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wieland france

Wieland France (hereinafter refered to as the purchaser)

Quality Assurance Agreement (QAA)

for services and products of external suppliers (hereinafter refered to as supplier) which the purchaser contracts.

Preamble

As a manufacturer of products (hereinafter referred to as “parts”) the purchaser is obligated to supply safe and reliable parts to its customers. To ensure customer satisfaction, suppliers must also meet the requirements of the purchaser's customers in connection with the parts, as well as legal and regulatory requirements. The purchaser therefore expects its suppliers to meet a zero-defect target, which it aims to facilitate through this quality assurance agreement (hereinafter referred to as “QAA”).

This QAA shall apply in particular when the supplier delivers parts to the purchaser or provides services or work in connection with parts of the purchaser (such deliveries, services or work hereinafter referred to as “order” or “orders”).

The QAA describes the minimum requirements for the supplier’s management system and is an essential component of any order placed by the purchaser. Acceptance of this QAA by the supplier is a prerequisite for any placement of orders with the supplier by the purchaser.

Supplier’s responsibility

The supplier is obligated to comply with the legal and regulatory requirements that apply to its business processes. Continuous improvement of its processes and adherence to delivery schedules and stipulated quantities belong to the supplier’s quality policy.

Without the prior written consent of the purchaser, the supplier is not entitled to have services from orders between the purchaser and the supplier provided by third parties (hereinafter referred to as “external suppliers”). If the purchaser agrees to this, the supplier is obligated to commit the external supplier to comply with all requirements which the purchaser’s customer places on the purchaser in connection with the parts and which derive from this QAA.

If the purchaser's customer stipulates or approves external suppliers or processes, the supplier must use these. The purchaser shall notify the supplier of such external suppliers or processes in good time.

Supplier’s management system

The supplier undertakes to permanently apply an effective quality management system that is commensurate with its structure, company size and industry and that is based on the current revision of DIN EN 9100 and at least certified according to the latest valid edition of DIN EN ISO 9001. The requirements of the certification standard, extended by the requirements of this QAA, must be implemented in the supplier’s quality management system (QMS). The contents of this QAA comprise the requirements of the purchaser, of DIN EN 9100 and the additional requirements of the purchaser’s customers for the supplier’s QMS. (Annex 1)

Employee awareness

The supplier is obligated to further and uphold the awareness of its employees regarding

- product and service conformity,
- product safety, and
- the importance of ethical behaviour.

Qualification of technical & testing personnel

The necessary requirements regarding competence, including any necessary qualifications, shall be made known by the purchaser.

The supplier is obligated to maintain the necessary qualifications of the technical and testing personnel (including NDT personnel) through regular training measures.

Management of subcontractors

The supplier is obligated to draw up a list of the external suppliers qualified by him and to keep it up to date.

The supplier is responsible for ensuring that all requirements of a customer in connection with a part or service and the contents of this QAA are passed on in the supply chain from the purchaser to the external supplier.

The purchaser may demand documented information from the supplier that the supplier ensures the effectiveness of the quality management systems of its external suppliers through regular inspections.

The supplier must agree with the external suppliers that the purchaser, the purchaser's customers and the competent authorities are granted the right to audit any of the supplier's external suppliers to the extent that the purchaser, the purchaser's customers and the competent authorities are entitled to audit the supplier under this QAA.

Purchaser's supplier management

Supplier qualification / Supplier approval

The purchaser keeps an overview of approved suppliers who have qualified in accordance with the purchaser's approval procedure for external services for provided products or delivery of purchased parts.

Supplier audits

The supplier shall allow the purchaser, the purchaser's customers and the competent authorities, by agreement and during the supplier's normal working hours, to carry out audits to verify its QMS and the processes in its production facilities.

To this end, the auditors shall be granted free access to the areas of the supplier that are involved in execution of the order for the purchaser. Reasonable restrictions

imposed by the supplier to safeguard its business secrets are accepted. During these quality audits, the supplier shall make all necessary documents and information from all relevant levels of the supplier's supply chain available and provide the information requested by the purchaser.

Process audits shall be carried out in accordance with VDA 6.3 guidelines, extended by customer-specific requirements if necessary. The results and agreed improvement measures shall be documented by the purchaser.

The supplier is responsible for implementation of the audit measures and for regularly informing the purchaser about the processing status.

Supplier evaluation & classification

The purchaser classifies the supplier (A, B or C) regularly on the basis of defined evaluation criteria:

- quality,
- adherence to delivery schedules and stipulated quantities,
- purchasing (flexibility & speed),
- service.

The purchaser shall inform the supplier once a year in writing about the result of its classification.

The purchase shall evaluate the quality, adherence to delivery schedules and adherence to stipulated quantities of the external service continuously within the framework of receiving inspections.

Document management & confidentiality

The supplier's QMS must contain a procedure for control of quality specification documents and for archiving (see chapter "Data & document archiving") of evaluable quality records. It must be possible to assign the records to the supplier's production orders on the basis of the purchaser's order number or marking on the part itself.

Access to quality records for the purchaser must be guaranteed by the supplier even in the event of a company takeover or insolvency proceedings being initiated.

Order documents

The supplier is responsible for the execution of an order in accordance with the specifications and in accordance with the purchaser's order documents (including order and technical documents).

The supplier is obligated to check that the documents are complete and unambiguous regarding its manufacturing processes and, if necessary, to request further information from the purchaser necessary for correct execution of the order.

The purchaser's requirements of the supplier are defined in particular in the following

documents:

- orders,
- specifications,
- drawings,
- general terms and conditions of business,
- quality assurance agreements,

as well as in other documents named.

If one of the order documents listed in the purchase order or the customer-specific QMS requirements relevant to the order (see Annex 1) are not available to the supplier in a valid version, these must be requested from the purchaser. The revision levels of the documents (including technical drawings, specifications, etc.) listed in the order apply to the purchaser's respective order.

Data & document archiving

The requirements for the archiving periods of the specification documents and the supplier's quality records are to be taken from the legal and customer-specific or industry-specific regulations (e.g. EN 9130 + Annex 1) and implemented.

The order-related test records must be forwarded to the purchaser, where the purchaser reserves the right to archive them for an unlimited period.

Any critical features of the part (key features) must be identified in the supplier's documentation in accordance with the specifications in the purchaser's drawing.

At the request of the purchaser, the supplier must grant it access to the control procedure and archiving of the documents.

Confidentiality

The supplier confirms the confidentiality of any information from the purchaser or the purchaser's customer in writing in the declaration of commitment as prerequisite for the business relationship between the purchaser and the supplier.

Information, documents and other knowledge may only be passed on to third parties with the purchaser's consent.

Quality & inspection planning

Feasibility analysis / Risk analysis / P-FMEA

Within the scope of an initial order from the purchaser, as well as with every change in specification (e.g. new drawing number), the supplier must conduct an analysis of the technical feasibility including evaluation of capacity planning. The result of the feasibility analysis must be communicated to the purchaser in writing as part of the proposal documents.

The supplier must apply suitable preventive methods of advance quality planning (quality plan or equivalent) and error avoidance (process FMEA or equivalent error possibility, influence and criticality analysis).

These also include consideration of preventive measures to prevent use of counterfeit parts that could be delivered to the purchaser.

The supplier must specify the handling of the key features of the parts specified by the purchaser or the purchaser's customer in writing and adhere to it. If relevant, the key features are defined in the purchaser's drawing and may be supplemented by critical parameters from the supplier's manufacturing process.

The archiving periods of the documents associated with the key features must be observed as described in the chapter "Data & document archiving".

Inspection planning / Documentation of inspection results

The supplier must keep systematically evaluable records of the results of process monitoring, quality inspection and the measures taken to eliminate defects in accordance with the defined and approved inspection plan for the respective service. The corresponding documents are to be presented to the purchaser on request.

Production route sheet / Order card

The supplier must draw up a production route sheet with a list of the individual work steps necessary to fulfil the purchaser's order. This production route sheet must accompany the part throughout the production process and each work step or inspection carried out must be marked as carried out by the responsible employee.

Testing & measuring equipment

The supplier must manage and continuously monitor all testing and measuring equipment. This includes regular calibration. If test & measurement equipment is provided to the supplier by the purchaser or the purchaser's customer, it must also be included in the supplier's test equipment management system and returned to the purchaser or the purchaser's customer before the calibration date expires and the supplier must ask for replacement or recalibration.

If requested by the purchaser, the testing and measuring equipment must be inspected for measurement capability to the extent specified.

First article inspection (FAI)

Prior to the start of series production, the supplier must carry out a first article inspection in accordance with EN 9102 or an equivalent procedure, unless other requirements from customer specifications require otherwise.

The FAI documentation includes the following items:

- cover page,

- FAI report,
- further supporting documents according to the purchaser.

The FAI report must be approved by the purchaser and, if applicable, by its customer. It must be ensured that the production facilities, testing and measuring equipment, tools and manufacturing processes are suitable for series production.

The supplier is obligated to provide test samples for development releases, tests/verifications, investigations or audits.

Receiving inspection, marking, traceability, packaging, storage

If the purchaser provides parts for processing by the supplier, during the receiving inspection, the supplier is to check the parts received from the purchaser for quantity and identity, as well as for externally visible transport or packaging damage. The supplier must document execution of the receiving inspection. The marking of the parts to be processed must comply with the purchaser's technical order specifications.

The production flow and the procedure for handling the parts at the supplier's premises must be defined in such a way as to prevent quality impairments, damage and replacement with counterfeit parts. This also applies to transport, storage, packaging, preservation and shipping of the parts.

The storage conditions for the products at the supplier's premises must exclude loss, theft as well as damage and changes in material properties due to environmental influences.

Special packaging and marking specifications of the purchaser must be observed.

Series production

The supplier is obligated to apply suitable control measures for series monitoring. (e.g. statistical methods, instructions, etc.) These measures also include the verification of production processes.
Dimensional records and acceptance test certificates as well as other documents required are to be sent to the purchaser by email in the specified file format.

Complaints

In the event of process disturbances or quality defects occurring at the supplier's premises, the supplier must analyse the causes, introduce measures for improvement and check their effectiveness.

With delivery of the parts to the purchaser or to the purchaser's customer, the supplier confirms compliance with all specifications of the order.

Deviations from the specification that the supplier detects in parts before delivery

must be reported to the purchaser in writing and approval for further action must be obtained.

Deviations from the specification that the supplier only detects after delivery must be reported to the purchaser in writing without delay.

The purchaser inspects the parts received from the supplier for quantity and identity, as well as for external transport or packaging damage. The supplier shall be notified in writing without delay, but no later than two weeks after delivery of the parts to the purchaser, of any deviations that arise.

The immediate action regarding the complaint (3D report) must be reported to the purchaser by the supplier within 2 working days after receipt of the complaint.

For the rest, the purchaser shall inspect the parts delivered by the supplier in the course of the production process, in accordance with the conditions of an ordinary course of business, and shall notify the supplier in writing of any defects found in the form of a complaint report. Each complaint requires the supplier to check the process FMEA and the inspection plan and this must be confirmed in an 8D report.

If, as a result of defective deliveries, there is a risk of production stoppages at the purchaser or at the purchaser's customer, the supplier must immediately take remedial action, or the purchaser may itself, with the supplier's written consent and at the supplier's expense, initiate the necessary measures (e.g. sorting and reworking), also by third parties.

All direct and indirect expenses arising at the purchaser or its customer from complaints and which can be proven to have been caused by the supplier shall be borne by the supplier.

Information duty

All certificates and customer approvals of the supplier must be made available to the purchaser in an up-to-date version on conclusion of this QAA. Changes in the certification and customer approval status must be reported to the purchaser immediately.

The supplier is obligated to inform the purchaser in writing of organisational changes that could have an influence on the supplier's ability to deliver (e.g. sale, company takeover, change of management, change of personnel in key positions including qualified testing personnel).

If it becomes apparent that agreements made (e.g. quality features, deadlines, delivery quantities) cannot be adhered to or if the supplier notices a deterioration in quality, it is obligated to inform the purchaser immediately in writing of this and the closer details and to initiate remedial measures. This duty to inform includes the disclosure of all relevant data and facts.

The supplier must inform the purchaser in writing and in good time of any changes to production processes, test procedures or production locations (relocation of production) that could have an influence on the quality of the supplier's parts. The purchaser shall decide whether the planned change requires sampling.

All changes to the supplier's product and production process must be documented in a product life cycle (change history).

Annex 1: Additional customer-specific requirements for the supplier's QMS

Basic documents for the QAA on external services for parts & services.

Purchaser's customer	Customer-specific requirements	Revision level
No customer-specific requirements defined at present		

Table 1: Version dated: March 2020