QUALITY ASSURANCE AGREEMENT

Sonnen GmbH, hereinafter referred to as CUSTOMER, and [SUPPLIER NAME], hereinafter referred to as SUPPLIER, hereby enter into a Quality Assurance Agreement.

CUSTOMER:

Sonnen GmbH

Am Riedbach 1

87499 Wildpoldsried

Germany

SUPPLIER:

Example Company

Example Street 2

54321 Example City

Country

This Quality Assurance Agreement establishes the principles and procedures for ensuring the quality of products and services delivered by the SUPPLIER to the CUSTOMER.

The parties commit to operate according to the procedures outlined in this agreement to ensure the quality of products and services.

This Quality Assurance Agreement comes into effect once signed by both parties and remains in force until modified or terminated by written agreement between the parties.

The SUPPLIER and the CUSTOMER undertake to collaborate closely during the term of this agreement to ensure that the CUSTOMER's requirements are met, and that the SUPPLIER's products and services adhere to the highest quality standards.

This Quality Assurance Agreement supersedes all prior agreements, arrangements, or understandings between the parties, whether written or oral, regarding the subject matter of this agreement.

1. INTRODUCTION

   This agreement outlines the requirements and responsibilities of the SUPPLIER concerning quality assurance during the manufacturing of parts for the CUSTOMER and applies to all SUPPLIERS who produce, finish or deliver parts for the customer.

2. QUALITY ASSURANCE SYSTEM

   2.1 The SUPPLIER must implement and maintain a quality management system in accordance with ISO 9001 or an equivalent standard.

   2.2 The SUPPLIER must implement a procedure for identifying and controlling product and production process characteristics. Special emphasis is placed on critical characteristics, which are either specified by the CUSTOMER or identified through supplier-side risk assessments.

   2.3 The SUPPLIER must ensure a procedure for identifying, maintaining, and servicing inspection equipment, committing to using only approved and defined inspection tools in series production.

   2.4 The SUPPLIER must establish a procedure for identifying, maintaining, and servicing operational equipment. The focus primarily lies on the utilized manufacturing machinery, safety devices, and handling devices within the production processes used to create the CUSTOMER's products.

   2.5 The SUPPLIER must implement a procedure for traceability of the delivered parts.

   2.6 The SUPPLIER must implement a procedure for serial testing of the delivered parts.

   2.7 The SUPPLIER must implement a procedure that addresses product and production-related errors, systematically addresses them, and ensures sustainable stabilization measures (quality control loop).

   2.8 The SUPPLIER must implement and maintain a procedure for the sustainable qualification of employees engaged in production processes for the CUSTOMER, performing product-related and supportive activities in the service provision.

3. INITIAL PRODUCTION PROCESS AND PRODUCT RELEASE

3.1 Prior to delivering parts to the CUSTOMER, the SUPPLIER must conduct an initial approval process for production process and product release for production parts. This is to demonstrate that the product requirements have been understood, are in compliance with drawings and specifications, and that secure deliveries of the expected quality and quantity can be made from the production process to the planned delivery dates under serial conditions.

3.2 The initial approval process for production process and product releases must adhere to the CUSTOMER's requirements and is explicitly commissioned by the CUSTOMER.

3.3 The SUPPLIER is obligated to adhere to the CUSTOMER's **Production Process and Product Release guideline**, which is provided along with the order for Production Process and Product Release.

The SUPPLIER is responsible for fulfilling all the requirements of this process and for timely submission of all necessary documentation to the CUSTOMER.

The CUSTOMER reserves the right to reject the delivery of products if the SUPPLIER has not fulfilled all the requirements of this process or if the submitted evidence does not meet the requirements.

3.4 The SUPPLIER agrees to allow the CUSTOMER to conduct additional tests or audits as part of the Production Process and Product Release to verify that the documented requirements are accurate, applicable within the manufacturing process, and can be sustained over time.

3.5 The Production Process and Product Release must be approved in writing by the CUSTOMER before series production can commence.

3.6 The SUPPLIER must maintain documentation of the Production Process and Product Release in accordance with the CUSTOMER's requirements.

4. SUPPLIER EVALUATION

4.1 The supplier is regularly evaluated by the CUSTOMER.

4.2 The evaluation includes supply performance, quality of delivered parts, and collaboration with the CUSTOMER.

4.3 The supplier will be informed if the evaluation results do not meet the CUSTOMER's requirements.

4.4 The supplier must take corrective actions to improve their performance.

➔ Refer also to Section 8. CONTINUOUS IMPROVEMENT

5. CHANGES

5.1 The supplier must inform the CUSTOMER about changes in the quality management system.

5.2 The supplier must inform the CUSTOMER about changes in the design or the process, place or means of manufacture or delivery of the Contract Product, including without limitation any changes affecting form, fit or function, reliability, performance, compatibility or maintainability and quality.

5.3 Changes must be approved by the CUSTOMER before the delivery can proceed.

➔ See also Section 3. INITIAL PRODUCTION PROCESS AND PRODUCT RELEASE.

6. COMMUNICATION

6.1 The supplier must maintain open and honest communication with the CUSTOMER.

6.2 The supplier must immediately inform the CUSTOMER about quality and quantity delivery issues.

6.3 The supplier must inform the CUSTOMER about changes that may affect the quality of delivered parts, such as in the form of a design deviation.

7. CORRECTIVE ACTIONS AND VERIFICATION

7.1 The supplier is obligated to promptly take corrective actions when a deviation from the agreed-upon quality requirements is identified.

7.2 According to the CUSTOMER's requirements, when implementing corrective actions to address deviations from the agreed quality requirements, the supplier shall prepare an 8D report and submit it to the CUSTOMER. The 8D report is used to identify the cause of the deviation so that appropriate corrective and preventive actions can

be taken. A preliminary 3D report must be submitted to the CLIENT within 48h. The fully completed 8D report must be sent to the CLIENT within 10 working days.

7.3 The supplier is obligated to monitor the effectiveness of corrective actions and ensure that the deviation does not recur.

7.4 The CUSTOMER reserves the right to verify and evaluate the effectiveness of corrective actions at the Supplier's production sites by means of appropriate audits. This includes:

7.4.1 System, process, and/or product inspections

7.4.2 Capacity analyses to stabilize delivery quality in case of quantity deviations.

Furthermore, the CUSTOMER reserves the right to

7.4.3 Only after successful verification and assessment of the corrective actions, as confirmed in writing by the CUSTOMER, will the supplier be authorized to resume serial delivery.

8. CONTINUOUS IMPROVEMENT

8.1 The SUPPLIER commits to applying and implementing LEAN production methods and techniques to enable continuous, sustainable improvement of production and support processes, uncover efficiency potentials, and realize cost-saving opportunities.

8.2 The CUSTOMER reserves the right to review the implementation of these measures and, if necessary, request appropriate adjustments to ensure optimal collaboration.

9. APPLICABLE LAW

9.1 This contract is subject to the laws and regulations of the country in which the CUSTOMER is headquartered.

9.2 In the event of disputes related to this contract, the parties will attempt to resolve them amicably.

9.3 Should an agreement not be reached; the parties submit to the jurisdiction of the competent court in the country where the CUSTOMER is headquartered.

9.4 This agreement supersedes all prior agreements, understandings, or obligations between the parties.

9.5 This agreement can only be amended or supplemented in writing and requires the consent of both parties.

SIGNATURE:

Agreed to by the duly authorized representatives of the parties hereto on the date set forth herein:

Date:

Name SUPPLIER	sonnen GmbH
Signature: _____	Signature: _____
Name: _____	Name: _____
Function: _____	Function:_____