

## **Quality Assurance Agreement for Suppliers**

between

**Lehmann&Voss&Co. KG**, Alsterufer 19, 20354 Hamburg, Germany

– hereinafter referred to as the "**Customer**" –

and

**[Supplier]**

– hereinafter referred to as the "**Supplier**" –

### **Preamble**

This Quality Assurance Agreement (QAA) sets out the technical, organisational and procedural framework between the Customer and the Supplier to ensure a consistently high level of product and process quality.

This QAA establishes minimum requirements for the Supplier's quality management system, as well as for development, production and supply processes and cooperation within the supply chain. It is intended in particular to ensure compliance with statutory, regulatory and customer-specific quality requirements, including the requirements of IATF 16949, as amended from time to time.

The Supplier shall comply with customer-specific requirements where such requirements are communicated in writing by the Customer and expressly agreed as part of the relevant supply relationship.

### **1. Scope and Subject Matter**

This QAA governs all quality-related requirements applicable to any development services and/or products provided and/or supplied by the Supplier to the Customer. Any limitation to specific services or deliveries shall only apply if expressly agreed in writing.

This QAA shall prevail over any conflicting or deviating general terms and conditions of the Supplier insofar as quality-related provisions are concerned.

Any amendments or supplements to this QAA must be made in writing.

### **2. Supplier Quality Management System**

Where the Supplier is capable of certification, it shall establish, maintain and continuously improve a quality management system at least in accordance with DIN EN ISO 9001 or IATF 16949, as amended from time to time.

The Supplier undertakes to pursue a zero-defect objective and to continuously improve its processes, products and services.

Production and inspection equipment provided by the Customer shall be integrated by the Supplier into its quality management system as if such equipment were its own, unless otherwise agreed.

### **3. Sub-supplier Quality Management**

The Supplier shall cascade the requirements set out in this QAA to its sub-suppliers on a risk-based basis, where applicable, and shall demonstrably ensure their implementation.

The Customer may request appropriate evidence and verify the effectiveness of suitable measures for ensuring the quality of purchased parts.

### **4. Audits**

The Customer shall be entitled, upon prior notice, to conduct system, process or product audits at the Supplier's premises in order to verify compliance with this QAA.

Audits may be conducted on a risk-based basis or for cause. Audits performed by accredited certification bodies shall be taken into account.

The Supplier shall grant the necessary access. Legitimate interests relating to the protection of trade and business secrets shall be duly taken into consideration.

The Customer expressly reserves the right to carry out such audits itself or to have them carried out by third parties.

### **5. Documentation and Information Obligations**

The Supplier shall fully document all quality-related requirements and records.

Retention periods shall take into account the requirements of VDA Volume 1 (as amended from time to time) as well as applicable statutory provisions.

The Supplier shall promptly inform the Customer if agreed quality, scheduling or delivery requirements are likely not to be met or if quality deviations or deteriorations become apparent.

Changes to products, processes or organisation shall be fully documented and made traceable.

### **6. Supplier Management and Escalation**

In the event of repeated quality, delivery or system deviations, the Customer shall be entitled to implement appropriate escalation measures, in particular:

- requirement for structured root cause analyses (e.g. 8D reports),
- increased inspection intensity (e.g. 100% inspection),
- extraordinary audits,

- obligation to implement agreed corrective measures and improvement programmes,
- temporary suspension from new projects or new awards.

Such measures shall be applied on a risk-based basis and in coordination with the Supplier.

Existing warranty and liability rights shall remain unaffected.

## **7. Change Management**

The Supplier shall promptly notify the Customer as soon as changes to specifications and/or production locations, facilities or processes become foreseeable. In doing so, the Supplier shall take into account the trigger matrix set out in VDA Volume 2. Such changes must be formally requested in writing from the Customer.

Changes to manufacturing processes, materials, products and/or the supply chain may only be implemented after the Customer has granted its explicit written approval and after sampling of the changes has been carried out in accordance with PPAP or VDA Volume 2.

Products manufactured or supplied without such approval shall be deemed **non-conforming**.

## **8. Series Production, Traceability and Complaints**

The Supplier shall ensure a level of traceability appropriate to the risk and shall limit the extent of defective products to a minimum.

In the event of defects or deviations, the Supplier shall remedy such issues without delay, in particular by replacement delivery as well as sorting or rework. To the extent legally permissible, the Supplier waives the defence of late notification of defects.

## **9. Product Integrity**

The Supplier shall appoint a qualified Product Safety & Conformity Representative (PSCR) in accordance with the requirements of VDA-QMC to ensure compliance with product safety and conformity requirements.

## **10. Liability**

This QAA shall not give rise to any independent warranty or damages claims. It supplements the contractual and statutory rights and obligations of the parties.

## **11. Confidentiality**

The Supplier shall maintain the confidentiality of all trade and business secrets obtained in connection with this QAA. This obligation shall also apply to any subcontractors engaged.

The obligation of confidentiality shall survive termination of the business relationship for a period of five years, unless a longer statutory obligation applies.

## **12. Term and Termination**

This QAA shall remain in force for an indefinite period. It may be terminated by either party by giving three months' written notice to the end of a calendar month.

Termination of this QAA shall not affect the validity of individual contracts already in force until they have been duly performed.

## **13. Governing Law and Jurisdiction**

This QAA shall be governed by the laws of the Federal Republic of Germany.

The exclusive place of jurisdiction shall be Hamburg.

**Place / date:**

**Lehmann&Voss&Co. KG**

**Supplier**

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