

SECURITIES AND EXCHANGE COMMISSION
 WASHINGTON, D.C. 20549

FORM 10-Q

(MARK ONE)
 (X) QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
 EXCHANGE ACT OF 1934 FOR THE QUARTERLY PERIOD ENDED SEPTEMBER 30, 2002, OR
 () TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES
 EXCHANGE ACT OF 1934 FOR THE TRANSITION PERIOD
 FROM _____ TO _____

COMMISSION FILE NO. 0-10235

GENTEX CORPORATION
 (Exact name of registrant as specified in its charter)

MICHIGAN 38-2030505
 (State or other jurisdiction of (I.R.S. Employer Identification No.)
 incorporation or organization)

600 N. CENTENNIAL, ZEELAND, MICHIGAN 49464
 (Address of principal executive offices) (Zip Code)

(616) 772-1800
 (Registrant's telephone number, including area code)

 (Former name, former address and former fiscal year, if changed
 since last report)

Indicate by check mark whether the registrant (1) has filed all reports required
 to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during
 the preceding 12 months (or for such shorter period that the registrant was
 required to file such reports), and (2) has been subject to such filing
 requirements for the past 90 days.

Yes X No

APPLICABLE ONLY TO ISSUERS INVOLVED IN BANKRUPTCY PROCEEDINGS DURING THE
 PRECEDING FIVE YEARS:

Indicate by check mark whether the registrant has filed all documents and
 reports required to be filed by Section 12, 13 or 15(d) of the Securities
 Exchange Act of 1934 subsequent to the distribution of securities under a plan
 confirmed by a court.

Yes No

APPLICABLE ONLY TO CORPORATE USERS:

Indicate the number of shares outstanding of each of the issuer's classes of
 common stock, as of the latest practicable date.

Class	Shares Outstanding at October 17, 2002
-----	-----
Common Stock, \$0.06 Par Value	76,073,245

Exhibit Index located at page 13

PART I. FINANCIAL INFORMATION

ITEM 1. CONSOLIDATED FINANCIAL STATEMENTS

GENTEX CORPORATION AND SUBSIDIARIES

CONDENSED CONSOLIDATED BALANCE SHEETS

ASSETS	September 30, 2002	December 31, 2001
	-----	-----
CURRENT ASSETS		
Cash and cash equivalents	\$151,561,932	\$139,784,721
Short-term investments	44,449,810	65,859,016
Accounts receivable, net	40,775,959	31,994,939
Inventories	17,649,171	14,405,350
Prepaid expenses and other	6,692,107	7,814,468
	-----	-----
Total current assets	261,128,979	259,858,494
PLANT AND EQUIPMENT - NET	122,172,675	110,862,310
OTHER ASSETS		
Long-term investments	188,334,263	132,771,234
Patents and other assets, net	4,009,277	3,330,760
	-----	-----
Total other assets	192,343,540	136,101,994
	-----	-----
Total assets	\$575,645,194	\$506,822,798
	=====	=====
LIABILITIES AND SHAREHOLDERS' INVESTMENT		
CURRENT LIABILITIES		
Accounts payable	\$ 14,094,801	\$ 9,378,937
Accrued liabilities	17,825,069	11,606,467
	-----	-----
Total current liabilities	31,919,870	20,985,404
DEFERRED INCOME TAXES	2,099,869	6,836,865
SHAREHOLDERS' INVESTMENT		
Common stock	4,564,395	4,510,317
Additional paid-in capital	120,470,768	105,327,971
Other shareholders' investment	416,590,292	369,162,241
	-----	-----
Total shareholders' investment	541,625,455	479,000,529
	-----	-----
Total liabilities and shareholders' investment	\$575,645,194	\$506,822,798
	=====	=====

See accompanying notes to condensed consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF INCOME

	Three Months Ended September 30		Nine Months Ended September 30	
	2002	2001	2002	2001
NET SALES	\$ 101,516,275	\$ 74,116,183	\$ 287,911,087	\$ 230,587,557
COST OF GOODS SOLD	60,820,878	45,685,789	172,959,610	140,067,867
Gross profit	40,695,397	28,430,394	114,951,477	90,519,690
OPERATING EXPENSES:				
Research and development	5,974,215	5,081,973	17,183,818	15,307,817
Selling, general & administrative	5,142,636	4,694,263	15,426,934	14,398,677
Total operating expenses	11,116,851	9,776,236	32,610,752	29,706,494
Income from operations	29,578,546	18,654,158	82,340,725	60,813,196
OTHER INCOME (EXPENSE)				
Interest, net	2,996,813	3,090,374	8,673,118	9,998,150
Other	(832,098)	371,728	382,911	859,698
Total other income	2,164,715	3,462,102	9,056,029	10,857,848
Income before provision for income taxes	31,743,261	22,116,260	91,396,754	71,671,044
PROVISION FOR INCOME TAXES	10,316,000	7,188,000	29,705,500	23,294,000
NET INCOME	\$ 21,427,261	\$ 14,928,260	\$ 61,691,254	\$ 48,377,044
Earnings Per Share:				
Basic	\$ 0.28	\$ 0.20	\$ 0.82	\$ 0.65
Diluted	\$ 0.28	\$ 0.20	\$ 0.81	\$ 0.64
Weighted Average Shares:				
Basic	75,688,349	74,966,071	75,379,342	74,665,184
Diluted	76,585,241	76,140,308	76,521,515	75,842,779

See accompanying notes to condensed consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES
CONDENSED CONSOLIDATED STATEMENTS OF CASH FLOWS

	Nine Months Ended September 30,	
	2002	2001
	-----	-----
CASH FLOWS FROM OPERATING ACTIVITIES:		
Net income	\$ 61,691,254	\$ 48,377,044
Adjustments to reconcile net income to net cash provided by operating activities-		
Depreciation and amortization	14,329,578	11,723,699
(Gain) loss on disposal of equipment	11,180	154,093
Deferred income taxes	2,497,161	363,198
Amortization of deferred compensation	854,654	698,909
Change in operating assets and liabilities:		
Accounts receivable, net	(8,781,020)	879,916
Inventories	(3,243,821)	(3,570,893)
Prepaid expenses and other	1,684,689	(657,426)
Accounts payable	4,715,864	2,871,105
Accrued liabilities	6,218,602	2,253,073
	-----	-----
Net cash provided by operating activities	79,978,141	63,092,718
	-----	-----
CASH FLOWS FROM INVESTING ACTIVITIES:		
(Increase) decrease in short-term investments	21,409,206	(31,545,088)
Plant and equipment additions	(25,534,851)	(39,001,311)
Proceeds from sale of plant and equipment	189,926	1,244,285
(Increase) decrease in long-term investments	(77,838,701)	18,480,051
(Increase) decrease in other assets	(849,620)	(700,974)
	-----	-----
Net cash used for investing activities	(82,624,040)	(51,523,037)
	-----	-----
CASH FLOWS FROM FINANCING ACTIVITIES:		
Issuance of common stock in connection with stock plan transactions	14,423,110	10,262,587
	-----	-----
Net cash provided by financing activities	14,423,110	10,262,587
	-----	-----
NET INCREASE IN CASH AND CASH EQUIVALENTS	11,777,211	21,832,268
CASH AND CASH EQUIVALENTS, beginning of period	139,784,721	110,195,583
	-----	-----
CASH AND CASH EQUIVALENTS, end of period	\$ 151,561,932	\$ 132,027,851
	=====	=====

See accompanying notes to condensed consolidated financial statements.

GENTEX CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS

- (1) The condensed consolidated financial statements included herein have been prepared by the Registrant, without audit, pursuant to the rules and regulations of the Securities and Exchange Commission. Certain information and footnote disclosures normally included in financial statements prepared in accordance with accounting principles generally accepted in the United States have been condensed or omitted pursuant to such rules and regulations, although the Registrant believes that the disclosures are adequate to make the information presented not misleading. It is suggested that these condensed consolidated financial statements be read in conjunction with the financial statements and notes thereto included in the Registrant's 2001 annual report on Form 10-K.
- (2) In the opinion of management, the accompanying condensed consolidated financial statements contain all adjustments, consisting of only a normal and recurring nature, necessary to present fairly the financial position of the Registrant as of September 30, 2002, and December 31, 2001, and the results of operations and cash flows for the interim periods presented.
- (3) Inventories consisted of the following at the respective balance sheet dates:

	September 30, 2002 -----	December 31, 2001 -----
Raw materials	\$10,127,477	\$ 8,376,321
Work-in-process	1,915,579	1,649,389
Finished goods	5,606,115	4,379,640
	-----	-----
	\$17,649,171	\$14,405,350
	=====	=====

- (4) The following table reconciles the numerators and denominators used in the calculation of basic and diluted earnings per share (EPS):

	Quarter Ended September 30, -----		Nine Months Ended September 30, -----	
	2002 ----	2001 ----	2002 ----	2001 ----
Numerators:				
Numerator for both basic and diluted EPS, net income	\$21,427,261	\$14,928,260	\$61,691,254	\$48,377,044
Denominators:				
Denominator for basic EPS, weighted-average shares outstanding	75,688,349	74,966,071	75,379,342	74,665,184
Potentially dilutive shares resulting from stock plans	896,892	1,174,237	1,142,173	1,177,595
	-----	-----	-----	-----
Denominator for diluted EPS	76,585,241	76,140,308	76,521,515	75,842,779
	=====	=====	=====	=====
Shares related to stock plans not included in diluted average common shares outstanding because their effect would be antidilutive	838,681	452,710	616,265	463,654

- (5) Comprehensive income reflects the change in equity of a business enterprise during a period from transactions and other events and circumstances from non-owner sources. For the Company, comprehensive income represents net income adjusted for items such as unrealized gains and losses on certain investments and foreign currency translation adjustments. Comprehensive income was as follows:

September 30, 2002 -----	September 30, 2001 -----
-----------------------------	-----------------------------

Quarter Ended
Nine Months Ended

\$14,516,584
47,347,162

\$9,532,007
42,532,492

GENTEX CORPORATION AND SUBSIDIARIES

NOTES TO CONDENSED CONSOLIDATED FINANCIAL STATEMENTS (CONT.)

- (6) The increase in common stock and additional paid-in capital during the quarter ended September 30, 2002, is attributable to the issuance of 255,102 and 901,294 shares, respectively, of the Company's common stock under its stock-based compensation plans.
- (7) The Company currently manufactures electro-optic products, including automatic-dimming rearview mirrors for the automotive industry and fire protection products for the commercial building industry:

	Quarter Ended September 30,		Nine Months Ended September 30,	
	2002	2001	2002	2001
Revenue:				
Automotive Products	\$ 95,993,245	\$ 68,644,031	\$271,453,080	\$214,176,956
Fire Protection Products	5,523,030	5,472,152	16,458,007	16,410,601
Total	\$101,516,275	\$ 74,116,183	\$287,911,087	\$230,587,557
Operating Income:				
Automotive Products	\$ 28,642,341	\$ 17,530,876	\$ 79,334,411	\$ 57,474,616
Fire Protection Products	936,205	1,123,282	3,006,314	3,338,580
Total	\$ 29,578,546	\$ 18,654,158	\$ 82,340,725	\$ 60,813,196

GENTEX CORPORATION AND SUBSIDIARIES

ITEM 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF RESULTS OF OPERATIONS AND FINANCIAL CONDITION

RESULTS OF OPERATIONS:

THIRD QUARTER 2002 VERSUS THIRD QUARTER 2001

Net Sales. Net sales for the third quarter of 2002 increased by approximately \$27,400,000, or 37%, when compared with the third quarter last year. Net sales of the Company's automotive mirrors increased by \$27,349,000, or 40%, as electrochromic mirror unit shipments increased by 29% from approximately 1,704,000 in the third quarter of 2001 to 2,206,000 in the current quarter. This increase reflected the increased penetration of interior and exterior electrochromic Night Vision Safety(TM) (NVS(R)) Mirrors on 2003 model year vehicles plus additional content. Unit shipments to customers in North America increased by 26%, primarily due to increased penetration into the mid-sized vehicle segment and higher automotive production levels. Mirror unit shipments to automotive customers outside North America increased by 35% compared with the third quarter in 2001, primarily due to increased interior and exterior mirror sub-assembly shipments to European and Asian-Pacific automakers. Net sales of the Company's fire protection products increased 1%, primarily due to higher sales of certain of the Company's signaling products.

Cost of Goods Sold. As a percentage of net sales, cost of goods sold decreased from 62% in the third quarter of 2001 to 60% in the third quarter of 2002. This decreased percentage primarily reflected the higher sales level leveraged over the fixed overhead costs and product mix, partially offset by annual customer price reductions to two major automotive customers.

Operating Expenses. Research and development expenses increased approximately \$892,000, but decreased from 7% to 6% of net sales, when compared with the same quarter last year, primarily reflecting additional staffing, engineering and testing for new product development, including mirrors with additional electronic features. Selling, general and administrative expenses increased approximately \$448,000, but decreased from 6% to 5% of net sales, when compared with the third quarter of 2001. This increased expense primarily reflected the expansion of the Company's overseas sales and engineering offices.

Other Income - Net. Other income decreased by approximately \$1,297,000 when compared with the third quarter of 2001, primarily due to realized losses on the sale of equity investments.

NINE MONTHS ENDED SEPTEMBER 30, 2002 VERSUS NINE MONTHS ENDED SEPTEMBER 30, 2001

Net Sales. Net sales for the nine months ended September 30, 2002, increased by approximately \$57,324,000, or 25%, when compared with the same period last year. Net sales of the Company's automotive mirrors increased by 27%, as electrochromic mirror unit shipments increased by 23% from approximately 5,308,000 in the first nine months of 2001 to 6,540,000 in the first nine months of 2002. This increase primarily reflected increased penetration on 2002 and 2003 model year vehicles for interior and exterior electrochromic Night Vision Safety(TM) (NVS(R)) Mirrors. Shipments to customers in North America increased by 22%, primarily due to increased penetration and higher automotive production levels. Mirror unit shipments to automotive customers outside North America increased by 24% compared with the first nine months in 2001, primarily due to increased interior and exterior mirror sub-assembly shipments to European and Asian-Pacific automakers. Net sales of the Company's fire protection products marginally increased.

Cost of Goods Sold. As a percentage of net sales, cost of goods sold decreased from 61% in the first nine months of 2001, to 60% for the comparable period in 2002. This increased percentage primarily reflected the higher sales level leveraged over the fixed overhead costs.

NINE MONTHS ENDED SEPTEMBER 30, 2002 VERSUS NINE MONTHS ENDED
SEPTEMBER 30, 2001 (CONT.)

Operating Expenses. For the nine months ended September 30, 2002, research and development expenses increased approximately \$1,876,000, but decreased from 7% to 6% of net sales, when compared with the same period last year, primarily reflecting additional staffing, engineering and testing for new product development, including mirrors with additional electronic features. Selling, general and administrative expenses increased approximately \$1,028,000, but decreased from 6% to 5% of net sales, when compared with the first nine months of 2001. This increased expense primarily reflected the expansion of the Company's overseas automotive sales and engineering offices to support future growth opportunities.

Other Income - Net. Other income for the nine months ended September 30, 2002, decreased by approximately \$1,802,000 when compared with the first nine months of 2001, primarily due to realized losses on the sale of equity investments and declining interest rates.

FINANCIAL CONDITION:

Cash flow from operating activities for the nine months ended September 30, 2002, increased \$16,885,000 to \$79,978,000, compared to \$63,093,000 for the same period last year, primarily due to increased net income. Capital expenditures for the nine months ended September 30, 2002, were \$25,535,000, compared to \$39,001,000 for the same period last year, primarily due to decreased purchases of electronic manufacturing equipment.

Management considers the Company's working capital and long-term investments totaling approximately \$417,543,000 at September 30, 2002, together with internally generated cash flow and an unsecured \$5,000,000 line of credit from a bank, to be sufficient to cover anticipated cash needs for the next year and for the foreseeable future.

On October 8, 2002, the Company announced a share repurchase plan, under which the Company may purchase up to 4,000,000 shares based on a number of factors, including market conditions, the market price of the Company's common stock, anti-dilutive effect on earnings, available cash and other factors as the Company deems appropriate.

TRENDS AND DEVELOPMENTS:

The Company is subject to market risk exposures of varying correlations and volatilities, including foreign exchange rate risk, interest rate risk and equity price risk. There were no significant changes in the market risks reported in the Company's 2001 Form 10-K report.

The Company has some assets, liabilities and operations outside the United States, which currently are not significant. Because the Company sells its automotive mirrors throughout the world, it could be significantly affected by weak economic conditions in worldwide markets that could reduce demand for its products. The Company utilizes the forecasting services of J.D. Powers and Associates, and its current forecasts for light vehicle production are approximately 16.5 million for North America, 16.0 million for Western Europe, and 17.8 million for the Asia/Pacific region for calendar 2002.

In addition to price reductions over the life of its long-term agreements, the Company continues to experience pricing pressures from its automotive customers, which have affected, and which will continue to affect, its margins to the extent that the Company is unable to offset the price reductions with productivity improvements, engineering and purchasing cost reductions, and increases in unit sales volume. In addition, the Company continues to experience from time to time some pressure for select raw material cost increases.

The Company currently supplies NVS(R) Mirrors to DaimlerChrysler AG and General Motors Corporation under long-term agreements. The long-term supply agreement with DaimlerChrysler AG runs through the 2003 Model Year, while the GM contract is through the 2004 Model Year for inside mirrors.

TRENDS AND DEVELOPMENTS (CONT.):

On October 1, 2002, Magna International acquired Donnelly Corporation. Donnelly is the Company's major competitor for sales of automatic-dimming rearview mirrors to domestic and foreign vehicle manufacturers and their mirror suppliers. The Company also sells certain automatic-dimming rearview mirror sub-assemblies to Magna and Donnelly. At this time, it is too early to determine the impact, if any, of Magna's acquisition of Donnelly upon the Company.

ITEM 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

The information called for by this item is provided under the caption "Trends and Developments" under Item 2 - Management's Discussion and Analysis of Results of Operations and Financial Condition.

ITEM 4. CONTROLS AND PROCEDURES

As of September 30, 2002, an evaluation was performed under the supervision and with the participation of the Company's management, including the CEO and CFO, of the effectiveness of the design and operation of the Company's disclosure controls and procedures (as defined in Exchange Act Rules 13a - 14(c) and 15d - 14(c)). Based on that evaluation, the Company's management, including the CEO and CFO, concluded that the Company's disclosure controls and procedures were effective as of September 30, 2002 to ensure that material information relating to the Company would be made known to them by others within the Company, particularly during the period in which this Form 10-Q was being prepared. There have been no significant changes in the Company's internal controls or in other factors that could significantly affect internal controls subsequent to September 30, 2002, nor any significant deficiencies or material weaknesses in such controls requiring corrective actions. As a result, no corrective actions were required or taken.

Statements in this Quarterly Report on Form 10-Q which express "belief", "anticipation" or "expectation" as well as other statements which are not historical fact, are forward-looking statements and involve risks and uncertainties described under the headings "Management's Discussion and Analysis of Results of Operations and Financial Condition" and "Trends and Developments" that could cause actual results to differ materially from those projected. All forward-looking statements in this Report are based on information available to the Company on the date hereof, and the Company assumes no obligation to update any such forward-looking statements.

PART II. OTHER INFORMATION

Item 6. Exhibits and Reports on Form 8-K

(a) See Exhibit Index on Page 13.

(b) No reports on Form 8-K were filed during the three months ended September 30, 2002.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the Registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

GENTEX CORPORATION

Date: 10/31/02

/s/ Fred T. Bauer

Fred T. Bauer
Chairman and Chief
Executive Officer

Date: 10/31/02

/s/ Enoch C. Jen

Enoch C. Jen
Vice President - Finance,
Principal Financial and
Accounting Officer

CERTIFICATIONS

I, Fred T. Bauer, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gentex Corporation;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: October 31, 2002

/s/ Fred T. Bauer

Chief Executive Officer

I, Enoch C. Jen, certify that:

1. I have reviewed this quarterly report on Form 10-Q of Gentex Corporation;
2. Based on my knowledge, this quarterly report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this quarterly report;
3. Based on my knowledge, the financial statements, and other financial information included in this quarterly report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this quarterly report;
4. The registrant's other certifying officers and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-14 and 15d-14) for the registrant and have:
 - a) designed such disclosure controls and procedures to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this quarterly report is being prepared;
 - b) evaluated the effectiveness of the registrant's disclosure controls and procedures as of a date within 90 days prior to the filing date of this quarterly report (the "Evaluation Date"); and
 - c) presented in this quarterly report our conclusions about the effectiveness of the disclosure controls and procedures based on our evaluation as of the Evaluation Date;
5. The registrant's other certifying officers and I have disclosed, based on our most recent evaluation, to the registrant's auditors and the audit committee of registrant's board of directors (or persons performing the equivalent functions):
 - a) all significant deficiencies in the design or operation of internal controls which could adversely affect the registrant's ability to record, process, summarize and report financial data and have identified for the registrant's auditors any material weaknesses in internal controls; and
 - b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal controls; and
6. The registrant's other certifying officers and I have indicated in this quarterly report whether there were significant changes in internal controls or in other factors that could significantly affect internal controls subsequent to the date of our most recent evaluation, including any corrective actions with regard to significant deficiencies and material weaknesses.

Date: October 31, 2002

/s/ Enoch C. Jen

Vice President - Finance

EXHIBIT INDEX

EXHIBIT NO. -----	DESCRIPTION -----	PAGE -----
3(a)(1)	Registrant's Articles of Incorporation were filed in 1981 as Exhibit 2(a) to a Registration Statement on Form S-18 (Registration No. 2-74226C), an Amendment to those Articles was filed as Exhibit 3 to Registrant's Report on Form 10-Q in August of 1985, an additional Amendment to those Articles was filed as Exhibit 3(a)(1) to Registrant's Report on Form 10-Q in August of 1987, an additional Amendment to those Articles was filed as Exhibit 3(a)(2) to Registrant's Report on Form 10-K dated March 10, 1992, an Amendment to Articles of Incorporation, adopted on May 9, 1996, was filed as Exhibit 3(a)(2) to Registrant's Report on Form 10-Q dated July 31, 1996, and an Amendment to Articles of Incorporation, adopted on May 21, 1998, was filed as Exhibit 3(a)(2) to Registrant's Report on Form 10-Q dated July 30, 1998, all of which are hereby incorporated herein by reference.	
3(b)(1)	Registrant's Bylaws as amended and restated August 18, 2000. were filed on Exhibit 3(b)(1) to Registrant's Report on Form 10-Q dated October 27, 2000, and the same is hereby incorporated herein by reference.	
4(a)	A specimen form of certificate for the Registrant's common stock, par value \$.06 per share, was filed as part of a Registration Statement on Form S-18 (Registration No. 2-74226C) as Exhibit 3(a), as amended by Amendment No. 3 to such Registration Statement, and the same is hereby incorporated herein by reference.	
4(b)	Amended and Restated Shareholder Protection Rights Agreement, dated as of March 29, 2001, including as Exhibit A the form of Certificate of Adoption of Resolution Establishing Series of Shares of Junior Participating Preferred Stock of the Company, and as Exhibit B the form of Rights Certificate and of Election to Exercise, was filed as Exhibit 4(b) to Registrant's Report on Form 10-Q dated April 27, 2001, and the same is hereby incorporated herein by reference.	
10(a)(1)	A Lease dated August 15, 1981, was filed as part of a Registration Statement (Registration Number 2-74226C) as Exhibit 9(a)(1), and the same is hereby incorporated herein by reference.	
10(a)(2)	A First Amendment to Lease dated June 28, 1985, was filed as Exhibit 10(m) to Registrant's Report on Form 10-K dated March 18, 1986, and the same is hereby incorporated herein by reference.	
*10(b)(1)	Gentex Corporation Qualified Stock Option Plan (as amended and restated, effective August 25, 1997) was filed as Exhibit 10(b)(1) to Registrant's Report on Form 10-Q, and the same is hereby incorporated herein by reference.	
*10(b)(2)	Gentex Corporation Second Restricted Stock Plan was filed as Exhibit 10(b)(2) to Registrant's Report on Form 10-Q dated April 27, 2001, and the same is hereby incorporated herein by reference.	

EXHIBIT NO. -----	DESCRIPTION -----	PAGE ----
*10(b)(3)	Gentex Corporation 2002 Non-Employee Director Stock Option Plan (adopted March 6, 2002), was filed as Exhibit 10(b)(4) to Registrant's Report on Form 10-Q dated April 30, 2002, and the same is incorporated herein by reference.	
10(e)	The form of Indemnity Agreement between Registrant and each of the Registrant's directors and certain officers.	15
99.1	Certificate of the Chief Executive Officer of Gentex Corporation pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).	19
99.2	Certificate of the Chief Financial Officer of Gentex Corporation pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).	20

*Indicates a compensatory plan or arrangement.

EXHIBIT 10(e)

INDEMNITY AGREEMENT

AGREEMENT made as of the ____ day of August, 2002, by and among Gentex Corporation, a Michigan corporation (the "Corporation") and _____ (the "Indemnitee") with respect to the following:

W I T N E S S E T H:

WHEREAS, the Board of Directors of the Corporation has recognized that the present trend in litigation against corporate directors and officers, together with new legislation, regulations, and rules which increase the obligations for, and expectations of corporate directors and officers, have created a reluctance in persons to serve in such a capacity and that such effect is likely to result in less effective direction and supervision of the Corporation's business affairs;

WHEREAS, the Board of Directors of the Corporation has determined that such consequences are so detrimental to the best interests of the Corporation and its shareholders that its directors and certain officers should be provided with protection against inordinate risks in order to insure that the most capable persons available will be attracted to such positions;

WHEREAS, in light of the rising costs and reduced coverage of director and officer liability insurance, significant new legislation, regulations, and rules governing the conduct of corporate directors and officers, and amendments to the Michigan Business Corporation Act ("MBCA"), expanding the scope of permissible indemnification of directors and officers, and establishing new procedures for directors or officers to receive an advancement of Expenses (as defined in Section 1(b)), it is reasonable and necessary for the Corporation to contractually obligate itself to indemnify its directors for certain costs, expenses, and other monetary liabilities to the fullest extent permitted by law and as further provided in this Agreement.

NOW, THEREFORE, in order to induce Indemnitee to serve or continue to serve the Corporation as a director and/or officer, as applicable, and in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

1. Definitions. As used herein, the following terms are defined as follows:

(a) Claim. Any threatened, pending or completed action, suit or proceeding, or any inquiry or investigation, whether civil, criminal, administrative or investigative and whether formal or informal, by reason of the fact that Indemnitee is or was a director or officer of the Corporation or is or was serving at the request of the Corporation as a director or officer or agent of another corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, specifically including, not by way of limitation, any action related to certification of financial and other reports under the federal securities laws.

(b) Expenses. Attorneys' fees and all other costs, expenses, and obligations actually and reasonably paid or incurred in connection with investigating, defending, participating, or being a witness in, or preparing to defend, participate, or be a witness in any Claim or appeal therefrom.

2. Agreement to Serve. Indemnitee agrees to serve as a director and/or officer, as applicable, of the Corporation to the best of his or her ability as long as he or she is duly elected and qualified in accordance with the Articles of Incorporation and Bylaws of the Corporation, or until his or her earlier resignation or removal.

3. Indemnification. Subject to the terms and conditions of this Agreement, the Corporation hereby agrees to indemnify Indemnitee as follows:

(a) In the event Indemnitee was, is or becomes a party to or witness or other participant in, or is threatened to be made a party to or witness or other participant in a Claim, the Corporation shall indemnify Indemnitee to the fullest extent permitted by law and as provided in this Agreement, pursuant to the authorization of the MBCA, against any and all Expenses, judgments, fines, penalties, and amounts paid in settlement of such Claim.

(b) The Corporation shall indemnify Indemnitee as soon as practicable, but in any event not later than thirty (30) days after written demand is presented to the Corporation.

4. Condition Precedent to Indemnification. Indemnitee, as a condition precedent to indemnification under this Agreement, shall tender written notice to the Corporation as soon as practicable of any Claim made against him or her for which indemnification will or likely will be sought under the terms of this Agreement. Notice to the Corporation shall be directed to: Gentex Corporation, 600 N. Centennial, Zeeland, Michigan 49464, Attn: Chief Financial Officer. In addition, Indemnitee shall give the Corporation such information and cooperation as may be reasonably necessary and requested by the Corporation.

5. Consent of Corporation. No amounts paid in settlement for which indemnity will be sought hereunder shall be incurred without the Corporation's written consent, which consent shall not be unreasonably withheld.

6. Limitations on Indemnity.

(a) The Corporation shall not be liable under this Agreement to make any payment in connection with any Claim made against Indemnitee:

(1) For which payment is made to Indemnitee under a valid and collectible insurance policy, except for any excess beyond the amount of payment under such insurance policy;

(2) For which Indemnitee is indemnified by the Corporation otherwise than pursuant to this Agreement;

(3) For any of the following: (i) the amount of a financial benefit received by a director to which he or she is not entitled; (ii) intentional infliction of harm on the corporation or the shareholders; (iii) a violation of Section 551 of the MBCA; or (iv) an intentional criminal act, except as authorized in Section 564c of the MBCA;

(4) For an accounting of profits made from the purchase or sale by Indemnitee of securities of the Corporation, within the meaning of Section 16(b) of the Securities Exchange Act of 1934 and amendments thereto, or similar successor statute or provisions of any state law; or

(5) For which payment of indemnification by the Corporation is otherwise prohibited by applicable law. Both the Corporation and the Indemnitee acknowledge that in certain instances federal law or applicable public policy may prohibit the Corporation from indemnifying its directors and officers under this Agreement or otherwise. Indemnitee understands and acknowledges that the Corporation has undertaken or may be required in the future to undertake with the Securities and Exchange Commission to submit the question of indemnification to a certain court in circumstances for a determination of the Corporation's right under public policy to indemnify Indemnitee.

(b) Except as provided in Paragraph 8 hereof, the Corporation shall not be liable under this Agreement to make any payment in connection with any action initiated by Indemnitee against the Corporation or any director of the Corporation, unless the Corporation has joined in or consented to the initiation of such action.

7. Payment of Costs and Expenses in Advance. If requested by Indemnitee, the Corporation shall pay (within ten (10) days of such written request) any and all costs and Expenses incurred by Indemnitee in defending or investigating any Claim, in advance of the final disposition of such Claim, upon the receipt of a written undertaking by Indemnitee, executed personally or on his or her behalf, to repay any such amounts if it is ultimately determined that Indemnitee did not meet the applicable standard of conduct, if any, required by the MBCA or this Agreement for indemnification under the circumstances.

8. Indemnification for Additional Expenses. The Corporation shall indemnify Indemnitee against any and all expenses, including attorneys' fees, incurred by Indemnitee in connection with any action, including expenses of preparation for such action, brought by Indemnitee for: (a) indemnification or advance payment of Expenses by the Corporation under this Agreement; or (b) recovery under any directors' liability insurance policy or policies maintained by the Corporation; provided, however, that indemnification under this Paragraph 8 shall be limited to those circumstances where the Indemnitee is successful in obtaining a recovery of, or a determination that he or she is entitled to such indemnification, advance expense payment or insurance recovery.

9. Partial Indemnification. In the event Indemnatee is entitled to indemnification hereunder for a portion of the Expenses, judgments, fines, penalties, and amounts paid in settlement actually and reasonably incurred by him or her in the investigation, defense, appeal or settlement of any Claim but not, however, for all of the total amount thereof, the Corporation shall indemnify Indemnatee for the portion thereof to which Indemnatee is entitled.

10. Subrogation. In the event of payment under this Agreement, the Corporation shall be subrogated to the extent of such payment to all of the rights of recovery of Indemnatee, who shall execute all papers required and shall do everything that may be necessary to secure such rights, including the execution of such documents necessary to enable the Corporation effectively to bring suit or enforce such rights.

11. No Presumption. For purposes of this Agreement, the termination of any action, suit or proceeding by judgment, order, settlement (whether with or without court approval) or conviction, or upon a plea of nolo contendere, or its equivalent, shall not create a presumption that Indemnatee did not meet any particular standard of conduct or have any particular belief or that a court has determined that indemnification is not permitted by applicable law.

12. Specific Determination of Entitlement to Indemnification. In the event Indemnatee is found liable to the Corporation as a result of any Claim brought by or in the right of the Corporation, whether and the extent to which Indemnatee is nevertheless entitled to indemnification, other than for Expenses (for which indemnification is available), under this Agreement shall be predicted on a determination that indemnification is appropriate in light of the circumstances of the case and applicable legal standards, which determination shall be made, at the option of Indemnatee, by: (a) majority vote of a committee of two (2) or more disinterested directors appointed by the Board of Directors; (b) independent legal counsel in a written opinion; or (c) the court in which the Claim was brought.

13. Liability Insurance. To the extent the Corporation maintains an insurance policy or policies providing liability insurance for directors, Indemnatee shall be covered by such policy or policies, in accordance with its or their terms, to the maximum extent of the coverage extended to any other director of the Corporation, if Indemnatee is a director; or any of the Corporation's officers, if Indemnatee is not a director but is an officer.

14. Scope of Agreement. The rights of Indemnatee hereunder shall be in addition to any other rights Indemnatee may have under any provision of the Corporation's Articles of Incorporation, Bylaws or laws of the State of Michigan. In the event of any change, after the date of this Agreement in any applicable law, regulation, or rule which narrows the right of the Corporation to indemnify its directors or officers, such changes, to the extent not otherwise required by such law, regulation, or rule to be applied to this Agreement shall have no effect on this Agreement or the parties' rights or obligations hereunder.

15. Amendment; Termination and Waiver. This Agreement may be amended, modified, supplemented, or terminated and any of the terms and conditions herein may be waived only by the written consent of the parties hereto. The failure of any party at any time or times to require performance of any provisions contained herein shall in no manner affect the right of such party at any later time to enforce the same.

16. Binding Effect and Assignment. This Agreement shall be binding upon and inure to the benefit of the Indemnatee and his or her personal representatives, heirs and assigns, and the Corporation and its successors and assigns, including any direct or indirect successor of the Corporation by purchase, merger, consolidation or otherwise to all or substantially all of the business and/or assets of the Corporation; provided, however, that no assignment of any rights or delegation of obligations provided for herein may be made by either party without the express written consent of the other party. This Agreement shall continue in effect while Indemnatee is a director or officer of the Corporation and for the period immediately thereafter, terminating two (2) years subsequent to the duration of any applicable period of limitations for commencing any claims.

17. Governing Law; Jurisdiction. The parties hereto acknowledge and agree that this Agreement shall be to its conflicts of laws principles. The Corporation and Indemnatee each hereby irrevocably consent to the jurisdiction of the courts of the State of Michigan in connection with any action or proceeding which arises out of or relates to this Agreement and agree that any action instituted under this Agreement shall be brought only in the state courts of the state of Michigan.

18. Severability. Any provision of this Agreement which may be prohibited by law, or otherwise held invalid by a court of competent jurisdiction, shall be ineffective only to the extent of such prohibition or invalidity and shall not invalidate or otherwise render ineffective the remaining provisions of this Agreement. Nothing in this Agreement, however, is intended to or shall be construed as requiring the Corporation to do or fail to do any act in violation of applicable law. The Corporation's inability, pursuant to court order, to perform its obligations under this Agreement shall not constitute a breach of this Agreement.

19. Entire Agreement. This Agreement sets forth the entire understanding between the parties with respect to its subject matter and supersedes all previous written or oral negotiations, commitments, understandings and agreements, including any written indemnity agreement in effect at the time of execution of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

GENTEX CORPORATION

By _____
Its _____

INDEMNITEE

EXHIBIT 99.1

CERTIFICATE OF THE CHIEF EXECUTIVE
OFFICER OF GENTEX CORPORATION

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S. C. 1350):

I, Fred T. Bauer, Chief Executive Officer of Gentex Corporation, certify, to the best of my knowledge and belief, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350), that:

- (1) The quarterly report on Form 10-Q for the quarterly period ended September 30, 2002, which this statement accompanies, fully complies with requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 and;
- (2) The information contained in this quarterly report on Form 10-Q for the quarterly period ended September 30, 2002, fairly presents, in all material respects, the financial condition and results of operations of Gentex Corporation.

GENTEX CORPORATION

Dated: October 31, 2002 By: /s/ Fred T. Bauer

Fred T. Bauer
Its: Chief Executive Officer

CERTIFICATE OF THE CHIEF FINANCIAL
OFFICER OF GENTEX CORPORATION

Pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S. C. 1350):

I, Enoch C. Jen, Chief Financial Officer of Gentex Corporation, certify, to the best of my knowledge and belief, pursuant to Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350), that:

- (1) The quarterly report on Form 10-Q for the quarterly period ended September 30, 2002, which this statement accompanies, fully complies with requirements of Section 13(a) or 15(d) of the Securities and Exchange Act of 1934 and;
- (2) The information contained in this quarterly report on Form 10-Q for the quarterly period ended September 30, 2002, fairly presents, in all material respects, the financial condition and results of operations of Gentex Corporation.

GENTEX CORPORATION

Dated: October 31, 2002

By: /s/ Enoch C. Jen

Enoch C. Jen

Its: Vice President - Finance