

Guideline for Assuring the Quality of Suppliers

between

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hereinafter referred to as "ETG/Appel"

and

Supplier

hereinafter referred to as the "Supplier"

Foreword

This Quality Assurance Agreement (QAA) specifies and governs all quality assurance measures provided for between the Contracting Parties in relation to future deliveries with a view to ensuring the quality of products

Our shared aim is to provide
quality
while achieving the highest cost-efficiency

Quality management based on recognized standards and working together in partnership are indispensable conditions for this.

The QAA describes the minimum requirements on the QMS of the Contracting Parties and lays down rights and obligations in relation to the quality of the products to be supplied.

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1 SCOPE

This Quality Assurance Agreement shall apply to all deliveries of production material (raw materials, semi-finished products, blanks and finished parts, tools, consumables and operating supplies) for series products to ETG/APPEL and shall supplement other contractual arrangements between the Supplier and ETG/APPEL.

2 REQUIREMENTS ON THE SUPPLIER'S QUALITY MANAGEMENT SYSTEM

The Supplier shall be responsible for the quality of its products. An effective QMS shall be an appropriate measure in this regard.

The Supplier's QMS must at least comply with the current version of the requirements of DIN EN ISO 9001. The Supplier shall seek to convert to ISO / TS 16949. It shall be responsible for obtaining and complying with the most up-to-date versions at any one time.

Evidence of successful implementation of a QMS must be provided in the form of a valid certificate. Any changes that have occurred must be reported to ETG/APPEL.

The Supplier shall also communicate the requirements arising from guidelines and standards to its sub-suppliers, ensuring compliance with them in a suitable form.

3 TECHNICAL DOCUMENTATION

The characteristics of the products to be supplied must have been defined in technical documents, such as drawings and technical terms of delivery. The documents may have been prepared by the Supplier, by ETG/APPEL or by the end customer. Reference shall be made to the documents in purchase orders and business transactions.

The supplier receives all technical information from ETG/Appel which is necessary for definition of the scope of supply. These can be drawings as also CAD-Data's, specifications or similar documents. References to technical standards and rules that are mentioned thereon and apply to the Supplier shall be binding, even without explicit references in the purchase order text. The Supplier shall be responsible for obtaining these standards and rules and for keeping them up to date. The Supplier must ensure that manufacturing by it and its sub-suppliers is carried out solely in accordance with the latest documentation.

The Supplier shall not be permitted to diverge from the technical documentation without ETG/APPEL's prior written consent.

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4 CLIENT SPECIFIC REQUIREMENTS

The supplier is obliged to make enquiries about the client specific requirements. He is also responsible to obtain and update them on a regular basis. He has to make sure that the production of his product and the production of his if applicable sub-contractors is being made after the most updated documents (requirements).

5 TOOLS

If tools that are financed by ETG/APPEL and remain the property of ETG/APPEL are developed or acquired to enable products to be manufactured and supplied, a corresponding tool hire agreement must be entered into.

The tools shall be identified by clear labelling in respect of product and tool owner (ETG) or (Appel). The exact designation must be agreed on a case-by-case basis.

6 ADVANCE QUALITY PLANNING (AQP)

In order to be able to identify potential sources of error at an early stage and to initiate targeted preventive measures, advance quality planning must be carried out while defining the manufacturing and inspection processes for new products or product groups or for product changes. If the Supplier is responsible for the design, this shall already apply as early as the design stage.

AQP shall include the planning and provision of:

- Feasibility studies
- Specifications and drawings
- FMEA
- Inspection and control plans
- Tools / jigs
- Gauges
- Statistical process control (SPC)
- Life testing
- Approval of initial samples
- Sub-suppliers
- Packaging

All documents shall be submitted to representatives of ETG/APPEL for inspection on request.

Co-ordination of product-related measures between Supplier and ETG/APPEL shall be crucial to effective and cost-efficient work. The Supplier shall carry out quality assurance measures independently before commencing supply. ETG/APPEL shall expect the supply to match the specifications of goods and services. ETG/APPEL expects the 0 mistake strategy from his suppliers. Target is 0 ppm.

ETG/APPEL shall be released from any requirement to carry out an incoming goods inspection that goes beyond a check of quantities and identification of products. Unless otherwise agreed, any additional expenses incurred in relation to an incoming goods inspection which are due to errors in supply shall be subject to charge. Any necessary documents such as acceptance test certificates, factory, material or coating records shall, on request, be enclosed free of charge with the delivery or supplied subsequently. The Supplier shall be responsible for the correctness of the documents. Inspection certificates mentioned here must not be more than one year old.

7 INITIAL SAMPLES AND REQUALIFICATION

Unless otherwise agreed, samples of new parts shall be provided together with an initial sample inspection report in accordance with VDA (German Association of the Automotive Industry) 2 "Assuring the Quality of Supplies", Sample Stage 2.

Initial samples must be manufactured entirely using series equipment and under series conditions. The Supplier shall fulfil all specifications in accordance with the drawing, technical terms of delivery, standards etc.

If the Supplier is unable to carry out individual tests itself, it must allocate them to a suitable testing centre. Responsibility shall always remain with the Supplier.

Once the initial samples and the fully completed initial sample inspection report (ISIR) have been presented, ETG/APPEL shall, at its own discretion, carry out counter-testing to check actual values. The evaluated ISIR shall be returned to the Supplier without delay.

The Supplier shall be able, on request, to produce initial samples to meet VDA Level 2 or PPAP Level 3 and to make an entry in the IMDS.

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7.1 Scope of inspection

The scope of inspection is defined in the relevant standards and must be complied with.

In addition, the Supplier shall ensure that the inspection covers the following:

- All dimensions and inspection characteristics in the drawing shall be inspected in full on at least 5 parts. The inspected parts shall be identified by means of a numbering system. Each characteristic shall be listed in the ISIR with its target and actual values. Actual values outside the specified tolerances shall be marked.

- Test and functional dimensions (marked by a frame in the drawing) and/or other specially defined characteristics shall be inspected on at least 50 parts. The actual values shall be evaluated statistically for each characteristic and shown in a corresponding chart. The generally known process capability characteristics shall apply here.

- If multiple tools are used to manufacture the products, each "nest" must be identified. A dimension record must be provided, and (where requested) process capability demonstrated, for each "nest" in sampling.

If an inspection characteristic cannot be adhered to, the Supplier must give a reason for this. In such cases, a dimension and tolerance proposal must be submitted to ETG/APPEL.

The provisional process capability study should be based on as many measurements as possible. At least twenty sub-groups (normally three to five parts each) shall be required to obtain sufficient information on which to base a decision.

To determine provisional process capability, the process must be robust and it must not show trends or inexplicable values outside the control limits.

Continuous process capability of $C_{pk} > 1.33$ shall be required for series production and shall be constantly monitored and controlled using SPC.

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7.2 Responsibility

The Supplier's quality unit shall be responsible for correct execution of all initial sample inspections. Approval of the initial samples by ETG/APPEL shall not release the Supplier from responsibility for the quality of its products. Such approval shall be purely technical in nature and shall not constitute a supply contract.

7.3 Supply and marking of sample parts

Sample parts (prototypes), initial sample parts and other series parts not released by quality assurance shall be clearly marked by the Supplier. ETG/APPEL shall provide the Supplier with a label for this purpose at the time it places the order. The Supplier shall complete the label, print it on **orange paper** and attach it to the goods so that it is **clearly visible**. This shall ensure that the goods are uniquely assigned during goods receipt.

Sample parts that are not marked shall be rejected and shall result in a complaint being made.

The complaint costs in this case shall be three times the flat charge for complaints plus the costs of returning the goods.

7.4 Requalification of series parts

Series parts must be re-qualified at regular intervals, i.e. evidence must be provided that all specifications are being complied with.

The Supplier shall carry out requalification at least every two years, independently or at the request of ETG/APPEL. To this end, an ISIR shall be prepared, including a dimension inspection, relevant process capability evidence and any material tests required. This shall be sent to ETG/APPEL for evaluation.

8 STATISTICAL PROCESS CONTROL (SPC) AND STATISTICAL METHODS

Statistical methods must be used in the following cases:

- Test equipment qualification (capability of measuring systems and measuring equipment)
- Product qualification (release inspections)
- Process monitoring in series production (SPC, control charts)
- Inspection during production

When statistical methods are used, the conditions must be laid down in writing:

- Observance of relevant standards
- Agreements with component suppliers (e.g. SPC)
- Written definition of inspection characteristics and inspection methods
- Rules laid down for the procedure to be adopted when control limits are reached

The Supplier shall carry out process capability studies for all identified characteristics that affect functionality or safety, in particular, or that have an important quality-defining property.

The studies shall be based on VDA Volume 4, Part 1.

Short-term process capability shall be deemed to have been achieved when $C_m / C_{mk} > 1.67$

Long-term process capability shall be deemed to have been achieved when $C_p / C_{pk} > 1.33$

A statement about process capability shall be permitted only if the analysis shows that the process is under control.

If parts are manufactured in a non-capable process ($C_{pk} < 1.33$), a 100% inspection shall be carried out without additional cost for ETG/APPEL.

Proof of series-related statistical process control (control charts, SPC) shall be made available to representatives of ETG/APPEL on request.

9 DOCUMENTATION

All process parameters that might have a negative effect on product quality and all characteristics that are important to functionality must be monitored, and compliance, deviations and countermeasures documented accordingly.

Incomplete documentation in respect of points 8.1 and 8.2 below may result in rejection of the goods supplied.

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Retention periods for drawings and documents shall be laid down in point 16 below.

9.1 Prior to initial sample

If new parts for which ETG/APPEL has design responsibility are developed or tested parts are modified, the following documents need to have been approved by ETG/APPEL prior to the initial sampling of new parts:

- Drawings
- Technical specifications for the product

The following documents must also be agreed:

- Design FMEA (may be assessed at the Supplier's)
- Process FMEA (as the basis of the inspection plan, assessment at the Supplier's)
- Inspection plan (the inspection plan must reflect the insights obtained from the FMEA)

9.2 Prior to first production-run delivery

The following documents must have been submitted to ETG/APPEL (the customer being responsible for design) or have been approved in writing (ETG/APPEL / Supplier being responsible for design) prior to the first production-run delivery of new parts or modified products / processes:

- Materials release by ETG/APPEL
- Fully completed ISIR / release by ETG/APPEL or customer
- Proof of provisional process or machine capability
- Where required, IMDS entry

10 PARTS REQUIRING DOCUMENTATION

Parts requiring documentation (documentation subject to a special retention period) shall be marked on the drawing by the symbol "A". Characteristics requiring documentation shall be marked on the drawing by a bar or triangle.

In the case of such parts, the Supplier shall be obliged to document the quality assurance measures and results of the quality inspection for each batch and with full traceability. Volume 1 of the VDA booklet "Parts Requiring Documentation by

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Automotive Manufacturers and Their Suppliers" shall be applied. The documentation shall be retained for a period of at least 15 years and must be completely traceable and available at all times.

11 MODIFICATIONS

Information about modifications affecting manufacturing processes (production methods, process flows, inspections, production site) must be provided in a timely manner and to the full extent, thereby enabling ETG/APPEL or its customer to examine their implications and to lodge an objection to them. The notice period for modifications shall not be less than six weeks prior to the delivery deadline.

If there are changes to manufacturing processes and the production site, new sampling must be carried out.

Responsibility for the quality of the products shall remain with the Supplier even after modifications have been approved.

12 DEVIATIONS, COMPLAINTS

In the event of process disturbances and quality deviations, defective units must be separated out and marked. The causes must be analyzed, measures aimed at improvement initiated and their effectiveness examined. Products that do not comply with the specifications must not be supplied to ETG/APPEL. In justified exceptional cases, ETG/APPEL may issue a deviation permit, limited in terms of time or quantity, providing functionality is not impaired. The Supplier shall obtain this deviation permit in writing from ETG/APPEL before supplying the products

If a delivery containing defects is nevertheless made, ETG/APPEL shall pass on to the Supplier all costs arising therefrom, including consequential costs incurred by third parties.

If a quality discrepancy report is issued, a standard inspection report charge of €150.00 shall be levied to cover the in-house costs involved in our processing of the complaint. Should it transpire that the quality discrepancy report is unjustified, the standard charge shall be reimbursed.

A quality discrepancy report shall, in principle, be issued in the event of failure to comply with a specification. It shall provide all the important details that are the basis for a complaint. The Supplier shall, in principle, be responsible for taking matters forward. However, the Quality Assurance department at ETG/APPEL shall co-

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ordinate on the matter. The Supplier shall protect the manufacturing process at ETG/APPEL from the faults in its product and ensure that remedial measures are implemented

13 EVALUATION OF DELIVERY QUALITY /SUPPLIER EVALUATION

ETG/APPEL shall examine every delivery, in its goods receipt unit, in terms of its identity and, where possible, quantity and inspect it for noticeable damage (e.g. transport damage).

Further inspections may be carried out in the form of random tests. Such inspections shall be based on:

- Inspection plan
- Supplied acceptance test certificate 3.1. in accordance with DIN EN 10204
- Proof of quality (goods-related documentation)

The Supplier shall be notified immediately of any defects or damage identified during the inspection and any defects that do not become visible until later, i.e. during processing of the goods.

A Supplier's ability to achieve quality shall be analyzed whenever it makes a delivery. The Supplier shall receive notification in respect of every objection, to which it must respond. If a complaint is issued, the Supplier shall, unless otherwise defined, be expected to provide a written comment in the form of an 8D report.

All goods supplied, every objection etc. shall be included in the supplier evaluation. This evaluation shall be carried out on a quarterly basis as a rule, with the Supplier being informed of the result.

14 MANAGEMENT SYSTEMS

We expect from our partners to establish a management systems and standards for the areas of environment, energy and employment protection / safety at work. Preferably these systems should be certified and known standards such as ISO 9001, ISO/TS 16949 (new IATF 16949), ISO 14001, ISO 50001, OHSAS 1800, etc., will be acknowledged by us. The supplier evaluation contains assessment criteria of your meeting these standards.

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15 ENVIRONMENTAL PROTECTION

The Supplier shall be responsible for all substances and preparations used in the product. It shall comply with the legal requirements and environmental protection specifications.

The Supplier shall be obliged, where such is applicable, to issue or deliver a safety data sheet in accordance with section 14 of the *Gefahrstoffverordnung* (German Ordinance on Hazardous Substances - GefStoffV), 91/55/EEC or TRGS 220 (German Technical Rules on Hazardous Substances) in respect of hazardous substances and preparations (sections 4-4b, section 14(1) of the GefStoffV).

Where required, the Supplier shall provide evidence of compliance with Directive 2002/95/EC (RoHS) and EC Regulation No. 1907/2006 (REACH), as most recently amended.

ETG/APPEL shall make a separate request for any entries in the IMDS that are required.

Products and manufacturing procedures must always reflect the current state of the art.

The business partners shall strive constantly to avoid and reduce environmental pollution. They shall guarantee to dispose properly of wastes, particularly of hazardous substances. This shall also apply to effluents and emissions.

16 SUSTAINABILITY

Sustainability is an action or principle for utilization of resources. Actions in which the preservation of the essential qualities, the stability and the natural ability for regeneration of the particular systems you use are in the foreground. We expect from our partners appropriate standards and actions.

17 PACKAGING

ETG/APPEL shall, together with its Suppliers, meet the waste management targets of environmental legislation (such as the *Verpackungsverordnung* (German Packaging Ordinance)) in accordance with the following features:

- **Avoidance:** Limitation to what is necessary in terms of weight and volume (protection of resources, reduction of transport volume)
- **Reduction:** Use of reusable packaging

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- **Recycling:** Use of environmentally friendly, recyclable materials for all types of packaging

Parts-specific packaging shall be planned according to considerations of logistics, quality assurance, environmental compatibility and cost-efficiency and agreed with ETG/APPEL.

The Supplier shall be obliged to take back the packaging in accordance with statutory specifications, particularly if the above-mentioned features are not taken into account.

18 QUALITY AUDIT BY ETG/APPEL

If required, representatives of ETG/APPEL shall carry out an evaluation of the Supplier's quality management system. In the assessment associated with this, ETG/APPEL shall expect the Supplier to achieve at least category B ("mainly satisfactory") under ETG/APPEL's audit evaluation system (VDA Volume 6, Questionnaire/Evaluation of Results).

The audit results shall be used to determine whether to recommend a business relationship. If weaknesses which fail to meet the requirements of recognized standards are found, the remedial action required and the deadline therefor shall be recorded in the audit report. The defects identified in the audit must be included in an action plan to remove the weaknesses and remedied within a defined period.

As long as there is no drop in quality of goods supplied, provision shall be made for audits at intervals of around 3 years in the case of existing business relationships. Fluctuations in the quality of goods supplied may lead to shorter intervals.

Suppliers unable to show that they have a certified quality assurance system shall be audited annually.

The representatives of ETG/APPEL shall undertake, vis-à-vis the Supplier, to keep confidential all information and insights obtained on the basis of the audit.

19 RETENTION PERIODS FOR DOCUMENTS AND RECORDS RELEVANT TO QUALITY

The Supplier shall determine the retention periods for documents and records relevant to quality assurance, fulfilling the following minimum requirements set by ETG/APPEL:

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- Documents and records for characteristics requiring documentation - 15 years
- Development and initial sample documentation - 15 years from cessation of series production
- Records relating to special inspections - 15 years
- Records relating to QA performance (QA control chart, inspection results, ppm listings, etc.) - 3 years
- Records relating to process and production releases, materials inspection reports, purchase agreements, addenda thereto etc. - 1 year from cessation of production for series and spare part requirements
- Records relating to QM evaluations, internal audits, etc. - 3 years.

These periods shall apply from the date on which the document is created. These specifications shall not replace any statutory requirements.

20 DESIGNATION OF A PRODUCT SAFETY OFFICER (PSO)/ DOCUMENTATION REQUIREMENT

In accordance with current customer requirements, the designation of a Product Safety Officer (PSO) and his or her deputy shall be prescribed for products within the automotive department. Such designation shall apply to the entire supplier chain and shall also be requested by your company from sub-suppliers and presented on request.

21 EMERGENCY PLAN

In order to maintain the ability to supply even in the event of unplanned disruptions and emergencies, the Supplier shall prepare an emergency plan and present it to ETG/APPEL on request.

22 CONFLICT MINERALS

We expect from our suppliers the compliance of the “conflict-free sourcing initiative (cfsi)”. Information regarding this matter can be obtained over the website <http://www.conflictreesourcing.org>. For the Conflict Minerals Report, a free Reporting File (CMRT) can be used. This reporting has to be provided and sent on request

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23 CODE OF CONDUCT AND ETHICAL PRINCIPLES

The following principles shall set out the ethical code of conduct that ETG/APPEL has adopted. They shall constitute the basis of all business relationships within and beyond Germany.

In this way, ETG/APPEL intends to assume its share of social, economic and ecological responsibility and expects its Suppliers to comply with these principles.

They shall include:

1. Prohibition of corruption

No form of corruption or bribery shall be tolerated. No personal influence or obligation shall be created. Where, in some nations, making gifts is a form of courtesy or custom, it must not give rise to dependence. National law shall be taken into consideration and complied with in this matter.

2. Compliance with laws

Maximum working hours shall be observed, as laid down in currently applicable labour legislation.

3. Payment of fair wages and salaries

Wages and salaries shall be based on applicable legal provisions and the contracts entered into in terms of individual rights. All employees shall have a right to fair and full payment for their work.

4. Prohibition of forced labour, corporal punishment and child labour

The exercise of direct or indirect force shall be prohibited. Employees shall not be intimidated or forced to work. This prohibition shall also include verbal, psychological or physical force, as well as coercion or harassment (also sexual in nature). ETG/APPEL shall refuse to employ children and young people under 15 years of age and shall also expect its Suppliers not to tolerate child labour.

5. Prohibition of discrimination

All employees shall be treated equally, regardless of gender, skin colour, age, race, religion, political opinion, physical or mental disability, ethnic, national or social origin, sexual orientation or other personal characteristics.

6. Safe and healthy working conditions

The business partners shall take measures to prevent damage to health and accidents. Employees shall be trained at regular intervals on the subject of health and safety at work.

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24 CORPORATE SOCIAL RESPONSIBILITY (CSR)

The Corporate Social Responsibility (CSR) defines the voluntary contribution of the economy for a sustainable development. This goes further than the lawful requirements. CSR stands for responsible corporate policy in the actual business activity (market). Ecological relevant aspects (environment) to the relations with employees (workplace) and the exchange with relevant vested interests / stakeholders. This basic engagement with these topics is expected from our partners.

To document these expectations, we recommend a CSR-Rating on a platform at suppliers own option.

25 OTHER APPLICABLE DOCUMENTS

- General Terms and Conditions of Business of ETG / Appel
- Supplier evaluation
- All standards and regulations mentioned in this QAA
- VDA booklet series
- Product-specific and customer-specific requirements
- *Bürgerliches Gesetzbuch* (German Civil Code - BGB)
- *Produkthaftungsgesetz* (German Product Liability Act)
- Other statutory regulations

as amended.

26 NOTES, REMARKS AND SPECIAL AGREEMENTS:

Acceptance of the Quality Assurance Agreement shall be included in the supplier evaluation.

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Gedern, 24 May 2017
Lauda, 24 May 2017

Rev.	Changings
03	History added
03	Client Specific Requirements added
03	Target agreement added
04	Management Systems added
04	Sustainability added
04	Conflict Minerals added
04	Corporate Social Responsibility (CSR) added

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SUPPLIER

Designation by name of the Product Safety Officer and his or her Deputy:

(PSO)	Deputy
Name:
Tel.:
E-mail:

.....
Date, stamp, name, signature

Please e-mail the confirmation (this page), duly completed and signed, to:

U.Buchert@etggmbh.de
M.Eble@appelgmbh.de