

General Quality Assurance Agreement for Suppliers (GQAAS)

General Quality Assurance Agreement

by and between

Carl Stahl TECHNOCABLES GmbH
Postweg 41
73079 Süßen - Germany

(hereinafter referred to as 'Carl Stahl TECHNOCABLES')

and

Company:
Adress:
Contact Person:

(hereinafter referred to as the 'Supplier')

in relation to the implementation of a joint quality management system with the aim of ensuring product quality and the reliable conductance of business transactions between the contracting parties.

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General Quality Assurance Agreement for Suppliers (GQAAS)

1. Preamble

This GQAAS covers all the key aspects that are required to achieve a joint quality objective. It describes the requirements relating to our supplier's management system and regulates rights and obligations in relation to quality assurance for the products to be supplied. The supplier uses this GQAAS to create the technical and organisational requirements to manufacture and supply products of perfect quality. A zero-defect strategy and the continuous improvement of services are the supplier's declared goals.

2. Scope and Object of the Agreement

Unless otherwise agreed, this Agreement shall apply alongside all other agreements concluded between Carl Stahl TECHNOCABLES and suppliers, as well as Carl Stahl TECHNOCABLES's General Terms and Conditions. To give consideration to specific requirements, individual changes can be agreed upon in the appendices to this GQAAS.

3. Supplier's quality management system

A quality management system in accordance with DIN EN ISO 9001 can only be accepted as a minimum requirement and as a step for further developing the system. In all events, Carl Stahl TECHNOCABLES and its suppliers must fulfil the project-specific requirements of their mutual customers. As Carl Stahl TECHNOCABLES must rely on its partners, the supplier shall commit to the zero-defect goal and must align all its business activities with this.

3.1. Subcontractors' quality management system

The supplier shall subject its subcontractors to compliance with all the obligations it accepts on the basis of this GQAAS. If the supplier is unable to transfer these obligations to the subcontractor, it must notify Carl Stahl TECHNOCABLES so that a consensual solution can be jointly found. Carl Stahl TECHNOCABLES can request documented evidence from the supplier that the supplier is satisfied with the effectiveness of the quality management system used by its subcontractors and/or has ensured the quality of the purchased parts through other suitable measures.

3.2. Company – Supplier – Subcontractor Communications

If it becomes evident that agreements made (e.g. in relation to quality characteristics, deadlines or delivery quantities) cannot be met, the supplier is obliged to immediately notify Carl Stahl TECHNOCABLES of the details of the situation. In the interest of quickly finding a solution, the supplier undertakes to disclose all the required data and facts. If the supplier notices an increase in deviations between the actual product properties and the target properties (reductions in quality), it shall immediately notify Carl Stahl TECHNOCABLES of this situation and the planned corrective measures. The following information must be provided at a suitably early stage and must be explicitly approved by Carl Stahl TECHNOCABLES:

- Change of production site
- Change of production procedure
- Changes to the design, specifications or material
- Change of subcontractors, products or services
- Change of any agreed test procedures or test scopes

4. Documents and Documentation Requirements

This GQAAS and the information contained herein, together with drawings, CAD data records etc. to which reference is made or that are issued with this document, must be treated as confidential and are the property of Carl Stahl TECHNOCABLES.

It may neither be copied in whole or in part nor otherwise passed on without the prior written approval of Carl Stahl TECHNOCABLES. The non-disclosure agreement entered into with Carl Stahl TECHNOCABLES must also be observed.

The Supplier undertakes to archive all documents pertaining to the product for a period of at least 10 years with effect from the final delivery to Carl Stahl TECHNOCABLES.

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4.1. Quality Documents

The Supplier must at all times be able to demonstrate that the quality of the products/services that it supplies meets the specifications/requirements stipulated by Carl Stahl TECHNOCABLES. Quality records include but are not restricted to the following documents:

- Requests, planning and records of **employee training**
- Records of the implementation of **corrective measures**
- **Approval documents** for the product and the process (in-house production and purchased parts)
- **Material certificates**
- **Test results** of all kinds
- **Test protocols**
- Records of **testing equipment monitoring and calibration**
- Internal and external **customer complaints**

5. Audit

Carl Stahl TECHNOCABLES is entitled to conduct an audit of the Supplier to determine whether the quality assurance measures meet the customer requirements. The audit can be conducted as a system, process or product audit. At Carl Stahl TECHNOCABLES's request, the Supplier shall facilitate desired audit dates even at short notice. In this regard, Carl Stahl TECHNOCABLES shall accept reasonable restrictions imposed by the Supplier to safeguard its knowledge and shall ensure confidentiality. If deviations are found, the Supplier undertakes to create an action plan with specific deadlines in agreement with Carl Stahl TECHNOCABLES, to implement the agreed measures by the stipulated deadlines and to inform Carl Stahl TECHNOCABLES of such implementation.

6. Quality Assurance Measures and Test Records

The Supplier undertakes to plan, organise and realise its production processes and quality assurance measures in such a manner that ensures reliable process management and consistent quality monitoring in all production stages so that product-related quality requirements can be fulfilled at all times.

The Supplier ensures that written test records exist for the necessary tests. The on-time conductance of tests must be ensured through the establishment of suitable test cycles.

7. Testing and Measuring Equipment Used

The Supplier shall furthermore use suitable measures to ensure that the testing and measuring equipment used is always in a suitable condition for the testing tasks. If Carl Stahl TECHNOCABLES has specified or provided specific testing equipment, this must then be used. Testing equipment provided by Carl Stahl TECHNOCABLES must be subjected to routine monitoring by the Supplier.

8. Personnel

The Supplier guarantees that only suitably qualified personnel are involved in the manufacturing of the products.

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9. Development, Initial Sample and Modifications

If the contract entered into with the Supplier includes development tasks, the requirements are specified in writing by the Contracting Parties. This shall include but not be limited to the provision of all necessary documents. Within the scope of the contract review, the Supplier shall check the feasibility of all the technical documents such as specifications, drawings, parts lists or CAD data to be provided by Carl Stahl TECHNOCABLES upon their receipt. The Supplier shall immediately notify Carl Stahl TECHNOCABLES of any deficiencies or risks found, as well as any areas for potential improvement.

For prototypes and pre-series parts, the Supplier and Carl Stahl TECHNOCABLES shall jointly agree upon the manufacturing and testing conditions and the Supplier shall document these. The aim is to manufacture prototypes and pre-series parts under conditions that resemble live production.

Before commencing mass production under production conditions, the Supplier shall always present Carl Stahl TECHNOCABLES with the initial sample of the product and the initial sample test report in line with the agreed deadline. Mass production may only commence once Carl Stahl TECHNOCABLES has approved the initial sample test report.

The Supplier is not permitted to make changes to the production procedure, production sites or materials without the prior written approval of Carl Stahl TECHNOCABLES, which may only be granted following a new release procedure.

10. Mass Production, Packaging, Product Labelling and Traceability

In the event of process failures and quality deviations, the Supplier shall analyse the causes and instigate improvement measures as well as review their effectiveness.

If, in exceptional cases, the Supplier is unable to deliver products that comply with the specifications, special written approval must be obtained from Carl Stahl TECHNOCABLES before delivery.

The Supplier shall, to the extent possible, independently consider any instructions and suggestions from Carl Stahl TECHNOCABLES with respect to enhancing product quality through changes to the production and quality assurance processes.

The Supplier undertakes to label products, parts and packaging in accordance with the agreements entered into with Carl Stahl TECHNOCABLES. The Supplier must ensure that the labelling on the packaged products is legible during and after transportation and during storage.

The Supplier shall furthermore undertake to ensure the traceability of the products it supplies. In the event that a defect is found, the level of traceability must enable restrictions to be placed on the volume of defective parts or products.

The Supplier delivers the products in suitable means of transport that have, if agreed, been approved by Carl Stahl TECHNOCABLES so as to prevent damage and quality impairments (e.g. dirt, corrosion, chemical reactions).

11. Outbound Goods Inspections

The Supplier shall inspect all deliveries to Carl Stahl TECHNOCABLES. Such inspections shall check:

- Compliance with the order data (quantity, product type, product version, packaging units where applicable, stack height etc.);
- Compliance with the quality requirements.

12. Inbound Goods Inspection by Carl Stahl TECHNOCABLES (Orderer)

Upon receipt of the products, Carl Stahl TECHNOCABLES shall conduct an assignment and quantity inspection as well as a visual inspection for externally visible defects or transport damage. Carl Stahl TECHNOCABLES shall also use drawings or specifications to check the products delivered.

If during the aforementioned inbound goods inspections or later during further processing Carl Stahl TECHNOCABLES discovers damage or a defect, it shall immediately report this to the Supplier.

Aside from the aforementioned inspections and notification, Carl Stahl TECHNOCABLES shall not have any further obligations to the Supplier.

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13. Complaints and Measures

The Supplier undertakes to deliver defect-free goods and guarantees that the products it supplies meet the performance features established in the drawings etc. and have the necessary quality and characteristics in terms of their materials and design. If Carl Stahl TECHNOCABLES finds defects, it shall report these to the Supplier in writing. The Supplier shall then immediately conduct an error analysis, during which Carl Stahl TECHNOCABLES shall support it to the extent possible. Products subject to a complaint shall be returned to the Supplier in the agreed quantity. The Supplier undertakes to analyse all deviations and quickly notify Carl Stahl TECHNOCABLES of their cause, the initiated corrective and preventive measures and the effectiveness of the same. In the event of impending production downtime for Carl Stahl TECHNOCABLES or its customers due to the delivery of defective products, the Supplier must, in consultation with Carl Stahl TECHNOCABLES, provide a remedy through suitable immediate measures (substitute deliveries, sorting, reworking, extra shifts, express deliveries etc.).

14. Information and Technical Documentation

If it becomes evident that the agreements entered into, such as quality features, deadlines and delivery quantities, cannot be met, the Supplier shall immediately notify Carl Stahl TECHNOCABLES. The Supplier shall also immediately notify Carl Stahl TECHNOCABLES of any deviations found after delivery. In the interest of finding a quick solution, the Supplier shall disclose all necessary data and facts.

15. Liability

The liability shall be determined on the basis of the agreements that regulate the delivery.

16. Legal Regulations and Environmental Protection

To meet the requirements of our customers, we can use only products from suppliers who comply with the following guidelines. This means in particular that all the products delivered to Carl Stahl TechnoCables must comply with all applicable legal requirements in their latest version.

In case of future non-compliance of his products, the supplier agrees to notify Carl Stahl TechnoCables GmbH immediately.

2011/65/Eu (RoHS) – 2002/96/EC (WEEE)

The Supplier confirms its compliance with the requirements established in the EU Directives 2011/65/EU (RoHS), 2002/96/EC (WEEE) on the restriction of the use of certain hazardous substances. The substances listed are not found in the products, devices, parts, components and processes that it delivers to Carl Stahl TECHNOCABLES GmbH and must not be reported.

Please inform us in the table below, about all contained substances which are listed according to the EU Directive 2011 /65 / EC (RoHS) in Annex II (including amendments) .

Product number	Name	Substance and percentage (e.g. 3% lead)	Comments (substitute products, delivery date etc.)

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Conflict Minerals

Pursuant to the US law 'Dodd-Frank Act, Section 1502', Carl Stahl TECHNOCABLES GmbH also faces the challenge of disclosing the origin of conflict minerals in its products. It must be possible to trace gold, tin, tungsten and tantalum along the entire supply chain. Should your products contain these minerals and originate from the Democratic Republic of Congo or neighbouring countries, you must notify us of this in writing.

Regulation (EC) No. 850/2004 on persistent organic pollutants

The regulation EC No 850/2004 deals with persistent organic pollutants (POPs) which are chemical substances that persist in the environment, bioaccumulate through the food web, and pose a risk of causing adverse effects to human health and the environment.

You will find an updated version of this regulation by following this link:

<http://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32004R0850&from=EN>

REACH Regulation (EC) No 1907/2006

In relation to the REACH Regulation (EC) No 1907/2006, the Supplier undertakes to only supply contractual products that comply with the REACH Regulation.

1.) Article 33 (1) (duty to immediately notify commercial consumers of SVHC in articles)

To enable us to fulfil our duty to communicate information to our consumers, we need you to supply us with information as to whether the contractual products contain substances found in the candidate list. (Only applies to suppliers within the EU: of particular importance is the fact that the publication or updating of the 'candidate list' directly triggers your duty to communicate information to us without any transition periods.) The duty to communicate information (see Article 33 (1) REACH Regulation (EC) No 1907/2006) has applied with immediate effect since the publication of the first candidate list on 28 October 2008 **and the subsequent updates**.

The ECHA candidate list and all valid updates can be found on the ECHA website: <http://echa.europa.eu>

The duty to communicate information exists as soon as the limit value of 0.1% weight by weight has been exceeded. If the contractual products delivered to us or their packaging contain substances with a concentration of more than 0.1% by weight, please therefore provide the details of the sub-assembly:

- Substance name
- Applicable EINECS numbers, CAS number
- Specification of a typical concentration as a percentage by weight or concentration range of the sub-assembly and the overall article.
- Details on safe usage

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2.) Information throughout the supply chain for substances and mixtures

Article 31 (3) (provision of a safety data sheet for mixtures that do not meet the criteria for classification as dangerous)

If a contractual product comprises a mixture or such a mixture is contained in articles that is not itself classified as dangerous but fulfils the following conditions, please send us a safety data sheet:

- non-gaseous mixtures in an individual concentration of $\geq 1\%$ by weight and gaseous mixtures in an individual concentration of $\geq 0.2\%$ by volume containing at least one **substance that is hazardous to health or the environment** or
- non-gaseous mixtures in an individual concentration of $\geq 0.1\%$ by weight containing at least one persistent, bioaccumulative and toxic or highly persistent and highly bioaccumulative substance pursuant to the criteria established in Appendix XIII or such a substance included in the list created pursuant to Article 59 (1) for reasons other than those listed in a (**substances in the candidate list**) or
- Mixtures that contain a substance for which EU limit values apply to exposure at the workplace. (This information is only provided on request in the form of a completed safety data sheet. This request is therefore hereby expressed.)

3.) Notification of changes:

Please immediately notify us of any effective changes:

Changes can relate to the substances that:

- Are listed in an extended candidate list
- Have not or not successfully been registered by the desired deadline
- Have been replaced, leading to a change in the registration status, SVHC concentration and impurity profile
- If an approval application has been granted or rejected, the information must by law be passed on to the consumer, i.e. to us (as well as to all consumers supplied in the previous 12 months (Article 31 (9b) and Article 32 (3b)).
- If a restriction applies on a substance and its use in the contractual product, by updating the safety data sheet (Article 31 (9c)) or the technical information (Article 32 (3c)).

Please send all change notifications to:

Carl Stahl TECHNOCABLES GmbH Süßen
z. Hd. Team Compliance TECHNOCABLES
Postweg 41

73079 Süßen

Email: compliance.technocables@carlstahl.com

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17. Products with CE Marking

When bringing the products to market, the relevant directives, laws and standards must be observed. The necessary certificates or declarations of conformity must be provided with all deliveries.

18. Packaging

If there is no specific agreement on the product packaging, the Supplier must ensure that the goods are delivered in suitable means of transport to prevent damage and quality impairments such as dirt or chemical reactions.

The packaging must be planned part-specific under consideration of factors such as logistics, quality assurance, environmental friendliness and cost effectiveness.

The Supplier is obliged to take back the packaging pursuant to legal requirements, especially if the aforementioned features are not met.

19. Confidentiality

The Contracting Parties each undertake to treat all information provided by the other party within the scope of this agreement as confidential and not to make this accessible to third parties. There is no non-disclosure obligation in the event of general knowledge or information that was demonstrably already held by the other party.

20. Validity and Term

This General Quality Assurance Agreement for Suppliers (GQAAS) shall become valid upon signature by both parties and is therefore part of every order process. The GQAAS shall remain valid until terminated in writing by one of the Contracting Parties. The notice period for terminating this Agreement shall be six (6) months before the end of a year.

21. Severability Clause

If individual provisions in this General Quality Assurance Agreement become invalid, this shall not affect the validity of the remaining provisions.

22. Affected Products

The GQAAS applies to all parts or assemblies supplied to Carl Stahl TECHNOCABLES by the supplier.

Carl Stahl TECHNOCABLES GmbH

Supplier

Place, date

Place, date

Marius Wahl
Head of Purchasing

Signature

Markus Köhler
Quality Manager