Quality Assurance Agreement (QAA)

Between

VB-Airsuspension B.V.

and

Supplier

THE FOLLOWING PARTIES

……., a company organized under the laws of …….., with its registered seat in …….. and which has its main place of business in ……, at ……, with trade register number ……., or any affiliates forming part of ……'s group of companies, duly represented in this matter by Mr/Ms ……, in the capacity of ……., hereinafter referred to as: the "Supplier";

and

VB-Airsuspension B.V., a company organized under the laws of the Netherlands, with its registered seat in Varsseveld, the Netherlands and which has its main place of business in (7051 HV) Varsseveld at Frankenweg 3, with trade register number 09151791, duly represented in this matter by Mr G. Molenveld, in his capacity as General Manager, or any of its Affiliates, hereinafter referred to as: "VBA";

CONSIDERING THAT:

a) VBA is primarily concerned with producing and trading in (air) suspension systems and related articles for vehicles ranging from ca. 1.750 to 7.500 kg;
b) VBA requires Products for producing the systems and related articles mentioned under a);
c) the Supplier offers such Products and VBA wishes to acquire such Products from the Supplier.

The Supplier and VBA have reached agreement on the following:

1 Goal

The goal of this Quality Assurance Agreement (hereafter referred as QAA) is to control all quality assurance measures to ensure quality between the Supplier and VB-Airsuspension B.V. (hereafter referred as VBA), with the aim of ensuring Product quality of (future) Deliveries. VBA also expects the awareness for quality and the connected goal of a zero-defect quality.

This QAA specifies the minimum requirements for the quality management system and governs the rights and obligations related to the quality of the Products to be Delivered.

2 Definitions

Capitalised terms and expressions used in this QAA have the meanings as defined in the List of Definitions as published on the Website.

3 Scope

The subject of this Agreement are all quality-relevant Products and materials/components used to produce the Products.

4 Quality management system

The Supplier shall produce verification of a certified, process-oriented quality management system, which at least is ISO 9001 certified in its respectively valid version. If it's not a certified quality management system it shall at least meet the requirements according to ISO 9001.

If the Supplier has its quality management system certified then it will provide a copy of the relevant certificate to VBA. The Supplier must Notify VBA of any changes regarding the validity of the certificates.

Supplier is committed to the zero-defect goal and continuously optimizes its performance accordingly.
VBA reserves the right to carry out audits, on the Supplier's premises. If required, audits at Subcontractors will be carried out together with and in accordance with the Supplier.
The audits may be carried out in the form of a system, process or product audit. During the audit the Supplier will permit inspections of the documents and records along with the production processes for the Products and parts to be supplied to VBA.

With a goal of a preventive quality assurance throughout the supply chain, the Supplier shall instruct its Subcontractors to introduce and maintain a quality management system comparable to ISO 9001 standards or assure itself the quality of the Products and materials/components used to produce the Products by suitable measures.

5 Sustainability

VBA expects its Suppliers to be committed to environmental protection and requires that the Supplier complies with environmental laws, protects resources and continuously improves their environmental situation.

6 Sampling for serial production

The sampling for serial production must be performed by the Supplier according to the latest version of VDA vol.2/PPA or a similar method approved by VBA prior to the sampling.
Where necessary VBA requires at least 2 sample Products with the required documentation which VBA agrees with the Supplier. The Supplier has the obligation to provide the samples with the required documentation.
Samples with documentation must be, clearly marked, Delivered to VBA prior to or at the same time as the first serial Delivery. Samples must be produced under series conditions (e.g. series tools, test equipment, etc.).

7 Serial production

7.1 Identification & traceability

For all produced batches, supplier maintains a labelling and tracing system.
Within its area of responsibility, Supplier maintains a system, which guarantees clear allocation of the Products to the respective Drawing and processing status. If required, the

system allows the deployed materials, machines, used parameters and the established test results to be allocated to the respective production batches to ensure traceability.
If a Non Conformity is identified, it should be possible to trace the Non Conformity in such a way that the quantity of Non Conform or otherwise defective Products can be limited.

Supplier is responsible to ensure that labeling of the Products is legible and remains so during transportation and storage.

7.2 Documentation

The Supplier is responsible for the appropriate archiving and traceability of the relevant documentation (quality-related data). The general retention period shall be 15 years, however if the latest version of VDA vol.1 standard prescribes a longer retention period for a certain document, this longer retention period shall be applicable.
The Supplier shall grant access to VBA to the relevant documentation on request.

In case of specific, by VBA, required documentation, supplier is obliged to share these (e.g. Material certificates).

7.3 Incoming Products

VBA will inspect incoming Products at first sight to confirm the quantity of packages and Product Number mentioned on the Packing List.

A Delivery must always be accompanied by a Packing List. If VBA receives a Delivery without a Packing List, Supplier will be Notified and until VBA has received a Packing List the Delivery will not be processed at VBA.

7.4 Complaint management

Delivered Products strictly comply with the Purchase Order and the Technical Documents. Products that deviate from the Purchase Order and/or the Technical Documents in any way are deemed to be Non Conform. VBA may Notify Supplier of this by way of a Non Conformity Report.

If VBA Notifies Supplier of a Non Conformity, the Supplier will be informed through a Non Conformity Report in Writing. Supplier shall take immediate (containment) measures within one day to safeguard the supply chain for VBA.
They shall also perform a root cause analysis within one week and implement the corrective measures within three weeks after discovering of the Non Conformity.

Non Conformities should be handled in accordance with the 8D method (or similar).

7.5 Concession

The Supplier shall Deliver the Products in accordance with the Purchase Order and the Technical Documents. If the Supplier foresees its inability to Deliver the Products in accordance with the Purchase Order and/or the Technical Documents, but is able to produce Products with a temporary deviation to the ordered Product, containing the same/similar

Performance/Properties, Supplier can request approval for Delivery of the Products containing this temporary deviation, before starting production and/or Delivery. The deviation request must be limited to a specified quantity and/or a limited period of time as agreed upon beforehand.

The deviation request by the Supplier must be made in Writing. Approval of this deviation may be granted by VBA in Writing if the Products are usable for VBA. Approval of a request is not guaranteed.
Products with an approved deviation must be unmistakably identified accordingly and traceable to the approved deviation request.

7.6 Product/Process modification

If Supplier plans to modify its deployed materials, components, manufacturing processes, production sites, process and test conditions, etc. in relation to the process conditions according to the initial sample then the Supplier must inform VBA of this in Writing, as soon as Supplier has made the decision to modify one of the beforementioned parameters.

All requested modifications to Products specified/designed/developed by VBA require the prior Written approval of VBA.

VBA shall be Notified of changes to Products specified/designed/developed by the Supplier 6 months prior to the change being implemented.

VBA will decide on a case-by-case basis whether and to what extent suitable measures are necessary (e.g. re-sampling, audit, etc.).

7.7 Re-qualification

To ensure Products still meet its specifications, the Supplier shall determine and maintain a documented re-qualification process. If requested, Supplier is obliged to provide results of the re-qualification.

8 Supplier evaluation

The quality of VBA depends to a considerable degree on stability of the Supplier's quality. For that reason, VBA evaluates on an ongoing basis essential criteria such as Delivery and quality performances.

9 Miscellaneous

Ancillary understandings, amendments and supplements shall be done in Writing.

[SIGNATURE PAGE FOLLOWS]

On behalf of the Supplier	On behalf of the Supplier
.....	.....
(QA manager/responisble)	(Authorized representative)
Name :	Name :
Position :	Position :
Place :	Place :
Date :	Date :
On behalf of the VB-Airsuspension B.V.	On behalf of VB-Airsuspension B.V.
.....	.....
(QA manager/responisble)	(Authorized representative)
Name :	Name : Mr. G. Molenveld
Position :	Position : General Manager
Place :	Place : Varsseveld
Date :	Date :