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Section 1 Aim and scope

This Quality Agreement applies to all deliveries to KAISER Aluminium-Umformtechnik GmbH – referred to as KAISER below – and its associated companies and concerns all products and services unless expressly agreed upon otherwise in the contractual relationship upon which the delivery is based. The Supplier is responsible for ensuring that the Quality Agreement is passed on to his suppliers. The aim of the Agreement is to regulate and ensure a consistently high quality of the deliveries.

Section 2 General provisions

(1) KAISER's main point of contact for all questions relating to the delivery and quality of the delivery is the Purchasing department.

(2) If there are any doubts with regard to the quality requirements for the products and services to be supplied, any ambiguities or incompleteness with regard to the order or the contract, it shall be up to the Supplier to clarify these doubts with KAISER before the products are manufactured, the services are rendered or delivered. This is intended to eliminate misunderstandings and optimize the order documents of KAISER Aluminium-Umformtechnik GmbH.

(3) The quality level of the delivery is determined solely by the Quality Agreement between the Supplier and KAISER. This also applies if the Supplier is in contact with KAISER's end customers and other quality agreements have been made in this context. Such agreements have no effect on the relationship between KAISER and the Supplier.

Section 3 Quality assurance system of the Supplier

The Supplier is obligated to set up and maintain an effective system to ensure the quality of his products. In so doing, he must at least comply with the current international standards of ISO 9001 et seqq. or higher and prove to KAISER that they are fully met and certified.

The Supplier's quality assurance system must include, in particular, the following elements:

a) Planning and development of the processes and procedures for the manufacture of the products;

b) Implementation of the agreed tests and inspections and transparent documentation of the results of these tests and inspections that can be individually traced at all times;

c) Preventive and corrective measures must be taken immediately as soon as internal or external complaints arise. The initiation and implementation of the measures must be documented;

d) All statutory requirements must be complied with.

Section 4 Inspections at the Supplier's premises

In principle, KAISER is entitled to inspect the Supplier's quality management system at the Supplier's premises after prior notification. KAISER or its representative shall be granted access to all technical or commercial areas involved in the manufacture of products or services intended for KAISER.

To the same extent, KAISER's end customer is entitled to carry out inspections at the Supplier's premises.

The possibility of inspection does not release the Supplier from his responsibility for the quality of the products and services he supplies to KAISER.

In return, KAISER shall pledge its agents and end customers to maintain secrecy with respect to any confidential information obtained during the inspection.

Section 5 Contract documents, orders and miscellaneous

Immediately after the order, the Supplier is obliged to check the order carefully for completeness, correctness and comprehensibility. This applies both to the documents themselves and to the specifications contained therein (test instructions, work instructions, quality management manual, drawings, error catalog). Any ambiguities must be clarified in cooperation with KAISER.

All acceptance-related documents are subject to change management and are kept up to date on an ongoing basis.

Customer standards and other industry-wide standards (DIN, ISO, etc.) must be procured by the Supplier himself and must always be kept up to date.

Restrictions or additions in the order confirmation with regard to quality, quantity, deadlines or other things are invalid if they have not been expressly confirmed in writing by KAISER. Deviations from and changes to the order details must be requested in writing from the Purchasing department.

All order details and documents must be treated confidentially at all times.

Section 6 Delivery of non-conforming products

The Supplier is not entitled to deliver products that do not meet the quality requirements for them. Exceptions must be agreed with KAISER. The approval of the delivery of non-conforming products requires the written form.

Unless expressly agreed upon otherwise between the Parties, each exception approval is accompanied by a request to the Supplier to take corrective action in order to meet the quality requirements in the future. The introduction and effectiveness of the measure must be documented in writing to KAISER.

Kaiser expects all suppliers to comply with the rules of the Code of Conduct. Should violations become known, this can/will lead to consequences (depending on the extent).

Section 7 Samples

The Supplier is obliged to supply samples of his products on request. The samples must always be manufactured under series conditions. The initial sampling and possible subsequent sampling and re-qualification must be carried out in accordance with the contractual agreements and the general technical standards (currently VDA Volume 2, Quality Assurance of Deliveries as well as QS-9000 PPAP).

The materials of the product must be transmitted during initial sampling using the IMDS (International Material Data System). A series delivery is only allowed to take place after release of the initial sample.

Section 8 Obligations to provide information

The Supplier shall provide the following information to KAISER without being requested to do so and shall clarify whether a separate series release is required for this purpose:

a) use of a different chemical composition (deviation from the specifications in the material data sheet);

b) use of new or modified tools (except wear tools) for series production;

c) modified/changed process;

d) relocation to another location;

e) change of suppliers;

f) interruption of production for twelve months or longer;

g) changes to the process parameters;

h) modification of agreed test methods;

i) preliminary information in the case of an increased proportion of waste parts (< 20% e.g. crack testing).

The same applies if the Supplier plans to make changes to the production process or the product that had not previously been agreed with KAISER.

The obligations to provide information also apply to deviations from the product quality (cf. Section 6).

Section 9 Traceability

Deliveries must be marked in accordance with the order and the associated specifications. The marking must always be carried out in such a way that the products can be clearly identified at all times and traceability to the production documents is always guaranteed. It must always be ensured that every product can be assigned to every production and production batch.

Section 10 Documentation

The Supplier is obligated to document the entire manufacturing process in accordance with VDA Volume 1: “Verification.” The purpose of the recording is to demonstrate that the quality requirements were always met and that the quality system functioned effectively. All documents must be retained for 15 years and presented to KAISER on request. As far as legally possible, the Supplier must pledge sub-suppliers. The documentation also serves for identification and traceability within the meaning of Section 9.

Section 11 Involvement of third parties

The Supplier must ensure that all sub-contractors, suppliers and sub-suppliers are involved in this Quality Assurance Agreement. The Supplier must ensure that rights and obligations under this Agreement are adopted by his suppliers, sub-contractors, etc.

Section 12 Quality management system of the Supplier and other requirements

The Supplier undertakes to apply permanently a quality management system in accordance with DIN EN ISO 9001 et seqq. This is a minimum requirement; the quality management system must be further developed in the direction of ISO/TS 16949.

Customer requirements (e.g. technical specifications/documentation, drawings, samples, requirement specification) derived from the current VDA/QS9000 series of publications as well as other customer-specific requirements must also be met.

Binding signatures:

KAISER Aluminium-Umformtechnik GmbH	**Supplier:**
Dunningen, date _____	_____ , date _____
(First and last name in block letters)	(First and last name in block letters)
(Signature for KAISER)	(Signature for Supplier)