



Quality assurance agreement

Between

.....
Company address Purchaser (Please fill in)

hereinafter referred to as **Purchaser** **Supplier**

and

Mario Schaaf GmbH & Co. KG, Im Unholder Weg 14, 71696 Möglingen

hereinafter referred to as **Purchaser** **Supplier** .

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1. Purpose and scope

This Quality Assurance Agreement regulates the quality assurance measures between the Supplier and the **PURCHASER** and applies to all deliveries of the Supplier.

2. QM system

The supplier undertakes to meet the minimum requirements of DIN EN ISO 9001 – 2008. The quality characteristics to be observed by the Supplier for products result from the order documents such as drawings. Applicable legal regulations and ordinances, such as substance bans or labelling regulations, must also be complied with if these are not explicitly mentioned in the order documents.

3. Quality inspection and incoming goods inspection

Full responsibility for quality lies with the Supplier: The Supplier shall ensure that the delivered parts meet the technical specifications through stable processes and appropriate quality measures.

The Supplier shall implement the sampling specifications as standard in accordance with VDA Volume 2. An

initial sampling according to PPAP (ProductionPartApprovalProcess) shall be carried out exclusively after a separate agreement and confirmation by the Supplier. A sampling according to PPAP is carried out against a separate calculation. The scope of the PPAP sampling level shall be determined by the **PURCHASER** specified in consultation with the Supplier.

The **PURCHASER** - or a third party designated by him – shall examine the delivered products immediately after receipt for visible defects in the packaged state, externally recognisable transport damage and whether the products correspond to the ordered quantities and thus fulfil his duty of inspection and notification in accordance with § 377 HGB. Since the function and freedom from defects of the delivered product can only be determined without unreasonable effort when it is installed or when the finished product is put into operation and/or accepted, the examination can also be carried out later on one of these occasions.

For the notification obligation on the part of the **PURCHASER** for damages or errors, the legal regulations apply.

The Supplier waives the objection of delayed examinations and/or complaints, provided that the **PURCHASER** has fulfilled his obligations in accordance with the above sections.

The limitation period for claims for defects is regulated in point 4.5.

If the Supplier detects errors in products during the test which do not make them obviously unusable for their intended purpose, an exception to the test can be requested via the QA by the **PURCHASER**. The application must contain the type of error and the scope of the error (number of pieces). Until the decision of the QA-**PURCHASER** the affected products must be blocked at the Supplier's premises. A delivery may only take place after approval by the **PURCHASER**. The Supplier is responsible for carrying out all quality controls. Test results must be recorded in protocols, test certificates, etc. and can be provided to the **PURCHASER** on request. The traceability of the parts to the production batch must be guaranteed. These documents must be kept for at least 10 years.

After prior agreement, the **PURCHASER** may satisfy himself of the effectiveness of the quality controls on site by means of a system and process audit.

4. Complaints

If the **PURCHASER** discovers an error during the incoming goods inspection or at a later point in time, he must report this to the Supplier immediately and make a complaint.

The Supplier shall receive the information on the complaints in writing, e.g. by email.

In the event of a complaint, the **PURCHASER** shall receive the first statement by telephone or email within one working day. The final statement in the form of an 8D report must be available to the **PURCHASER** within 14 calendar days.

If the parts mentioned in the complaint can be re-installed as new parts with special approval, the Supplier may include the reworked parts in the next delivery or the next order. In the case of rework - a note in paper form: "Parts from rework" - must be present in each packaging unit.

In order to ensure a smooth processing of complaints, the parties agree on the following:

4.1 Return delivery methods

In the event of a complaint, the Supplier, after consultation with the **PURCHASER**, must have the suspect delivery picked up by his standard courier service provider from the **PURCHASER**'s premises. A non-free return by the **PURCHASER** without prior agreement with the Supplier is not permitted, as this may result in higher costs for the Supplier than necessary.

4.2 Implementation of the review

All returns are subject to a technical inspection by the Supplier, regardless of the legal question of whether there is a warranty or not. The **PURCHASER** shall be informed of the findings in the form of an 8D report if there is a warranty, or in an inspection report if there is no warranty.

4.3 Replacement delivery/repair in case of defective delivery, for which the Supplier is responsible

Replacement deliveries or re-deliveries are made at the request of the **PURCHASER** against recalculation and new order. Delivery to an existing order is only permissible after consultation with the **PURCHASER**.

4.4 Repair if the Supplier is not responsible for the defect

If the Supplier is not responsible for a defect, a repair shall only be carried out after the **PURCHASER** has expressly commissioned it. Before carrying out a repair, a cost estimate shall be prepared free of charge for the **PURCHASER** on request.

4.5 Warranty

The Supplier warrants that the contractual products meet the technical conditions agreed in the specifications.

The limitation period for warranty claims is 2 years. The limitation period begins with the delivery date.

Insofar as contractual products are defective, the Supplier is obligated to supplementary performance. If the supplementary performance fails, the **PURCHASER** has the statutory right to claim a reduction in the purchase price, withdrawal and/or compensation. For repaired or replaced products and parts, the warranty period shall begin anew.

5. Changes

In addition to changes to specifications which are specified in the order documents such as drawings or Advanced Product Quality Planning (APQP), changes which are not included in the order documents are also displayed.

In particular, production shifts, functional changes, changes to the technology and design of the item, external dimensions, colour design, fit, printing, product labels, labelling and/or other changes related to the external design are displayed.

6. Terminations

The discontinuation of the ability to deliver essential components by the Supplier causes cost-intensive efforts in design, purchasing and sales for the **PURCHASER** and jeopardises the **PURCHASER'S** ability to deliver. In order to minimise the risk, the Supplier assures the **PURCHASER** that the **PURCHASER** shall be informed of the end of the ability to deliver a component purchased by the **PURCHASER**, regardless of the cause, at least 12 months in advance.

The planned discontinuation must be communicated to the **PURCHASER's** purchasing department. The release of the discontinuation is only effective if this is done in writing by the **PURCHASER's** purchasing department.

7. Substances in products of the electrical industry

The Supplier shall ensure that the products supplied by him to the **PURCHASER** comply with the EU RoHS directive 2002/95/EC. The Supplier implements the specifications from the list of restricted substances.

8. Final provisions

This Agreement shall enter into force upon signature by both contracting parties and shall be effective for an unlimited period of time. Both contracting parties have the right to terminate the Agreement in writing with a notice period of 3 months. The termination shall only be effective if it is made by registered letter.

The right to terminate without notice for good cause remains unaffected. In addition to statutory reasons, an important reason for termination without notice exists in particular if:

- an application is made for the opening of insolvency proceedings on the Supplier's assets, insolvency proceedings are opened or the opening is rejected due to insufficient assets.
- the Supplier violates essential obligations of this contract and the violation is not remedied within a reasonable period of time despite a written reminder.
- the Supplier is taken over in whole or in a dominant part.

The Supplier undertakes to ensure the availability of delivery for a period of 1 year from the date on which a termination has become effective. For this purpose, the Supplier shall receive a binding purchase quantity from the **PURCHASER**.

Oral subsidiary agreements have not been made. Changes or additions must be made in writing to be legally effective.

The legal relationships in connection with this contract are governed by German law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). If the Supplier is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all disputes arising from this contract is the place of business of the **PURCHASER**. The same applies if the Supplier does not have a general place of jurisdiction in Germany or his domicile or habitual residence is not known at the time the action is filed. The **PURCHASER**, however, is also entitled to sue at the Supplier's registered office.

Should individual provisions of the contract with the Supplier, including these terms and conditions, be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The wholly or partially invalid clause shall be replaced by an effective provision which comes as close as possible to the desired economic outcome.

Purchaser **Supplier**

Purchaser **Supplier**

Company

Company

Mario Schaaf GmbH & Co. KG
Im Unholder Weg 14
71696 Möglingen

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Möglingen, the

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Place / Date

MARIO SCHAAF

.....

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Senior management

Name in block capitals / legally binding signature
function in the company



Company stamp

Company stamp