

Adient US LLC  
49200 Halyard Drive  
Plymouth, MI 48170



April 28, 2023

VIA EMAIL

**Attn: Adient Suppliers**

RE: UNAUTHORIZED CHANGES

Adient US LLC and its affiliates (“Adient”) value our relationship with our Suppliers and work diligently to address issues and concerns as they arise. The products you provide as an Adient Supplier are essential to enable Adient to provide our customers with the highest quality products and services. However, our standard of excellence is at risk if Suppliers make unauthorized changes to the products or components. All of Adient’s customers’ terms and conditions prohibit Adient and thereby Adient’s sub-suppliers, from making any authorized change without advance written approval and consent. Please consider this letter a reminder of the standards and obligations each of us have regarding unauthorized changes.

In addition, Adient issued Purchase Orders to our Suppliers are governed by Adient’s Terms and Conditions of Purchase available at [www.adient.com/suppliers](http://www.adient.com/suppliers) (“Adient Terms”). The Adient Terms also expressly prohibit unauthorized changes. We refer you to Section 9. (b) of the Terms, which states:

*(b) Seller will not make any change relating to Supplies – including without limitation, in the Supplies’ contents, design, specifications, processing, packing, marking, shipping, price or date or place of delivery – except at Buyer’s written instruction or with Buyer’s written approval. Such prohibited changes include, without limitation, changing (i) any third party supplier to Seller of the services, raw materials or goods used by Seller in connection with its performance under the Order, (ii) any facility from which Seller and/or any such third party supplier operates and that relates in any way to the Supplies, or to services, raw materials or goods used by Seller in connection with performance under the Order, (iii) the price of any Supplies covered by the Order, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with the Order, (v) the fit, form, function, appearance or performance of any Supplies covered by the Order, or (vi) the production method, or any process or software, or any production equipment used in the production or provision of, or as part of, any Supplies under the Order. Any changes by Seller to any Order or to the Supplies covered by the Order*

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*without the prior written approval of an authorized representative of Buyer shall constitute a breach of the Order.*

Please take a moment to review and familiarize yourselves and your respective operations with the requirements described above. If you have any questions about complying with your obligations on this matter, please reach out directly to your Adient interfaces.

Sincerely,

Adient US LLC

A handwritten signature in black ink, appearing to read "Razzaaq McConner". The signature is fluid and cursive, with a large initial 'R' and 'M'.

Razzaaq McConner  
Vice President Purchasing Americas