Quality Assurance Agreement (QAA)

for external providers regarding

Machining, surface treatment and assembly
- Automotive components (except forged wheels)

- referred to as Supplier -

of

OTTO FUCHS KG

Derschlager Straße 26
58540 Meinerzhagen

- referred to as Buyer-

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1. Preamble

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 assembly of the components provided by the Buyer, which are intended for the Buyer's (OEM) customers in the automotive 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 in order to achieve the desired zero-defect goal.

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 IATF 16949/ VDA 6.1 or comparable 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 these QAA reflect the requirements of the Buyer, IATF 16949 and the customer-specific additional requirements of the Buyers customers (CSR) for the quality management system of the suppliers (see Annex 1 for information). 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 must be maintained through regular training measures. The necessary work instructions and specification documents must be available to the employees at the workplace. The Supplier has to appoint a product safety representative (PSB) and to qualify him accordingly.

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The Supplier regularly examines the effectiveness of their manufacturing process by performing internal audits in accordance with VDA 6.3, VDA 6.5. and applicable customer-specific requirements respectively (see appendix 1).

The Buyer reserves the right to demand evidence of the audits carried out.

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 machining, assembly and surface treatment of components for the automotive sector.

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 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.

Reason for supplier audits may be the following:

- Supplier approval procedure
- Supplier development
- 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. chapter 13)

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4.2.1 Process Audits

The process audits will be performed by the VDA 6.3- qualified process auditors of the Buyer in accordance with the VDA 6.3- guideline, in addition to the customer-specific requirements, if applicable.

4.2.2 Quality Management System Audits

The Buyer declares his support for the continuous further development of the QMS of his Supplier on the basis of the IATF 16949 and the customer-specific requirements within the framework of the planned system audits. The aim is to achieve the IATF 16949 certificate by the Supplier. Fulfilment of the MAQMSR requirements (Minimum Automotive Quality System Requirements for Sub-Tier Suppliers) is the first step towards the IATF 16949 certificate. MAQMSR available for download under:
http://www.iatfglobaloversight.org/wp/wp-content/uploads/2016/12/Minimum-Automotive-Quality-Management-System-Requirements-for-Sub-tier-suppliers-2ndEd-rev2.pdf

The information and specifications required for this purpose are passed on by the Buyer to the Supplier.
System audits at the Supplier's premises are carried out by qualified auditors of the Buyer.

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 quality of external services is continuously evaluated by the Buyer and constitutes a quality indicator. If necessary, this key figure can be negatively influenced by the result of the supplier audit, certification status or by an escalation process initiated by the Buyer. The Supplier will be informed regularly about the result of the rating by the Buyer in writing.

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 shall pursue the possibilities of continuous improvement of 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.

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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 sub-contractor 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.

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 and processed components on the basis of the Buyer's order number.
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 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.

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6.2 Data and Document Archiving

The Supplier shall refer to legal as well as customer- and business-specific regulations on archiving of quality requirements documentation and quality records (e.g. test and measuring data).
Documents with reference to special characteristics (s. VDA Volume 1) and PPAP- documents (s. Chap. 9) shall be archived for a period of at least 15 years after the end of series production.
Upon request of the Buyer, the Supplier is to allow inspection of these audit reports by the Buyer.

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.

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 and fault prevention („Core tools“- FMEA, MSA, SPC, PPF/PPAP, APQP), if relevant. The VDA standards VDA 2, VDA 4 and VDA 5 provide a guideline.

A procedure for process FMEA must be defined in writing at the Supplier's premises and must correspond to the VDA or the customer-specific (OEM) FMEA method. If applicable, the risks of alternative production steps must also be assessed in the process FMEA.
The special characteristics determined by the Buyer or the Buyer's customer are defined in the Buyer's technical drawing. These special characteristics must be supplemented by the critical parameters from the supplier's manufacturing process.

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The special characteristics must be taken into account in the drawing, in the Supplier's production control or inspection plan and in the Supplier's P-FMEA.

The archiving periods for the documents belonging to the special characteristics are to be adhered to in accordance with Chapter 6.2.

7.2 Production Control Plan/Inspection Planning/Documentation of Test Results

Unless otherwise requested by the Buyer, the Supplier shall establish a production control plan (PCP) and an inspection plan (test criteria, test frequencies, measuring points) on its own responsibility in order to meet the agreed targets and specifications. These documents are an integral part of the initial sample documentation to the Buyer (see Chap. 9.1). If applicable, a PCP and a test plan for the alternative production routes including alternative control and monitoring methods and work instructions must also be defined in writing.
According to the defined test plan for the respective external service, the supplier must systematically keep evaluable records of the results of process monitoring, quality control and of the measures taken to eliminate defects on the basis of repeated commissioning of the external service. The corresponding documents must be submitted to the Buyer on request.

7.3 Production Sheet/ Job Traveller/ Assembly Instructions

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.
Unless otherwise requested by the Buyer, the Supplier shall, on his own responsibility, determine in writing the assembly instructions for the individual components.

7.4 Test and Measuring Equipment

The Supplier must administrate and continuously monitor any testing and measuring equipment.
This includes the regular calibration and determination of the measuring equipment capability of the test and measuring devices (see VDA 5 guideline).
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 (the responsible test equipment manager of the relevant production plant of the Buyer shall be informed).

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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 and rework rates by means of appropriate measures.

8. Maintenance

In order to minimize the downtimes of machines, equipment and tools, the Supplier must implement suitable methods, objectives and indicators for preventive and predictive maintenance 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. Product and Process Approval Procedure (PPAP)

9.1 General

Prior to the start of series production, the process and product approval procedure (first sampling) must be carried out by the Supplier. The scope of sampling is agreed between the Buyer and the Supplier. Unless otherwise specified, VDA 2 (Edition 2012) submission level 2 including the production control plan shall apply.
The sampling documents must be sent to the Buyer (contact person in QA) and are released there. Only after approval has been granted on the basis of the Buyer's samples, series production is released. In the case of incomplete sampling documents or note 6, the Buyer reserves the right to charge the subsequent costs to the Supplier.

9.2 Process Approval at Suppliers‘

With an internal approval of process the Supplier proves they are capable of producing products of required quality and quantity in a controlled and capable process.
The Buyer, the Buyer´s customer (OEM) or both parties may participate in the approval of the manufacturing process according to customer-specific requirements (see Appendix 1) at the Supplier's production site.

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9.3 Re-Qualification Inspection

The requalification test of the products and processes by the Supplier must be carried out annually or after a longer period of inactivity of the external service for the ordered components within the scope of the initial sampling. If necessary, the re-qualification data must be made available to the Buyer. The annual requalification test must be integrated to the supplier's production control plan or inspection plan (see point 7.2).

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. When machining the components, the Buyer's part marking (if available) must be adopted. The adoption of the marking guarantees the traceability of the components.

Production flow and procedures for handling products are to be defined such that damage and impairment of quality are prevented. In particular, this applies to transport, storage, packaging, conservation and shipping.
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 after consultation with the Buyer or the Buyer's customer (or OEM, if applicable).

When returning the processed components to the Buyer, the packaging units must bear a goods tag with the following contents: Supplier's name, tool number (part number of Buyer), manufacturing condition, Buyer's production order number and quantity. Non-compliant components must be labelled with a blocking sticker and packed separately. The Buyer's transport containers must be kept clean by the Supplier.

11. Serial Production / Complaints

The Supplier is obliged to deploy steering actions appropriate for monitoring of serial production.
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.
Depending on the faults, appropriate fault analyses must be carried out according to recognised methods. The documented failure analyses can be requested by the Buyer.

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With the delivery of the processed components to the Buyer, 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 and the Buyer´s customer (OEM) respectively, 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.

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 as well as the associated delivery documentation.
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 24 hours or within the agreed period. In addition, the Buyer shall inspect the goods delivered by the Supplier in the course of the production process and inform the Supplier of defects detected in writing by means of a Complaint Report (8D report).
Every complaint requires the Supplier's verification of the P-FMEA and PCP/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 Purchaser 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.
If the Supplier receives a special customer status from the Buyer's customer (OEM) or if it loses the QMS certificate (IATF 16949, VDA 6.1 or ISO 9001), the Buyer must be informed immediately.

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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).

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 Supplier is obliged to disclose respective facts and data.

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 (PPAP).

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
- field failures and recall actions respectively, 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 project management of supplier

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- Special status of the supplier assigned by the buyer's customer (e.g. controlled shipping level 1-2-3; C category, etc.)
- Loss of supplier´s QMS certificate (ISO 9001, IATF 16949, VDA 6.1)

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.

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.

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14. Warranty and Liability

This quality assurance agreement (QAA) does not limit the Supplier´s obligations regarding warranty and liability resulting from the supply contract and legal regulations.
The warranty agreements agreed between the Buyer and the end customer (OEM) apply.

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.

Unless otherwise specified in this quality assurance agreement or elsewhere, the Buyer´s general terms and conditions of purchase apply.

The quality assurance agreement (QAA) shall be valid until replaced by a new revision.
The up-to-date issue of the QAA incl. Appendix 1 (CSR) 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. Jürgen Müller
Head of Metal Purchasing OTTO FUCHS Group

Name, Position, Stamp

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Appendix 1: Customer-Specific Requirements (CSR) on the QMS

Basic documents for QAA - external machining, surface treatment and assembly Automotive components (except forged wheels)_informative

OEM/ Tier 1 (Customer of Buyer)	Customer-specific Requirements (CSR)
VW	IATF 16949 CSR's of VW Group Formel Q- Concrete
	Formel Q- Capability
	Formel Q- New Part
AUDI	Quality Specification Audi LAH 893010
Porsche	Quality Management Agreements between Porsche AG and their suppliers
Daimler AMG	Customer specific requirements of DAG MB Special Terms
Robert Bosch	QAA Purchasing – Quality Management
Continental	GQA –General Quality Agreement
ZF/ THK	QD83 Global Supplier Quality Directive

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QAA change history:

Rev.1 (March 2019): references to ISO/TS 16949 in the text removed; Annex 1: Issue status of CSRs removed

Rev.0 (Feb. 2018): First edition.

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