

SUPPLIER MANUAL



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Part I: Purchasing Procedures

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Part I: Purchasing Procedures

A. Handbook Guidelines

- The guidelines in this manual are intended to promote a mutually beneficial relationship between The Zippertubing Company (ZT) and its suppliers, where both strive to meet the demanding requirements of today's marketplace.
- In accordance with our ISO: 9001 & ISO/TS 16949, ZT is responsible for the evaluation and selection of suppliers on their ability to supply products in accordance to our internal specifications and/or customer requirements.
- 3. Using the processes described in this manual, it is ZT's intention to monitor and evaluate the performance of its suppliers in several key areas:
 - Quality
 - · Delivery performance
 - · Responsiveness to requests
 - Adherence to documentation and packaging requirements
 - Pricing
 - Ability to meet ISO: 9001 and/or ISO/TS 16949 requirements

B. Scope

- The purchasing procedures outlined in this manual are applicable to suppliers of primary materials and services, where these goods or services directly affect the quality of the ZT product offered for sale to its customers.
- The procedures outlined in this manual are not applicable to suppliers of maintenance, repair and operating supplies, and any other suppliers of office and building supplies.

C. Quotes and Pricing

- Suppliers must provide prices in writing, by either email or formal quotation, before a purchase order (PO) can be issued.
- Discrepancies between quotes and actual prices must be resolved before the product ships and an invoice is issued.
- ZT reserves the right to re-negotiate prices on changing information due to suppliers, customers or changes in the marketplace.
- 4. Suppliers may also request that ZT review current pricing levels in response to changes in suppliers' information.

D. Purchase Order

- 1. Purchase orders cannot be issued to suppliers that are not listed in the vendor database.
- 2. Suppliers are not authorized to supply materials, products or services without on authorized PO.

E. Acceptance of Order

- 1. It is the Supplier's responsibility to review the PO and confirm the following to the Buyer within 24 hours:
 - · The order has been received
 - The scheduled date can be met. (Note: the PO reflects the expected delivery date and not the ship date.)
 - The pricing is as agreed. Discrepancies in PO pricing must be communicated at the time of receipt of a PO; otherwise the vendor accepts the price listed on the PO.
- 2. The Supplier is responsible to meet all of the requirements agreed to and indicated in the provided documents.

PART I (cont.) pg.3

F. Specifications

1. Suppliers must adhere to the product-specific specifications supplied by ZT, in the form of a material specification or drawing.

- Suppliers are responsible for determining whether
 they have the correct technical specification to perform
 the required work. Note: If the required specifications
 cannot be met, it is the Supplier's responsibility to notify
 Purchasing and to acquire the correct specifications before
 filling the PO.
- The Supplier may be granted a limited time deviation from the requirements with written approval from ZT's Purchasing and Quality departments.

G. Schedule

- 1. The schedule for delivery of goods provided will be mutually agreed upon at the time the PO is issued.
- Immediately upon identifying any factors that might contribute to a change in the agreed-upon schedule, it is the Supplier's responsibility to notify the Buyer of any possible modification.

PART II: GENERAL REQUIREMENTS

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Part II: General Requirements

A. Quality Requirements

- 1. Supplier's for automotive parts must meet our ISO/TS 16949 requirements as follows:
 - Must be ISO/TS 16949 or have a plan to achieve certification with a minimum of an ISO: 9001 certification.
 - Automotive suppliers are required to submit a PPAP (Level 3 or as defined) on all parts supplied to ZT.
 - ZT will be auditing automotive suppliers, generally once in a 5 year period.
- 2. Supplier's for non-automotive parts must meet our ISO: 9001 requirements as follows:
 - ISO: 9001 Certification (preferred) or at a minimum must have a Quality Management System in place.

B. Documentation

- Each box or pallet must be identified with the following information. Additional information may be designated on individual PO's.
 - · Manufacturer's Name
 - · Manufacturer's Date
 - · Lot Number
 - · Material Part Number
 - · ZT Part Number
 - · Quantity per package
 - ZT PO Number
- The following documents will be included with shipment. Additional information may be designated on individual PO's.
 - · Certificate of Conformance
 - · Packing Slip with the following information:
 - 1. Manufacturer's Name
 - 2. Manufacturer's Date
 - 3. Lot Number
 - 4. Material Part Number
 - 5. ZT Part Number
 - 6. Quantity per package
 - 7. ZT PO Number
 - Test Reports / MSDS Sheets (as required)

C. Packaging

- All material must be packaged appropriately to prevent damage during transport. Such packaging material may include the use of appropriate cushioning material, dividers, fillers, etc. Boxes must be closed and taped, top and bottom.
- Boxes must be of sufficient strength to protect the contents during transit. Boxes should be sized to fit the material in order to prevent movement of the product during transport.
- If product cannot be boxed and ships directly on a pallet then the pallet must be in good condition prior to use.
 Pallet shall have no broken boards or protruding nails. A corrugated slip sheet should be placed over pallet slats before material is stacked.
- 4. Pallet should be shrink wrapped and/or strapped to prevent shipping damage to product. When possible use corner boards to stabilize product.
- It is the Supplier's responsibility to ensure product is adequately secured and packaged through the use of any combination of stretch wrap, corner boards, and/or strapping to prevent damage during transit.

D. Shipping

1. Please see Routing Guide for shipping instructions.

E. Inspection, Acceptance and Rejection

- 1. All incoming material is inspected. The following items are checked:
 - Verify packing slip includes: PO number, part number & quantity
 - Physical count of part/material
 - · Visually inspect the quality of product
 - Verify that Certificate of Conformance was supplied
 - If dimensional check or test required, QA handles inspection
 - As Required, other special items listed on PO (i.e. MSDS sheets, First Article reports, PPAP's)



PART II (cont.) pg.5

- 2. If part/material passes above criteria part is moved to stock.
- If part/material doesn't pass above criteria, ZT purchasing will notify supplier that a discrepancy was found during the receiving process.
 - Depending on severity of issue, the following may occur:
 - 1. Corrective action issued
 - Product rejected and returned to supplier at supplier's cost

F. Chargeback for Non-Conforming Material

- Failure of purchased material that causes additional cost to ZT may be billed back to the Supplier or withheld from payment.
- 2. ZT will notify suppliers of those costs to be recovered, including detailed information regarding expenses incurred.
- Suppliers will have a 48-hour period to challenge the indicated and communicated costs before they are levied. After that point the supplier will not maintain the ability to challenge the costs associated with the cost of poor quality material.

Part III: Evaluation of Suppliers

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Part III: Evaluation of Suppliers

A.Purpose

- This section describes the requirements for evaluation of both new and existing suppliers, whose products or materials directly affect parts ZT offers for sale to its customers.
- 2. Suppliers will be notified regarding what products they will be supporting, automotive or non-automotive. Automotive and non-automotive each have their own requirements.
- 3. To improve our communication and performance with suppliers we have established the Supplier Rating System using the Report Card as a vehicle to provide feedback to our suppliers on their performance. This feedback will focus on Delivery, Quality (rejected parts), and Service/Responsiveness.
- Automotive Supplier performance will be evaluated twice a year. Non-Automotive supplier performance will be evaluated once a year. The distribution and calculations of these points are explained in detail under the supplier performance rating system.

B. Evaluation of New Suppliers

 New suppliers must undergo an initial evaluation to ascertain their stated capability to meet quality requirements. This is accomplished via the submission of a Vendor/Supplier Survey.

C. Evaluation of Existing Suppliers

 The performance of existing suppliers will be evaluated through the score card to ensure that quality requirements are being achieved. The evaluation criteria are defined in the supplier performance rating system.

D. Supplier Performance Rating System

- 1. Scoring Criteria Deliveries
 - The Delivery category accounts for 30 points of the overall Scorecard. Delivery ratings are calculated on the basis of the amount of shipments that have errors versus the total amount of shipments in a given period. This information is then calculated into a percentage.
 - Delivery ratings are determined on the occurrence of the following criteria only when it is determined to be the Supplier's responsibility:
 - 1. Late deliveries
 - 2. Premium freight occurrences
 - 3. Damaged parts
 - 4. Over shipment of the quantity ordered
 - 5. Short shipment of the quantity ordered
 - The potential for more than one occurrence per PO line item does exist.
 - If no shipments are received in the given month, a notation will appear on your Scorecard in the comment section.
 - The system automatically calculates the delivery percentage and associated points based on the following formula: Delivery % = [(total shipments - number of occurrences) / total shipments] x 100
 - Example: A Supplier sends 36 shipments for the month, of those 36 shipments, 1 shipment is late, and 1 shipment is short of the quantity ordered. This counts as 2 occurrences. The delivery percentage calculation will be [(36-2) / 36] x 100 = 94.4 %.

Delivery Rating	Score
98.0 – 100.0 %	30
95.0 – 98.9 %	27
90.0 – 94.9 %	25
85.0 – 89.9 %	20
80.0 – 84.9 %	17
75.0 – 79.9 %	15
70.0 – 74.9 %	13
60.0 – 69.9 %	10
59.9% or below	0

- 2. Scoring Criteria Quality/Rejected Parts
 - The Quality/Rejected Parts category accounts for 30 points of the overall Scorecard rating.
 - Supplier Quality/Rejected Parts is calculated on the basis of the amount of non-conforming materials versus the total amount of materials received in a period.
 - Example: A Supplier ships 1,500 parts, of those 30 are found to be nonconforming. The Scorecard calculation will be 30/1500 = 2.00%. The Supplier's score for this example will be 25 points. See table below:

Q/RP Rating	Score
0.0 – 1.50 %	30
1.51 – 2.50 %	25
2.51 – 3.50 %	20
3.51 – 4.50 %	15
4.51 – 5.50 %	10
5.51% or more	0

- 3. Scoring Criteria Service/Responsiveness
 - The Service/Responsiveness category accounts for 40 points of the overall Scorecard.
 - Service ratings are determined on the basis of the following criteria with each being rating in the range of 0-5:
 - 1. Communication Response
 - 2. PO Process/Acknowledgements

- 3. Expedites and Reschedules
- 4. Invoice Issue Resolution
- 5. Documentation supplied with each shipment
- 6. RFQ's Timely
- 7. Cost reduction efforts
- 8. Overall ease of doing business

Delivery Rating	Score
Meets always	5
Meets most of the time	4
Meets sometimes	3
Meets rarely	2
Does not meet	0

- 4. Overall Expectations
 - Green Grade of 90-100 is passing
 - Yellow Grade of 70-89 needs improvement
 - Red Grade of 0-69 immediate improvement required or supplier will be disqualify
 - If you fall below the passing expectation the following may occur depending on severity of issue.
 - 1. Corrective action issued
 - 2. Supplier audit
 - 3. Supplier disqualification

Part IV: Attachments

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- Routing Guide
- Supplier Purchase Order Terms & Conditions
- Vendor/Supplier Survey
- Supplier Score Card



Attention Traffic Department and Customer Service Department

Dear Vendor,

In an effort to control rising freight costs, effective May 12, 2014, please begin using the following guidelines for consolidating our orders before shipping our product. Our goal is to consolidate as much product as possible into a single shipment, while maintaining our required ship dates. We enjoy the successful trading partnership we have and appreciate your cooperation in adhering to our routing guidelines.

These instructions supersede all previous routing instructions. It is our policy to charge back freight charges and offset expenses in the event our routing instructions are not followed.

It is critical we have correct shipping addresses and contact names. Please update this information for us whenever a change occurs.

Sincerely,

Zippertubing's Purchasing Department The Zippertubing Co. 7150 West Erie Street Chandler, AZ 85226 purchasing@zippertubing.com

Office: 1(800)321-8178 www.zippertubing.com



USA & CANADA

0-100 lbs.

- 1. UPS Ground acct# X5551X
- FED EX Ground acct# 386567611

100 lbs. + (LTL)

1. Old Dominion Freight

1-800-800-1431

www.odfl.com

For more than 7 pallets request for the Volume Rate (Linear Rate).

2. YRC

1-800-610-6500 www.yrcfreight.com

FTL

Contact ZT Purchasing Department

Overseas Transportation

- 1. YUSEN Logistics
- 2. Senator International
- 3. DHL Account No. 964203011 (By ZT request only)
 - Consolidate multiple packages that incur single piece charges. Whenever possible, smaller cartons should be packed
 into an appropriate Master Carton. Please put "MUST OPEN TO RECEIVE" on the Master Carton. Consolidating
 multiple smaller packages into one a Master Carton may help reduce the rate and delivered cost dramatically.
 - EXAMPLE:5cartons@1lb.,Zone2=\$4.20x5or\$21.00;1carton@7lbs.(allowingforMasterCartonweight),Zone2=\$5.05
 - 2. Dimensional Weight Rating occurs when "less dense" or "lightweight" product is packaged into a carton that is excessively large. Packages that are 3 Cubic Feet (5184 Cu. Inches) or greater are subject to the Dimensional Weight Rating rule and may incur a resultant "billable weight" rating or actual weight rating, whichever is greater.

NOTE: Especially when shipping "less dense" product, it is desirable to optimize package sizes to keep under 3 Cubic Feet. This way, actual weight rating will be used.

EXCEPTIONS TO CONSOLIDATION PROCESS

1. Vendors that ship freight prepaid.



<u>Supplier purchase order terms & conditions</u>

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1. SHIPPING INSTRUCTIONS: (a) On date of shipment, send original bill of lading, air bill or express receipt reflecting this order number to Buyer. (b) Do not deliver ahead of schedule unless authorized by Buyer. Describe shipments in accordance with the carrier's tariffs to obtain the lowest freight rate. Do not insure or declare value on shipment beyond F.O.B. point. When a shipment is subject to freight rates dependent upon value, annotate the bill of lading, air bill or express receipt to show that the shipment is released at the maximum value which applies to the lowest rate provided in applicable tariffs.

Consolidate all shipments to be forwarded on one day. Articles furnished in excess of the quantity specified or in excess of any allowable overage will be retained by Buyer at no additional cost, unless Seller notifies Buyer within 45 days after shipment that it desires the return thereof. Seller will reimburse Buyer for the full cost of returning such over shipment or a minimum charge of \$50.00, whichever is higher. Mail the invoice to Buyer's Accounting Department when articles are shipped. STATE SHIPPING POINT ON ALL INVOICES. Each case or parcel and accompanying packing list of contents must show Buyer's order number. If no packing list accompanies the shipment, Buyer's count will be conclusive on Seller.

- 2. EXTRA: No charge will be allowed for transportation, packaging, packing or returnable containers unless stated. All shipments must be package so as to permit efficient handling and to provide protection in shipment, and if tendered to a common carrier for delivery, must also conform to the packaging requirements applicable to such carrier. Damage to any articles resulting from improper packaging will be charged to Seller.
- 3. SPECIFICATIONS: All articles ordered to Buyer's specifications will comply with such specifications current as of the date of this order unless otherwise specified by Buyer.
- 4. WARRANTY: Unless otherwise agreed to in writing by the parties, Seller warrants that articles ordered to specifications will conform thereto and to any drawings, samples or other description furnished or adopted by Buyer, or, if not ordered to specifications, will be fit and sufficient for the purpose intended, and that all articles will be merchantable, of good material and workmanship, and free from defect. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection test, acceptance of, and payment for the articles and shall run to Buyer, its successors, assigns and customers. Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of the defective or nonconforming article or part thereof. Return to Seller of any defective or nonconforming article and delivery to Buyer of any corrected or replaced articles shall not be corrected or replaced unless specified on Buyer's written order. Articles require to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection" in the same manner and to the same extent as articles originally delivered under this order.
- 5. INSPECTION: All articles are subject to final inspection and acceptance at Buyer's plant notwithstanding any payments or other prior inspections. Such final inspection shall be made within a reasonable time after delivery.
- 6. RELEASE OF NEWS INFORMATION AND ADVERTISING: Seller shall not, without the prior written consent of Buyer: (a) make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this order, or any phase of any program hereunder, or (b) in any manner advertise or publish the fact that Buyer has placed this order.
- 7. TERMINATION: Buyer may terminate this order, in whole or in part, if Seller fails to comply with any of the provisions hereof, or if Seller becomes the subject of a proceeding under state or federal law for relief of debtors or makes an assignment for the benefit of creditors.
- 8. PATENT, TRADEMARK, COPYRIGHT, DATA RIGHTS INDEMNITY: Seller hereby indemnifies Buyer, its successors, assigns agents, customers, and users of the articles against loss, damage or liability, including costs and expenses which may be incurred on account of any suit, claim, judgment or demand involving infringement or alleged infringement of any patent, trademark, copyright or data rights in the manufacture, use or disposition of any articles supplied hereunder provided Buyer shall notify Seller of any suit instituted against it and to the full extent of its ability to do so, shall permit Seller to defend the same ability to do so, shall permit Seller to make settlement in respect thereof. Buyer does not grant indemnity to Seller for infringement of any patent, trademark, copyright or data rights.

- 9. ASSIGNMENT: Neither this order nor any rights or obligations herein may be assigned by Seller nor may Seller subcontract in whole the performance of its duties hereunder without, in either case, Buyer's prior written consent. The terms and conditions of this order shall bind any permitted successors and assigns of Sellers. Any consent by Buyer to assignment shall not be deemed to waive Buyer's right to recoupment and/or set off of claims arising out of this or any other transactions with Seller, it divisions, affiliates or subsidiaries, or to settle or adjust matters with Seller without notice to permitted successors and assigns.
- 10. CHANGES: Buyer may, at any time, make changes in the specifications, designs or drawings, samples or other description to which the articles are to conform, in methods of shipment and packaging, or place of delivery. If any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this order, whether changed or not changed by any such order, an equitable adjustment must be made in writing within thirty (30) days of the receipt of any such notice, provided, however, that Buyer may, in its discretion, receive and act upon any such claim so made at any time prior to final payment under this order. Nothing in this clause shall excuse the Seller from proceeding without delay to perform this order as changed.
- 11. GRATUITIES: Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to Buyer's employees, agents or representatives with a view toward securing this order or securing favorable treatment with respect thereto.
- 12. NOTICE TO BUYER OF LABOR DISPUTES: (a) Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this order, Seller shall immediately give notice thereof, including all relevant information, with respect thereto, to Buyer. (b) Seller agrees to insert the substance of this clause, including this paragraph (c), in any subcontract hereunder as to which a labor dispute may delay the timely performance of this order.
- 13. EFFECT OF INVALIDITY: The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision.
- 14. RIGHTS, REMEDIES AND WAIVER: The rights and remedies provided Buyer herein shall be cumulative, and in addition to any other rights and remedies provided by law or equity. Seller shall be liable for all incidental or consequential damages, including but not limited to, loss of profits, capital or production and personal injury or property damage, whether arising out of contract, negligence, strict tort or breach of warranty. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach. The laws of the state shown in the Buyer's address, printed on the face of this order, shall apply in the construction hereof.
- 15. DISPUTES: Any dispute arising under this order which is not settled by agreement of the parties may be settled by appropriate legal proceedings. Pending any decision, appeal or judgment in such proceedings or the settlement of any dispute arising under this order, Seller shall proceed diligently with the performance of this order in accordance with the decision of Buyer.
- 16. TAXES AND OTHER EXACTIONS: Seller assumes exclusive liability under all laws that impose taxes or other exactions on the manufacture or sale of the items to be furnished hereunder. Time is of the essence in the performance of the order by Seller. Except if title has heretofore passed to Buyer or Buyer's heirs under other provisions of this order, title to the articles shall pass to Buyer upon delivery of the articles to the F.O.B. point names herein.
- 17. EXCUSABLE DELAYS: Buyer shall not be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of the Government in either contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.

This order constitutes Buyer's offer to purchase the materials, services and articles, all of which are herein called "articles," described elsewhere in this order in accordance with its provisions which include the provisions hereto and provisions incorporated herein by reference.



ZT-PUR-011 Rev A 11/08/2013





Vendor/Supplier Survey

Vendor/Supplier Name:							
Address:							
		:		Zip Code:			
		Onsite Survey Self S					
		Web Site:		E-ma	il:		
□ Repair Service: □ Product Supplier: □ Manufacturing/OEM: □ Distributor:							
Section 3: <u>List all process</u>	s Capabilitie	s by Mil or Manufacture F	Process Speci	fication 1	Numb	<u>er</u>	
If you are ISO 9001 c	ertified, TS169- tions 1, 2, 3 & 6 ters who are no	49 certified, or third party appro-	ved, just comple a copy of your	ete and veri	fy the i		in
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Issued: 10/22/2013



Email: purchasing@zippertubing.com



Section 4: Quality Assurance Continued				
		Yes	NO	N/A
Does the QA organization train employees in accept	able QA methods and practices?			
Are there ample QA personnel to maintain control o	f quality?			
Does the QA organization have a documented system vendors/suppliers?	m in place for quality auditing of			
Does the QA organization require that vendors/supp Program?	liers have an adequate Quality Assurance			
Does your QA organization periodically inspect stoo	ek rooms?			
Does the facility have written procedure for controll	ing engineering documents?			
Does the QA organization maintain control over cal-	ibration of inspection equipment?			
Does the QA organization maintain control over too	ling?			
Are measuring devices, gages and other equipment a are they calibrated and controlled?	available for inspection and shop personnel, and			
Is there a receiving inspection program?				
Do receiving inspection records indicate acceptance	or rejection of incoming material?			
Are incoming materials identified to acceptable pure	chase order or material certifications?			
Does your facility have a secure bond/quarantine are	ea for discrepant material?			
Are records maintained to reflect vendors/suppliers, performance rating?				
Is inventory rotated on a first in, first out (FIFO) cyc	ele?			
Does your facility maintain control for customer sup	oplied material?			
Does your facility have a shelf life material control p	program?			
Does your facility perform in-process inspection				
Section 5: <u>List Major Customer</u>				
Section 6: <u>Person completing supplier/ven</u>	dor survey.			
Name:	Title:	I	Date:	
Internal use only.				
Approved By:	Title:]	Date:	
Disapproved By:	Title:]	Date:	

Issued: 10/22/2013

This is a sample test report that is sent out twice a year to the supplier.



7150 W. Erie St. • Chandler, AZ 85226 800.321.8178 • Fax 480.285.3997 www.zippertubing.com

			Supplier Information	uc			
Supplier Name:			Time Frame:			Total Score	94
Spend YTD:			Commodity:				Max Possible 100
Supplier Type:	Automotive		Non-Automotive				
	Deliveries			ⁱ nD	Quality / Rejected Parts	d Parts	
Total Deliveries	49			Total parts rejected	0		
On-time Deliveries	49			Total parts delivered	1147		
Late Deliveries	0						
Premium Freight	0	Score	30	Percent	0.00%	Score	30
Percent On-Time	%0.0		Max Possible 30				Max Possible 30
			Service / Responsiveness	ness			
	Range	Points			Range	Points	
Communication - Response	0-5	4		C of C's Supplied	0-5	2	
PO Process/Acknowledgements	0-5	2		RFQ's Timely	0-5	4	
Expedites and Reschedules	0-5	4		Cost Reduction Efforts	0-5	3	
Invoice Issue Resolution	0-5	2	Ove	Overall ease of doing business	0-5	4	
						Score	34
							Max Possible 40
			Communication				
Goals:							
Area's of concern:							
Feedback for Zippertubing:							

Reviewed By

Date





www.zippertubing.com

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