RÜBIG DRIVING SUCCESS

QUALITY ASSURANCE AGREEMENT FOR SUPPLIERS

1. Objective of this QAA

This Agreement is intended to help avoid quality problems and ensure smooth workflows between the contracting parties as well as minimise costs by describing the minimum requirements for the Supplier's quality management system.

As part of the contractual stipulations between the Purchaser and the Supplier, the QAA defines the technical and organisational framework conditions and processes that are required to achieve the desired quality objective.

The Supplier shall ensure strict compliance with this Agreement, also with regard to the Supplier's product liability and warranty obligations.

2. Applicability of the agreement

2.1 This Agreement shall apply to all orders between the contracting parties.

2.2 Should any provision of this Agreement be or become invalid, the remainder of the Agreement shall remain unaffected. In such cases, the contracting parties undertake to replace the invalid provision without delay with a provision that comes as close as possible to the commercial purpose of the invalid provision.

2.3 The present Agreement shall not replace the requirements of DIN EN ISO 9001 or DIN EN 9100 as well as customer standards / requirements, but shall only represent the Purchaser's minimum requirements.

3. Confidentiality

3.1 The Supplier and, if applicable, the Supplier’s subcontractors shall be obliged to maintain the strictest confidentiality vis-à-vis the Purchaser. This means that no information obtained through contact with the Purchaser may be further exploited for business purposes or disclosed to third parties. This provision shall also apply after termination or cancellation of this Agreement.

3.2 The Purchaser reserves the right to take legal action and to claim damages in the event that confidentiality is proven to have been breached.

4. General requirements

4.1 The Supplier undertakes to comply at least with the statutory and official regulations applicable to it in each case.

4.2 The Supplier undertakes to introduce and maintain a quality management system. The preferred standard is DIN EN ISO 9001, IATF 16949 or DIN EN 9100 (as amended). If no certificates are available (see also 4.3), the Supplier shall present a projected plan for the implementation of ISO9001, or alternative quality assurance arrangements shall be agreed.

4.3 The Supplier shall moreover be obliged to ensure the functionality of its quality management system by means of internal system, procedure, and process audits. The process audit must be performed on an event-oriented basis and / or at least once a year.

4.4 If a certification by an accredited company or a positively completed audit of an aviation or industry-typical company is available, these can be accepted after examination of the specifications and results by the Purchaser. The Purchaser shall specify supplementary audits as required.

4.5 The Supplier undertakes that it will permit, after consultation, system, procedural, product, and process audits to be carried out by the Purchaser.

4.6 The Purchaser's quality representative, as well as the Purchaser's customer or authorities, if applicable, have the right of access to the Supplier's production facilities after consultation. The Purchaser shall, upon request, be granted full access to all production and quality data records and be provided with any samples requested which relate to the product. This does not release the Supplier from its responsibility for quality.

4.7 The Purchaser reserves the right to also inspect, together with the Supplier, the Supplier's subcontractors on a mutually arranged date. This shall also be granted to the Purchaser's customer, if appropriate. The Supplier shall not, however, hereby be released from its responsibility towards the subcontractor and the Purchaser.

4.8 The Supplier shall endeavour to organise quality assurance measures with its subcontractors in line with this Agreement. Alternatively, the Supplier must ensure the quality of subcontracted supplies by its own means.

4.9 If product enquiries are received, a feasibility analysis is to be carried out at the earliest possible opportunity. Any requests for changes or any ambiguities must be clarified with the Purchaser immediately. Tendering shall be deemed to be a declaration of consent. Changes to the product and/or process definitions/documents shall be reported to the Purchaser in advance and, if necessary, approval shall be obtained, if necessary also from the customer.

4.10 The Supplier shall ensure that all persons involved are aware of
- their contribution to product safety
- their contribution to the conformity of products and services
- the importance of ethical behaviour.

4.11 The Supplier shall ensure that no counterfeit products are placed on the market.

5. Control of documents and reference samples

5.1 Management systems and their performance must be documented for evidence and for review by the customer. The records must include all quality assurance measures from the receipt of the order to the delivery of the finished delivery object in order to enable a perfect argument in case of claims.

5.2 If the Purchaser informs the Supplier that the product to be delivered is subject to special storage requirements, the Supplier shall comply with the Purchaser's special requirements.

5.3 Other quality records shall be kept for at least fifteen years after creation.

5.4 The Supplier agrees to disclose all process and product records to the Purchaser without undue delay upon request.

5.5 The Purchaser must be notified in advance if product-relevant documents need to be passed on to subcontractors and this needs to be approved by the Purchaser if necessary.

5.6 The Purchaser shall be provided with certificates of origin and any test certificates and documentary evidence, correspondence, and reports to be furnished in German (if necessary, in English).

5.7 All data and documents shall be transferred digitally to the Purchaser in the event of bankruptcy of the Supplier, cancellation of the contract or other termination of the contract.

6. Procurement

6.1 All subcontractors of the Supplier who supply primary materials or raw materials should be certified according to DIN ISO 9001 (current version) or a comparable standard.

6.2 The required quality certificates and specifications must be sent along with the delivery note for each delivery.

7. Purchaser discharge from liability

7.1 The Supplier shall be responsible for the outgoing inspection and thus for flawless deliveries in conformity with the order.

7.2 The Supplier shall be fully liable for its subcontractors.

8. Treatment of products that are defective or suspected of being defective

8.1 If a defect is detected at the Purchaser's or its customer's premises, a report or test report (hereinafter referred to as "Complaint") shall be drawn up.

8.2 The complaint is to be processed by the Supplier using 8D-Report.

8.3 The Purchaser shall inform the Supplier whether the defective products can be installed, sorted out or reworked with reservation or whether they must be scrapped.

8.4 The Supplier is obliged to sort out or rework defective deliveries at its own expense so that the Purchaser does not incur any loss (e.g. production downtime).

8.5 The Supplier must establish whether there are any other products suspected of being defective at the Purchaser's premises or in transit to the Purchaser and inform the Purchaser accordingly.

8.6 If the Supplier has work carried out by third parties, the Supplier shall not be released from the task of instruction, disposition, and the necessary replacements.

8.7 Lots which are sorted or reworked after a complaint are to be marked accordingly on the delivery papers and the packaging in any case with reference to the number of the complaint.

8.8 The Purchaser's incoming goods inspection/purchasing department must be notified immediately if the Supplier detects defects at his premises which could also affect components already delivered. Any measures that have been taken must be communicated.

8.9 The Supplier has the option of requesting a special approval from the Purchaser for defects detected at his premises prior to delivery of the products. Approval shall be based on the number of units and/or the time period. Any deviation approval granted on one occasion shall not entitle the Supplier to tacitly deliver parts with this deviation in the event of a repetition of the deviation. The Purchaser reserves the right to reject applications for special approval for a specific feature in the event of an excessive number of such applications. A written statement with measures shall be sent to the Purchaser for each application for special approval. Deliveries must always be marked with the approved special approval on the product and the delivery papers.

9. Traceability

9.1 All measurement and test results as well as process data must be clearly assignable to defined batch and production lots and, if applicable, serial numbers, etc. The products are to be delivered separated by batch or production. Mixing of batch or production lots is not permitted. The production lot or batch identification must be shown on the containers, the delivery documents and, if possible, on the parts themselves. Unless otherwise specified by the Purchaser, the Supplier shall maintain an adequate system for tracing and labelling.

10. Handling, storage, packaging, preservation, and shipping

10.1 The products and/or transport containers must be marked in such a way that they can be clearly identified and confusion / mixing is ruled out.

10.2 Each independent packing unit must be clearly marked with a non-detachable goods tag.

10.3 Any transport labels or goods tags on packages and load carriers that are not up to date must be removed by the Supplier before delivery to the Purchaser in order to avoid misunderstandings.

10.4 In addition to a unique identifier, the delivery documents for the Purchaser must contain the order number, order item and number of items, etc. Where necessary, deliveries shall be labelled with expiry date and/or storage temperature or storage conditions.

11. Environmental protection and occupational safety

11.1 Insofar as is compatible with the technical requirements, the parts must not contain any components that are hazardous to health, a nuisance and/or harmful to the environment. If this is unavoidable, a fully completed EC safety data sheet in accordance with EC Directive 91-155-EEC must be sent to Purchasing with the tender. This shall also apply to the packaging used. The release is effected with the sampling. In case of changes to the products to be delivered, the same shall apply.

11.2 The Supplier undertakes to use energy, production material and resources as sparingly as possible during production, and to limit the waste of residual materials in construction and processes. Whenever justifiable for cost, safety, technical and quality reasons, the Supplier shall give priority to the use of production materials that can be recycled after use.

11.3 Any waste produced shall be recycled in an ecologically sound manner or, if such recycling is not possible, disposed of in an environmentally friendly manner.

11.4 The Supplier undertakes to comply at least with the statutory and official regulations applicable to it in each case.
Certification in accordance with ISO 14001 (Environmental Management System) and ISO 45001 (Safety at Work) is recommended.