

Quality Assurance Agreement

for Black Box parts

The terms between "< >" are definitions.

This Quality Assurance Agreement <QAA> is concluded by and between the following contracting parties:

PÖTTINGER Landtechnik GmbH

Industriegelände 1
A-4710 Grieskirchen

and all "affiliated" undertakings of PÖTTINGER (**Annex 1**)

hereinafter referred to as <PÖTTINGER>,

and

Sam Sample GmbH

Sample Street 300
55824 Sample City

and all "affiliated" undertakings of the supplier (**Annex 2**)

hereinafter referred to as <Supplier>

Both parties will be referred to as <Contracting Parties>.

CHANGE MANAGEMENT

Revision	Chapter / Page	Description of change and name of person responsible	Date
2016_B		Basis for translation from German to English	22.06.2016
2016_C	19 / page 10 footer	Signature regulation (COO Jörg Lechner) released by Jörg Lechner (Chief Operations Officer)	03.10.2016

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RECITALS

PÖTTINGER develops, produces and distributes agricultural machines for different purposes around the world. PÖTTINGER intends to procure products manufactured by Supplier.

This QAA sets forth special provisions for the supplier relationship between PÖTTINGER and Supplier and represents the frame of reference for technical and organisational conditions needed to ensure that the overall quality objective sought is attained.

In view of the above, Contracting Parties hereby agree the following:

1. INFORMATION

1.1. For the term of this QAA, Supplier shall advise PÖTTINGER without undue delay of any inconsistencies or concerns relating to compliance with the agreed and/or guaranteed product characteristics.

In particular, these include the following:

- clarity of the specifications
- manufacturability of the product
- whenever sub-suppliers are changed
- change in and/or elimination of manufacturing technologies and manufacturing sites
- compliance with logistical specifications, including delivery dates and quantities

1.2. If Supplier notifies concerns and/or inconsistencies, an agreement must be reached on the further procedure and this must be documented in writing.

2. SCOPE AND PERIOD OF VALIDITY

2.1. The provisions under this QAA are applicable for all current and future contracts and orders for goods and services <Orders> PÖTTINGER awards to and places with Supplier. For the sake of clarity, it is pointed out and agreed that this QAA is also applicable for PÖTTINGER's affiliated undertakings listed in Annex 1 and Supplier's affiliated undertakings listed in Annex 2. Any amendments and supplements must be made in writing and defined under the "Contrary Agreements" section of this QAA.

2.2. The present QAA will be applicable until it is terminated by either contracting party by way of ordinary termination in writing by registered letter. Ordinary termination may be initiated on the last of each month subject to a notice period of 12-months. If Contracting Parties have signed or intend to sign the Purchasing Agreement, the termination clause set forth therein shall prevail.

2.3. Furthermore, the clause is always applicable to all orders placed with Supplier that have yet to be delivered.

3. QUALITY MANAGEMENT SYSTEM OF SUPPLIER

3.1. Supplier undertakes to maintain an effective system to assure the quality of its products. In particular, Supplier's QA system shall include the following elements:

- planning and development of processes and procedures for manufacturing its products
- implementation of the agreed testing and traceable documentation of the test results
- immediate introduction of pre-emptive and corrective action in the event of internal or external complaints and keeping of records on any action taken

3.2. PÖTTINGER is entitled to ask Supplier for documented proof to ensure that the effectiveness of the quality assurance system satisfies its requirements.

4. QUALITY MANAGEMENT SYSTEM OF SUB-SUPPLIERS

4.1. If Supplier sources services, materials or other deliverables from sub-suppliers to manufacture its products, it shall integrate these sub-suppliers in its quality management system or ensure quality by taking the appropriate measures.

4.2. PÖTTINGER is entitled to ask Supplier for documented proof to ensure that the effectiveness of the quality assurance system of sub-suppliers meets its requirements.

5. CUSTOMER REQUIREMENTS AND PERFORMANCE SPECIFICATIONS

5.1. Supplier will receive a customer requirements document from PÖTTINGER that sets out the requirements the product must meet. Supplier will draw up a performance specifications document on the basis of the customer requirements document. If the information and/or instructions and rules in the customer requirements document contradict each other or are unclear, Supplier shall be obliged to clarify these discrepancies with PÖTTINGER.

5.2. Supplier shall consult with PÖTTINGER to agree on manufacturing and testing conditions for prototypes and pre-production parts and document these conditions accordingly. The aim is to create prototypes and pre-production parts under conditions that closely approximate conditions of serial production.

5.3. Technical documentation, particularly operating instructions and list of replacement parts, must be created. On first-time delivery, and any time on request, Supplier will make available this technical

documentation in the languages, number of copies and on the media defined in the performance specifications document. In the event of modifications to the delivery parts or components that are relevant for the documentation or services, Supplier will provide documents that have been amended accordingly by no later than at the start of delivery of the modified parts

6. INITIAL SAMPLE TESTING

- 6.1. In the initial sample test report, Supplier must prove that all characteristics are in compliance with the customer requirements.
- 6.2. Initial samples must be manufactured under serial production conditions, i.e. using the tools and materials employed in serial production. Any departure from this rule must be recorded in the initial sample test report.
- 6.3. The initial sample test will be documented using PÖTTINGER'S PN013.460 form or a corresponding initial test report according to VDA volume 2. All the information should be documented by listing target and actual values.

This provision shall apply:

- prior to initial serial delivery of a new product/part
- prior to serial use of new/modified tools
- in the event of technical changes to parts
- in the event that the manufacturing site is relocated
- on imposition of a delivery block due to quality issues
- whenever sub-suppliers are changed

Minimum information:

- drawing number (and/or material no.),
- change status (index)
- name of tester and tester's signature

The tested initial sample must be sent to PÖTTINGER separately.

7. SERIAL TESTING

- 7.1. Testing in serial production will be carried out by Supplier in a frequency that, in Supplier's view, is adequate to ensure the quality of the products, at least for the first and last part of a production lot, on shift change or in accordance with PÖTTINGER's test schedule.
- 7.2. The test results must be documented and presented to PÖTTINGER on request.

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8. MANUFACTURING DOCUMENTS

- 8.1. Supplier is obligated to keep the following documents for each component:
- work plan
 - test schedule
 - process parameters, where applicable
- 8.2. Supplier must keep these documents; whenever there is need, PÖTTINGER will have the right to view these documents.

9. DESIGNATION OF PARTS

- 9.1. Parts must be designated in accordance with the requirements set forth in the customer requirements document. All parts must be tagged appropriately. The minimum information to be provided must include PÖTTINGER's number and/or the manufacturer's specific designation for the part.

10. CHANGES AND DEVIATIONS

- 10.1. Supplier will notify PÖTTINGER of all and any modification to its products that lead to departures from the agreed specifications or that, despite compliance with the agreed specifications, could impact the functionality and service life of the final product manufactured by PÖTTINGER. Supplier is obligated to request initial sample testing and approval by PÖTTINGER for every product modification. This obligation on the part of Supplier becomes void in the event of catalogue goods that are not specifically from PÖTTINGER.
- 10.2. If, by way of exception, Supplier is unable to deliver products that comply with the specifications, it must obtain special permission from PÖTTINGER prior to delivery. Supplier may only accept such special permission in writing.

11. NOTICE OF DEFECT

- 11.1. PÖTTINGER limits the incoming goods inspection for deliveries to determining compliance in terms of quantity and identity of the ordered products and any obvious transport and packaging damage, to which Supplier agrees. Any complaints arising shall be reported within a reasonable period of time after they have been determined. However, if a PÖTTINGER employee nevertheless confirms acceptance of the objects in good working order, this statement will also indicate that the objects do not exhibit any quality deficiencies.
- 11.2. In addition, the delivered products will be monitored during manufacturing in accordance with good business practice and Supplier will be notified in writing of any defects identified in the process within an appropriate period once they have been determined. In this respect, Supplier will not object on the grounds of delayed notice of defects.
- 11.3. A notice of defect may be made within the agreed warranty period. Compliance with a period for notifying defects is not required for warranty claims and/or claims for damages (particularly for damage or consequential damage due to defects) and/or other claims to be sustained.
- 11.4. To the extent possible, Supplier will be given an opportunity to sort out, improve and ensure follow-up delivery. If the production processes require quick intervention, PÖTTINGER is entitled, once it has informed Supplier, to perform sorting or improvements itself and/or have a third party do so. Any costs incurred in the process will be borne by Supplier. Supplier will not be entitled to derive any liability from sorting services - particularly not for hidden defects.
- 11.5. To the extent possible, Supplier will analyse the problem identified and inform PÖTTINGER within five workdays in writing of the cause, immediate action and long-term corrective action.
- 11.6. If an 8D report is requested by PÖTTINGER, this report shall be carried out within the agreed time limits.

12. DELIVERY DOCUMENTS

- 12.1. The delivery documents will be issued in German or English. The items on the delivery slip and invoice will be listed in accordance with the material numbers in the order/delivery schedule.
- 12.2. Whenever test certificates specific for individual lots/batches are required, e.g. acceptance certificate in acc. with DIN EN 10204 3.1, this must be specified in the order. The test certificates must be added to the accompanying delivery documents of the corresponding delivery.

13. PACKAGING

- 13.1. Supplier will be obligated to handle the finished products with care and protect them from damage. If no product-specific packaging is agreed with PÖTTINGER, Supplier will provide appropriate packaging that complies with the currently applicable safety requirements.
- 13.2. Any packaging decision must take into account the various transport options available and avoid any quality risks resulting from damage, corrosion and dirt.
- 13.3. Supplier is obligated to deliver the finished products at a level of cleanliness that complies with the state of the art.

14. TRACEABILITY

- 14.1. Supplier must introduce and maintain an appropriate system to identify and trace the products delivered to PÖTTINGER. If need be, traceability and identification of faulty parts must be warranted in terms of the following points:
- delivery lot
 - manufactured lot/batch
 - testing documents

15. AUDIT

- 15.1. Supplier authorises PÖTTINGER's employees and contractors to access Supplier's premises at any time during normal business hours for the purpose of inspecting testing activities and test documentation and for the sake of QM audits. PÖTTINGER will inform Supplier at least 2 (two) days ahead of time or/and, in the event of QM audits, 1 (one) week ahead of time and obtain Supplier's consent.
- 15.2. When an audit is implemented, Supplier will be informed of the results. In the event of inconsistencies, Supplier undertakes to set up an action plan in consultation with PÖTTINGER and implement this plan in a timely manner.

16. SEVERABILITY

- 16.1. If individual provisions set forth in this QAA are or become entirely or partly ineffective or should there be a gap in the provisions set forth herein, the validity of the remaining provisions of this Agreement shall not be affected. Any ineffective provision will be replaced by an effective provision permitted under law whose meaning and purpose corresponds most closely to that of the ineffective provision. In the event of a gap, the Contracting Parties agree to replace the invalid provision with a valid one whose meaning and purpose correspond to what would have been agreed if this circumstance had been taken into account in advance.

17. RELATED DOCUMENTS

- 17.1. Initial sample test report PN013.460
- 17.2. Manufacturing Materials Agreement
- 17.3. 8D Report
- 17.4. Sampling regulation

18. CONTRARY AGREEMENTS

- 18.1. TBD

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19. SIGNING OF CONTRACT

19.1. By signing this Agreement, Supplier expressly confirms that it has read this QAA carefully and also accepts PÖTTINGER's General Terms and Conditions of Purchasing.

19.2. PÖTTINGER and Supplier enter into this Agreement by affixing their signature below:

PÖTTINGER and as authorised representative also for the affiliated undertakings pursuant to Annex 1:

_____, _____ (date)
(city/town) (date)

(Hamedinger Rene, Head of Quality Assurance)

(Gruber Markus, Head of Purchasing)

(Jörg Lechner, Chief Operations Officer)

SUPPLIER and as authorised representative also for the affiliated undertakings pursuant to Annex 2:

_____, _____ (date)
(city/town) (date)

(name in print and stamp)

(name in print and stamp)

20. ANNEX 1:

- PÖTTINGER Landtechnik GmbH
Industriegelände 1
4710 Grieskirchen
Austria
- PÖTTINGER Deutschland GmbH
Kleine Mauerstraße 16
06406 Bernburg
Germany
- PÖTTINGER, spol. s.r.o.
Čičenická 1284/II
38901 Vodňany
Czech Republic

21. ANNEX 2:

- "Undertakings affiliated with Supplier"
tbd.
tbd.