

Quality Assurance Agreement (QAA)

for external providers regarding

Machining and Surface Treatment - forged wheels for the automotive industry

- hereinafter referred to as Supplier -

of

OTTO FUCHS KG

Derschlager Straße 26
58540 Meinerzhagen

- hereinafter referred to as Buyer –

Table of Contents

1. Preamble	3
2. Responsibility of the supplier	3
3. Supplier's management system	3
3.1 Quality management	3
3.2 Management of Subcontractors	4
3.3 Sustainability, environmental protection, energy use and occupational safety	4
4. Supplier management of the Buyer	5
4.1 Supplier qualification/ Supplier approval	5
4.2 Supplier audits	5
4.2.2 Quality Management System Audits	6
4.3 Supplier evaluation and Rating	7
4.4 Supplier development	7
5. Risk Management / Contingency Plan	7
6. Document management and data protection	8
6.1 Order documents	8
6.2 Special Characteristics/ Data and Document Archiving	8
6.3 Data protection	9
7. Quality and Inspection Planning	9
7.1 Feasibility/ Risk Analysis / P-FMEA	9
7.2 Production Control Plan/ Inspection Planning/ Documentation of Test Results	10
7.3 Production Data Sheet/ Work card	10
7.4 Inspection and Measuring Equipment	10
7.5 Knowledge Management / CIP	11
8. Maintenance and repair	11
9. Production Process and Product Release Procedure (PPF/ PPAP)	11
9.2 Process Approval at Suppliers'	12
9.3 Requalification / Layout inspection and functional testing	12
10. Incoming goods inspection, labelling, traceability, packaging, storage	12
11. Serial production / Complaints	13
12. Information obligation	14
13. Escalation procedure	15
14. Warranty and Liability	17
15. Supplementary provisions	17
Appendix 1: Customer-specific requirements for the QMS (CSR)	18
Change history:	19

1. Preamble

This Quality Assurance Agreement (QAA) contains the framework conditions between the Buyer and the Supplier which are necessary to achieve the desired zero-defect target. The QAA refers to external services in relation to the machining and surface treatment of the forged wheels provided by the Buyer, which are intended for the customers of the Buyer (or OEM) in the automotive industry.

The QAA describes the minimum requirements for the Supplier's management system and is an important part of the purchasing conditions or the contract between the Buyer and the respective Supplier. The acceptance of this QAA by the Supplier is the prerequisite for the commissioning of the external service by the Buyer.

2. Responsibility of the supplier

The Supplier is obliged to comply with the legal and official requirements concerning his business processes. The continuous improvement of its processes, as well as adherence to the delivery and quantity reliability belong to the quality policy of the Supplier, to achieve the desired zero-defect target.

Only with the written consent of the Buyer the Supplier may subcontract the complete order of the Buyer to third parties. The Supplier shall also oblige any subcontractors required for the Buyer's order to comply with the contents of this Quality Assurance Agreement.

3. Supplier's management system

3.1 Quality management

The Supplier commits himself to permanently apply an effective quality management system which has been set up in accordance with its structure and company size based on the latest revision of IATF 16949/ VDA 6.1 or comparable and is certified at least in accordance with the latest ISO 9001 edition. The requirements of the certification standard, extended by the requirements of this QAA, must be implemented in the quality management system (QMS) of the Supplier.

The contents of this QAA reflects the requirements of the Buyer, the IATF 16949 and the specific additional requirements of the customers of the Buyer (CSR) for the quality management system of the suppliers (see Appendix 1 for information).

The Supplier is obliged to promote the awareness of his employees with regards to product conformity, product safety and ethical behavior. The necessary qualification of the technical and testing personnel shall be maintained by regular training measures. The necessary work instructions and specification documents must be available to the employees at the workplace. The supplier must comply with and implement the requirements of the VDA- guideline Product Integrity. The Supplier shall appoint and qualify a Product Safety and Conformity Representative (PSCR).

The supplier checks the effectiveness of his manufacturing process in an annual self-audit in accordance with the VDA 6.3 (process audit) and VDA 6.5 (product audit) guidelines or according to the respective customer-specific specifications (see Appendix 1). The Buyer reserves the right to demand evidence of the audits carried out.

3.2 Management of Subcontractors

The Supplier is obliged to maintain a documented data base of the subcontractors he has qualified.

The Supplier is responsible for ensuring that all necessary information in the supply chain is passed on from the Buyer to its sub-supplier.

The Buyer may demand from the Supplier documented evidence of the effectiveness test of the quality management system of the sub- contractor.

The Supplier shall be obliged to enable the Buyer to audit the sub- contractor concerned and to contractually agree this with his sub- contractor.

The Supplier shall oblige his sub- contractors to pursue the objectives to achieve the quality of the products agreed with the Buyer.

3.3 Sustainability, environmental protection, energy use and occupational safety

The Supplier is obliged to comply with his national and regional legal regulations with regards to environmental protection, energy use and occupational safety. Workplaces and processes must be designed in such a way as to prevent unacceptable effects on employees and components. The supplier must comply with the "Supplier Code of Conduct of OTTO FUCHS", which can be found in the supplier portal at www.otto-fuchs.com.

The applicable legal and official requirements of the exporting country, the importing country and the country of destination specified by the Buyer for the use of the forged wheels, insofar as they are notified to the Supplier, must be fulfilled.

The Supplier is responsible for the legally compliant handling of all production waste (scrap and chips). The performance of the services for the Buyer must meet the specified quality, environmental and safety criteria; the equipment and machinery required for this must be used for their intended purpose by trained staff safely. The necessary instructions and regulations must be available to the employees at the workplace. The environment management systems (ISO 14001 or EMAS) as well as Management system for safety and health at work (ISO 45001) shall be integrated in the supplier's corporate planning and certified no later than two years after conclusion of the supply contract with the Buyer.

4. Supplier management of the Buyer

4.1 Supplier qualification/ Supplier approval

The Buyer shall maintain an overview of the approved Suppliers who are qualified for the machining and surface treatment of forged wheels for the automotive sector in accordance with the Buyer's approval procedure.

4.2 Supplier audits

The Supplier shall permit the Buyer, the Buyer's customers, and the competent authorities to inspect its quality management system and the processes in its production facilities by means of an audit after consultation during the regular working time of the Supplier.

For this purpose, the auditors shall have free access to the Supplier's areas involved in the execution of the order for the Buyer. The Buyer reserves the right, depending on current travel restrictions (e.g. pandemic situation), to conduct the supplier audits virtually from a distance (remote). Appropriate restrictions by the Supplier to protect its trade secrets will be accepted.

During these quality audits, the Supplier shall provide all necessary documents and information from all relevant levels of the Supplier's supply chain and provide the information requested by the Buyer. The result as well as the agreed improvement measures are documented by the Buyer. The Supplier is responsible for the implementation of the audit measures and regular information on the processing status to the Buyer.

Reasons for an audit at the Supplier can include the following:

- Supplier approval procedure/ Potential analysis
- Supplier development
- New procurement (new part- no. for processing)
- Launch of production (approval of serial production)
- Changes in the manufacturing process
- Changes in the inspection process
- Changes in equipment or production location/ relocation
- Regular supplier monitoring
- Recurrence audit caused by negative audit result (C-rating)
- Ongoing escalation procedure on the part of the Buyer (s. chapter 13)

4.2.1 Process audits

The process audits will be performed by the qualified process auditors of the Buyer in accordance with the VDA 6.3- guideline, in addition to the customer-specific requirements, if applicable.

4.2.2 Quality Management System Audits

The Buyer declares his support in the continuous further development of the QMS of his Supplier based on the IATF 16949 and the customer-specific additional requirements within the framework of the planned system audits. The goal is the achievement of the IATF 16949 certificate by the Supplier. The fulfilment of the MAQMSR requirements (Minimum Automotive Quality System Requirements for Sub-Tier Suppliers) is the first step towards the IATF 16949 certificate. MAQMSR- check list available for download at: www.iatfglobaloversight.org (see OEM Requirements)

The information and specifications required for this are passed on by the Buyer to the Supplier. System audits at the Supplier's premises are carried out by qualified auditors of the Buyer.

4.3 Supplier evaluation and Rating

The rating of the supplier (A, B or C acc. to the VDA 6- guideline) by the Buyer is regularly determined based on defined evaluation criteria: quality, logistics (adherence to delivery dates and quantities), purchasing and sustainability (environmental behavior and legal compliance).

The quality of the external service is continuously evaluated by the Buyer and forms a quality indicator. This key figure can be negatively influenced by the result of the Supplier audit, certification status or by an escalation procedure initiated by the Buyer. The Supplier will be informed regularly about the result of the rating by the Buyer in writing.

4.4 Supplier development

The aim of supplier development is a systematic and long-term improvement of the supplier's performance through effective measures. If the Buyer detects performance inconsistency of the Supplier based on supplier monitoring, he shall initiate improvement measures at the Supplier. The Buyer shall pursue the possibilities of continuous improvement of the Supplier. The supplier audit is a form of supplier development; the exchange of information and experience between the Buyer and the Supplier also serves this purpose.

5. Risk Management / Contingency Plan

The supplier must ensure that all potential incidents (incl. pandemic outbreak) within the supply and process chain that could adversely affect his ability to deliver are identified, evaluated, and controlled by the risk management system on his own responsibility.

Possible events which could lead to an emergency are e.g. machine defect, cyber- attack, staff shortage, loss of subcontractor or power failure.

The appropriate remedial measures should be mapped in an contingency plan. The effectiveness of the contingency plan must be checked annually by the Supplier and must be submitted to the Buyer on request.

The Supplier must be adequately insured for the damage caused by his inability to deliver to the Buyer and his customers, as well as for product liability cases.

6. Document management and data protection

The Supplier's quality management system must contain a procedure for the control of the documented quality specifications as well as for archiving of quality records for the evaluation (see section 6.2). These records must be able to be assigned to the production orders and the machined forged wheels of the Buyer based on the Buyer's order number.

Access to quality records at the Supplier must also be guaranteed for the Buyer in the event of a company takeover or insolvency proceedings being initiated (see General Terms and Conditions of Purchase in the Supplier Portal of the Buyer - www.otto-fuchs.com).

6.1 Order documents

The Supplier is responsible for the execution of the order in accordance with the specifications with regards to the order documents of the Buyer (including purchase order and technical documents). The Supplier is obliged to check the completeness and consistency of the documents about his production process and, if necessary, to request further information from the Buyer necessary for the correct execution of the order. The Buyer's requirements for the processing of the forged wheels provided shall be specified in his purchase order, in the drawing and, if applicable, in the data records (3D) provided.

The supplier is obliged to control the current valid revision of the applicable customer-specific additional requirements to IATF 16949 (CSR) in his document management system.

If one of the specified documents listed in the purchase order or in the drawing resp. the specific QMS requirements relevant to the order (CSR - see Appendix 1) are not available at the Supplier, these must be requested from the Buyer. The revision status of the documents listed in the order (including technical drawing, specifications) shall apply to the respective order of the Buyer.

6.2 Special Characteristics/ Data and Document Archiving

Special characteristics require special attention, as deviations in these characteristics may influence the product safety, service life, assembly capability, function, or quality of subsequent production steps as well as compliance with statutory regulations.

The special characteristics specified by the Buyer or the Buyer's customer are defined in the technical drawing of the buyer. These special characteristics shall be supplemented by the critical parameters from the supplier's manufacturing process.

If the buyer does not specify any special characteristic, the supplier must independently select product and process characteristics that are useful for product quality and product assurance. These characteristics result from the supplier's risk analyses, e.g. FMEA.

The special features must be identified by the supplier in all product and process documents (e.g. drawing, production control and inspection plan, P-FMEA) and must be taken into account and monitored in all relevant planning and production steps of the supplier.

The specifications regarding archiving of quality requirement documents and quality records (e.g. test and measurement data) can be found in the statutory, customer-specific and industry-specific regulations. Documents relating to special characteristics and to the PPF/ PPAP documents (see chapter 9) must be archived for at least 15 years after the end of serial production (see VDA Guideline "Product development- Process description special characteristics BM").

At the request of the Buyer, the Supplier shall grant the Buyer access to this documentation. Longer retention periods (up to 30 years) are recommended against the background of the limitation periods for product liability claims.

The handling of digital product data (DPD), including data archiving, must be specified and implemented in writing in accordance with the Buyer's work instructions.

6.3 Data protection

The Supplier confirms in writing the secrecy of the information provided by the Buyer or the Buyer's customer in the Non-disclosure agreement as a prerequisite for the business relationship between the Buyer and the Supplier. Information, documents and other findings may only be passed on to third parties with the consent of the Buyer.

7. Quality and Inspection Planning

7.1 Feasibility/ Risk Analysis / P-FMEA

Within the scope of the quotation or the first order of the Buyer regarding the processing of a new wheel die number and each specification change (e.g. new drawing index), an analysis of the technical feasibility including the evaluation of the capacity planning must be carried out by the Supplier. The result of the feasibility analysis shall be communicated to the Buyer in writing as part of the quotation documents.

The Supplier shall apply appropriate preventive methods of quality assurance and error prevention ("core tools" - FMEA, MSA, SPC, PPF/PPAP, APQP) where applicable. The VDA Standards - VDA 2, VDA 4 and VDA 5 - provide orientation.

A procedure for the process FMEA must be defined in writing at the supplier and correspond to the AIAG & VDA FMEA- manual or the customer-specific (OEM) FMEA method. If

applicable, the risks of the alternative manufacturing steps must also be evaluated in the process FMEA.

The machine and process capability for special characteristics and, if applicable, for further agreed inspection characteristics and, if necessary, suitable safeguarding measures are to be proven by the supplier based on VDA 4 or the AIAG SPC- manual. If the process capability cannot be complied with, the supplier is obliged to inform the buyer without delay and to carry out 100%- inspection to prevent the delivery of the defective parts.

7.2 Production Control Plan/ Inspection Planning/ Documentation of Test Results

Unless otherwise requested by the Buyer, the Supplier shall define a production control plan (PCP) and a test plan (test criteria, test frequencies and measuring points) on its own responsibility to meet the agreed targets and specifications. These documents are part of the PPF or initial sampling documents (PPAP) to the Buyer (see chapter 9.1).

If applicable, a PCP and resp. an inspection plan for the alternative production routes, including the alternative control and monitoring methods and work instructions, must also be defined in writing. In accordance with the specified test plan for the respective service for the Buyer, the Supplier shall keep systematic records of the results of the process monitoring, the quality inspection and the measures taken to eliminate defects based on the repeated commissioning of the service for the Buyer. The corresponding documents shall be submitted to the Buyer upon request.

The required quality verification documents (e.g. dimensional report, certificate of conformity) to be sent to the Buyer with the machined components, is defined in the purchase order of the Buyer.

7.3 Production Data Sheet/ Work card

The Supplier must specify a production accompanying sheet (job card/ traveller) with a list of the individual work steps that are necessary for the fulfillment of the Buyer's order. This production data sheet shall run through production with the part to be machined and every work step or inspection carried out must be countersigned on the production record sheet by the responsible employee.

7.4 Inspection and Measuring Equipment

The Supplier must administrate and continuously monitor all testing and measuring equipment.

This includes regular calibration and determination of the measuring equipment capability of the testing and measuring equipment (see VDA 5 or MSA- guideline).

When calibrating the test and measuring equipment, the metrological traceability to the standards used must be documented and retained.

The externally commissioned calibration providers must show a corresponding scope of application to the ISO/IEC 17025 certificate (or comparable).

If test and measuring equipment is made available to the supplier by the Buyer, it must also be included in the Supplier's test equipment management and returned to the Buyer before the expiry of the valid calibration status.

7.5 Knowledge Management / CIP

The Supplier defines continuous improvement process (CIP) as a holistic approach to his quality management system. The experience gained from previous projects and the analysis of deviations should be used to build up knowledge management (e.g. lessons learned). Within the scope of continuous quality improvement, the supplier must monitor and analyze customer complaints, internal failures, as well as scrap rates and rework percentages, and reduce them through appropriate measures.

8. Maintenance and repair

To minimize downtimes of machines, equipment and tools, the Supplier must implement suitable methods, targets, and indicators for preventive and predictive maintenance as well as tool management. The tool and machine maintenance performed as well as malfunctions and down-times shall be documented. The causes of unplanned system malfunctions are to be determined and remedied by implementing the improvement measures.

9. Production Process and Product Release Procedure (PPF/ PPAP)

9.1 General

Prior to the start of series production, the process and product release procedure (PPF incl. the initial sampling PPAP) must be carried out by the Supplier. The scope of sampling shall be agreed between the Buyer and the Supplier. The scope of the PPF/ PPAP documents shall be taken from the buyer's order documents or agreed with the Buyer (see VDA Volume 2).

The PPF/ PPAP- documents are to be sent in electronically to the Buyer (contact person in QA) and will be approved there. Series production at the supplier is only released after approval has been granted in writing by the Buyer. The initial sample parts (quantity as agreed with the Buyer) and reference samples are to be stored by the supplier undamaged and protected from environmental influences.

A new PPF procedure is to be carried out in accordance with VDA 2 (see trigger matrix) and after consultation with the Buyer. In the case of incomplete PPAP documents or if the PPF-result is not suitable for series production (status "red" by OEM), the Buyer reserves the right to charge the subsequent costs to the Supplier.

9.2 Process Approval at Suppliers'

During the internal process approval, the Supplier provides evidence that under series conditions he has produced parts in the required quality and in the specified quantity in a controlled and capable process. The process approval in accordance with the customer-specific requirements (see Appendix 1) can be carried out by the Buyer himself, by the customer of the Buyer (OEM) or with the participation of both parties at the Supplier's production site.

9.3 Requalification / Layout inspection and functional testing

The requalification test of the products and processes by the supplier must be carried out within the scope of the initial sampling annually or after a longer production downtime in accordance with the respective customer-specific additional requirements to IATF 16949 for the ordered components. If required, the requalification data must be made available to the Buyer within two working days. The annual requalification test must be specified in the production control plan or in the inspection plan of the Supplier (see Chap. 7.2).

10. Incoming goods inspection, labelling, traceability, packaging, storage

During the incoming goods inspection, the Supplier shall inspect the components received from the Buyer for compliance with the quantity and identity as well as for externally recognizable transport and packaging damage. The execution of the goods receipt inspection must be documented by the Supplier. The marking of the components to be processed must correspond to the technical order specifications of the Buyer.

When machining the forged wheels of the Buyer, the parts identification of the Buyer (rolling and pressing date or machining date) must be taken over and during surface treatment (polishing, anodizing, etc.) the machining date of the forged wheel must be taken over.

The adoption of the marking ensures the traceability of the forged wheels.

The production flow and the procedure for handling the wheels must be defined in such a way as to avoid deterioration of quality and damage. This also applies to transport, storage, packaging, preservation, and dispatch.

The storage conditions of the products at the Supplier must exclude loss, theft, as well as damage and changes of the product characteristics by environmental influences.

Suppliers who send the machined parts directly to the customer of the Buyer (where applicable; OEM) must, after consultation with the Buyer, comply with the special packaging regulations of the end customer.

When returning the machined forged wheels to the Buyer, the packaging units must bear a goods tag with the following contents: name of the supplier, material number (=wheel number of the Buyer), production condition, production order number of the Buyer and the number of units. Non-conforming (n.o.k.) wheels must be marked with a locking sticker on the wheel and packed separately. The transport containers/frames of the Buyer must be kept clean by the Supplier.

11. Serial production / Complaints

The Supplier shall be obliged to apply appropriate control measures for series monitoring. When process disturbances and quality defects occur at the Supplier, the causes must be analyzed, improvement measures initiated, and their effectiveness verified by the Supplier. Depending on the deviation, appropriate failure root cause analysis is to be applied according to recognized methods (e.g. 5-Why, Ishikawa). The documented failure root cause analysis can be requested by the Buyer.

With the delivery of the machined wheels to the Buyer, the Supplier confirms compliance with all specifications for the ordered external service.

If, in exceptional cases, products not conforming to specifications are to have been manufactured for the Buyer, the supplier must apply for a design deviation and obtain a special release from the Buyer before the wheels are delivered (see Download - Request for Deviation - from the Buyer's Supplier Portal). Deviations which the Supplier has only recognized after shipment must be notified to the Buyer in writing without delay.

The Buyer shall inspect the wheels received from the Supplier upon receipt of the goods for compliance with the quantity and identity, externally recognizable transport and packaging damage and the associated delivery documentation. Any deviations occurring during the incoming inspection will be

notified to the supplier immediately in writing in the form of a complaint report.

Furthermore, the Buyer shall inspect the goods delivered by the Supplier during its manufacturing process and, after their detection, notify the Supplier in writing of any defects that may arise in the process in the form of a complaint report (8D-report).

The Supplier shall notify the Buyer of the immediate action to be taken in the event of a complaint (see 8D Report) within one working day of becoming knowledge of the defect.

The documented root cause analysis, corrective and preventive actions shall be communicated to the Buyer in writing within 10 working days or as otherwise agreed by both parties.

In the event of any complaint, the Supplier must check the P-FMEA and the PCP/inspection plan and confirm this in the fully completed 8D- report.

If, because of faulty deliveries, production stoppages are imminent at the Buyer's or the Buyer's customer's premises because of defective deliveries, the Supplier must immediately remedy the situation, or the Buyer may take the necessary measures (e.g. sorting and reworking) at the Supplier's expense and with the Supplier's written consent.

All direct and indirect expenses incurred because of complaints to the Buyer or his customer and demonstrably attributable to the Supplier shall be borne by the Supplier as agreed in advance.

For each complaint accepted by the Supplier, the Buyer will be charged a handling fee of € 250.00.

This is a minimum processing fee which serves to cover the administrative expenses of the Buyer in connection with the complaint. The Buyer also reserves the right to invoice the Supplier for the actual expenses incurred in the processing of the complaint due to the fault of the Supplier and which exceed the minimum processing fee.

12. Information obligation

The supplier is obliged to inform the Buyer about organizational changes that affect his ability to deliver (e.g. sale, company takeover, change of management, change of personnel in key positions).

All certificates and customer approvals of the Supplier must be made available to the Buyer in the latest version. The Buyer must be notified immediately of any changes in the approval or certification status.

If the Supplier receives a special customer status from the Buyer's customer (OEM) or if he loses the QMS certificate (IATF 16949, VDA 6.1 or ISO 9001), the Buyer must be informed immediately.

If it becomes noticeable that agreements made (e.g. about quality features, deadlines, delivery quantities) cannot be met, or if the Supplier detects a deterioration in quality, he shall be obliged to inform the Buyer immediately in writing of this and of the detailed circumstances and to initiate remedial measures. It is obliged to disclose the relevant data and facts.

Planned changes to production processes and inspection procedures with an impact on product quality or the relocation of production sites must be notified to the Buyer in writing timely (see trigger matrix for PPF-relevant occasions according to VDA 2).

The Buyer shall decide whether the planned change is a reason for a new PPF/ PPAP- process (s. Chap.9).

Any changes to the product and production process must be documented by the Supplier in a product life cycle (change history).

13. Escalation procedure

In the event of serious deviations from the quality requirements, the Buyer reserves the right to initiate an escalation procedure with the Supplier.

Possible triggers for initiating an escalation process, e.g.:

- repeated faulty delivery despite completed problem solving (8D)
- repeated production interruptions at the Buyer's site due to faulty deliveries
- repeated/critical complaint by the Buyer's customers, caused by errors of the Supplier
- field failures or recall action by customers of the Buyer, caused by faults of the Supplier
- insufficient complaint management of Supplier

- impending stoppages of Buyer's production and their customers' production respectively, caused by faults of Supplier

- critical measure resulted out of the Supplier audit not implemented
- insufficient project management of the Supplier
- special customer status of the Supplier at the Buyer's customer (e.g. Controlled Shipping Level 1-2-3; C- classification etc.)
- loss of the Supplier's QMS certificate (ISO 9001, IATF 16949, VDA 6.1)

The Buyer has implemented a three-stage escalation procedure. Through a structured escalation procedure with the Supplier, a smooth run of production as well as project shall be ensured; arising problems shall be solved sustainably.

Escalation Level 1:

In the first escalation stage (problem solution by Supplier not successful), the Supplier is invited to an interview with the Buyer, during which the problem is discussed, and remedial measures are scheduled.

Escalation Level 2:

Stage 2 of the escalation (external help necessary to solve the problem with suppliers) follows stage 1 if the result of Level 1 is unsatisfactory. In the escalation stage 2, the failure root cause analysis needs to be carried out, which takes place on site at the Supplier or at the Buyer's premises. This problem analysis can be carried out as a Supplier audit by the Buyer. The agreed action plan is to be approved by the Supplier within the specified timeframe.

Escalation Level 3:

An unsatisfactory result of the escalation level 2 leads to the introduction of level 3 (supplier is not suitable) or even to a Supplier block. The Buyer's customer is included in the escalation level 3 if it is a Supplier specified by the customer of the Buyer or if there is a risk for the Buyer's customer.

De-escalation:

If the result of the effectiveness check at the respective escalation level is positive, a message is sent to the Supplier informing him that the escalation (de-escalation) has been lifted. The de-escalation process is carried out in stages.

14. Warranty and Liability

This Quality Assurance Agreement shall not limit the Supplier's warranty and liability obligations under the Supply Contract and the statutory provisions.

15. Supplementary provisions

This Quality Assurance Agreement shall remain valid until it is replaced by a new revision confirmed in writing by the Supplier.

The current version of the QAA for the Machining and Surface Treatment of Automotive Forged Wheels can be found on the Buyer's supplier portal at www.otto-fuchs.com for the Supplier's information.

If within one month after receiving the QAA no feedback by the Supplier is provided to the Buyer regarding the confirmation of the QAA contents, the Buyer shall consider this version of the QAA as accepted by the Supplier.

Meinerzhagen, the _____

Place, Date

OTTO FUCHS KG

- Buyer -

- Supplier -

Name, position, stamp

Name, position, stamp

Appendix 1: Customer-specific requirements for the QMS (CSR)

Basic documents for QAA - Machining and surface treatment - forged wheels automotive (informative):

Current revision of the CSR (OEM, members of the IATF) - see www.iatfglobaloversight.org

Automobile manufacturer (Customer of the Buyer)	Customer Specific Requirements (CSR)
VW	IATF 16949 CSR's of VW Group Formula Q-Concrete
	Formula Q-Capability
	Formula Q-Capability Plant
	Formula Q- New parts
Bentley	TSD 4238
AUDI	Q- Specification Audi LAH 893010
Porsche	Quality management agreement btw. Porsche AG and its Suppliers (QMV)
Mercedes Benz AMG	Customer specific requirements of Mercedes Benz AG MB Special Terms
BMW (Rolls Royce)	BMW GROUP Customer Specific Re- quirements in addition to IATF 16949:2016 GS 90018-1, GS 90018-2 Requalification of Product and Process with Suppliers

Change history:

Rev.3 (June 2023): Cl.2: Formulation of the complete order placement clarified; Cl.3.1: PSCR updated; Cl. 3.2: commitment of sub-suppliers added; Cl.3.3: ISO 14001/ EMAS and ISO 45001 certification added; Cl. 4.2: Remote audits added; Cl. 4.4: The aim of supplier development added; Cl. 5- Pandemic outbreak and cyber-attack added; Cl. 6.1: CSR -document control added; Cl. 6.2- Notes on special characteristics added; and removed from Ch. 7.1; VDA 1 replaced by VDA Guideline Product creation: process description Special characteristics; longer retention periods added; Cl. 6.3: Declaration of commitment replaced by non-disclosure agreement; Cl. 7.1 - Machine and process capability and AIAG & VDA FMEA- guideline added; Cl. 7.2: Quality verification documents added as part of the delivery documentation; Cl. 7.4: Metrological traceability added; Cl. 8: Root Cause analysis for unplanned malfunctions added; Cl. 9.1: Terms for the PPF procedure adapted to the VDA 2 volume (status 2020); reference sample parts added; Cl. 9.3: Requirements for requalification test specified; Cl. 11: Time limits for processing the 8D report added; Cl. 12: Information on planned PPF-relevant change to be reported to buyer in good time in advance; Cl.15: Wording clarified; the validity and acceptance of QAA defined; Annex 1: updated

Rev.2 (March 2022): was not translated in English.

Rev.1 (March 2019): references to ISO/TS 16949 in the text removed; Appendix 1: issue status of CSRs removed.

Rev.0 (November 2017): first edition based on IATF 16949:2016