



# QUALITY ASSURANCE AGREEMENT

FRM-MFR-81  
Rev 8  
28.03.2021

N°.....

Concluded on ....., between:

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(Company name)

.....

.....

.....

VAT nr: .....

Registration nr: .....

Represented by:

.....

.....

(name, function

hereinafter referred to as

"SUPPLIER"

Plast-Met Automotive Systems Sp. z O.O.

Ul. B. Głowackiego 21,

32-300 Olkusz

Polska

VAT NR PL 6372197568

Registration nr KRS 0000609220

Represented by"

.....

.....

(name, function)

hereinafter referred to as

Plast-Met Automotive Systems Sp. z O.O.

SUPPLIER and PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. being hereinafter jointly referred to as the "PARTIES" and individually as "PARTY".

Whereas, PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. manufactures parts for the automotive industry. SUPPLIER is specialized and has great expertise in development of MATERIALS (defined hereafter) and SERVICES(defined hereafter). Whereas the PARTIES have decided to conclude the following agreement in order to settle the technical and organizational framework conditions and processes, necessary to reach the quality levels targeted by the PARTIES in respect to the development, production, supply of PARTS, and the performance of SERVICES (defined hereafter). Now therefore in consideration of the foregoing the PARTIES do hereby agree as follows:



## 1. DEFINITIONS

**AGREEMENT**- means the present Quality Assurance Agreement and its appendices.

**CUSTOMER** means PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.'s customer/client

**PRODUCTS** means all MATERIALS and SERVICES that are subject of the AGREEMENT.

**MATERIALS** means the materials ordered by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.

**SERVICES** mean the services ordered by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.

**SUBSUPPLIER** means any or all third parties to which the SUPPLIER entrusts the development, production, supply and/or performance of all or part of the MATERIALS and/or SERVICES.

## 2. PURPOSE

This AGREEMENT is valid for all development and/or production programs awarded and/or which will be awarded to the SUPPLIER by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. and for all orders for development, production, supply of MATERIALS and performance of SERVICES placed or which will be placed by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. (hereinafter altogether or individually also called "CONTRACT").

## 3. QUALITY ASSURANCE BY THE SUPPLIER

### 3.1. ZERO DEFECT TARGET

The SUPPLIER is committed to a zero defect strategy vis-à-vis PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. (i.e. delivery of PRODUCTS or performance of SERVICES conform to the CONTRACT without any default). Should the "zero defect target" not be achieved, the PARTIES will agree on convergence plan for failure rates (hereafter "PPM targets"), in order to attain the "zero defect target" as soon as possible. The agreed PPM targets shall not relieve the SUPPLIER of his quality commitment of "zero defect strategy".

### 3.2 QUALITY MANAGEMENT SYSTEM

The SUPPLIER undertakes to set up and maintain a quality management system certified according to IATF, or any equivalent certification system approved by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. (hereinafter referred to as "QM System"). The SUPPLIER shall integrate into its QM System mainly but not exclusively the following procedures of:

- identification and prevention of errors at an early stage
- procurement of raw material and purchased GOODS
- planning and direction of procedures for the securing of process mastery
- statistical process control and process capability

- measuring and permanent enhancement of PRODUCTS and processes
- checks and measures for the securing of the “zero defect target”

The SUPPLIER undertakes to:

- comply with the environment regulation and request especially those regarding material content and specifications.
- comply in all respects with all laws to which it may be subject including but not limited to those related to Health, safety and environment
- take preventive quality actions in accordance with Advanced Product Quality Planning provisions (hereafter “APQP”)
- comply with PPAP (Production Part Approval Process)
- set up and maintain a SUBSUPPLIERS management
- put in place a containment plan for all early production phases and/or after each problem in series, until the convergence criteria, as defined jointly are met.

In case of all parts / processes / services delivered to Plast-Met Automotive Systems, compliance with the legal and regulatory requirements in the exporting and importing country and, if necessary, any country of the location indicated by the Plast-Met automotive systems must be documented (see IATF chapter 8.4.2.2 + 8.6.5).

Processes which are the subject of the requirements of AIAG - CQI (Automotive Industry Action Group - Continuous Quality Improvement), has to be documented in accordance with the Feasibility Agreement Test and the supplier must submit a self-assessment every 12 months

### 3.3. CUSTOMER SPECIFIC MANDATORY REQUIREMENTS

#### 3.3.1. Critical/hazardous material and substances

SUPPLIER should guarantee that no critical / hazardous material and substances such as heavy metals are contained in its parts and materials according to ELV directive (EC 2000/53) and its updated Annex II. See the consolidated text of the ELV Directive on the following website <http://ec.europa.eu/environment/waste/elv/index.htm>.

3.3.2. The European Regulation (EC 1907/2006) about the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).

In particular, all suppliers, including their supply chain, are responsible for ensuring that PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. is informed of presence in the product of substances on the candidate list (SVHC Substances of Very High Concern); that the safe use and Risk Management Measures (RMMs) for PLAST-

MET AUTOMOTIVE SYSTEMS SP. Z O.O. are included in the safety data sheets; that for products purchased outside EU, the SUPPLIER is responsible for taking the importer role (e.g. nominating an only representative) and that if a product needs to be modified due to REACH, PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. will be immediately notified.

### 3.3.3. Material data documentation

SUPPLIER shall provide material data for entry in IMDS (International Material Data System) or in other system as specified per Customer Specific Requirements

### 3.3.4. Special case of Directed Purchase components - tripartite agreements

For technical or economic reasons, PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. may ask the SUPPLIER to include MATERIALS from other SUPPLIERS. According IATF 16949, Tier SUPPLIERS are accountable for their supplies. A tripartite agreement stipulating the job-sharing between the parties involved will be incorporated into the supply contract.

### 3.3.5. Marking / Traceability

Each component must be marked to permit the material identification regarding recycling.

- The material type mark must be in accordance with PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. requirement.
- The marking has to be in accordance with the requirement to define traceability. All components must have batch control and traceability throughout all stages of production. This traceability shall be documented at least as per IATF 16949. Any sorted or reworked material must be traceable.

### 3.3.6. Key Characteristics / Safety Characteristics

In order to meet the legal requirements for liability of the product and customer requirements, is needed an extra care when fabricating parts with special properties, especially to parts with safety or critical performance.

To ensure process reliability for special characteristics during serial production, special checks procedure has to be implemented. Suggested solutions:

- Defect prevention solutions like Poka Yoke
- Sample inspection or first / last part check, if ensured that part to the last good part or last OK check is still available for potential sorting; this can only be a motif for systemic defects or tool dependent dimensions, e.g. broken riveting stalks, punching dies and technical cleaning.
- 100% inspection (e.g. Camera systems, Sensor systems (EP), Final inspection (EOL))
- Capabilities (Cpk) > 1.33 or more for Customer Specification Test (CSR)

- Capabilities For the Safety Characteristics  $Cpk \geq 1.67$
- Attribute control: in case of existence, eg for pattern, holes using a gauge.
- Solutions taken to obtain technical assistance, such as "Cruise Characteristics" ("Cruise" in Ford).

All documents related to the product and process, such as FMEA, control plan, production documents, internal / external shipping documents, must be clearly marked by the safety-related special characteristic letter (K). Other defined internal marking of the safety performance is allowed.

Clear batch traceability, individual traceability by the serial numbers if required, test documentation, production data and material batches (DIN EN 10204-3.1 material certificate)

The traceability method should be agreed at the advanced quality planning stage.

### 3.3.7. Environmental Protection

In the case of providing services of electroplating, cataphoresis, painting with varnishes, etc.

The supplier is obliged to document the implemented environmental management system according to ISO14001 or approval according to EMAS (Eco-Management and Audit Scheme).

In special cases, it is acceptable to have an implemented but not certified system, provided that the supplier has an approved and implemented certification plan for such a system.

### 3.3.8 Product Identification requirements

All deliveries of safety-critical materials and parts must be clearly marked. Each container or unit (eg mesh pallet, pallet or box) and each delivery note must be marked by the Characteristics Mark in addition to the standard marking (VDA 4902: box 8 or 16) and the corresponding batch number. Each delivery note must be marked with a batch number. If two or more different lots are delivered in a single delivery, a separate delivery note must be attached to each lot. Mixing batches into single packages is not allowed. Sub-suppliers must be approved and must follow the same documentation procedures.

## 3.4. OPERATIONAL RISK & PROBLEM SOLVING

The SUPPLIER shall immediately inform PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. purchasing department of any breach or potential breach of provisions of the present AGREEMENT and/or CONTRACT and shall start the problem solving process. Also, the SUPPLIER shall communicate to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. all actions carried out or intended to be carried out in order to remedy the breach like as, but not exclusively:

- Immediate containment
- Traceability of concerned PRODUCTS
- Recommendation for stopping shipments of concerned PRODUCTS
- Understanding of failure mode



- Sorting and reworking of the PRODUCTS which do not conform to the warranty set. Reworked PRODUCTS have to be identified by a special mark on the packaging.

SUPPLIER undertakes to carry out all additional remedy measures requested by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. and to cooperate with any third party recommended by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. in order to avoid or minimize the consequences of such breach.

All cost of such remedy actions shall be borne by the SUPPLIER.

SUPPLIER may however subcontract all or part of such sorting and reworking of nonconforming PRODUCTS, under the provisions of the present AGREEMENT. SUPPLIER shall ensure any initial job training and job supervision of such SUBSUPPLIERS necessary to achieve this end. No subcontract (even with PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.'s consent, or even if sorting/reworking is performed by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.) shall relieve SUPPLIER of any of its obligations and/or responsibilities under this AGREEMENT. The sorting results shall be made daily available to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.. Before refusing any delivery and initiating any sorting and/or reworking operations itself. Reworked PARTS has to be identified by SUPPLIER, traceability of the reworking activities has to be validated by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O..

### 3.4.1. Reporting Tool – 8D and Required Response Time Frame

- Main tool used for reporting and root cause analyses in case of quality problems is 8D report. Document should be in English language version, for national suppliers, polish version is also acceptable.
- Supplier will undertake to receive and respond to an 8-D Problem Action report which is the official communication tool for reporting and resolving problems.
  
- The required Response time frame is as follows:
  - An initial response to a critical problem (essentially the containment action/ 3D report: Steps 1 to 3) is required within 24 hours of receipt from PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.
  - A 5-Why analysis for ascertaining root causes and verification is required to be completed as part of the 8D process.
  - 8D final response (with verified complete root cause analysis / 6D report: Steps 4 to 6) is required within 2 weeks of receipt from PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.
  - 8D full report (with preventive actions employed against reoccurrence of non-conformance and documented lessons learned/ 8D: Steps 7 to 8) is required within 1 month of receipt from PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.



Warranty part analysis results and actions shall be documented using the of PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O. standard 8-D format.

The Supplier shall keep all provided components received as warranty for a period of 6 weeks from issue notification date.

## 4. WARRANTY

### 4.1. PRODUCTS WARRANTY

The SUPPLIER, warrants to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. that the PRODUCTS delivered shall be:

- merchantable, in accordance with the state of the art and in compliance with all applicable laws and regulations; and,
- under normal conditions of use as specified by the SUPPLIER, able to perform the functions and to be used for the purposes for which the PRODUCTS are intended, and to be as safe as can reasonably be expected; and,
- in compliance with the drawings, specifications, validations, and all other documentation defining the PRODUCTS; and,
- regarding specifications not explicitly set forth in the AGREEMENT, in conformity with the initial samples approved by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.; and
- free of any apparent or hidden defect, and from any defect in design (to the extent designed by the SUPPLIER), materials and workmanship.
- in compliance with contractual warranty given by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. to its CUSTOMER
- In compliance with the EU directive (2000/53/CE dated 27.06.2002) even though such directive wouldn't have been confirmed by any applicable law.

The term of the SUPPLIER's warranty shall be at least thirty-six (36) months starting with the delivery date of the PRODUCTS to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.. In the event of an extension of the contractual warranty given by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. to its CUSTOMER, SUPPLIER undertakes to grant the same corresponding extension to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O..

Notwithstanding the foregoing, the PRODUCTS shall be subject to all warranties, express or implied, provided by applicable law.



## 4.2. WARRANTY OF SERVICES

The SUPPLIER, as an expert in its business, warrants to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. that the SERVICES provided shall be:

- rendered in accordance with industry standards and all applicable laws and regulations; and,
- performed in a professional and workmanlike manner; and,
- in compliance with the AGREEMENT and otherwise consistent with all standards and specifications agreed to with PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.; and
- free of any apparent or hidden defect,
- in compliance with contractual warranty given by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. to its CUSTOMER

The warranty shall be for a term of, at least, thirty-six (36) months starting with the date of acceptance of the SERVICES by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O..

Notwithstanding the foregoing, the SERVICES shall be subject to all warranties, express or implied, provided by applicable law.

## 4.3. BREACH OF WARRANTY

In the event the PRODUCTS and/or SERVICES do not conform to the foregoing warranty, PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. may reject, in whole or in part, such PRODUCTS and/or SERVICES and SUPPLIER undertakes to immediately, at PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.'s discretion, either repair or replace the PRODUCTS or correct or again perform the SERVICE and reimburse all the costs generated by such a non-conformity, as soon as possible, without any cost and delivery time impacts to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. and without prejudice to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.'s right to terminate the CONTRACT or to any potential claim for damages.

In the event that PRODUCTS shall be rejected by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O., such PRODUCTS will be held by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. for disposal in accordance with SUPPLIER's instructions. SUPPLIER's failure to provide written instructions within five (5) days, or a shorter period as may be commercially reasonable under the circumstances, after notice of nonconformity, shall entitle PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. to dispose of the PRODUCTS, without liability to SUPPLIER, and to charge the costs of destruction to SUPPLIER.



Approval by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. of any design, drawing, material, process or specifications will not relieve the SUPPLIER of the foregoing warranties.

#### 4.4. COSTS

In the event the PRODUCTS and/or SERVICES do not conform to the foregoing warranty and/or the SUPPLIER is in breach of the AGREEMENT and/or CONTRACT, PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. may, without prejudice to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.'s right to claim for damages, charge the SUPPLIER with, and the SUPPLIER undertakes to bear, all and any repair or replacement costs including but not limited to:

- The administrative costs:

**The amount of administrative costs incurred by the supplier each time after the start of the official complaint procedure from Plast-Met is 150€.**

The basic administrative costs are fixed at a lump sum per complaint, this amount covers the costs of supervision and analysis of non-conformity. A multiplication factor between 2 to 10 of this lump sum may be applied, with prior written notice by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O., in case of repetitive defects, as follows: x2 for 1<sup>st</sup> reoccurrence; x4 for 2<sup>nd</sup> reoccurrence in < 3 months, ...x10 for safety

- The operating costs of protective measures taken by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.: The “per hour COST” if PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. 's personnel carry out additional temporary incoming inspection, sorting, destruction or reworking activities. Any hour started shall be charged as a full hour.
- The costs incurred in the downstream operation stage: If the nonconformity is detected during the manufacturing or processing stage, PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. at its sole discretion shall charge SUPPLIER with, and SUPPLIER undertakes to bear, all and any costs and/or expenses incurred by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. in relation to and/or in connection with such non conformity, such as, but not limited to the costs for:
  - substitute deliveries,
  - rejects of completed and/or semi-finished PRODUCTS,
  - machine downtime (costs incurred as a consequence of),
  - staff costs associated therewith,
  - transportation costs,
  - packaging and handling costs.
- Third party claims and costs and other additional costs, such as, but not limited to:
  - Claims charged to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. by the CUSTOMER. - Costs of an expert(s), where such expert was employed, in particular to determine defects or to determine which possibilities exist to remedy such defects.



- Damages to PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. property or to property of CUSTOMER,
- Logistic costs (transportations, repackaging, trip to CUSTOMER, travels)
- Cost of any tests and/or controls relating to any renewed or replaced PRODUCT.

PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. undertakes to make available to the SUPPLIER the documentary evidence of such costs.

PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. reserves the right to set off its payment obligations against any amount which might be owed to it by the SUPPLIER, on any grounds and of any nature whatsoever, including amounts corresponding to penalties and quality claims.

## 5. MODIFICATIONS

The SUPPLIER shall not be entitled to make modifications of the PRODUCTS or SERVICES, including but not limited to process, technical data or specifications, material, quality criteria, testing methods, testing facilities, dates, supply quantities or relocation of production without written acceptance of PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. and validation of initial sampling in accordance with the APQP procedure.

## 6. AUDIT

To ensure a constant high level of quality, the SUPPLIER undertakes to give PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. or a third party designated by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O., at any time during business hours, access to the production process, quality inspections and documentation. PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. is entitled to establish, through an audit, if the SUPPLIER's quality assurance measures guarantee PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. requirements. The audit can be executed as a system, process or PRODUCTS audit or any other form. If required the audit will be extended to the appropriate SUBSUPPLIERS.

## 7. VALIDITY

The present AGREEMENT shall become effective on the day when it is executed by the PARTIES and will be valid for an undetermined period.

## 8. TERMINATION

Either PARTY shall have the right to terminate this AGREEMENT upon no less than three (3) months' prior notice in writing to the other PARTY. Such written notice may take any form with proof of receipt. Such termination shall be effective at the end of the notice period.



Nevertheless, such termination shall only have an effect for future CONTRACTS and therefore will not disengage the PARTIES from their rights and obligations resulting from the present AGREEMENT, which shall remain in full force and effect for all the validity period of CONTRACTS already executed by the PARTIES.

## **9. SUBCONTRACTING, ASSIGNMENT**

The SUPPLIER shall not subcontract all or any part of its obligations under this AGREEMENT without the prior written consent of PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.. Notwithstanding any such consent given by PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O., the SUPPLIER shall be solely liable for the complete performance of the AGREEMENT in accordance with its terms, including warranties and claims, and shall guarantee that its SUBCOTRACTORS comply with the AGREEMENT. The SUPPLIER shall not assign the AGREEMENT for any reason whatsoever without PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.'s prior written consent.

## **10. SEVERABILITY**

Should any term of the AGREEMENT be, for any reason whatsoever, invalid or unenforceable, the remaining provisions shall not be affected by such invalid or unenforceable provision. The PARTIES undertake to renegotiate such invalid or unenforceable term in order to restate a provision as nearly as possible to the original intention of the PARTIES and in accordance with applicable law.

## **11. BENEFIT**

The SUPPLIER expressly acknowledges and agrees that the provisions of the present AGREEMENT shall benefit to any PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. AFFILIATED COMPANY having a CONTRACT with the SUPPLIER and that the provisions of this AGREEMENT may be enforced by any PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. AFFILIATED COMPANY.

## **12. NON-WAIVER**

The fact that one of the PARTIES does not apply, at any time, any of the provisions of the AGREEMENT or does not request the application thereof by the other PARTY shall not be considered as constituting a waiver of any such provision or of any other provision, or affecting the validity of the AGREEMENT, or the right of each PARTY to subsequently claim the application of such provision or of the AGREEMENT itself.



## 13. JURISDICTION AND APPLICABLE LAW

This AGREEMENT shall be subject to and interpreted in accordance with the internal law applicable in the jurisdiction of the registered office of PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. without regard to rules of conflicts of law. Nevertheless, in the event that the CONTRACT is signed with a PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. AFFILIATED COMPANY, this AGREEMENT shall be subject to and interpreted in accordance with the law applicable to the said CONTRACT without regard to rules of conflicts of law.

The courts sitting in the jurisdiction of PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O.'s registered office shall have exclusive jurisdiction over all proceedings and controversies arising in connection with the AGREEMENT, even in the event of joinder or multiple defendant(s), but save for emergency or summary proceedings or for any ex parte motions. Nothing in this paragraph shall limit the right of PLAST-MET AUTOMOTIVE SYSTEMS SP. Z O.O. or any of its AFFILIATED COMPANIES to bring proceedings in any other courts of competent jurisdiction in more than one jurisdiction (whether concurrently or not) to the extent permitted by applicable law.

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(on behalf of Supplier )

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(on behalf of Customer )