



Contractor/Equipment Supplier Manual
March 2017

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General Information

Preface

Gentex Corporation (“Gentex”) has developed this manual to give guidance and direction to all of our suppliers of capital equipment and contractors (“Equipment Suppliers” and “Contractors” respectively). 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 and Equipment Supplier understands what is expected of them prior to supplying equipment or contracting work with Gentex.

Section I of this Contractor/Equipment Supplier Manual includes forms containing pertinent information regarding contacts and agreements with the Contractor or Equipment Supplier that need to be completed and returned to Gentex. This information will be used to update the Gentex database of Contractor/Equipment Supplier information. Changes in contact, business location(s) or other information outlined in Section I must be communicated to Gentex in a timely manner.

Contractor/Equipment Supplier Acknowledgement of Receipt Form

I / we have received the Gentex Contractor/Equipment Supplier Manual and certify that we have read and understand all requirements and duties, and agree that they are binding on our relationship with Gentex Corporation.

Contractor/Equipment Supplier Name: _____

Business Address: _____

Tax ID Number: _____

Contacts:

Project Mgr. _____
Name Phone Email

Manufacturer Rep. _____
(Inside Sales) Name Phone Email

Manufacturer Rep. _____
(Outside Sales) Name Phone Email

Principal in Charge: _____ Date _____

Print Name

Complete and return a copy of this form for each facility doing business with Gentex within 30 days of receipt to supplier_cert@gentex.com.

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.

Gentex Visitor Policy

Due to the nature of the products manufactured at Gentex, all visitors must sign in and have a visitor badge if they enter any of the facilities beyond the main lobby or the shipping and receiving areas. All visitors must be accompanied by a Gentex employee while walking through any facility. The lobby area has designated phones for visitors to contact Gentex personnel **Visitors are prohibited from using cameras or other photographic devices on the premises.**

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 Environmental/Safety Standards that communicate your responsibilities as a Gentex partner. These Standards appear in Section I of this Contractor/Equipment Supplier Manual].

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 in order 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.

Contractor/Equipment Supplier Relations with Gentex Corporation

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

Contractors and Equipment Suppliers to Gentex are expected to fulfill the following basic responsibilities:

- Contractors/Equipment Suppliers will keep Gentex informed of all activities that may affect the total quality, delivery and cost of services and or equipment.
- Contractors/Equipment Suppliers will inform Gentex of changes in economic or other conditions that might affect purchasing decisions.
- Contractors/Equipment Suppliers 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.
- Contractors/Equipment Suppliers will negotiate contracts only with authorized Gentex personnel.
- Contractors/Equipment Suppliers agree that the Gentex Corporation Terms & Conditions found at <http://www.gentex.com/corporate/supplier-information/supplier-manuals> apply to the purchase of all products and services.
- Contractors/Equipment Suppliers will conduct negotiations ethically, without attempts to influence through offering valuable personal gifts or entertainment.
- Contractors/Equipment Suppliers will make available all technical, engineering, systems, policies, services, and whatever might improve Gentex present or future use of the Contractor's/Equipment Supplier's products or services.
- All Contractors/Equipment Suppliers are encouraged to work with Gentex to develop the means for annual cost reduction goals.
- All Contractors/Equipment Suppliers are expected to maintain 100% on-time delivery of services and/or equipment.
- All Contractors/Equipment Suppliers must declare any hazardous materials that are provided to Gentex. A list of these materials can be found at www.gadsl.org.
- All Contractors/Equipment Suppliers shall require that its contractors and suppliers are bound to the responsibilities listed herein. Proof of compliance of this requirement shall be demonstrated in writing upon the request of Gentex.

Gentex Ethics Policy

CONTRACTOR/EQUIPMENT SUPPLIER AGREES TO SUBSCRIBE TO THE FOLLOWING PRINCIPLES:

- Contractor/Equipment Supplier warrants that it has not participated and agrees not to participate in any inappropriate relationships or activities with Gentex employees.
- Contractor/Equipment Supplier agrees to invoice Gentex only for actual work performed at Gentex.
- Contractor/Equipment Supplier agrees to cooperate in any Gentex investigation of former or current Gentex employees.

GENTEX TEAM MEMBERS SUBSCRIBE TO THE FOLLOWING PRINCIPLES:

- 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 and located on the Gentex website at <http://ir.gentex.com/CorporateGovernance>.

Environmental/Safety Standards

1.0 Environmental Requirements:

- 1.1 Contractor/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/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/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/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/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/Supplier agrees to immediately notify Gentex of any abnormal conditions found during excavation activities at Gentex facilities.
- 1.7 Contractor/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/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/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/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/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/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/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/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/Supplier, subcontractors or agents.
- 2.3 Contractor/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/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/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/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/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/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/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/Supplier agrees to ensure that their employees and any subcontractors or agents wear OSHA approved safety glasses when in Gentex production areas and/or when performing work in Gentex facilities that creates an eye hazard.
- 2.11 Contractor/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/Supplier agrees to ensure that their employees and any subcontractors or agents wear OSHA 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/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/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 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. 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 2010 on the commercial invoice. The Incoterm 2010 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 2010 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 (as specified on 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.

Supplier Contents 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 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: NAFTA Certificate of Origin, American Automotive Labeling Act Report, Manufacturer's Affidavit, Certificate of Origin, or Traced Value Reporting.

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 (C-TPAT)

All Gentex partners including customs brokers, freight forwarders and international suppliers are strongly encouraged to become members of C-TPAT (or other credible security program), but at a minimum must comply with the security measures outlined in C-TPAT. A complete summary of this information is available at www.cbp.gov. Some key aspects of the program for suppliers to focus on are the topics addressing container security, container seal security, physical building security, access control security, procedural security, personnel security, training security and information technology security. The following procedure outlines the minimum requirements of C-TPAT and cargo security.

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 C-TPAT; 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

C-TPAT 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 the 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 system of the company. They should include:

- Access to system requires a password that periodically changes.
- 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

The exploitation and trade of conflict minerals originating in the Democratic Republic of the Congo (DRC) or adjoining countries is helping finance extreme violence, poverty, and human rights abuse. The DRC and adjoining countries are collectively referred to as Covered Countries. The Securities and Exchange Commission (SEC) conflict minerals reporting requirement is an effort to ensure that required companies are exercising reasonable inquiry and due diligence within their supply chain to ensure that financial support is not being funneled to these conflicts. The reporting requirement will also enhance transparency and help American consumers and investors make more informed decisions.

The SEC has issued a final rule on conflict minerals pursuant to Dodd-Frank Section 1502. The rule requires any issuer that files reports with the Commission under Section 13(a) or Section 15(d) of the Exchange Act to annually disclose whether any defined conflict minerals necessary for the functionality of a product or necessary for the production of a product manufactured has originated in the Covered Countries. The issuer must make the disclosure publically available on their internet website and also must provide the disclosures on Form SD. If any conflict minerals originated in those countries, they are required to submit a "Conflict Minerals Report" to the Commission 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. Gentex solicits a reasonable country of origin inquiry regarding conflict mineral information from our supply base. This inquiry obtains reasonably reliable representations indicating the facility at which its conflict minerals were processed and that the minerals did not originate at conflicted sources in the Covered Countries. Suppliers will be required 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.

Definitions

“Conflict Minerals” are known as the “3Ts and Gold” and are defined as:

- Columbite-tantalite (known throughout The Congo as Coltan): 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

Major uses of the 3Ts and Gold

The below list is not all inclusive.

- **Tantalum** is used in the electronics industry, mainly for capacitors as well as in the manufacture of state of the art semiconductors, using the physical vapor deposition (PVD) process. Tantalum can be found in consumer products such as tablets, smart phones, digital cameras, magnetic storage media, inkjet printer heads, flat panel displays, and electronic systems for vehicles. Tantalum is also used for liners in vessels, piping, valves and heat exchangers in the chemical and pharmaceutical industries, medical devices, cemented carbides for cutting tools, and more.
- **Tin** is used in solder paste and glass manufacturing.
- **Tungsten** is used in electronics including liquid crystal displays.
- **Gold** is used in the electronics industry in conductive contacts and bond wire.

References

- CFR 17 parts 240 and 249 b: www.gpo.gov
- SEC Final Rule release number 34-67716 (August 22, 2012): www.sec.gov
- Certified “Conflict Free” Smelters: The Electronics Industry Citizenship Coalition www.EICC.info
- Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas: www.oecd.org

MINIMUM INSURANCE COVERAGE REQUIRED FROM SUPPLIERS AND CONTRACTORS

WORKERS' COMPENSATION

Workers' Compensation	Statutory	Each Accident
Employers' Liability Limit	\$ 500,000	Each Accident
	\$ 500,000	Disease Policy Limit
	\$ 500,000	Disease Each Employee

AUTO

-Drivers - Auto Liability	\$ 1,000,000
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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 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)

Purchasing

Purchase Order

The following terms and definitions reflect current fields on the Gentex Purchase Order ("PO") as depicted in Exhibit I. The PO terms may be modified by Gentex without prior Contractor/Equipment Supplier notification.

Supplier: The "Supplier" is the Contractor/Equipment Supplier name and address.

Purchase Order: When a purchase order is awarded, the Contractor/Equipment Supplier will be given a purchase order number and product will be ordered via line items on the PO, and will be billed and paid accordingly.

Ship To: Please note the "Ship To" address on the PO; Gentex has multiple facilities. To move product effectively, various "ship to" addresses will be utilized.

Bill To: All invoices must be submitted to the address listed on the PO.

Buyer: Gentex uses a Buyer to effectively manage the flow of the materials into the facilities. All POs must have a Buyer name on them.

Ship Via: Method of transportation used to deliver product.

Payment Terms: Payment terms are Net 45, unless otherwise negotiated and stated on the PO.

Ship Terms and Charge: The international trade term (Incoterm) for imported transactions or the domestic term of sale (UCC trade term) for domestic transactions defining the seller and buyer's obligations, risk and costs associated with the delivery of goods.

Name Place: This is the identified point where obligations, risk, and cost are transferred between the seller and the buyer (Gentex Corporation).

Currency: The medium of monetary exchange. This identifies the currency used for unit pricing on the purchase order and payment to the supplier.

PO Line: Each line item is an individual order under the blanket PO. Each line item reflects the details of the order, including the ship to destination.

Item Number/ Description: The item number/ description may reference the supplier or the Gentex part number that is being ordered.

NOTE: Multiple part numbers may be ordered against the same PO, but not on the same line item reference.

Manufacturer Item Number: Used to reference the supplier part number or manufacturer part number that is being requested.

QTY.: (Quantity) This is the exact quantity to be shipped against the line item.

Dock Date: The Dock Date is the required date that the product is to be on the dock of the "ship to" address. Always remember that the items are considered on-time when the entire quantity ordered is received on the date required or up to 5 business days early.

UOM: (Unit of measure) This reflects the units in which the PO is written against (i.e. liters, feet, or each for individual units).

Unit Price: The unit price is the negotiated price in U.S. dollars per unit ordered, unless a different currency is indicated on the PO.

Extended: The extended reflects the total order quantity multiplied by the unit price.

Quality

Quality Assurance Policy

Contractors must meet Gentex quality requirements of the Gentex Terms and Conditions and in the areas of work and materials, work area safety (as stated in the Environmental/Safety Standards section of this manual) and certification. Workmanship must meet established criteria specified by Gentex. Any change in materials or methods must be approved in writing by an authorized representative in the Facilities Department.

Equipment Suppliers must meet Gentex quality requirements of the Gentex Terms and Conditions and the supplied equipment must meet all industry standards and Gentex specifications.

Gentex encourages all Contractors and Equipment Suppliers to obtain Quality Certification in the field they are supporting (TS, ISO, QS).

Contractor/Equipment Supplier Diversity

Contractor/Equipment Supplier Diversity Purchasing Policy

It is the policy of Gentex Corporation to increase the business opportunities for certified minority, woman or veteran-owned businesses. 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 has set a goal of 10% of total purchases to be purchased from qualified and certified minority, woman or veteran-owned businesses. If you are a certified Contractor or Equipment Supplier, please advise the Gentex purchasing or facilities staff of your status and the organization through which you are currently certified. Gentex will not sacrifice quality, price or delivery to source a product or service through a minority, woman or veteran-owned business or any other Contractor or Equipment Supplier.

Gentex will develop a mentoring relationship with key minority, woman or veteran-owned business Contractors and Equipment Suppliers to help develop business systems and encourage them with new technologies and future growth. We understand that the commitment to minority, woman or veteran-owned businesses not only benefits the Contractor and Equipment Supplier, but it also benefits the greater business community.

Further, all persons engaged in procuring materials and services for Gentex Corporation will consider the needs of the company in attaining the aforesaid goal of 10%, and the needs of the minority, woman or veteran business community by providing opportunities for certified minority, woman or veteran-owned businesses to quote.

The Gentex Contractor/Equipment Supplier Diversity coordination is the responsibility of the Vice President of Purchasing and Director of Facilities.

Exhibits

EXHIBIT I

Sample Purchase Order

PURCHASE ORDER									
PURCHASE ORDER NO	Issue Date	Revision	Revise Date						
1622430	04/15/2014	0							
THIS PURCHASE ORDER, LINE & ITEM NUMBER(S) MUST APPEAR ON ALL INVOICES, PACKING LISTS, CARTONS & COMMUNICATION REGARDING THIS ORDER.									
SHIP TO See shipment information below for address details.									
BILL TO									
Attention: Accounts Payable Gentex Corporation 600 N. Centennial Street Zeeland, MI 49464 United States									
BUYER NAME		SHIP VIA	SHIP TERMS AND CHARGE						
Clark, Amanda L		DELIVER BY SUPPLIER	NET 40						
PAYMENT TERMS		NAME PLACE	CURRENCY						
NET 40		DESTINATION	USD						
NOTES:									
PO LINE	PO SHIP	ITEM NUMBER/DESCRIPTION	MANUFACTURER ITEM NUMBER	LINE QTY	SHIP QTY	DOCK DATE	UOM	UNIT PRICE	EXTENDED
1	1	Widget 600 N. Centennial St. Dock Doors 5-11 Zeeland, MI 49464 United States Requestors: Reynolds, Dana M(dana.reynolds@gentex.com)	ITEM321	4	4	04/22/2014	Each	14.79000	59.16

FROM Gentex Corporation
600 N. Centennial Street
Zeeland, MI 49464
United States
Phone: 616-772-1800



SUPPLIER Vendor Number: 22823
Sample Supplier 123
555 Elm Street
Zeeland MI 49464
United States

By Shipping Goods and/or providing Services specified in the purchase order ("Order") and in subsequent releases under this Order, the Seller certifies that it has read and agrees to the Gentex Purchase Order Terms and Conditions found on the Gentex website at <http://www.gentex.com/corporate/supplier-information/supplier-manuals> or from Buyer's purchasing representative.

EXHIBIT II

MEMORANDUM

TO: CONTRACTORS, SUBCONTRACTORS AND THEIR RESPECTIVE
EMPLOYEES PERFORMING WORK AT GENTEX

FROM: GENTEX MANAGEMENT

RE: CONFIDENTIALITY OBLIGATIONS

THIS MEMO IS TO INFORM YOU OF YOUR OBLIGATIONS ARISING FROM WORKING ON GENTEX PROPERTY.

ALL CONTRACTORS HAVE AGREED IN WRITING THAT THEY, THEIR SUBCONTRACTORS AND RESPECTIVE EMPLOYEES WILL KEEP GENTEX INFORMATION CONFIDENTIAL AND NOT SHARE SUCH INFORMATION WITH ANY THIRD PARTY.

THIS MEANS THAT ANYTHING SEEN, HEARD OR OTHERWISE LEARNED RELATING TO GENTEX BUSINESS AND/OR MANUFACTURING MAY NOT BE DISCLOSED TO THIRD PARTIES OR USED FOR ANY PURPOSE OTHER THAN PROVIDING SERVICES TO GENTEX.

ANY BREACH OF THESE OBLIGATIONS MAY RESULT IN LEGAL ACTION.

THANK YOU FOR YOUR COOPERATION.