



CP Industrievertretungen GmbH

Marie Jorns Ring 119
30559 Hannover

Telefon: +49.511.45.90.318

Email: jens@cpi-gmbh.de

Web: www.cpi-gmbh.de/english

Quality Assurance Agreement - QAA

Between

CP Industrievertretungen GmbH
Marie-Jorns-Ring 119
30559 Hannover

-hereinafter referred to as CPI

And

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

-hereinafter referred to as Supplier

Should additional companies join CPI, the parties commit today to include these newly added companies in this QAA.

Preamble

The benchmark for the quality of our products and services is the satisfaction of our worldwide customers. This Quality Assurance Agreement (hereinafter referred to as QAA) identifies and regulates all quality assurance measures envisaged between the contracting parties for future deliveries with the aim of ensuring product quality. It describes the minimum requirements for the management system and regulates rights and obligations with regard to the quality of the products to be delivered. In particular, the Quality Assurance Agreement establishes specific requirements for the production process and the product release process.

Geschäftsführer: Jens Bartenschlager
Sitz der Gesellschaft: Hannover. Amtsgericht
Hannover HRB 52815

Geschäftsdaten:
FA H-Nord Steuer-Nr. 25/201/35225.
USt-Id-Nr.: DE 334695700

Bankverbindung:
Sparkasse Hannover
DE 51 2505 0180 0027 00 63 11
BIC: SPKHDE2HXXX



1. Scope

This QAA applies to parts supplied to CPI. The QAA is a supplement to any supply contracts concluded with the supplier or the existing supply agreements with CPI.

2. Quality Assurance / Quality Management

The supplier is required to constantly improve the quality of the products through suitable monitoring and further development of the manufacturing technologies and tools used. If the supplier has successfully certified its quality management system, the supplier shall provide CPI with a copy of the certificate. If the supplier loses its certificate, it must notify CPI promptly.

2.1. Zero-Defect Goal

The supplier is categorically committed to the zero-defect goal, meaning that it must ensure that all its products meet the specified requirements. This also applies to the delivery performance of the supplier. If the zero-defect goal cannot be achieved from the outset, the supplier must agree with CPI on a time frame and intermediate goals within a time and action plan for achieving the zero-defect goal. The agreement on a target does not affect the supplier's liability for warranty and damages claims from CPI due to defects in the performance. The safety of the product is paramount in every measure to be taken.

2.2. Disclosure of Inspection Planning and Documentation

The manufacturing processes must be continuously monitored, assessed, and controlled. If necessary, the supplier shall provide CPI with its inspection planning, the corresponding inspection instructions, and evidence of the capability of the measuring and testing equipment necessary for the inspection process. The inspection instructions must describe the inspection steps that ensure that only faultless products are delivered. Basically, all inspection results must be documented in inspection reports and archived in a traceable manner. Upon request by CPI, the inspection reports for delivered products must be submitted within 3 working days or, as instructed, included with the deliveries. When delivering sample parts, our drawing must be included, along with the supplier's name, delivery date, and an initial sample inspection report. If a complete assembly is ordered, the initial sample inspection report for the assembly must be prepared. The documentation responsibility for all inspection reports lies with the supplier for the entire required period. The obligation to retain documents and records is 2 years after the product is put on the market.

Geschäftsführer: Jens Bartenschlager
Sitz der Gesellschaft: Hannover. Amtsgericht
Hannover HRB 52815

Geschäftsdaten:
FA H-Nord Steuer-Nr. 25/201/35225.
USt-Id-Nr.: DE 334695700

Bankverbindung:
Sparkasse Hannover
DE 51 2505 0180 0027 00 63 11
BIC: SPKHDE2HXXX

2.3. Definition of Quality Standards

The required quality standard is generally determined by the applicable standards, specifications, drawings, and the agreed QAA, and may be supplemented by sample parts (mutual approval), approval samples, photos, or, if appropriate, also in written form. The supplier shall obligate its subcontractors to comply with the obligations assumed by it under this contract and, if necessary, agree to CPI's auditing of its subcontractors. CPI may request documented evidence from the supplier that the supplier has satisfied itself of the effectiveness of the quality management system at its subcontractors and/or ensured the quality of its purchased parts through other suitable measures. Upon request, the supplier must grant CPI access to the documents. All purchased parts and materials used in the production of the subject matter of the contract by the supplier must comply with the applicable regulations, e.g., regarding environmental protection, electromagnetic compatibility, and safety, which apply in the country of manufacture as well as in the EU. To the extent that CPI's products are sold outside the Member States of the European Union and the supplier is aware of this, the supplier warrants that the products comply with the applicable regulations, standards, and regulations of the respective country. For suppliers of welded assemblies and steel components, additional quality standards required are indicated in the annex.

2.4. Loading, Transport, Delivery

- Unpainted components must be transported in closed tarpaulin trailers in inclement weather, especially in the winter months.
- Loading must only be done on suitable transport means, ensuring that damage to the workpieces is prevented during loading and securing.
- Components must not be stacked nested during loading.
- When loading large components, it must be ensured that forklift unloading is possible from the longitudinal sides of the loading area.
- Deliveries without a delivery note will not be accepted in principle.
- The articles listed on the delivery note must correspond in quantity and type to the actually delivered articles.
- Small parts must be delivered sorted and labeled.
- When transporting painted parts, it must be ensured that the paint layer is not damaged. Underlays or protective mats must be used, but care must be taken to ensure that the material used does not adhere to the paint at the contact points.

3. Initial Sample Inspection

CPI requests initial sample parts as needed through orders with the required tests and documentation, coordinated with the supplier. The supplier is responsible for providing these. Before the start of series production, initial samples with complete documentation must be submitted to CPI. Initial samples must be manufactured entirely from the series process with series tools.

Geschäftsführer: Jens Bartenschlager
Sitz der Gesellschaft: Hannover. Amtsgericht
Hannover HRB 52815

Geschäftsdaten:
FA H-Nord Steuer-Nr. 25/201/35225.
USt-Id-Nr.: DE 334695700

Bankverbindung:
Sparkasse Hannover
DE 51 2505 0180 0027 00 63 11
BIC: SPKHDE2HXXX

4. Process and Product Approval

Before starting series production, the supplier must carry out and document the process and product approval. CPI reserves the right to accompany and validate these approval processes within the scope of process and product audits. This procedure also applies to:

- Product changes
- Drawing changes
- Production relocations due to capacity constraints
- Tool changes affecting critical or inspection dimensions.
- Tool replacements affecting critical or inspection dimensions.
- Process changes
- Material changes
- Additional information on changes "Attention new revision". Alternative materials must be clearly marked as such.

5. Procedure for Deviations and Changes before Delivery

Product deviations from the drawings/specifications or changes to manufacturing processes and materials are only permissible after obtaining written special approval from the responsible Engineering department of CPI and must subsequently be communicated to the respective CPI Quality Assurance department. Parts affected in this way must be clearly marked upon delivery. Defective components and/or a series defect of multiple parts must be reported to CPI QA in writing by fax or email immediately upon the supplier becoming aware of this defect or deficiency. It is crucial that the affected parts are clearly identified to quickly narrow down the scope. A schedule for rectification and designation of the contact person must be provided. The inventory cleanup will be conducted in consultation with the supplier, with the use of CPI personnel being invoiced. The supply of defect-free goods to CPI must be ensured immediately and maintained.

6. Goods Receipt Inspection

CPI will only check the delivered products for quantity, identity, visible transport damage, and obvious defects, without conducting individual inspections. Considering that the supplier ensures, through appropriate tests, that only faultless products are delivered, CPI waives further goods receipt inspections. However, the delivered parts may be subjected to more detailed inspection if necessary. Deviation of a part from the drawing and specification entitles CPI to return the entire delivery of this component. The faulty delivery will be returned to the supplier at the supplier's expense. At the discretion and in consultation, reworking may be organized at CPI. CPI reserves the right to offset against any costs incurred by it as a result of a defective delivery.

7. Notification of Defects

CPI must immediately report obvious defects in the delivery. For goods where the defect is only discovered during processing, CPI must report this defect immediately upon discovery. In this respect, the supplier waives the objection of late notification of defects. Any payment made before the discovery of the defect does not constitute acknowledgment that the goods were free of defects and delivered in accordance with regulations.

Geschäftsführer: Jens Bartenschlager
Sitz der Gesellschaft: Hannover. Amtsgericht
Hannover HRB 52815

Geschäftsdaten:
FA H-Nord Steuer-Nr. 25/201/35225.
USt-Id-Nr.: DE 334695700

Bankverbindung:
Sparkasse Hannover
DE 51 2505 0180 0027 00 63 11
BIC: SPKHDE2HXXX

8. Immediate Measures, Remedial Measures, Corrective Measures

In the event of defective deliveries, the supplier is obliged to take immediate measures, in coordination with CPI, within one working day to contain the damage and to exclude errors through replacement deliveries, sorting, or rework. The liability for defects is governed by statutory provisions. In exceptional cases where non-specification-compliant products must be delivered, special approval must be obtained from CPI QA beforehand. Immediately upon becoming aware of the defect or deficiency, it is the immediate responsibility of the supplier to identify the cause of the error and ensure defect-free subsequent deliveries. Measures implemented secure the process so that the error cannot recur. The supplier is obliged to inform CPI QA immediately about the initiated remedial measures. CPI reserves the right to verify and validate this within the scope of a product or process audit.

9. Audit

CPI reserves the right to conduct audits at suppliers to determine whether the supplier can ensure CPI's quality and delivery requirements. The audits can be conducted as system, process, or product audits. During the audit, the supplier shall provide access to documents, records, and production facilities for the products and parts to be delivered to CPI.

10. Series Production, Traceability, Identification

The supplier undertakes to ensure traceability for the assemblies specified by us. This requirement will be noted separately in the order. In the event of a complaint, traceability must ensure that all defective parts/products in the finished product and in the inventories at the supplier and CPI can be identified. The supplier shall provide the data required for traceability, such as customer article number, article description, supplier part number, optionally production, shipping, or expiry date, batch number. In principle, the supplier must use suitable labeling. For steel construction, supplier-specific consecutive numbers must be stamped into the components.

11. Confidentiality

In this regard, we refer to the closed confidentiality agreement or, if no confidentiality agreement exists, to the provisions in our GCP (General Conditions of Purchase for Productive Material).

Geschäftsführer: Jens Bartenschlager
Sitz der Gesellschaft: Hannover. Amtsgericht
Hannover HRB 52815

Geschäftsdaten:
FA H-Nord Steuer-Nr. 25/201/35225.
USt-Id-Nr.: DE 334695700

Bankverbindung:
Sparkasse Hannover
DE 51 2505 0180 0027 00 63 11
BIC: SPKHDE2HXXX

12. Final Provision

If individual provisions of this contract are or become invalid, unenforceable, or the contract is incomplete, this does not affect the content of the contract. In this case, the parties are obliged to replace or supplement the invalid or unenforceable provision or incomplete regulation with one that economically comes closest to the purpose intended by the parties at the time of contract conclusion in a legally permissible manner. Amendments and supplements to the contract must be made in writing. Waiver of the written form can only be made in writing. There are no other collateral agreements or amendment requests from the supplier. The agreement can be terminated with a notice period of six months to the end of the quarter. Notwithstanding other provisions of this agreement, each party is entitled to terminate for cause. Any termination of this agreement must be made in writing. The QAA is valid for the entire duration of the cooperation between the supplier and CPI until all ongoing individual contracts have been completely settled. The place of jurisdiction is Hannover. German law applies, excluding the UN Sales Convention/CISG and German international private law (IPR).

Hannover, on

Date, on

CP Industrievertretungen GmbH

Supplier's legally binding signature

Geschäftsführer: Jens Bartenschlager
Sitz der Gesellschaft: Hannover. Amtsgericht
Hannover HRB 52815

Geschäftsdaten:
FA H-Nord Steuer-Nr. 25/201/35225.
USt-Id-Nr.: DE 334695700

Bankverbindung:
Sparkasse Hannover
DE 51 2505 0180 0027 00 63 11
BIC: SPKHDE2HXXX

Addendum for Suppliers of Welded Assemblies and Steel Components

The following CPI quality standards must be additionally ensured by the suppliers:

- Welded assemblies defined by CPI must be welded exclusively with fixtures.
- Assemblies as well as individual sheets must, according to DIN 55928, be free of scale and generally sandblasted. For deliveries to CPI, the provisions from CPI standard 1005 (painting specification) must be observed.
- Surfaces must not exhibit coarse grinding marks from roughing and cutting wheels.
- Cutting edges on flame or laser-cut parts must be deburred, smooth, and free of scale and oxidation layers.
- Weld preparation, preheating, weld seams, and acceptance must be executed according to standards

EN ISO 5817 C

EN ISO 9692-1

EN ISO 13916

EN ISO 1090/2

unless specific instructions are provided in the drawing.

- Welding process is MAG, welding wire grade G4Si1.
- Execution of all weld seams in horizontal position! Fillet welds must not be made, groove welds only in exceptional cases.
- The welding sequence must be designed so that the finished components do not exhibit welding distortion.
- Components must be cleaned of weld spatters and other contaminants.
- It is prohibited to manufacture the specified material lengths by welding several short pieces together, i.e., the specified lengths must be manufactured from a single piece.
- For materials, especially for sheets, care must be taken to ensure that the surfaces are free of silicone. Furthermore, substances such as fats, oils, and preservatives must be easily removable when washed with a steam jet using the cleaning agent Buefa-Clean HDA.
- Threads and holes must be covered before blasting and painting, and after painting, they must be protected against corrosion before delivery.
- If painted surfaces are delivered, only paint products approved by CPI may be used. The prescribed paint structure of 40-50µm primer and 40-50µm topcoat must be adhered to. Specifically, we refer here to the CPI painting specification.
- The dimensions and machining instructions specified in the drawings and parts lists are binding and must be complied with in every case.
- Any registered inspection and functional dimensions must be rechecked after welding and documented by the supplier in the required inspection protocol.
- Fits must be finished to their final size by reaming or with appropriate machine tools. Laser cutting to the specified size is prohibited. Inserted bushes must be reamed to their final dimension after welding. The dimensions of the fits must be strictly adhered to and documented by the supplier in the required inspection protocol.
- A laser mark at the front and rear end of the bending edge to facilitate setup is not allowed. This creates predetermined breaking points that can damage the machine. This procedure is strictly prohibited.
- Flame-treated areas must be ground or blasted after heating to ensure adhesion of the paint.

Geschäftsführer: Jens Bartenschlager

Sitz der Gesellschaft: Hannover. Amtsgericht
Hannover HRB 52815

Geschäftsdaten:

FA H-Nord Steuer-Nr. 25/201/35225.
USt-Id-Nr.: DE 334695700

Bankverbindung:

Sparkasse Hannover
DE 51 2505 0180 0027 00 63 11
BIC: SPKHDE2HXXX