Quality Assurance Agreement (QAA)

for external providers regarding

External processing for components Aerospace and Defence Industry

- referred to as Supplier -

of

OTTO FUCHS KG

Derschlager Straße 26
58540 Meinerzhagen

- referred to as Buyer -

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Table of Contents

1. Preambel 3
2. Supplier Responsibility 3
3. Supplier Management System 3
3.1 Quality Management 3
3.2 Management of Subcontractors 4
3.3 Environment Protection, Sustainability, Energy Use and Work Place Safety 4
4. Supplier Management of the Buyer 5
4.1 Supplier Qualification / Supplier Approval 5
4.2 Supplier Audits 5
4.3 Supplier Evaluation and Rating 6
4.4 Supplier Development 6
5. Risk Management / Contingency Plan 6
6. Document Management and Data Protection 7
6.1 Order Documents 7
6.2 Data and Document Archiving 7
6.3 Data Protection 8
7. Quality and Test Planning 8
7.1 Feasibility Analysis/Risk Analysis/P-FMEA 8
7.2 Test Planning / Documentation of Test Results 8
7.2.1 Machining 9
7.2.2 Surface Treatment 9
7.2.3 Ultrasonic Inspection 10
7.3 Production Sheet/Job Traveller 10
7.4 Test and Measuring Equipment 10
7.4.1 Machining 10
7.4.2 Surface Treatment 11
7.4.3 Ultrasonic Inspection 11
7.5 Organizational Knowledge / CIP 11
8. Maintenance 11
9. First Article Inspection (FAI) 11
10. Incoming Inspection/Marking/ Traceability/ Packaging/ Storage 12
11. Serial Production / Complaints 12
12. Information Obligation 13
13. Escalation Procedure 14
14. Warranty and Liability 15
15. Additional Regulations 15
Appendix 1: Customer-Specific Requirements on Supplier QMS 16
Revision history: 18

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1. Preambel

The Quality Assurance Agreement (QAA) contain framework terms and conditions between Buyer and Supplier required to achieve the pursued zero defect objective. The QAA refers to the external services relating to machining, surface treatment and ultrasonic inspection of the components provided by the Buyer, which are intended for the Buyer's (OEM) customers in the aerospace and defence industry.

These QAA describes the minimum requirements for the Supplier's management system and is an essential component of the purchasing conditions or the contract between the Buyer and the respective Supplier. Full acceptance of these QAA by the Supplier is a prerequisite for the commissioning of external services by the Buyer.

2. Supplier Responsibility

The Supplier is obliged to comply with the statutory and regulatory requirements that affect its business processes.The continuous improvement of its processes, as well as adherence to delivery and quantity compliance are part of the Supplier's quality policy.

Subcontracting to third parties is not permitted without explicit prior approval of the Buyer.
In the event of placing an order after approval by the Buyer, the Supplier shall also oblige its subcontractors to comply with the contents of this Quality Assurance Agreement.

3. Supplier Management System

3.1 Quality Management

The supplier commits themselves to permanently deploying an effective quality management system, which is established according to its structure and company size on the basis of the current revision of EN/AS 9100 and which has been certified at least according to ISO 9001 in the valid edition. The requirements of the certification standard, supplemented by the requirements of these QAA, must be implemented in the Supplier's quality management system (QMS). The contents of this QAA include the requirements of the Buyer, EN/AS 9100 and the customer-specific additional requirements of the Buyer's major customers for the supplier's quality management system (see Annex 1 for information).

Suppliers that are part of a vertically integrated manufacturing chain of the Purchaser's customer must have a customer approval (OEM) for services provided to the Buyer. If the final machining of ready-to-assemble parts for an OEM is involved, the supplier must be approved by the appropriate aviation authority (e. g. LBA, JAA, FAA) to issue an airworthiness certificate.

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The Supplier is obliged to support the awareness of his employees regarding product conformity, product safety and ethical behaviour. The necessary qualifications of the test and inspection personnel (penetrant and ultrasonic inspectors) must be maintained through regular training measures.

3.2 Management of Subcontractors

The Supplier is obliged to maintain a documented list of the subcontractors he has qualified. The Supplier is responsible for passing on any information required along the supply chain from Buyer to Subcontractor.
Upon demand, the Supplier is to provide the Buyer with documented evidence of effectiveness checks of Subcontractors´ quality management systems.
The Supplier commits to enabling the Buyer to carry out an audit at the respective Subcontractors´ on the above-mentioned conditions, as well as to concluding a contract with their Subcontractors which authorizes the Supplier to do so.

3.3 Environment Protection, Sustainability, Energy Use and Work Place Safety

The Supplier is obliged to comply with the applicable national legal requirements regarding environment protection, energy use and work place safety valid in the country of manufacture. Workplaces and processes are to be designed such that inadmissible effects on employees and products are impossible. The supplier must comply with the "Supplier Code of Conduct of OTTO FUCHS KG", which can be found in the Supplier Portal at www.otto-fuchs.com. The respectively applicable legal and official requirements of the exporting country, the importing country and the country of destination specified by the Buyer for the use of the components, insofar as they are communicated to the Supplier, must be fulfilled.

It is the Supplier's responsibility to handle all production waste (scrap and chips) in accordance with the law.
The performance of external services for the Buyer must meet the specified quality, environmental and safety criteria; the plants and machines required for this must be used safely for their intended purpose. The instructions and provisions required for this must be available to employees at the workplace.

The implementation and certification of the environmental/energy/occupational health and safety management systems must be taken into account in the Supplier's corporate planning.

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4. Supplier Management of the Buyer

4.1 Supplier Qualification / Supplier Approval

The Buyer maintains a list of approved external providers that have been qualified in accordance with the Buyer's approval procedure for external services on components for the aerospace and defence industry.

4.2 Supplier Audits

The Supplier grants the Buyer, customers of the Buyer as well as responsible authorities, the right of examining their quality management system and processes at their production sites by performing audits during their working hours.
For this purpose, auditors are granted free access to those sites of the Supplier that are involved in planning, development and manufacturing of products to be supplied to the Buyer. The Buyer shall accept reasonable restrictions of this right in order for the Supplier to safeguard their corporate secrets. At such quality audits, the Supplier will provide all necessary documents and information from all relevant levels of the Supplier's supply chain according the information requested by the Buyer.
The process audits will be performed in accordance with the VDA 6.3 guideline, process audits are extended to include customer-specific requirements if necessary. The result and the agreed improvement measures will be documented by the Buyer. The Supplier is responsible for implementing the audit measures and providing regular information on the processing status to the Buyer.

Reasons for supplier audits may be the following:

- Supplier approval procedure
- Awarding of new contract
- Launch of production (approval of serial production)
- Changes to manufacturing process or test procedure
- Changes in equipment or production location/relocation
- Regular supplier monitoring
- Repeat audit caused by negative audit result (C-rating)
- Ongoing escalation procedure on the part of the Buyer (s. chap. 13)

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4.3 Supplier Evaluation and Rating

The rating of the Supplier (A, B or C) by the Buyer is regularly determined on the basis of defined evaluation criteria: Quality, logistics (faithfulness to delivery dates and quantities), purchasing and sustainability (environmental behaviour and legal compliance). The Supplier will be informed regularly about the result of the rating by the Buyer in writing.
The quality of the external service is continuously assessed by the Buyer as part of the incoming goods inspection and constitutes a quality indicator.
This key figure can be adversely affected by the result of the supplier audit carried out or by an escalation procedure initiated by the Buyer.

4.4 Supplier Development

If the Buyer identifies problems in supplier performance based on supplier monitoring, he shall initiate improvement measures at the Supplier.
The Buyer pursues the possibilities of continuous improvement of the Supplier and declares its support for the continuous further development of the QMS of its suppliers in accordance with this QAA. The information required for this is passed on to the Supplier.
The supplier audit is a form of supplier development; the exchange of information and experience between the Buyer and the Supplier also serves this purpose.

5. Risk Management / Contingency Plan

The Supplier must ensure that all potential incidents, which could negatively affect the supplier's ability to deliver within the supply and process chain, are identified, evaluated and controlled by the risk management system.

Possible incidents that could cause an emergency: machine defect, loss of personnel, loss of subcontractor or power failure.
The appropriate preventive measures should be fixed in a contingency plan. The effectiveness of the contingency plan must be checked annually by the Supplier and must be submitted to the Buyer on request.

The Supplier must be adequately insured for the damage caused by his inability to deliver to the Buyer and his customers, as well as for product liability cases.

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6. Document Management and Data Protection

The quality management system of the Supplier is required to contain procedures for control of quality requirements documents as well as for archiving of quality records for evaluation (s. Chap. 6.2). These records are to be allocated to the Buyer's production orders on the basis of the Buyer's order number or the component identification of the Supplier.
Access to the Supplier's quality records must also be guaranteed for the Buyer in the event of a company takeover or insolvency proceedings (see General Purchasing Conditions in the Supplier portal of the Buyer - www.otto-fuchs.com).

6.1 Order Documents

The Supplier shall be responsible for executing the order in compliance with the specifications according to the order documents of the Buyer ((including order and technical documentation).
The Supplier is obliged to examine the documents in terms of completeness and consistency regarding their production process and, if required, to request further information from the Buyer in order to ensure correct execution of the order. The requirements of the Buyer on the product are fixed in the order, in the drawing (e.g. OF raw part drawing or machining drawing, machining sketch, US inspection technique, customers standard/technical standard) and, if applicable, in the data records provided (3D).

If one of the requirement documents listed in the purchase order or the customer-specific QMS requirements relevant to the order (CSR - see Appendix 1) are not available to the Supplier, these must be requested by the Buyer. The revision levels of the documents listed in the order (e. g. technical drawing, specification) apply to the respective order of the Buyer.

6.2 Data and Document Archiving

The requirements for the archiving periods of the specification documents and the Suppliers' quality records are to be taken from the legal and customer or industry-specific regulations and implemented (see EN 9130 + Annex 1). The order-related test records must be forwarded to the Buyer, where they are archived indefinitely. The critical characteristics of the component (key characteristics) that may be present must be marked in the supplier's documentation in accordance with the specifications in the Buyer's drawing.
The handling of digital product data (DPD) including data archiving must be specified and implemented in writing in accordance with the Buyer's work instruction.
Upon request of the Buyer, the Supplier shall grant him access to the control and archiving of the documents.

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6.3 Data Protection

The confidentiality of the information from the Buyer or the Buyer's customer shall be confirmed by the Supplier in signing the confidentiality agreement (see download in the Buyer's Supplier Portal) is a prerequisite for the business relationship between the Buyer and the Supplier.
Information, documents and other information may only be passed on to third parties with prior agreement of the Buyer.

7. Quality and Test Planning

7.1 Feasibility Analysis/Risk Analysis/P-FMEA

An analysis of the technical feasibility including the evaluation of capacity planning by the Supplier must be carried out within the scope of the enquiry or, in the case of the first order from the Buyer customer, regarding the processing of a new product number and with each specification change (e.g. new drawing index). The result of the feasibility study shall be communicated to the Buyer in writing as part of the offer documents.

The Supplier shall apply adequate preventive methods of quality planning (quality plan or equivalent) and fault prevention (P-FMEA or other equivalent failure mode, influence and criticality analysis).
These also include the consideration of preventive measures to prevent the use of counterfeit or presumably counterfeit parts that could be delivered to the Buyer.
The handling of the key characteristics of the components defined by the Buyer or the Buyer's customer must be specified and complied with by the Supplier in writing. If relevant, the key characteristics are specified in the Buyer's drawing and can be supplemented by the critical parameters from the Supplier's manufacturing process.
The archiving periods for the documents belonging to the special characteristics are to be adhered to in accordance with Chapter 6.2.

7.2 Test Planning / Documentation of Test Results

The Supplier must systematically maintain evaluable records of the results of process monitoring, quality control and the measures taken to eliminate defects in accordance with the defined inspection plan for the respective external service. The corresponding documents must be submitted to the Buyer on request.

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7.2.1 Machining

Components with individual marking (serial no. parts)

If necessary, the individual S/N parts must be measured in accordance with the Buyer's specifications for the selected component characteristics according to the drawing and the measured values must be documented in a dimensional report (e.g. discs / rings).

Components with batch identification (W- No. parts)

Unless otherwise specified by the Buyer, the W-No. parts must be measured according to the specifications of the Buyer for the selected component characteristics according to the drawing at the following test frequency and the measured values must be documented in a measurement report:

- First and last workpiece of a delivery lot
- Batch size 1-30 pieces = every 5th component
- Batch size 31-200 pieces = every 10th component
- Batch size > 200 pieces = every 15th component

The extent of testing of the S/N and W-No. parts in series production must be agreed with the Buyer (the dimensions to be documented are specified in the measurement protocol).
The Supplier is responsible for inspecting the products in accordance with the specifications provided by the Buyer.

The measurement report must be sent to the Buyer (preferably electronically as a pdf-file) and archived at the Supplier's premises.

7.2.2 Surface Treatment

Suppliers for the surface treatment of parts are responsible for the regular monitoring of their production facilities. The Supplier shall define a test concept for process monitoring and surface inspection of the parts, unless otherwise specified in the order or by the Buyer. A certificate of conformity or a Type 3.1 test certificate in accordance with EN 10204 must be sent to the Buyer and archived at the Supplier's premises.

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7.2.3 Ultrasonic Inspection

Suppliers for ultrasonic testing are responsible for the regular monitoring and inspection of their inspection-relevant equipment.

The inspection range must correspond to 100% for each component to the approved FAI report and the US test must be carried out in accordance with the valid US inspection technique.

An inspection certificate/certificate of conformity must be sent to the Buyer and archived by the Supplier.

7.3 Production Sheet/Job Traveller

The Supplier must specify a production sheet (job card/ traveller) listing the individual work steps that are necessary for fulfilling the Buyer's order. This production sheet shall run with the part to be processed through the production process and each executed work step or check must be confirmed and countersigned by the responsible employee.
The US test service providers fill in the US test report for the corresponding order, which is stamped and sent to the Buyer.

7.4 Test and Measuring Equipment

The Supplier must administrate and continuously monitor any testing and measuring equipment. This includes the regular calibration. Only ISO/IEC 17025 accredited calibration service providers may be appointed. If test and measuring equipment is provided to the Supplier by the Buyer or the Buyer's customer, it must also be included in the Supplier's test and measuring equipment management system and sent back to the Buyer before the calibration date has expired.
If requested by the customer, a determination of the measuring equipment capability of the test and measuring equipment shall be carried out to the specified extent.

7.4.1 Machining

The machining dimensions must be measured with suitable hand-measuring devices. Drill holes can be guided as an attribute characteristic and checked with a valid plug gauge.

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7.4.2 Surface Treatment

The thickness of the coating must be measured and documented after surface treatment of the components using a suitable method.

7.4.3 Ultrasonic Inspection

US transducers, devices and tanks must be checked at regular intervals in accordance with customer specifications. The documentation relating to inspections carried out shall be submitted to the Buyer on request.

7.5 Organizational Knowledge / CIP

The Supplier defines continuous improvement as a holistic approach to its quality management system. The experience summarized from previous projects and the analysis of deviations is to be used to build up knowledge management (e.g. lessons learned). As part of continuous quality improvement, the Supplier must monitor, analyse and reduce the scrap rate, rework rates or number of faulty documents for the US inspection order by means of appropriate measures

8. Maintenance

In order to minimize the downtimes of machines, equipment and tools, the Supplier must implement preventive and predictive maintenance methods as well as tool management. The tool and machine maintenance as well as malfunctions and downtimes must be documented. The clamping devices provided by the Buyer must be regularly checked by the Supplier and protected against damage. If necessary, the Buyer must be involved (e.g. in case of damage or loss of the clamping device).

9. First Article Inspection (FAI)

Prior to the start of series production, the Supplier must carry out and document the First Article Inspection in accordance with AS/EN 9102 or the respective customer specification (i. e. FAI report including cover sheet and further verification documentation according to the specifications of the Buyer). The FAI report must be released by the Buyer and, if applicable, by the Buyer's customer. It must be ensured that the production facilities, testing and measuring equipment, tools and manufacturing processes are suitable for series production. No FAI report is required for pre-machining on the forging blank (e. g. punching, deburring) prior to heat treatment.

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10. Incoming Inspection/Marking/ Traceability/ Packaging/ Storage

During the incoming inspection, the Supplier shall inspect the components received from the Buyer for compliance with the quantity and identity, as well as for externally recognizable transport and packaging damage. The goods receipt inspection must be documented by the Supplier.
The marking of the parts to be processed must correspond to the technical specifications of the Buyer.
The production flow and the procedure for handling the components at the Supplier's site are to be defined such that quality impairments, damage and replacement of counterfeit parts are avoided. This also applies to transport, storage, packaging, preservation and shipping of the components.
Storage conditions of products at the Supplier´s site are to be such that loss, theft, damage and change of material properties caused by environmental impact are impossible

The Supplier must comply with the special packaging regulations of the Buyer.
The Buyer's transport containers/racks must be kept clean by the Supplier.

Upon delivery to the Buyer, each packaging unit must be provided with an externally visible production sheet of the Buyer. Deviating marking of the load carriers is only possible after consultation with the Buyer.
Non-compliant components must be labelled with a blocking sticker and packed separately, if possible.

11. Serial Production / Complaints

The Supplier is obliged to deploy steering actions appropriate for monitoring of serial production.
The measurement reports or inspection certificates with regard to surface treatment or the US test reports for each production order must be sent in the specified file form to the Buyer's specified electronic mailbox.

In case of process disruptions or quality defects at the Supplier, root causes are to be analyzed, improvement measures are to be initiated and their effectiveness is to be verified by the Supplier.
With the delivery of the processed components to the Buyer or the Buyer’s customer, the Supplier confirms compliance with all specifications for the external service ordered.

Should, in exceptional cases, products have been produced for the Buyer that do not meet specifications, the Supplier is obliged to issue a deviation request and to obtain special approval of the Buyer prior to delivery (see Download - Request for Deviation - from the Buyer's Supplier Portal).
The Buyer is to be informed without delay about deviations in writing that the Supplier detected only after delivery.

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The Buyer shall inspect the deliveries received from the Supplier upon receipt of the goods for compliance with the quantity and identity, externally recognizable transport and packaging damage. The Supplier shall be notified immediately of any complaints resulting from this inspection. The immediate action for the complaint (8D report) must be reported to the Buyer by the Supplier within two working days after receipt of the complaint.
In addition, the Buyer shall inspect the goods delivered by the Supplier in the course of the manufacturing process in accordance with the conditions of a proper course of business and shall notify the Supplier in writing of any defects that occur after their discovery in the form of a complaint report (8D report). Every complaint requires the Supplier's verification of the process FMEA and test plan and must be confirmed in the fully completed 8D report.

If the production of the Buyer and the Buyer´s customer respectively is threatened to stand still as a result of faulty deliveries, the Supplier is to take remedial action promptly, and the Buyer – upon written consent and at the expense of the Supplier – is permitted to take the required actions (e.g. sorting and reworking) respectively.

All direct and indirect costs of the Buyer (and Buyer´s customer respectively) incurred by complaints that are evidently caused by the Supplier, are to be absorbed and accepted by the Supplier.

For each complaint, the Buyer shall charge a handling fee of 250,00 €. This is a minimum handling fee which serves to cover the administrative expenses of the customer in relation to the complaint. The Buyer reserves the right to charge the Supplier for the actual expenses which have traceable been incurred by the Supplier in the course of processing the complaint and which exceed the minimum handling fee.

12. Information Obligation

All certificates related to management systems and customer approvals of the Supplier must be made available to the Buyer in a current version. The Buyer must be notified immediately of any changes in the approval or certification status.

The Supplier shall be obliged to inform the Buyer about organisational changes which have an influence on his ability to deliver (e. g. sale, takeover, management change, personnel change in key positions incl. qualified inspection personnel).

In case it becomes noticeable that agreements made e.g. on quality characteristics, schedules, delivery volumes cannot be fulfilled, or in case the Supplier detects a decline in quality, the Supplier is obliged to inform the Buyer thereof as well as about detailed circumstances promptly and to initiate corrective actions. The obligation to provide information includes the disclosure of all relevant data and facts.

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The Supplier shall inform the Buyer timeously before any changes that are being planned for production processes, testing procedures and any change of production location that may effect the product quality. The Buyer shall then decide whether the changes planned require new sampling.

Any changes to the product and production process are to be documented in a product life cycle (change history) by the Supplier.

13. Escalation Procedure

With serious deviations from quality requirements the Buyer reserves the right to initiate an escalation procedure with the Supplier.

Triggers for initiating an escalation procedure may e.g. be the following:

- repeated faulty deliveries despite completed problem solving (8D)
- repeated disruptions of Buyer´s production caused by faulty deliveries
- repeated/ critical complaints by customers of Buyer, caused by faults of Supplier
- insufficient complaint management of Supplier
- impending stopages of Buyer´s production and their customers´ production respectively, caused by faults of Supplier
- critical action out of supplier audit not implemented
- unsatisfactory order processing of Supplier
- Loss of OEM approval or supplier's QMS certificate (ISO 9001 or EN/AS 9100)

The Buyer has implemented a three-stage escalation procedure.

By means of a structured escalation procedure with suppliers, a smooth run of production as well as project shall be ensured; arising problems shall be solved sustainably.

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Escalation Stage 1:

In the first escalation stage (problem solution by supplier is not successful) the supplier is invited to an interview with the customer, during which the problem is discussed and remedial measures are scheduled.

Escalation Stage 2:

Escalation to stage 2 (outside assistance required for solving of problem at Supplier´s) follows in case result of stage 1 is unsatisfactory.
Escalation stage 2 provides for a root cause analysis that may take place on-site at the Supplier´s, or at the Buyer´s facility. This analysis may be performed by the Buyer as a process audit. The action plan agreed is to be executed by the Supplier in the stipulated period.

Escalation Stage 3:

An unsatisfactory result to escalation stage 2 leads to the initiating of stage 3 (Supplier is not suitable) or even to removing the Supplier as a supplier to the buyer and their customers.
The Buyer's customer is included in escalation level 3, if it is a supplier specified by the Buyer's Customer or if there is a risk for the Buyer's customer.

De-escalation:

In the case where effectiveness evaluation at the respective escalation stages show positive results, the Supplier shall be notified of the lifting of escalation procedure (de-escalation). The de-escalation procedure shall be dealt with step by step.

14. Warranty and Liability

This quality assurance agreement does not limit the warranty and liability obligations of the Supplier in accordance with the General Purchasing Conditions of the Buyer and/or the framework agreement and the statutory provisions.

15. Additional Regulations

The Buyer has published the documents relevant to suppliers in its supplier portal at www.otto-fuchs.com. The supplier is obliged to implement the current status of the requirements.

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Unless otherwise specified in this quality assurance agreement or elsewhere, the Buyer´s general terms and conditions of purchase apply
The quality assurance agreement shall be valid until replaced by a new revision.
The up-to-date issue of the QAA incl. Appendix 1 is to be found on the supplier portal of the Buyer at www.otto-fuchs.com

Meinerzhagen, _____ _____

Place, Date

OTTO FUCHS KG
-Buyer-

- Supplier-

_____ _____

ppa J. Müller
Head of Metal Purchasing OTTO FUCHS Group

Name, Position, Stamp

Appendix 1: Customer-Specific Requirements on Supplier QMS

Basic documents for QAA - External Processing for components Aerospace and Defence Industry (informative)

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Customer of the Buyer	Customer-Specific Requirements
Rolls-Royce	SABRe- Supplier Management System Requirements
MTU	MTN 94111 (Supplement 1- Quality Assurance Requirements for Suppliers - Test requirements, documentation and direct deliveries)
BAE Systems	BAE/AG/QC/SC1 Parts 1 to 7 BAE Systems Aircraft Business Units Quality Management Requirements for Suppliers Supplementary Quality Requirements for Suppliers to the F-35 Lightning II Program (BAES-JSF-QMS-141-03-DV)
Airbus	GRAMS AP2190 Amendment AP2190
Kawasaki Heavy Industries	QRS-PW1000-110 Quality Requirement Sheet (QRS) PQP 101- JAEC Quality Management Systems Requirements KQ- 7201- Quality Control Requirements for Supplier
Pratt & Whitney	ASQR-01 Supplier Quality System Requirements
GE	S-1000 GE AVIATION QUALITY SYSTEM REQUIREMENTS FOR SUPPLIERS
Embraer	EQRS- EMBRAER Quality Requirements for Suppliers
SAFRAN Group	GRP-0087 SAFRAN requirements for external providers SREQ-SLS-001 Requirements applicable to SAFRAN Landing Systems suppliers

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Rev.1 (March 2019): Appendix 1- Issue status of CSRs removed

Rev.0 (Jan. 2018): First edition of the QAA

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