewed by U.S. Customs in an audit.

When shipping product internationally there are different requirements and considerations than when shipping product domestically. If an international shipment is a required part of the indirect purchase, supplier must contact Gentex through their buyer to receive proper guidance and work through the proper process for the purchase prior to the shipment to Gentex. If an international shipment is not required, then this section may not be applicable. Often, there is not a contract that has been approved by our legal group but rather two or three key documents that outline our agreements with foreign suppliers. These documents may include commercial invoices, emails, purchase orders, etc.

The quote and the commercial invoice must outline all the key information necessary to the transaction. Key requirements include the following:

- The quote and commercial invoice should include, at a minimum:
 - Full description of the merchandise ("spare parts" is not acceptable)
 - Quantity and quality
 - Warranty provisions
 - Price
 - International Commercial Terms
 - Sold-to and ship-to party if they are not the same.

- List the currency in which Gentex is to pay. Many countries including Canada and Australia use the dollar sign, therefore, to avoid risk, indicate "USD" in front of the dollar sign to confirm Gentex is making payment in U.S. dollars.
- Indicate the Incoterm 2020 on the commercial invoice. The Incoterm 2020 and named place noted on the Gentex purchase
 order must be used. Any deviations from the noted Incoterm or named place must be requested and approved by Gentex
 personnel in advance of the shipment's departure. For more information on Incoterms, consult the Incoterms 2020 book
 available from the International Chamber of Commerce, or contact Gentex Supply Chain Management.
- Include information on legal documents required for international trade. Many products and/or countries have different
 documentation requirements, and they should be reviewed to ensure freight is not held in Customs for needed information.
- Include a termination date on any quotes; international trade contracts do not expire unless a date is clearly indicated.

Gentex makes every effort to be in compliance with all import and export regulations. If you have any questions on information required for shipments, please contact the Gentex Supply Chain Management Department at 616-772-1800.

Upon shipment of product to Gentex, all international suppliers must send a pre-alert to the responsible Gentex Buyer or Material Planner.

Commercial Invoice

Requirements

A commercial invoice must be produced for each entry submitted to U.S. Customs, and must meet the following general conditions:

- Documents must be in English.
- List the full legal name and address of the company (or person if not a company) selling the goods. Avoid abbreviations.
- List "Sold to" and "Ship to" parties.
- Detailed description of merchandise. Include common nouns and adjectives in the description to aid in HTS classification verification.
- List the value of the merchandise and type of currency.
- Purchase order number, purchase order line number, and purchase order shipment number (as specified on purchase order)
- List quantity and weight
- Country of origin of merchandise
- Country of export, if different from country of origin
- Itemized separately, if applicable:
 - Rebates or discounts
 - Freight and insurance
 - Commissions
 - Cost of packing
 - Addition to Value/Assist Declaration
- When multiple invoices are included in a shipment, number the bottom of each page of the invoice beginning with invoice 1. If an invoice consists of multiple pages, number the bottom of each page beginning with page 1. If the shipment contains multiple invoices with multiple pages per invoice, number the bottom of each page with the number of invoices and the page number of the invoice. For example, if a shipment covers one invoice with one page and a second invoice with 2 pages, the numbering shall be as follows:
 - inv. 1 page 1
 - inv. 2 page 2
 - inv. 2 page 3
- List the name of a responsible person from the exporting company with knowledge of the transaction.

Instructions

Coordination between Gentex Buyers and Suppliers will ensure that all information required on the commercial invoice will be available from the time the order is placed until documents are received in-house at Gentex. In addition, all parties involved must communicate any changes to the commercial invoice that impacts the information to be submitted to U.S. Customs.

Consequences

Accurate and detailed information on the commercial invoice allows an importer to properly classify and value imported merchandise. Incorrect information may result in an incorrect duty rate or improperly valued merchandise resulting in delays in delivery and possible penalties.

Regulation of Wood Packing Material

All wood packing material (WPM) must comply with the International Standards for Phytosanitary Measures (ISPM) Regulation of Wood Packaging Material in International Trade. The purpose of the regulation is to significantly reduce the risk of introduction and spread of most quarantine pests that may be associated with wood packing materials.

Regulated WPM includes but is not limited to wood crates, boxes, packing cases, dunnage, pallets, cable drums, and spools/reels.

ISPM-15 lists exceptions including WPM made entirely from thin wood (6mm or less in thickness) or made wholly of processed wood material such as plywood, particle board, oriented strand board or veneer that has been created using glue, heat or pressure, or combination thereof.

The WPM must display a visible, legible, and permanent mark certifying treatment. The mark must be approved under ISPM-15 to indicate that the article has been subjected to an approved measure.

If the WPMs used in a shipment are found to be non-compliant with these requirements and monetary penalties are assessed, Gentex will seek recoupment of all said monetary penalties.

Supplier Reporting

Gentex's valued customers require us to submit certificates of origin to take advantage of preferential duty programs. When Gentex provides this information, we are legally required to maintain documentation regarding material (harmonized tariff classification and country of origin) used to make or build Gentex products.

In order to maintain that data, Gentex will send its production material suppliers solicitation requests on a regular basis. These requests may include any of the following: USMCA, KORUS, Australia, China-Korea, RCEPA Certificate of Origin, Manufacturer's Affidavit, or Certificate of Origin.

As a Gentex supplier you must respond and provide the appropriate information. Failure to do so will impact your supplier performance rating.

Transportation Security Administration (TSA)

Beginning on December 3, 2012, TSA mandates all U.S. inbound cargo on passenger flights will need to be 100% screened. This is a result of the 9/11 Commission Act signed by President George Bush. This 100% screening rule is based on the piece level of the shipment. Suppliers are obliged to pack the goods for a long journey utilizing master cartons.

Customs Trade Partnership against Terrorism (CTPAT)

CTPAT is a partnership program between US Customs and Border Protection (CBP) and the trade community to strengthen border security and international supply chains. Gentex partners including customs brokers, freight forwarders and international suppliers are strongly encouraged to become members of CTPAT (or other credible and/or mutually recognized security program), but at a minimum must comply with the security measures outlined in CTPAT. A complete summary of this information is available at https://www.cbp.gov/border-security/ports-entry/cargo-security/ctpat. Suppliers and Customers are welcome to follow us on the CTPAT portal.

CTPAT's security criteria categories are: Security Vision & Responsibility, Risk Assessment, Business Partner Security, Cybersecurity, Conveyance Security, Seal Security, Procedural security, Procedural Security, Agricultural Security, Physical Access Controls, Physical Security, Personnel Security, and Training & Awareness.

Gentex partners will be required to complete CTPAT membership and knowledge declarations and CTPAT self-assessments on a regular basis. In addition, Gentex or approved third parties may perform on-site CTPAT audits at business partner locations.

Cargo Security Requirements for Shipping to the United States

1.0 PURPOSE

To ensure compliance with U.S. Customs cargo security programs by adhering to the fundamentals of CTPAT; expedite the clearance of imported items; lower the potential for fines, penalties, forfeitures, and the seizure of inbound shipments.

2.0 SCOPE

This procedure applies to any supplier preparing a shipment to the United States destined for any Gentex location or alternate consigned locations within the United States defined by Gentex.

3.0 REFERENCES

CTPAT Guidelines, as outlined on the Customs website at http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/.

4.0 DEFINITIONS

Business Partners: Any company, individual, or entity doing business with Gentex Corporation and its affiliates providing services or products. This includes all Foreign and U.S., based Suppliers, Customs Brokers, Consolidators, Freight Forwarders, Carriers, and other service providers.

5.0 SUPPLIER RESPONSIBILITY FOR SHIPPING CONTAINERS

- 5.1 Container Security Inspection
 - Prior to stuffing a container, the supplier will verify the physical integrity of the container structure by reviewing the following:
 - Check integrity of front wall.
 - Check integrity of left side.
 - Check integrity of right side.

- Check integrity of floor.
- Check integrity of ceiling / roof.
- Check integrity of inside / outside doors.
- Check integrity of outside / under carriage.

All locking mechanisms must be checked for integrity.

5.2 Container Security - Seals

Secure all containers by review of the following:

- Attach a high security seal to all loaded containers bound for the U.S.
- Ensure the seal meets or exceeds current PAS ISO 17712 standards for high security seals.
- Outline written procedures for:
 - Controlling seals and how they are to be affixed to loaded containers.
 - Recognizing AND reporting compromised seals and / or containers to Gentex Corporation's receiving department.
- Confirm only designated employees can distribute container seals for integrity purposes.

6.0 SECURITY REQUIREMENTS FOR SUPPLIERS AND BUSINESS PARTNERS

Suppliers to Gentex Corporation will develop and implement a sound plan to enhance security procedures. These are general recommendations that should be followed on a case-by-case basis depending on the Company's size and structure. The Supplier should have a written plan in place that addresses the following:

Physical Security:

All buildings should be constructed of materials which resist unlawful entry and protect against outside intrusion. Physical security should include:

- Adequate locking devices for external and internal doors, windows, gates, and fences.
- Segregation and marking of international, domestic, high-value and dangerous goods cargo within the warehouse by a safe, caged or otherwise fenced-in area.
- Adequate lighting provided inside and outside the facility to include parking areas.
- Separate parking area for private vehicles separate from the shipping, loading dock, and cargo areas.
- Having internal and external communications systems in place to contact internal security personnel or local law enforcement.

Access Controls:

Unauthorized access to the shipping, loading dock and cargo areas should be prohibited. Controls should include:

- The positive identification of all employees, visitors and vendors.
- Procedures for challenging unauthorized / unidentified persons.

Procedural Security:

Measures for the handling of incoming and outgoing goods should include protection against the introduction, exchange, or loss of any legal or illegal material. Security controls should include:

- Having a designated security officer to supervise the introduction / removal of cargo.
- Properly marked, weighted, counted and documented products.
- Procedures for verifying seals on containers, trailers, and railcars.
- Procedures for detecting and reporting shortages and overages.
- Procedures for tracking the timely movement of incoming and outgoing goods.
- Proper storage of empty and full containers to prevent unauthorized access.
- Procedures to notify Customs and other law enforcement agencies in cases where anomalies or illegal activities are detected or suspected by the company.

Personnel Security:

Companies should conduct employment screening and interviewing of prospective employees to include periodic background checks and application verifications.

Education and Training Awareness:

A security awareness program should be provided to employees including the recognition of internal conspiracies, maintaining cargo integrity, and determining and addressing unauthorized access. These programs should offer incentives for active employee participation in security controls.

IT Security:

There should be procedures in place to protect the internal information system of the company. They should include:

- Access to the internal information system requires a strong password based on modern industry best practice recommendations that periodically change.
- Having a locked/secure server room with limited access.
- Anti-virus software is used to protect computer systems.

A process for denying system access to terminated employees.

Conflict Minerals Reporting Requirements

Conflict minerals are known as the "3TG" regardless of their origin and are defined as:

- Columbite-tantalite (also known as Cotan): The ore from which Tantalum (Ta) is extracted.
- Cassiterite: The ore that is the most common source of Tin (Sn)
- Wolframite: The ore from which Tungsten (W) is extracted
- Gold (Au)
- Other minerals may be added by the Secretary of State

The exploitation and trade of conflict minerals originating in the Democratic Republic of the Congo (DRC), or adjoining countries (collectively call the "Covered Countries") has been used to finance violence and human rights abuse. The United States conflict minerals reporting requirement is an effort to ensure that required companies are exercising reasonable inquiry and due diligence within their supply chains to ensure that financial support is not being funneled to these conflicts.

Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act requires issuers to annually disclose whether any conflict minerals necessary for the functionality of a product or necessary for the production of a product manufactured has originated in the Covered Countries. If any conflict minerals originated in those countries, the issuers are required to submit a "Conflict Minerals Report" that includes a description of the measures taken to exercise due diligence on the conflict minerals' source and chain of custody.

Gentex and our customers are required to provide this annual disclosure. Suppliers shall comply with Gentex's reasonable country of origin inquiries requesting conflict mineral information. Suppliers are <u>required</u> to cascade conflict minerals inquiries to the previous level/tier in the supply chain, back to the smelter, and report back to Gentex, the required information regarding conflict minerals.

Suppliers must focus on obtaining and reporting complete and accurate information from all previous tiers in the supply chain. Suppliers are expected to undertake due diligence within their supply chains and are strongly encouraged to provide only 3TG containing products to Gentex, where the 3TG was sourced from smelters and refiners conformant with the Responsible Minerals Assurance Process (RMAP) assessment protocols.

Gentex's Conflict Minerals Policy is located at: http://www.gentex.com/corporate/sustainability.

MINIMUM INSURANCE COVERAGE REQUIRED FROM SUPPLIERS AND CONTRACTORS

WORKERS' COMPENSATION

Workers' Compensation	Statutory	Each Accident
Employers' Liability Limit	\$ 500,000 \$ 500,000 \$ 500,000	Each Accident Disease Policy Limit Disease Each Employee
AUTO		
-Drivers - Auto Liability	\$ 1,000,000	
COMPREHENSIVE GENERAL LIABILITY		
Bodily Injury & Property Damage (Including Products & Completed Operations)	\$ 1,000,000	Each Occurrence (Combined Single Limit)
Fire Damage Legal Liability (Vending & Coffee Only)	\$ 100,000	Each Occurrence
The minimum environment to be included.		

The minimum coverage to be included:

- Vendor's Coverage (Broad Form only as requested)
- Independent Contractors
- Contractual Liability
- Property Damage Including Completed Operations
- Pollution Exclusion
- 30-Day Notice of Cancellation (10 Days for Non-payment)

Revision	Date	Change Summary	Approval
001	May	Updated Supplier Sustainability Expectations, Visitor Policy, Supplier Responsibilities,	Scott Ryan –
	2023	Supplier Diversity, Gentex Ethics Statement, Customs Trade Partnership Against	General Counsel
		Terrorism (CTPAT), and Conflict Minerals Reporting Requirements, Added Regulation	Randy Pappal – VP
		of Wood Packing Material	Purchasing & Supply
			Chain