

## Preamble

### 1 General agreements

#### 1.1 Scope of application, objectives

This agreement shall apply to the location of the Heinze Gruppe on page 1 and to the Supplier on page 1.

If this QSV applies also to other locations of the Heinze Gruppe, then they are listed in a separate appendix.

1.2 This agreement regulates the requirements with respect to quality, environmental and energy relevance for all products that are provided and/or delivered specifically for the contractual partner during their term, insofar as the scope is not limited to specific services and/or deliveries.

1.3 Individual clauses in this agreement are invalid to the extent that they conflict with overriding contracts, development contracts, delivery contracts or purchasing contracts.

1.4 Together with the provisions of the present Quality Assurance Agreement, the General Terms and Conditions of Purchase (AEKB) of the Heinze Gruppe, which can be viewed on the homepage under <http://www.heinze-gruppe.de/de/unternehmen/downloads/>, are relevant. They are an integral part of this Quality Assurance Agreement and are accepted by the Supplier upon conclusion of this agreement, with the exclusion of the Supplier's terms of sale.

1.5 Both the Customer and the Supplier undertake to maintain confidentiality in respect of all of the partner's in-house information.

1.6 This agreement and any and all amendments and additions to it must be in written form.

## **2 Management system / Management systems**

The ability to pay attention to and to adhere to the Customer's requirements with regard to quality, environmental and energy relevance is the decisive choice factor for Suppliers. Responsibility for these aspects of the products delivered to the Customer lies with the Supplier.

In order to ensure this, the Supplier must have a written, modern and effective management system in accordance with DIN EN ISO 9001 and IATF 16949, where appropriate, or VDA 6.1 and DIN EN ISO 14001 / DIN EN ISO 50001 and must always adapt them to the actual and latest circumstances.

A certification of the Supplier by an accredited certification company according to DIN EN ISO 9001 is required. The Supplier is to further develop its management system in the direction of the IATF 16949 or VDA 6.1 as well as DIN EN ISO 14001 / DIN EN ISO 50001 with the objective of certification. This process may be checked by the Customer via conformity audits. In addition, the requirements of DIN EN ISO 14001 and DIN EN ISO 50001 should be taken into account. Possible exceptions should be agreed in writing.

In addition, the supplier must nominate the Product Safety Officer (PSB) in his organization and has to inform the customer. The PSB must demonstrably possess the required competencies and, at the customer's request, provide training certificates. In the event of changes / re-nominations of the PSB, the customer has to be informed without delay.

### **2.1 Audits on Supplier's or subsupplier's premises**

In the case of Suppliers certified according to IATF 16949 or VDA 6.1 and DIN EN ISO 9001 and ISO 14001, the Customer - as a rule - does not carry out a system audit. These Suppliers are recorded in the list of approved Suppliers. In the case of Suppliers not disposing of a certified management system, a self-audit with the result "passed" is required in order to allow the Supplier to be included in the list of approved Suppliers. In both cases, in order for the Supplier to be included in this list, the Customer must be in possession of the respective Supplier self-assessment and of a signed confidentiality agreement.

In the case of Suppliers not meeting the conditions listed above or who have attracted attention as a result of problems with their deliveries, a system or process audit may be carried out by the Customer, if necessary. The Supplier will be informed about the planned audit in good time and in writing.

If, within the framework of the Supplier assessment, the Supplier is graded "C" or attracts attention in any other way the Customer reserves the right to carry out an audit. The results of the audit will be treated as confidential. The Supplier is obliged to grant access to all verification documents and business divisions of its company which are necessary to provide proof of the management system. The Customer accepts appropriate restrictions placed by the Supplier in order to protect its company secrets.

The Supplier undertakes to enable the Customer to carry out audits on the premises of its subsuppliers. In order to do this, the Supplier agrees to create the conditions as required by this agreement. The audits must correspond to the audit requirements for Suppliers.

### **2.2 Test equipment**

Insofar as the Customer makes accessible production and test equipment to the Supplier, in particular equipment and devices within the framework of purchases from the Supplier, such equipment and devices must be incorporated in the Customer's own quality management system in the same way as its own production and test equipment. These are to be marked accordingly as "property of the Customer".

### **2.3 Constant improvement**

The relevant requirements of the DIN EN ISO 9001 and safeguarding measures and responsibilities must include all business units of the Supplier's company and must be monitored independently of manufacturing processes. It is necessary to ensure that effective corrective actions can be taken in time if deviations are found. The Supplier must make possible constant improvements to the management system by the application of policies, targets, the results of the audits, data analyses, corrective and improvement measures and

management assessments. The Customer is authorized to convince itself of the effectiveness of the management system by means of a system or a process audit on the Supplier's premises. The Supplier will place its sub-suppliers under the obligation to adhere to the responsibilities taken on by the Customer as a result of this agreement.

### **3 Measures before series manufacture**

#### **3.1 Project management**

Where feasible, a project management organisation must be introduced on the Supplier's premises in which the procedure and coordination of the individual processes within a project are specified and in which the individual specialist departments are integrated. Clear and measurable targets in respect of deadlines, costs and operating numbers must be formulated and monitored.

The quality of a product is primarily determined during the development stage. For this reason, the Supplier must plan quality assurance measures in this early stage, for which the decisive criteria are as follows:

1. Planning of capacities and resources: Statement of a risk observation in respect of the ability to supply, e.g. in the event of damage to tools and machinery. In addition, calculation of the workload for manufacturing capacity and personnel planning
2. Stipulation of a manufacturing concept taking into account planned bought-in parts, external manufacturers (outsourced processes) and in-house production schedules
3. Stipulation of important and critical characteristics in respect of the product and the process. The characteristics which are especially important for the functional reliability must be identified and documented. This serves for recognizing and estimating the risk potential which must be especially considered in the further course of the project
4. Feasibility study: The evaluation of the manufacturability of the product shall take account quality, costs and deadlines.

Project details and the scope and the documentation which is to be presented must be coordinated together with the Customer.

#### **3.2 Technical documents / functional and requirement specification**

Unless the parts are catalogue parts or standardized parts, the necessary information or the necessary technical documentation shall be provided when inquiries are made or orders placed.

It is the Supplier's responsibility to ensure that the technical requirements specified by the Customer are applied. As a rule, these are CAD data, technical drawings, specifications and standards. Each product is defined by its requirements. In the event of ambiguities which relate to the content and interpretation of the technical requirements, the Supplier must immediately clarify these ambiguities through the Customer's relevant staff members in the purchasing or the project management departments.

In addition, the Supplier must maintain a system which ensures that only the latest technical documentation is used. Customer's suggestions relating to necessary additions or amendments in regard to the technical documentation shall be carefully checked by the Supplier and implemented with the objective to improve product quality and process reliability.

The Supplier undertakes to implement parts history documentation so that all alterations to the product can be fully tracked, including the date of usage.

#### **3.3 Statutory, authority and other requirements**

The Supplier shall be responsible for verifying compliance with the ultimate applicable statutory and regulatory requirements of the exporting and the importing countries as well as all product and process-related special features.

If provided by the final customer of the Customer, this also applies to specific monitoring measures required by the final customer as well as to requirements of the specified countries of destination.

The Supplier receives the relevant information. With his offer to the delivery item, the Supplier confirms its examination and compliance with the requirements. If the destination country has also been designated by the final customer and has been communicated to the Supplier, the test and supervision measures shall also apply for these.

If the Supplier has been advised that the delivery item is subject to special legal and regulatory requirements and the Customer has specified specific monitoring measures for those, the Supplier shall record these specific tests in its test documents, confirm the implementation and compliance with the measures and test plans and submit confirmation in the approval process.

Both the confirmation of the fulfillment of the aforementioned requirements as well as the implementation of the special monitoring measures are a prerequisite for the release of the delivery item.

Furthermore, the customer-specific requirements of the customer and/or its end customer are taken into account in their current version and must be fulfilled by the supplier.

The Supplier is obliged to pass on all applicable requirements also along the supply chain to its sub-suppliers up to the actual place of manufacture.

### **3.4 Prototypes**

The Customer and the Supplier shall agree on and document the manufacturing and test conditions for pre-series parts. The objective is to manufacture the parts under near-production conditions.

### **3.5 Advance quality planning**

If advance quality planning is carried out on a consistent basis, this ensures the appropriate and low-cost manufacturability of a product, which represents a considerable improvement in respect of productivity and quality capability, ultimately contributing to the benefit of the entire value-added chain.

#### **3.5.1 Product and process FMEA**

Especially FMEA (Failure Mode and Effects and Analysis) plays an important role in the strategy of preventive quality assurance. It is used for the predictive recognition of potentially serious risks (see also VDA Band 4, Teil 2, Sicherung der Qualität vor Serieneinsatz).

By the use of methodical FMEA processes, all components of a concept are subject to an analysis for potential problems. The risk priority number calculated is used to introduce specific measures to prevent errors.

FMEAs must be provided for the Customer on request.

#### **3.5.2 Planning and determination of inspection criteria / requalification**

The examination of the criteria is laid down in drawings or other documentation. Important and critical criteria must be summarized in a control and/or production control plan as part of the quality planning. Before production starts, the safeguarding details (important and critical criteria) are agreed between the Customer and the Supplier.

All products delivered to the Customer are subject to a yearly requalification. The sizes of this requalification are agreed with the Customer. In the quality planning this is to be taken into account and details are to be listed in the PLP. The results of the requalification must be provided to the Customer for inspection.

It is the responsibility of the Supplier to check the criteria specified. The Customer is entitled to specify additional test criteria.

Capability analyses must be carried out for each article and manufacturing process. In the case of processes, for which it is not possible to carry out a capability analysis, alternatives must be agreed upon with the Customer.

### 3.5.3 Planning and laying down of inspection methods and instruments

The Supplier shall ensure that all criteria can be inspected as agreed in accordance with the technical documentation. He will provide suitable inspection and measuring instruments for this purpose.

If necessary, the inspection methods and instruments will be agreed upon by the Customer and the Supplier.

### 3.5.4 Machinery and process capabilities

#### 3.5.4.1 Machine capability (short-term monitoring)

The machine capability (cmk) is used to estimate new production schedules in respect of their suitability to meet specified requirements. The determination of the cmk value is carried out on a sample of at least 50 consecutively manufactured parts. Modifications to these requirements must be agreed in writing.

The machine capability index (cmk) to be achieved must show a value of  $\geq 1.67$ .

#### 3.5.4.2 Process capability (long-term monitoring)

The process capability (cpk) is used to examine to the greatest extent all influences which can affect the process. A sufficient level of process capability has been reached when the evaluation of the measurement results shows a cpk value of  $\geq 1.33$ . In the case of non-capable processes, the products are subject to a 100% inspection.

During series production, continuous SPC monitoring must be carried out and documented for SPC criteria. Proof of process capability must be given to the Customer on request.

## 3.6 Packaging planning

All parts must be packed in such a way that damage and reductions in quality during transport and storage are prevented. This is irrespective of whoever is responsible for paying the costs of packaging.

The Supplier ensures that the goods are delivered in suitable packaging released by the Customer. Any other packaging must be agreed on in advance and released by the Customer.

In the case of packaging which is provided by the Customer, the Supplier shall maintain a stock account which shall be submitted to the Customer at any time and on request.

## 3.7 Release procedures, initial sampling

The Supplier must carry out initial or subsequent sampling for the Customer in the following situations:

- New parts
- New / changed\* place of production
- Change of Supplier/s\*
- Changes to product or process\*
- Suspension of manufacture for more than 12 months\* if requested by the Customer

*\* Subsequent sampling is required*

The provision of samples for the Customer takes place in accordance with PPF procedures in accordance with "VDA Band 2 Vorlagestufe 2" or in accordance with PPAP procedures according to "AIAG Vorlagestufe 3" (in each case as data status at the time of project completion), unless a different submission level was agreed to the responsible advance quality planner for the Customer's project management member.

With regard to the declaration of the ingredients, the Supplier shall record the material data in the International Material Data System (IMDS). The IMDS number must be noted on the cover sheet of the initial sample test report. In the case of critical criteria, proof must be provided of a capability analysis and the process capability indices (cmk and/or cpk values) must be added to the initial sample report.

The initial samples and the relevant documents (delivery note, accompanying documentation) must be clearly marked as such and exclusively handed to the Customer's purchasing department. The delivery papers must include the reference "Initial sample papers".

The first sample release by the Customer does not exempt the Supplier from its responsibilities in respect of product quality during series production. In addition, the Supplier bears full responsibility for quality and freedom from defects. An initial sample release by the Customer is a purely technical procedure and does not equate with a delivery order.

Without the Customer's prior written permission, and which, if necessary, can only be granted following a new release procedure, the Supplier is not permitted to make changes to manufacturing processes, production sites, materials, and subsuppliers of components or products. In all cases, any changes to products and/or the relevant process chain must be documented. The Supplier shall archive the relevant documentation in a way which is acceptable to the Customer.

### 3.7.1 Rejected samples

If an initial sample is rejected, corrected initial samples shall immediately be presented on the date specified. If it is not possible to adhere to the date, the Customer's purchasing department must be informed immediately and in writing. If the initial samples are not released (i.e. initial samples without any restrictions), full payment for the initial samples for tool and jig costs will not be made.

Deviations from the specifications require the Customer's written approval. This procedure represents an exception and does not apply to criteria which are crucial for proper function.

## 4 Series-accompanying measures

### 4.1 The Supplier's subsuppliers

The Supplier shall ensure that the products purchased from its subsuppliers correspond to the required quality. Consequently, the measures listed in this guideline also apply to its Suppliers.

Initial sample releases, agreements with the sub-Suppliers relating to inspections of incoming goods, Supplier assessments and visits to Suppliers are required for this purpose and must be documented in a suitable form.

### 4.2 Statistical process control on the Supplier's premises

The strategy of preventing defects instead of discovering them leads, via process analysis, to a targeted process control.

Every process is subject to variations. If processes show changes in their dispersion or location, the causes must be established and dealt with in order to ensure that the process does not get out of control. In the event that a process has got out of control, parts manufactured after the latest "IO" inspection are to be subjected to a 100% inspection, until they attain process capability again.

The Supplier shall record control and efficiency of the process and process capability and grant to the Customer insight into these records on request. The methods used for statistical process control must form a part of the Supplier's QM system.

### 4.3 Final inspections on the Supplier's premises

The purpose of appropriate final inspections is to ensure that the products supplied to the Customer are free from defects. These inspections can take place either as an inspection of outgoing goods or as an audit inspection in the case of process reliability. An incoming goods inspection shall only be carried out by the customer with regard to externally recognisable damage and externally recognisable deviations in identity and quantity; the complaint shall be on time if it is received by the supplier within a period of 5 working days, calculated from incoming goods.

The customer reserves the right to carry out a more extensive incoming goods inspection. Furthermore, the customer shall give notice of defects as soon as they are discovered in the ordinary course of business.

In consequence, the Supplier waives any objections of delay in the notification of defects.

For plastic granulates, lacquers and other defined operating materials, the respective supplier must supply the corresponding acceptance test certificates (DIN EN 10204-3.1) for each delivery with reference to the batch. The criteria for the specifications and tolerances contained therein shall be agreed upon independently by the supplier with the customer at the time of the inquiry.

#### **4.4 Assessment of Suppliers / Supplier development**

The development and support of Suppliers is achieved by means of cooperative partnership. The Customer performs, on a continuous basis, Supplier assessment based on the delivery situation (complaints), delivery reliability (adherence to deadlines and qualities) and the Supplier's ppm rate.

As a matter of principle, the Customer expects a defect-free delivery. To this extent, the Supplier pursues a strategy in order to achieve a situation of 0 defects = 0 ppm. Where useful, appropriate ppm rates can be agreed for the specific items.

If agreed objectives are exceeded, or in the event of B or C grading of the Supplier assessment, the Supplier undertakes to demonstrate and implement appropriate improvement measures.

#### **4.5 Quality records**

Quality records contain the results of inspections which have been carried out. The Supplier shall constantly maintain records relating to the inspection results for important and critical criteria and shall make these available to the Customer on request.

If required by special agreements or by the ordering documentation, the test results relating to relevant criteria shall be included together with the consignment.

#### **4.6 Documentation**

All quality records must be maintained without any omissions and be stored for an appropriate period of time. The Customer's requirements are to be observed by the Supplier one-to-one. The relevant documentation for this purpose is to be made available to the Supplier.

Besides the requalification size (see 3.4.2), the Customer-specific requirements include, among others, the designation of a product safety officer [PSB] and the information of the PSB to the Customer, if supply for VW / AUDI is made.

#### **4.7 Documentation and archiving obligation**

For FMEAs, inspection plans, process monitoring guideline control charts, laboratory inspection instructions, measurement and inspection equipment, monitoring equipment and safety testing methods the period for documentation and archiving is 10 calendar years after replacement or invalidity, unless otherwise agreed. The same applies to initial sample inspection reports.

The period of time for the archiving of documentary parts, for which documentation is obligatory, is at least 15 years after the last delivery of parts.

The documents must be stored in such a way that they are protected against external influences (e.g. fire-proof). The documents must be handed to the Customer on request (see also "VDA Band 1 Dokumentationspflichtige Teile bei Automobilherstellern und deren Zulieferanten").

In the case of parts, which are subject to the obligation of documentation and/or archiving in accordance with "VDA Band 1", the Supplier shall document, without any omissions, the quality assurance measures and results. Inspections to be carried out must be stipulated in appropriate instructions.

All documentation such as specifications, manufacturing, work or instruction plans and all instructions and records must be marked with a "D".

#### **4.8 Traceability**

The Supplier undertakes to ensure the traceability of the parts delivered according to a risk assessment. In the event that a defect is found, traceability must be possible in such a way that limitation to the smallest possible unit of quantity of defective parts/products can be carried out.

#### **4.9 Defective deliveries**

##### **4.9.1 Dealing with faulty units before dispatch**

If it becomes obvious that agreements made (e.g. in respect of quality criteria, deadlines, delivery quantities) cannot be adhered to, the Supplier undertakes to inform the Customer.

If defective parts are found within the framework of manufacturing or outgoing goods inspections, these parts must be marked immediately and stored in a restricted area.

The cause of the defect must be established and the process must be corrected. All parts manufactured since the last "correct" inspection must be subjected to a 100% inspection. Reworked batches must be inspected again, released and marked accordingly. In all cases, reworking requires a release by the Customer.

If, in exceptional cases, parts are delivered, which do not conform to the specifications, a written release must be obtained from the Customer in respect of the specific number of parts and/or for a specific period of time. In consultation with the Customer, the parts which do not conform to the specifications, must be marked accordingly.

Irrespective of the result of a special release, the Supplier shall carry out precise defect analyses for the purpose of determining the cause of the defect and introducing corrective measures.

##### **4.9.2 Dealing with defective units on the premises of the Customer**

The Customer tests the products purchased by the Supplier when delivered and solely in respect of their quantity and identity and externally visible damages. To this extent, the Customer waives objections of delays in the notification of defects.

As soon as the Customer recognizes defects in the goods supplied, it will inform the Supplier. This shall take place in written form and by means of a test report. If necessary, the Supplier will receive advance information of the defect (photo, etc.) and can request, at its expense and for the purpose of analysis, samples of the parts for which a complaint has been made.

If the supplied goods are defective, the Supplier shall immediately carry out remedial action (delivery of replacements, sorting work or reworking). The following possibilities exist:

- immediate return of the entire consignment
- sorting and reworking on-site by the Supplier
- sorting and reworking on-site by the Customer

Insofar, in the relationship between the Customer and the end customer, as there is a risk of delay in delivery, the Supplier is obliged to carry out immediately the inspection, sorting and/or reworking activities on the Customer's premises. If there is a risk of delay, or if the carrying out of such work by the Supplier would be disproportionate (distance, time), the Customer itself is entitled to carry out the measures at the Supplier's expense or to instruct third parties to do this.



#### 4.9.3 Feedback relating to complaints

In the event of complaints, the Customer shall, without asking, receive the respective 8D report on the corrective measures introduced within the deadlines stated in the inspection report. Immediate measures (D3) must be implemented within 24 hours and must be reported to the customer. All additional measures (up to D7) must be introduced within 14 days and indicated via the 8D report. Deviating deadlines (e.g. in the case of longer-term measures) can be agreed with the Customer.

In the event of major quality problems, the Customer has a right to demand the appearance of one of the Supplier's contact persons within 24 hours and on-site. If there are acute supply bottlenecks or the risk of a delivery stop the Customer is entitled to have a "resident engineer", selected by the Customer, at the Supplier's site. In particular, the "resident engineer" has the right and the task to observe the manufacturing process, to record problems, interruptions to production and the reasons for these and to work towards an improvement in quality.

#### 4.10 Cost absorption

The Supplier shall refund all inspection, sorting or reworking costs which have incurred on the Customer's or the Customer's end customer's premises to the extent that the end customer asserts these costs on the ground of defects in the delivery.

#### 4.11 Packaging and marking

Each packing unit must be marked for identification purposes with an item tag and a release note. Whenever possible, all individual items must be unambiguously marked in order to ensure traceability as far back as the raw material.

The marking of the packing unit must contain at least the following information:

- Article description
- Quantity
- Production batch
- Customer article number
- Inspection status
- Date of manufacture and filling
- Dispatcher

In the case of auxiliary materials (lacquers, primers, adhesives, activators, etc.), a "best before date" and recommended storage temperature must be marked on every packing unit.

Unless otherwise agreed, products which can only be stored for a limited period of time (e.g. adhesive die-cut components, lacquers, primers, adhesives, etc.) must indicate a minimum storage date of 12 months starting with the date on which they are received by the Customer. The Supplier must prove by means of a suitable medium that the product has not fallen below the valid minimum temperature during the storage and delivery process.

Goods which have a shorter processing period will be rejected and/or reclaimed unless there is an explicit written agreement between the Customer's scheduling department and the Supplier.

## **5 Miscellaneous**

### **5.1 Declarable substances**

The substances listed in "list VDA 232-101 Global Automotive Declarable Substance – GADSL" may only be used within the specified maximum permissible concentration. The objective must be to completely do without the substances mentioned in the list.

The "VDA 232-101" does not claim to be exhaustive and must always be used with the latest current edition.

The conditions to the declarable substances and the list can be found online under [www.mdsystem.com](http://www.mdsystem.com).

### **5.2 REACH / RoHS**

The REACH Regulation EC 1907/2006 (**R**egistration, **E**valuation, **A**uthorization and **R**estriction of **C**hemicals) and Directive 2011/65 / EU (RoHS 2 - **R**estriction of **H**azardous **S**ubstances) serves to protect human health and the environment from hazardous chemicals.

The Supplier is responsible for ensuring that the requirements of REACH and Directive 2011/65 / EU are respected. The conformity is to be proved to the Customer in a written form whenever necessary or at regular intervals (2-year cycle).

For REACH and ROHS the latest current revision is to be used by the Supplier.

Further information can be found online under

- [www.rohsguide.com](http://www.rohsguide.com) and
- [http://ec.europa.eu/environment/chemicals/reach/reach\\_en.htm](http://ec.europa.eu/environment/chemicals/reach/reach_en.htm).

### **5.3 Conflict Minerals**

Since July 2010, the US Dodd-Frank Act (Dodd-Frank Wall Street Reform and Consumer Protection Act) is legally binding. This includes, inter alia, also the disclosure and reporting obligations for Conflict Minerals.

Conflict Minerals are substances as tin, tungsten, tantalum or gold used in the products or the production and originate from Congo or the countries bordering Congo [Angola, Bu-Rundi, Republic of Congo, Rwanda, Zambia, Sudan, Tanzania, Uganda, Central African Republic].

Under this law, Suppliers in the supply chain are, under certain circumstances, obliged

- to indicate whether their products include the above-defined Conflict Minerals and, if thus,
  - whether they originate from the DRC or their above listed neighbouring countries
- to cooperate with Suppliers in order to identify other suppliers of such products
- to indicate smelting works whose feedstocks are Conflict Minerals / scrap / recyclates

In this context the Supplier is obliged to send a corresponding confirmation to the Customer on request or at regular intervals (2-year cycle) and is required to inform on eventual changes.

More information can be found on the Internet under <http://conflict-minerals.com>

### **5.4 Product liability**

The Supplier shall take out an adequate third party insurance policy which covers consequential damage resulting from its products. The minimum amount of coverage per claim must be 5 million Euro. The Customer must be informed about the actual amount insured.

The agreement relating to quality targets and measures and also intervention thresholds (failures, ppm targets as a static figure) does not exempt the Supplier from the Customer's liability for warranty and claims for damages on the ground of defects in the single deliveries.

**5.5 Severability clause**

If individual provisions in this agreement are or become ineffective or impracticable or are or become ineffective or impracticable after conclusion of the contract, this does not affect the validity of the remaining provisions of the agreement. The ineffective or impracticable provision shall be replaced by an effective or practicable provision which approximates most closely to the economic objective which the parties intended with their ineffective or impracticable provision. The above provisions apply accordingly in the event that the agreement is incomplete.

**5.6 Alterations / Court of jurisdiction**

Alterations and amendments to the quality assurance agreement must be in written form. The above text is an accurate translation of the German Quality Assurance Agreement. However, only the German Quality Assurance Agreement is valid in a place of jurisdiction.

The place of jurisdiction is Herford at the headquarters of the Heinze Gruppe. Only the law of the Federal Republic of Germany applies to the exclusion of the UN Sales convention.

**5.7 Period of validity**

This quality assurance agreement is valid for an unlimited period. However, it can be terminated by either party to the agreement in writing and with a period of notice of twelve months to the end of the calendar year. However, termination of this agreement does not affect its effectiveness in respect of current individual delivery agreements until they have been completed in full.