GLOBAL LOGISTICS MANUAL

(last revision September 12, 2012)
# Table of Contents

<table>
<thead>
<tr>
<th>SUBJECT</th>
<th>PAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0 OVERVIEW</td>
<td>3</td>
</tr>
<tr>
<td><strong>2.0 LOGISTICS AND PRODUCTION CONTROL</strong></td>
<td>3</td>
</tr>
<tr>
<td>2.1 Scheduling / Transportation &amp; Delivery</td>
<td>3</td>
</tr>
<tr>
<td>2.2 Supplier Invoicing</td>
<td>4</td>
</tr>
<tr>
<td>2.3 Packaging</td>
<td>5</td>
</tr>
<tr>
<td>2.4 Capacity</td>
<td>6</td>
</tr>
<tr>
<td>2.5 Transportation of Hazardous Materials</td>
<td>6</td>
</tr>
<tr>
<td>2.6 Delivery Lead Time</td>
<td>6</td>
</tr>
<tr>
<td>2.7 Warehousing for Production Parts</td>
<td>7</td>
</tr>
<tr>
<td>2.8 Contingency Planning</td>
<td>7</td>
</tr>
<tr>
<td>2.9 Materials Management Operations Guideline/Logistics Evaluation (MMOG/LE)</td>
<td>7</td>
</tr>
<tr>
<td><strong>3.0 GENERAL INFORMATION</strong></td>
<td>7</td>
</tr>
<tr>
<td>3.1 TRW VIN Supplier Information</td>
<td>7</td>
</tr>
<tr>
<td>3.2 Supplier’s Planned Down Time</td>
<td>7</td>
</tr>
<tr>
<td><strong>4.0 IMPORTS AND EXPORTS</strong></td>
<td>7</td>
</tr>
<tr>
<td>4.1 Documentation Requirements</td>
<td>7</td>
</tr>
<tr>
<td>4.2 Duty Drawback</td>
<td>8</td>
</tr>
<tr>
<td>4.3 Duties, Import Taxes and Brokerage</td>
<td>8</td>
</tr>
<tr>
<td>4.4 Import/Licenses and Regulatory Compliance</td>
<td>8</td>
</tr>
</tbody>
</table>
1.0 OVERVIEW

The TRW Global Logistics Manual describes TRW’s supply chain requirements ("Requirements") which are part of the terms and conditions of a Supplier’s Purchase Order / Supplier’s contract with TRW. Additional Supplier instructions, guidelines, forms, etc. may be appended to these Requirements by specific TRW ship to locations as an attachment and are also part of the terms and conditions of a Supplier’s Purchase Order / Supplier’s contract with TRW. Unless otherwise noted in writing by TRW, in case of any conflict between these Requirements (including any attachments) and TRW’s Purchase Order Terms and Conditions, the Purchase Order Terms and Conditions shall take precedence. Any exceptions to any of the terms and/or requirements contained in these Requirements (and any attachments) must be approved in writing by TRW.

2.0 LOGISTICS & PRODUCTION CONTROL

2.1 Scheduling / Transportation & Delivery

All shipments must be made by normal mode per the approved TRW routing instructions (i.e. regular road or sea freight, not special, premium or expedited freight) and on a TRW authorized carrier, unless otherwise specified by TRW. Shipments will be made in an approved standard pack container. Approved standard pack containers may be more fully described in packaging instruction forms, guidelines and/or manuals as provided by specific TRW ship to locations. Supplier, when requested by TRW, must be able to ship mixed part numbers on a pallet. Supplier agrees to properly pack, mark and ship Goods in accordance with the requirements of TRW and the involved carrier in a manner to secure the lowest transportation cost and to route shipments in accordance with TRW’s instructions. Supplier will make no charge for handling, packaging, storage, transportation (including duties, taxes, fees, etc.), cost of vehicle or other transport expenses or drayage of Goods unless otherwise approved by TRW on the face of a Purchase Order or Order Amendment (an “Order”) or in a signed document by TRW.

TRW requires suppliers to be EDI (Electronic Data Interchange) capable and/or to use an Internet or web-based software such as QAD Supply Chain Portal (WebEDI) or other systems as approved by TRW. Current EDI standards are UN/EDIFACT version D97.A / VDA standards. Messages must include DELFOR, DELJIT (where applicable) and DESADV. Suppliers should refer to the TRW Global Supplier Quality Manual and any additional EDI guidelines provided to Supplier by specific TRW ship to locations for more information.

TRW will establish the shipping frequency for each production part. Supplier must ship to the quantities and exact dates specified on the release: no over, under, early or late shipments and no freedom of the week delivery. All TRW schedules will be in standard pack quantities in the smallest approved standard or full pack container (which may be more fully described in packaging instruction forms, guidelines, etc. provided by specific TRW ship to locations and/or attached to these Requirements). Suppliers must have shipping capability that matches the TRW ship to plant’s normal production schedule.

Advance Shipment Notifications (ASN) must be sent electronically at the time of shipment (i.e. according to VDA 4913 or as agreed with the TRW ship to location). Permissible methods of ASN transmission include the use of internet based TRW supplier portals (e.g. QAD Supply Chain Portal or other systems as approved by TRW). Facsimile or email ASN’s will not be accepted. At the time of pick up, Supplier must allow the authorized carrier’s driver to check the standard pack quantities against the scheduled quantities. Overshipments and undershipments will not be accepted.

If for any reason Supplier is unable to meet the schedules communicated, it is the responsibility of Supplier to notify proper TRW personnel immediately and receive authorization for the undershipment. Suppliers will make up all undershipments via Supplier paid premium transportation to meet the originally scheduled destination window.

Supplier caused premium transportation or transportation costs for material returned due to Supplier related issues must be paid by Supplier. Excess transportation costs incurred as a result of using incorrect carriers will be debited from Supplier’s account.
If TRW’s and/or its customer’s production is interrupted by the failure of Supplier to deliver contracted goods and/or the failure to provide complete, accurate and timely shipment or customs paperwork per the terms of the contract, all costs that are incurred by TRW and/or its customers will be the sole responsibility of Supplier.

Premium freight to be paid by TRW must have an assigned Premium Transportation Authorization (PTA) number, issued by the TRW ship to location and appearing on the bill of lading.

For all shipments, domestic and international, title and risk of loss in the Goods shall pass to TRW when the Goods have been delivered in the condition and to the ultimate consignee address specified in the Order, and an authorized representative of TRW has signed Supplier’s delivery note and/or transport documents (TTOP – Title Transfer Our Premises).

In addition, for all shipments, domestic and international, the standard delivery terms for material to be received by TRW are “FCA ‘Specific Address of Delivery’, INCOTERMS® 2010 TTOP” unless otherwise agreed to in writing by TRW. In all cases, Supplier must provide and/or agree to a Specific Address of Delivery. Generic terms such as “origin”, city/state, or port name without further details are not acceptable.

Suppliers exhibiting poor performance with these Requirements will be required to submit corrective action plans. Continued levels of poor performance will place suppliers at risk for consideration of future TRW business awards. See Supplier Performance requirements within the TRW Global Supplier Quality Manual.

Specific TRW ship to locations may send a rolling forecast (12-20 weeks) to Supplier on a weekly basis. In such cases, Supplier acknowledges that it is able to meet TRW’s requirements within agreed fluctuations. Under any circumstance, in the event that Supplier cannot deliver as provided in a TRW delivery schedule, Supplier shall provide TRW with at least a four (4) week advance written notice. Unless otherwise agreed with the TRW ship to location, Supplier should keep two (2) weeks of safety stock on hand to protect the supply to TRW.

2.2 Supplier Invoicing

Unless otherwise specified by a TRW ship to location, Supplier shall provide TRW for each shipment at least three (3) copies of a shipping invoice with original signatures and showing (as applicable):

1. The Purchase Order number, Order Amendment or release number and Supplier’s invoice number
2. Supplier’s name, address and vendor number (and importer of record/registration number if Supplier is responsible for any import clearance)
3. The bill of lading number (if known at time of shipment)
4. Port of entry to which the merchandise is destined (if applicable and known at time of shipment)
5. The name & address of the party responsible for clearing customs
6. Name, address, telephone number and email address of the ultimate consignee
7. Ship date
8. Detailed description of each Good (including TRW part # and Supplier’s part #; certain goods require detailed descriptions including industry name, grade, quality, marks, numbers and symbols; Supplier is required to include on the invoice information which has a direct bearing on proper classification in the country of import)
9. If Machinery & Equipment, include serial #, make & model #
10. Quantities, weights & unit of measure of each Good (e.g. liters, gallons, kilograms)
11. Number of cartons/containers in shipment
12. Purchase price in the currency of purchase or value of each Good (in some cases invoice may need to state “Value for Customs Purposes Only” if no underlying sales transaction)
13. Type of currency
14. All charges upon the Goods separately itemized by name/category and amount, including freight
15. All rebates, drawbacks, bounties, separately itemized, allowed at export/shipment
16. Country of origin (where manufactured or produced) for each part number
17. Assists, dies, molds, tools, engineering work & cost, separately itemized, associated with each Good (as applicable)
18. Tariff classification number (HTS, Taric, etc.) for each Good in the country of import (for cross-border shipments)
19. Incoterm® plus Specific Delivery Address (determines who pays costs for packaging, forwarding, transportation, broker fees, import duties, value added tax & other fees)
20. Declaration of truth statement
21. Manufacturer’s name & address (if different than Supplier)
22. Consolidator’s name & address (if known at time of shipment)
23. Statement or declaration of any applicable trade program
24. Indication of whether the Supplier has any applicable Approved Exporter Status

The shipping invoice and all applicable attachments must be in the language and format appropriate for the country of importation and include the above. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices shall be sufficient to enable TRW to easily identify the Goods purchased.

For Supplier controlled transportation, Supplier and/or Supplier’s carrier are required to provide logistics costs (i.e. rated bill of lading) to TRW and/or TRW’s custom brokers to enable TRW to separately track piece price and to enable potential freight deductions at the time of import.

2.3 Packaging

All packaging systems must be in compliance with the guidelines set forth in the TRW Global Supplier Quality Manual located at TRW’s VIN website (https://vin.trw.com/index.aspx), these Requirements (and any attachments), and/or as specified by the TRW ship to location. Requests for any deviation must be directed to TRW and approved by the TRW ship to location.

If TRW in a request for quotation or in a supplier packaging instruction form specifies the container, Supplier must quote using the exact container size, type and standard pack quantity. Any changes in proposed or current packaging must be communicated to and agreed to in writing by TRW.

If the container is not specified by TRW in a request for quotation or in a supplier packaging instruction form, the Supplier must follow the process for choosing the right container defined in the TRW Global Supplier Quality Manual, the TRW Purchase Order Terms and Conditions, the Purchase Order, and/or any other packaging guidelines, etc. that may be provided by the TRW ship to location to Supplier. In the event that none of the above documents provide packaging requirements for Supplier, or in the event that no specific packaging guidelines have been provided to Supplier by the TRW ship to location, the following default packing guidelines will apply:

Manually handled containers are the rule; bulk containers are to be used only as the last resort. The weight of the manually handled standard pack will not exceed any specified TRW ergonomic guidelines that may be provided by the TRW ship to location. Standard pack part quantities should be one hour or less for manually handled containers and four hours or less for bulk containers. Containers will be designed without dunnage whenever possible.

The packaging system must contain and protect the product from place of origin, through transit, to point of use and must assure ease of handling at the receiving location. The Goods will be properly oriented in the container for presentation to the operator.

All packaging materials should be recyclable, reusable or returnable where possible. Suppliers will be responsible for cleaning returnable containers and dunnage, removing labels and sorting for damage.

When expendable packaging is used, unless otherwise specified by the TRW ship to location, perforated carton tops or half-slooted containers with handholds should be incorporated. The packaging must be of sufficient strength to allow full transportation utilization (no special loading or stacking instructions).

Packaging costs associated with meeting the packaging specifications must be provided as part of Supplier’s quotation. All quotations must include a separate itemized price for 1) expendable packaging and 2) returnable packaging.
Supplier owned dunnage will be Supplier’s responsibility to return to the ship from point, and will be returned to Supplier at Supplier’s expense, including all Customs related fees, taxes and duties.

Suppliers will label part containers according to any applicable TRW labeling requirements (which may be attached to these Requirements) with up-to-date dock and delivery location.

Shipping containers must be identified with the material’s appropriate "COUNTRY OF ORIGIN". Packing slips must accompany all shipments. Unless otherwise specified by the TRW ship to location, one (1) purchase order per packing slip (may include multiple P/N’s) is required, one (1) packaging slip per skid of material is required, and each packaging slip shall contain the following information:

- Delivery Note Number
- Part Number/Revision
- Total Quantity
- Handling Unit Number (serial)
- # of Containers
- Quantity per Pack
- Gross Weight
- Supplier Name & TRW Supplier Code
- Deliver to Location
- Invoice Number
- Carrier (SCAC Code)
- PO Number or Release No.

Supplier must comply with applicable current and future country specific regulations regarding wood/packaging treatment, e.g. Non-Manufactured Wood Packing (NMWP), Non-Coniferous Wooden packing materials, fumigation and IPPC.

Specific TRW ship to locations may also require Supplier to participate in a packaging delivery test and/or participation in a Packaging Approval Process (similar to PPAP) in order to ensure that the packaging is suitable and approved by the TRW ship to location.

2.4 Capacity

Supplier capacity information provided with a quote should reflect the available daily capacity (on a part number basis) and Supplier’s operating plan (hrs. /day, days/week). For applicable Supplier capacity requirements, refer to the RFQ. Supplier shall review the firm order and provisional orders from TRW on a weekly basis. In case Supplier has any capacity constraints, Supplier shall advise the TRW ship to location and submit a catch-up plan before the end of the week in which any firm order or forecast orders are issued. In case of shortage, Supplier has to immediately contact the TRW ship to location. Anything related to proposed extra costs shall require TRW authorization.

2.5 Transportation of Hazardous Materials

For Goods that may contain potentially hazardous and/or restricted materials, Supplier shall promptly furnish to TRW in whatever form and detail TRW requests (i) a list of all potentially hazardous ingredients in the Goods, (ii) the quantity of one or more such ingredients, and (iii) information concerning any changes in or additions to such ingredients. Before shipping the Goods, Supplier agrees to furnish to TRW sufficient warning and notice in writing (including appropriate labels on the Goods, containers and packing) of any hazardous material that is an ingredient or a part of any of the Goods, together with such special handling instructions necessary to advise the involved carriers, TRW, and their respective employees how to exercise that measure of care and precaution that will best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to TRW. Supplier shall comply with all applicable federal, state, local and foreign laws and regulations pertaining to product and warning labels. If Goods are shipped by Supplier to European destinations, before shipments are made, Supplier shall notify TRW of the “Classification of Dangerous Goods” as required by the European Agreement concerning the “International Carriage of Dangerous Goods”.

2.6 Delivery Lead Time

The lead-time must be quoted in weeks in the RFQ response and should quantify the time from receipt of order to ship availability. Suppliers shall indicate lead time for first time buy and regular buy respectively.
2.7 Warehousing for Production Parts

TRW will determine on a case-by-case basis, if TRW or Supplier will be responsible for providing consolidation operations in origin countries and/or deconsolidation/warehouse operations in destination countries.

2.8 Contingency Planning

In order to ensure the continuity of supply of goods, TRW requires Supplier to submit a contingency plan for each Supplier manufacturing/shipping location. Supplier contingency plans must identify risks to their supply of goods to TRW and action plans to mitigate the risk. Example mitigation strategies may include the following: alternative manufacturing locations, inventory buffering, disaster recover plans, etc.

Supplier is required to regularly review and update each contingency plan. The contingency plan framework should include comprehensive testing of the recovery actions and should address potential gaps in component/raw materials.

2.8 Materials Management Operations Guideline/Logistics Evaluation (MMOG/LE)

Supplier shall complete an annual assessment of their MP&L organizations utilizing AIAG/Odette’s Global materials Management Operations Guideline / Logistics Evaluation (MMOG/LE). The assessment process is required for each Supplier ship from location to TRW. Supplier shall submit their results and date of assessment through TRW’s VIN system. Any score less than an “A” will require Supplier to develop an action plan to bring the location to the “A” level.

3.0 GENERAL INFORMATION

3.1 TRW VIN Supplier Information

Prior to shipping, Supplier must update TRW’s VIN system with contact names, email addresses and phone numbers of individuals available 24/7 to perform requirements such as correcting commercial documents, preparing trade program affidavits and certificates of origin, or any other country specific or government agency required documentation. Supplier must also provide authentic Dun and Bradstreet (Duns Code) identification number for each specific “Manufacturing Plant” address as well as the primary sales office.

3.2 Supplier’s Planned Down Time

Supplier must provide a listing of planned plant down time for holidays, vacations, etc. to TRW, and when requested, develop and implement plans to maintain the continuity of production of material supplies during such planned shutdown periods as agreed to by TRW.

4.0 IMPORTS AND EXPORTS

4.1 Documentation Requirements

Supplier will promptly notify TRW in writing of the origin of material or components used by Supplier in filling an Order for Goods which are delivered to TRW and, if applicable, any duty and fees included in the purchase price of the Goods. Supplier shall furthermore, at its expense and in a timely manner, provide all written documentation and electronic transaction records relating to the Goods, tooling and/or equipment being purchased that is reasonably necessary for TRW to complete any customs-related obligations or other governmental agency requirements applicable to TRW, including the rules and regulations of the U.S. Securities and Exchange Commission (“SEC”), as established or amended from time to time. Such obligations may include, but are not limited to: i) importer/exporter security filings, ii) origin marking, labeling or content reporting requirements, iii) global trade program certifications, iv) local content reporting or through bill of lading requirements, iv) the claiming of preferential tariff rates or other duty relief at the time of entry for Goods, tooling and equipment eligible under applicable trade preference regimes, and/or v) making all arrangements that are necessary for the Goods, tooling or equipment to be covered by any applicable duty deferral, inward processing relief, free trade zone program(s) or intrastate reporting of the country of import. Further, with
respect to the rules and regulations of the SEC, such obligations may include, but are not limited to, certifications relating to: i) the country of origin of any tantalum, tin, tungsten, gold or other minerals that may be designated in the future by the U.S. Secretary of State (collectively referred to as “conflict minerals”) that is included in any Goods, ii) whether any conflict minerals are necessary to the functionality or production of any of the Goods, iii) whether any conflict minerals included in the Goods come from a recycler or scrap supplier, iv) the identity of the smelters Supplier or its suppliers use to supply the Goods, v) Supplier’s collection of the foregoing information from its subsuppliers, vi) Supplier’s process with respect to providing the foregoing certifications and due diligence efforts, and/or vii) Supplier’s policies with respect to sourcing conflict minerals from The Democratic Republic of the Congo and its adjoining countries (collectively, the “Covered Countries”) and/or from smelters validated by an independent third party to not source conflict minerals from mines located in the Covered Countries that are supporting conflict in the region. Further, if TRW becomes obligated, with respect to any of its products containing the Goods, to cease obtaining any of the conflict minerals from mines located in the Covered Countries that are supporting conflict in the region, then Supplier will likewise cease obtaining such conflict minerals from such mines with respect to the Goods. Supplier will provide trade related documentation (i.e. preferential origin certificates, manufacturer’s affidavits, long term supplier declarations, etc.) by the deadlines requested by TRW, and will retain and make available to TRW upon request trade related documentation and other accompanying supporting documentation in accordance with any applicable document retention and audit regulatory requirements. In addition, Supplier will include applicable trade related documentation with each shipment.

4.2 Duty Drawback

The rights to and benefits of any duty drawback, including rights developed by substitution and rights which may be acquired from Supplier’s suppliers, export credits and other rights associated with any governmental trade incentive program, to the extent transferable to TRW, are the property of TRW. Supplier, at its expense, will provide all documentation and information and take any necessary steps to drawback any duty, taxes or fees paid to, and to receive export credits from, the government of the country of origin upon exportation of the Goods from such country.

4.3 Duties, Import Taxes and Brokerage

The responsibility for customs duties, import taxes, brokerage fees, customs clearance costs and other government fees will be determined in accordance with Incoterms 2010® and the shipment and routing instructions stated in the Order. If TRW is responsible for customs duties, it will be responsible for normal rates of duty only. Supplier will be responsible for all other duties, including special duties and government fees including, but not limited to, marking, anti-dumping and countervailing duties, to the extent permitted under the law of the country of importation. Supplier will be responsible for any document turnover fees or other ancillary charges to TRW from Supplier’s freight forwarder.

4.4 Import/Licenses and Regulatory Compliance

Supplier will advise TRW if the importation or exportation of the Goods requires an import or export license, or if the Goods are subject to any applicable export or re-export controls. Supplier will assist TRW in obtaining any required license where such license, per the terms of the contract or applicable regulatory requirements, is TRW’s responsibility to obtain. Supplier will provide to TRW and the appropriate governmental agency the documentation necessary to determine the admissibility and the effect of entry of the Goods into the country in which the Goods are delivered to TRW. Supplier warrants that the documentation and information regarding the import or export of the Goods supplied to TRW is complete, true and correct in every respect, and that all sales covered by an Order will be made at not less than fair value under the anti-dumping laws of the countries to which the Goods are exported. Supplier is responsible for any incorrect or untimely information provided by Supplier, Supplier’s forwarder or customs broker, or any noncompliance with government or customs regulations by Supplier that results in fines, penalties, damages and/or any additional duties for TRW due to Supplier’s error or untimely provision of documentation or information. Supplier also acknowledges and agrees to adhere to and to obtain all special or requested trade program or exporter filing requirements (i.e. Authorized Exporter Program) and to adhere to all security procedures required by TRW or any government or customs authorities, including but not limited to any and all Importer Security Filing requirements and equivalent programs (i.e. ISF, ENS, etc.). U.S. Customs-Trade Partnership Against Terrorism (C-TPAT) program, other Authorized Economic Operator (AEO) and equivalent programs and statistical reporting requirements and programs. Supplier shall share with TRW any audit or inspection information related to supply chain security inspection and/or validation at Supplier locations. Goods which are produced, stored, forwarded or carried by order of TRW, which are delivered to a TRW ship to location shall be produced, stored, prepared and loaded in a secure business premise with
secure loading and shipping areas. Such Goods shall be protected against unauthorized interference during production, storage, preparation, loading and transportation. Reliable staff shall be employed for the production, storage, preparation, loading and transport of such Goods. Suppliers’ business partners working in relation to TRW supplied Goods shall ensure that these supply chain security criteria are adhered to.