

Quality assurance agreement (EN)

Between the supplier, hereinafter referred to as “the Supplier” and W. Gessmann GmbH, hereinafter referred to as the “Purchaser”.

§ 1 Scope

This agreement is applicable to all products which the Supplier delivers or will deliver on the basis of orders received and accepted during the validity period of this agreement from the Purchaser.

§ 2 Certification

The Supplier shall maintain a management system certified in accordance with DIN EN ISO 9001, which shall be further developed in accordance with the IRIS standard or in accordance with its QM methods, as long as these are required by the Purchaser.

§ 3 Labelling

The type of labelling shall be determined by the Supplier, insofar as no separate agreements apply thereto.

§ 4 Goods despatch / acceptance testing, liability for errors

The Supplier shall be responsible for despatch testing and thus for problem-free deliveries. The Purchaser shall reserve the right to verify the products in terms of item numbers, identity and transport damage to ensure consistently high delivery quality from the Supplier, without however making individual assessments. The Supplier is responsible for ensuring that the delivered products meet all of the properties listed in the specifications. The Supplier shall be liable in the event of any failure of these properties in accordance with German law.

§ 5 Replacement component supply

Information on the product life cycle and/or replacement responsibility shall be required by the Purchaser. Information on any product discontinuation must be provided 6 months in advance. (Last-Time-Buy). Modified products must conform to and be validated against the original requirements. Alternatively, the Supplier shall ensure parts storage / delivery capacity for its products for the life cycle of the products, and at least for a period of 30 years.

§ 6 Delivery bottlenecks

The Supplier shall be responsible for providing information on any potential delivery bottlenecks in a timely manner (Information requirement with regard to delivery bottlenecks).

§ 7 Initial samples and production components

The following regulations shall apply to a Supplier of initial samples and production components. To ensure optimal development and testing, it is necessary that only parts of sound quality are used, and also that the product characteristics are known. The documentation relating to the components must for example identify the reasons for functionality issues and contain information on wear and deformations during test operations. The actual values of all major characteristics shall be 100% documented on this basis. These characteristics as well as the range of further documentation shall be clarified with the Purchaser in advance. Changes to drawings are often made during development, sometimes with oral discussions

and preliminary sketches. Changes made by the Supplier must be communicated to the Purchaser in written form.

Delivery documents must indicate if items are prototype components or initial samples.

§ 8 Evidence and information requirements

The evidence and information responsibility of the Supplier shall cover all kinds of modifications (changes to products and production processes, as well as to sub-contractors). For initial deliveries of new or modified products and / or initial deliveries of new or modified tools and/or manufacturing processes, the Supplier shall beforehand provide the Purchaser with samples together with a test report, unless otherwise agreed. The samples must, wherever possible in individual cases, be manufactured under production conditions. These shall be delivered with special labelling in an amount to be agreed. The results of the checking shall be communicated to the Supplier. The assessment may be as follows: - Approved – Approved with conditions – Not approved

§ 9 Special releases

In the event of quality problems, the Supplier shall provide a special release prior to delivery – upon request, such as through reference samples / photographic and test reports.

§ 10 Confidentiality

The parties to this contract undertake to treat as confidential all non-public domains, commercial and technical information of which they are made aware during these business transactions. Technical documents, drawings, models, templates, samples and other such items which are made available to the contracting entity must not be released or otherwise made available. The reproduction of such items shall only be permitted in the context of business requirements and copyright regulations. Authorised third parties, such as sub-contractors shall be similarly obligated. The contractor shall only refer to the trademarks of the contracting entity when providing references or in disclosures to the contracting entity if the contracting entity has previously approved this in writing.

§ 11 Supplier visits; audits

1. In general, W. Gessmann GmbH, its customer or a representative thereof (such as a representative of the supervisory authority) shall be entitled to perform an audit to verify that the quality assurance measures of the Supplier meet the relevant requirements. The Audit shall be scheduled prior to implementation. W. Gessmann GmbH is required to document the audit and to inform the Supplier in written form of the results.
2. In the event of any quality issue caused due to the performance or delivery of a sub-contractor, the Supplier shall, upon request by W. Gessmann GmbH, participate in a joint audit of the sub-contractor.

§ 12 Product liability insurance

The Supplier shall take out product liability insurance with a minimum coverage of at least EUR 4 million.