



## Quality Assurance Agreement

between	and
Evac GmbH, Feldstraße 124, D-22880 Wedel	
hereinafter referred to as the "Principal"	hereinafter referred to as the "Contractor"

### 1. Scope and purpose

The agreement applies to all the products to be delivered by the Contractor to the Principal. It is aimed at ensuring quality such that in agreement with the Contractor, the Principal can reduce the regulations that apply to incoming goods controls. It helps to reduce quality costs.

### 2. Quality assurance measures

The Contractor shall manufacture and monitor all the products that are to be delivered to the Principal in accordance with the documents taken as a basis (e.g. drawings, technical specifications, norms and the quality regulations defined for the product). Furthermore, the Contractor must honour quality assurance measures in accordance with ISO.

### 3. Collaboration

The contracting parties shall maintain open collaboration characterised by partnership, in particular in respect of the active exchange of information.

The Contractor permits the persons commissioned by the Principal in justified cases, and following agreement at short notice, to view the respective manufacturing and testing documents and test records. Furthermore, access shall be granted to the respective manufacturing facilities during customary business hours.

In the event of technical problems with its products, the Contractor shall grant the Principal appropriate support without delay. In the event of suggestions that the Principal's documents are incomplete or lacking, the Contractor shall inform the Principal of the facts and provide support in finding a solution.

### 4. Testing equipment/tests/testing procedures

The Contractor undertakes to adhere to all the manufacturing and testing procedures specified by the Principal for the ordered products, and to draw up test records. This also applies to the product components made available free of charge by the Principal to the Contractor for the provided products.

Unless specified in particular by one of the contracting parties, the Contractor shall define the necessary testing strategy at its own discretion. The Principal shall be granted viewing rights on a problem-related basis.

The used testing equipment must be such that all quality features as per agreement are capable of being tested. The testing equipment is to be monitored accordingly at appropriate intervals.

The Contractor shall carry out tests in a manner and to such an extent that the Principal no longer needs to carry out a feature-related incoming goods test. Upon receipt of the goods the Principal shall check 2% of the delivery quantity. The consignment shall not be accepted in the event that a defect is identified. In such a case, the Contractor shall be informed in writing of the defect, and the further procedure shall be agreed upon within 24 hours.

The Principal shall inform the Contractor without delay of all other defects, as soon as they are identified, in accordance

with proper business processes. The Contractor waives objecting to incoming checks that are not carried out or delayed notification of defects (Section 377, HGB (German Commercial Code) insofar as the complaint is based on quality defects of the supplied products.

The ability to provide notification of defects is limited to 36 months, for series defects 60 months, from delivery. The provisions of Section 7 of the Principal's General Terms and Conditions of Business apply to the delivery and order of products.

In the event of notification of serious defects the Contractor shall, at the Principal's request, compile 5-D reports, in the event or repetition 8-D reports.

### 5. Delivery dates / delivery delay

The provisions of Section 5 of the Principal's General Terms and Conditions of Business apply to the delivery and order of products.

### 6. Samples

If the product is manufactured in particular for the Principal, the production shall be released by way of FAI (first article inspection) in accordance with the Principal's specifications. A record of the Principal shall confirm the production release.

### 7. Variations / changes

The Contractor is to inform the Principal in writing without delay of variations regarding the ordered products (e.g. specifications that are not adhered to, error functions etc.) once such variations are identified. The supply of faulty products is subject to a written release by the Principal (special release). As a general rule, any changes made to the Principal's products, and the appertaining production process, are subject to written approval by the Principal.

### 8. Labelling and traceability

The products to be supplied by the Contractor shall be labelled in the manner agreed upon with the Principal, where technically possible (e.g. identification no. series no. etc.). The Contractor shall guarantee the traceability in respect of production and testing procedures. The Contractor guarantees that it shall comply with statutory, normative and agreed documentation obligations.

### 9. Confidentiality

The regulations of the Secrecy Agreement, which is to be entered into separately, are deemed applicable.

### 10. Supplier assessment

The Principal shall compile assessments for the Contractor. The Principal shall inform the Contractor of the criteria and results. Goals and improvement measures shall be jointly agreed upon. The Principal shall provide the Contractor with appropriate support.

### 11. Validity

The agreement is deemed an element of orders/assignments, and shall come into force once it is signed by both contracting parties. It automatically applies to each individual order/assignment.

Stamp / Date / Signature – Principal

Stamp / Date / Signature – Contractor