Quality Assurance Agreement of STEINERT GmbH, Cologne

January 2022 Version

1. Preamble
This Quality Assurance Agreement lists and regulates all organisational and quality assurance measures provided between us and the Supplier with the aim of ensuring product quality. It describes the minimum requirements for the Supplier's management system with regard to quality assurance.

2. Scope
(1) This Agreement applies only to products that the Supplier delivers on the basis of orders that the Supplier receives and accepts from us during the duration of cooperation.
(2) Deviations, additions and/or side agreements to this Quality Assurance Agreement and/or other contractual agreements are only binding if they are set out in written form. By accepting the order, the Supplier declares its consent to this Quality Assurance Agreement.
(3) The delivered products must correspond to the agreed quality (e.g. description, specifications, data sheets, drawings, samples). Unless otherwise agreed, the Supplier assumes no guarantee, especially no quality guarantee, with the description of the products and the submission of samples. The Supplier will immediately check whether a description submitted by us is obviously incorrect, unclear, incomplete or obviously deviates from the sample. The Supplier will immediately check whether a description submitted by us is obviously incorrect, unclear, incomplete or obviously deviates from the sample.

3. Availability of Materials
(1) The Supplier is responsible for ensuring the long-term availability of source materials or raw materials.
(2) Changes must be communicated in good time.

4. Quality Assurance
(1) The Supplier shall maintain a quality management system at least according to DIN EN ISO 9001 and shall develop, manufacture and test the products according to the rules of this quality management system. The type and scope of tests must be suitable to ensure that products conform with the agreed quality. Any additional requirements are specified in writing.
(2) If the Supplier uses production or testing equipment, software, services, material or other pre-deliveries from upstream suppliers for the manufacture or quality assurance of products, then the Supplier shall contract these into its quality management system or shall ensure the quality of the pre-deliveries itself.
(3) The Supplier shall keep records of the implementation of the aforementioned quality assurance measures, in particular measured values and test results, and keeps these records and any samples of the products clearly arranged within a reasonable period of time. After this period, the Supplier will destroy these records or samples in accordance with the applicable regulations. The Supplier will grant inspection of the records to the extent necessary and will provide copies of the records and any samples if necessary.
(4) Separate stipulations are made for the initial sample inspection of products (quantities, production, inspection, documentation, delivery and evaluation of samples).

5. Supplier's Obligations to Provide Proof and Information
(1) The Supplier shall allow us at appropriate intervals to assure ourselves of the implementation of the quality assurance measures mentioned in section 2. For this purpose, the Supplier shall grant us access to its business premises to the appropriate extent and after making an appointment in advance, and shall provide a professionally qualified employee for support during such access. Inspections of manufacturing processes requiring confidentiality and other company secrets can be denied.
(2) Before making changes to manufacturing processes, relevant manufacturing facilities or tools, materials or supplier parts for the products, relocation of manufacturing locations, and also before making changes to procedures or facilities for testing products or other quality assurance measures, the Supplier shall notify us in good time that it is possible to check whether the changes can have an adverse effect. The obligation to notify does not apply if, after careful examination, the Supplier can consider such effects to be excluded.
(3) If the Supplier detects an increase in the deviations of the products from the agreed quality (deterioration in quality), the Supplier shall immediately inform us in writing about the scope and planned remedial measures.
(4) The Supplier shall ensure that each product can be clearly and permanently assigned to the part and order number assigned by us by using weather-resistant and UV-resistant labelling of products or, if it is impossible or inappropriate, through other suitable measures.
(5) In addition, the labelling must allow traceability so that if a shortage of products occurs, it can be determined immediately which other products could be affected. The Supplier shall provide us with sufficient information so that we can make our own statements to the extent necessary.
(6) The supplier shall identify and inform upon request about its potential threats and impacts to business operation, focused on creating a system of prevention and recovery (BCP), in order to continue the delivery of products at pre-defined acceptable levels 12 weeks following a disruptive incident.

6. Deviation Permit
(1) If it becomes apparent that the agreed quality of products cannot be maintained, the Supplier shall inform us accordingly in writing to an appropriate extent, so that a decision can be taken to issue a deviation permit.
(2) Deliveries with a deviation permit may only be made for an agreed quantity and/or an agreed period.
(3) Each product within these deliveries must be provided with a specially agreed label.

7. Receiving Inspections
(1) We shall check immediately after receipt of products whether they correspond to the ordered quantity and the ordered type, whether there are externally recognisable damage in transit or externally recognisable defects.
(2) If damage or a defect is discovered during the aforementioned inspections, this shall be reported to the Supplier immediately. If damage or a defect is discovered at a later time, this shall also be reported immediately.
(3) We are not responsible to the Supplier for any else other than the above.

8. Quality Assurance Officer
Upon request, each partner shall appoint for the other a quality assurance officer who shall coordinate the implementation of this agreement and shall make or bring about related decisions. Replacement of the representative must be reported immediately in writing.

9. Liability
Liability is determined according to the agreements on which the delivery is based.

10. Duration of the Agreement
This Agreement shall be valid from receipt and acceptance of the first order by the Supplier until the end of the cooperation.

13. Ineffectiveness of Individual Provisions
Should individual provisions of this Quality Assurance Agreement be ineffective, the effectiveness of the conditions will not be affected.

11. Applicable Law
German substantive law shall apply to legal relationships in connection with this Agreement.

STEINERT GmbH, Cologne