

QUALITY AGREEMENT WITH SUPPLIERS

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1. OBJECTIVE

The objective of this Quality Agreement is to control all quality assurance measurements in order to guarantee the quality between the supplier and LEIBER Group GmbH & Co. KG and in turn the quality of deliveries. For this purpose cooperation between partners is absolutely essential.

2. SCOPE

This Agreement applies to all products and services supplied to LEIBER Group GmbH & Co. KG, in so far as they are not explicitly excluded in the purchase contract. The supplier is responsible for including his subcontractors in matters pertaining to the Agreement. This Agreement shall become an integral part of the purchase contract when signed by the contractual partners.

3. REMARK

Should individual claims arising from this Agreement or from order-related documents be inexplicit or should the order forms be incomplete or if their fulfilment is not regarded as feasible, the Supplier shall clarify matters with LEIBER Group GmbH & Co. KG, before products are manufactured, services rendered or supplied for the purpose of eliminating misunderstandings and optimizing the order-related documents of LEIBER Group GmbH & Co. KG.

The relevant contact in all contractual matters concerning LEIBER Group GmbH & Co. KG is the Procurement Division.

The Supplier undertakes not to enter into any quality agreements whatsoever with the end customers of LEIBER Group GmbH & Co. KG, that pertain to deliveries for LEIBER Group GmbH & Co. KG.

4. SUPPLIER QUALITY SYSTEM REQUIREMENTS

The Supplier undertakes to maintain an effective system for assuring the quality of his products. Evidence must be given of full compliance with the international standards DIN EN ISO 9001: valid version and corresponding certification.

Above all, the QM system of the supplier must contain the following elements:

- Planning and development of processes and procedures for manufacturing the products.
- Performance of the agreed tests/inspections and documentation traceable to the test results.
- Immediate introduction of preventive and corrective measures relating to internal and external complaints and evidence of the adopted measures.
- Compliance with legal requirements.

5. TESTS/INSPECTIONS ON THE SUPPLIER'S PREMISES CONDUCTED BY LEIBER GROUP GMBH & CO. KG AND/OR THE END CUSTOMER.

The Supplier permits representatives of LEIBER Group GmbH & Co. KG to inspect its QM system in its plants by prior appointment. The representatives of LEIBER Group GmbH & Co. KG shall be allowed access to the divisions and insight into documents that relate to the products and/or services provided by LEIBER Group GmbH & Co. KG. This applies not only to technical but also to commercial issues.

To the same extent, the Supplier shall grant the end customer as well as the regulatory authorities permission in justified cases to carry out tests/inspections directly on his premises relating to the QM system or products and services. The same applies to tests/inspections and acceptance by the end customer.

A test/inspection or acceptance on the supplier's premises does not absolve the Supplier from his responsibility to deliver flawless quality.

In return, LEIBER Group GmbH & Co. KG undertakes not to disclose confidential information to third party, that LEIBER Group GmbH & Co. KG receives from the Supplier. Exceptions may be contractual regulations with the end customer of LEIBER Group GmbH & Co. KG, in so far as the supplier is included in these contractual regulations.

6. ORDER-RELATED DATA AND DOCUMENTS

The Supplier shall check carefully that the order-related data is complete, correct and comprehensible, both in regard to the documents themselves and the information contained therein. Unclear points shall be eliminated together with LEIBER Group GmbH & Co. KG prior to commencement of production.

Documents relating to acceptance are subject to revision service and shall be updated regularly.

Industry-wide standards (DIN, ISO, ...) shall be procured by the Supplier himself and updated accordingly.

Restrictions or additions to the order confirmations with regard to quality, quantity and deadlines are invalid if they are not confirmed by LEIBER Group GmbH & Co. KG in writing.

Permission to deviate from or make changes to order-related information must be addressed in writing by the Supplier to the Procurement Division of LEIBER Group GmbH & Co. KG.

Order-related data and documents shall be treated confidentially.

7. DELIVERY OF NON-CONFORMING PRODUCTS OR SERVICES

Delivery of products or services that do not conform with the order is not permitted. Exceptional permission, exceptional inspections etc. must be requested in writing prior to delivery.

As long as LEIBER Group GmbH & Co. KG does not change its order-related documents, the granting of the exceptional permission shall be accompanied by the request to the Supplier to introduce corresponding corrective measures in order to prevent repetition of the non-conformity. LEIBER Group GmbH & Co. KG shall be notified of the introduction and effectiveness of corrective measures.

8. INITIAL SAMPLES

Initial samples shall be requested from the Supplier by order. They shall be manufactured at all times under series conditions, i.e. with the tools, systems and test equipment required for series production.

Initial samples and possible re-samples must be provided by the Supplier according to the contractual agreement (see valid version of the VDA script Volume 2 "Quality Assurance of Deliveries" as well as QA-9000 "PPAP").

The contents of the products shall be conveyed in the course of initial sampling employing the IMDS (International Material Data System).

Series production may only take place after approval of the initial samples.

9. OBLIGATION TO INFORM

The Supplier shall inform LEIBER Group GmbH & Co. KG of the following points and clarify whether release of series production is necessary:

- Employment of a different chemical composition (deviation from the specification in material data sheet)
- Employment of new or modified tools (with the exception of wear tools) for series production
- Modified/changed process
- Relocation of site
- Supplier change
- After 12 months or longer interruption in production
- Changes to process parameters
- Change agreed test/inspection methods

Should the manufacturer plan to make a change to his process or to the product, then he must inform LEIBER Group GmbH & Co. KG of same in writing and allow LEIBER Group GmbH & Co. KG to give its prior approval. The approval procedure must be agreed with LEIBER Group GmbH & Co. KG.

The obligation to inform also applies to deviations from the quality of manufactured products (see Point 7).

10. LABELLING OF GOODS AND TRACEABILITY

Deliveries shall be labelled according to the order or specification. Deliveries shall be labelled in such a manner that products can be clearly identified at all times.

Traceability to the production documents must be guaranteed.

11. OBLIGATIONS CONCERNING DOCUMENTATION

Quality records serve as proof that quality requirements were fulfilled and that the quality assurance system functioned effectively.

Inspection documents shall be retained for fifteen years and submitted to the customer on request. The Supplier shall commit pre-suppliers to the same extent within the limits of the legal possibilities. Reference shall be made to the VDA script, Volume 1, "Provision of Evidence".

12. SPECIAL AGREEMENTS WITH THE SUB-CONTRACTORS OF SUPPLIERS

All individual agreements of this QAA are valid not only for the direct suppliers of LEIBER Group GmbH & Co. KG but also for their sub-contractors within the scope of fulfilment of contract with LEIBER Group GmbH & Co. KG. I. e. all agreements of this QAA shall also be contractually defined between the supplier and his sub-contractors.

13. VALID DOCUMENTS

Valid version DIN TS 16949

Valid version DIN EN ISO 9001

Valid version DIN EN 9100

Valid version IRIS

VDA Publication Series, valid version QA 9000

The Company

herewith confirms its acknowledgement of the Quality Agreement as per February 2011 of LEIBER Group GmbH & Co. KG, Emmingen.

Place/Date

Supplier

Place/Date

LEIBER Group GmbH & Co. KG