



Quality Assurance Agreement (QAA)

between

FRÖTEK-Kunststofftechnik GmbH

An der Unteren Söse 24 - 30

37520 Osterode am Harz

in the following called „FRÖTEK“

and the Supplier

in the following called „Supplier “

This quality assurance agreement is the contractual commitment of the technical and organizational general conditions and process between FRÖTEK and Supplier, which are required for reaching the sought quality target.

1. Scope

This agreement governs the quality requirements (together with the “FRÖTEK general Terms and Conditions” in the currently valid version) for all services and / or products adduced and / or delivered during the term.

2. Quality management system of Supplier

The Supplier commits himself to the permanent application of a quality management system according to **IATF 16949:2016** or at least according to **DIN EN ISO 9001:2015**. This must be proven by a certificate from an accredited certification body. The Supplier sends in the form of a self-information the copies of the certificates to FRÖTEK, if they have been updated. The Supplier is committed to the zero-defect target and must continuously optimize its performance in the effect. The Supplier commits to compliance to the **“FRÖTEK Code of Conduct”** and our, energy **and environmental policy”**. The Supplier will oblige its subcontractors to comply with its obligations under this contract and the “FRÖTEK Code of Conduct”.

In addition, FRÖTEK may request documented evidence from the Supplier that he has convinced himself of the effectiveness of the quality management system of his subcontractor and / or has ensured the quality of his purchased parts through other suitable measures.

3. Target

The following quality objective applies to mutual agreement as a sum for the entire range of products:

Classification: A-Supplier > 90%

The quality target is recorded bi-annually at FRÖTEK and communicated to the Supplier. For its part, the Supplier will record and evaluate suitable quality targets to constantly monitor the goals.

Assessment of each delivery as follows:

1. Quantity delivered (Amount)

delivery complete	100%
delivery not complete	75%

2. Delivery reliability (Date)	delivery in time	100%
	delivery too early > 7Tage	75%
	up to 2 days delayed	90%
	up to 5 days delayed	50%
	up to 8 days delayed	25%
	more than 8 days delayed	0%
3. Delivery identity (Ident)	delivery ok	100%
	Identity not recognizable	90%
	delivery papers not complete	95%
4. Delivery quality (QS)	Item meets requirements	100%
	Acceptance with reservations	70%
	Each customer complaint	-10%
	damaged package	90%
	error during production	-5%
	delivery blocked	0%

Incidents associated with additional freight costs for both FRÖTEK and the Supplier are included in a separate list by the department EK for Supplier evaluation. For each incident, the Supplier is deducted 5% of the overall result and the result is reassessed.

3.1 Escalation principle in case of non-performance

Classification B-Supplier: The Supplier must initiate measures to improve the quality target within 14 days. The measures and their implementation must be communicated to FRÖTEK in writing.

Classification C-Supplier: The Supplier must immediately initiate measures to improve the quality objective. The measures and their implementation must be documented in writing to FRÖTEK. If it appears by mutual agreement to be necessary, a team must be formed between the Supplier and FRÖTEK when collecting the measures.

In both cases, if there is no timely response, the management or senior management of the Supplier will be contacted. There will be a Q-conversation in the house FRÖTEK.

4. Audit at the Supplier

FRÖTEK is permitted to enter the premises of the Supplier, also together with the customer of FRÖTEK after prior announcement and within reasonable time, to examine the quality assurance measures of the Supplier, to evaluate and to demand from him a corresponding participation, hereinafter referred to as auditing.

The trade secrets of the Supplier must be considered.

The Supplier must also enable the auditing of his subcontractors by FRÖTEK. The auditing can be carried out as a system, process, or product audit.

5. Inspection

The Supplier carries out inspections in accordance with inspection planning in order to meet the agreed goals and specifications.

In series production, the Supplier must prove the process capability ($cp / cpk > 1.33$) for the agreed characteristics by means of suitable procedures (for example statistical process control or manual control chart technique) over the entire production time. If the process capability is not achieved, the production process must be optimized accordingly, or the quality of the product must be secured by means of suitable test methods (100% testing).

If, in exceptional cases, products that do not comply with the specifications are to be delivered, a special release from FRÖTEK must first be obtained.

The Supplier is obliged to carry out an annual requalification inspection (**according to IATF 16949: 2016 /8.6.2**) of its delivered products. The formation of product families is permitted here. The results of the requalification inspection must be made available to FRÖTEK on request.

A product safety commissioner must be designated. If the Supplier cannot provide a separate product safety commissioner, a member of the management can also be appointed.

6. Transport / logistics / delivery dates

Within the scope of its QM, the Supplier must ensure that the quality of the deliveries is not affected by the transport to FRÖTEK. Likewise, to exclude environmentally damaging influences.

As a result, it will deliver exclusively in such means of transport and packaging as are required by FRÖTEK. The marking on the packaging unit must include:

- **FRÖTEK-Kunststofftechnik GmbH Material no.**
- **Manufacturer**
- **Batch no.**
- **Amount**

The Supplier must completely adhere to its delivery obligations about delivery date and delivery quantity in accordance with the planning information provided by FRÖTEK and must continuously optimize its services accordingly. Special freight costs that exceed the calculated freight costs of the affected articles must be reported to FRÖTEK without delay.

The Supplier ensures the FIFO principle (first in, first out) through suitable warehouse management.

7. Quality records

The obligation to retain records of quality with the Supplier and its subcontractors extends to FRÖTEK for a period of 15 (fifteen) years after delivery of the parts. The quality records and other quality-relevant documents must be made available to FRÖTEK at any time upon request for evidence purposes. These include in particular:

- Inspection certificate **3.1** according to **DIN EN 10204**
- Documentation of all results of the quality pre-planned inspection, performance specifications, specifications, proof of traceability of individual delivery lots in accordance with **IATF 16949: 2016 (8.5.2)**.

8. Complaints management

If FRÖTEK discovers a defect, FRÖTEK will notify the Supplier immediately, at the latest within 5 days after discovery. Later discovered defects are also displayed immediately.

The **8D system** is applicable.

Response times:

- to **D3** within one working day
- to **D4** within five working day
- **D8** after completion of all measures, but at the latest after thirty working days

Systematic problem-solving methods must be used (**Ishikawa, 5 Why**, etc.).

9. Rights in case of complaints

Notes and suggestions from FRÖTEK about improving the quality of products through changes in production and quality assurance will be considered by the Supplier to the extent possible. The proposed measures must be necessary and appropriate and must not trigger any costs for the Supplier, which will burden him to an unreasonable amount, considering the mutual interests.

10. Production Process and Product Release (PPF)

FRÖTEK provides the Supplier with all relevant documents such as drawings, parts lists, etc. The Supplier checks all documents for completeness and consistency. FRÖTEK must be informed about any deficiencies identified. These are to be eliminated by mutual agreement.

The Supplier is obliged to carry out an initial sampling in accordance with **VDA Volume 2 or PPAP (level 3)** before the first delivery of series parts. (First Article Inspection in consultation with FRÖTEK)

For prototypes and pre-series parts, the manufacturing and test conditions must be agreed and documented between FRÖTEK and the Supplier. The aim is to produce the parts under close-to-production conditions.

If no release is available at the time of the first series delivery, the Supplier must issue a deviation approval.

11. Change management

The Supplier immediately informs FRÖTEK of all planned changes to products and processes, both before and after the first series delivery. Further details can be found in the IATF 16949 and the VDA standards.

12 Sustainability

The Supplier shall comply with its delivery obligations in this quality assurance agreement with regard to sustainability. The entire delivery spectrum, including delivery quality, delivery identity and delivery reliability, shall be regularly inspected by us upon receipt of goods and subsequently assessed with a zero-defect strategy.

In case of non-fulfillment of the agreed targets, the Supplier should consider and comply with the points mentioned in the classification B and C.

In addition, Supplier audits should be ensured on a permanent basis after prior notice to an appropriate extent so that the Supplier's quality is continuously ensured.

The quality of the defect-free product must be permanently ensured by suitable test procedures.

In addition, the requirements for transport, logistics and complaints and change management specified in this quality assurance agreement must be continuously and sustainably optimized.

The aim of a sustainable supply chain is to create long-term ecological, social and economic benefits for all Suppliers involved in manufacturing and marketing.

13. Validity

This QAA is valid indefinitely and can be terminated in writing with an announcement period of 6 (six) months to the end of the calendar year. However, it remains valid for all agreed supply contracts until their expiry date.

14. Co-Applicable Documents

General Terms and Conditions of FRÖTEK-Kunststofftechnik GmbH (<https://www.froetek.shop/de/agb.html>). As far as the general terms and conditions FRÖTEK-Kunststofftechnik GmbH and this agreement contradict, this agreement has priority.

2. Code of Conduct

3. Energy and Environmental Policy

15. Final provisions

15.1

Should one or more provisions of this contract be wholly or partially invalid, this shall not affect the validity of the remaining provisions. The ineffective provisions shall be replaced by a provision which is as similar in content as possible and which comes closest to the purpose of the intended regulation.

15.2

Changes or additions to this agreement must be made in writing.

15.3

The law of the Federal Republic of Germany applies exclusively.

15.4

Jurisdiction is the seat of FRÖTEK or at the choice of FRÖTEK another competent court.

FRÖTEK-Kunststofftechnik GmbH

(Head of Purchasing, Date, Signature, Stamp)

(Name in block letters)

Supplier

(Name, Date, Signature, Stamp)

(Name in block letters)