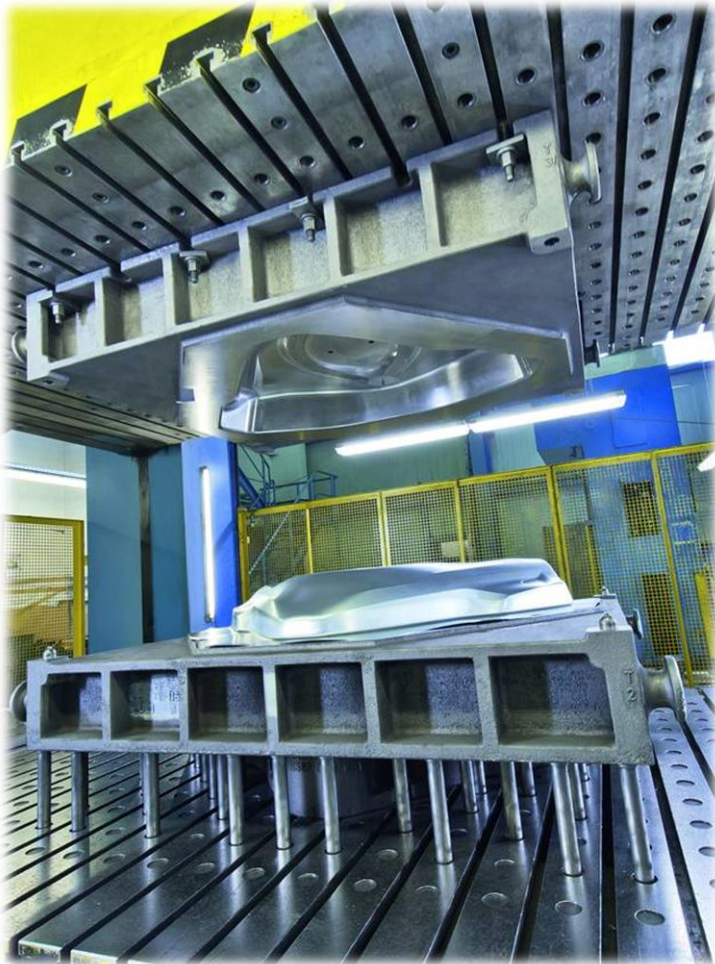


Quality Assurance Agreement (QAA)

**Company**

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1. Foreword

1.1 Intention

The success and positioning of Kieback GmbH & Co. KG on the world market are determined in a special way by the quality of our products. The purchased services have a significant influence on the quality of our products. The product quality of the suppliers directly influences our performance towards our common customer.

The application of modern quality management methods is a clear obligation for us and our suppliers. The focus here is on customer satisfaction throughout the entire supply chain. Optimum logistics, high flexibility and very good adherence to schedules and quantities round off the performance of the suppliers.

This quality assurance agreement (QAA) serves for further improvement of a successful cooperation in order to fulfil customer requirements together. It complements our contracts and applies to all suppliers of **production materials and subcontracting**.

With this QAA, the suppliers receive the principles practised by us, which show you which measures, working methods and services are necessary to achieve the status of an "A-supplier" with us on a permanent basis.

These regulations should help to deliver fault-free, functional and order-compliant, qualitatively flawless products within the specified time and to provide services to ensure the product quality of Kieback GmbH & Co. KG in the future.

For this purpose, the company Kieback GmbH & Co. KG reserves the right to carry out a process and product audit at any time, including in the case of critical projects or unacceptable reaction times on the part of the supplier.

Please read this Quality Assurance Agreement carefully and feel free to contact the Purchasing Department of Kieback GmbH & Co. KG if you have any questions. In addition, please fill in the data sheet to take note of this QAA and send it signed to your contact person at Kieback GmbH & Co. KG (**Appendix 1**: "Recognition of the Quality Assurance Agreement").

This QAA is a binding document. It is part of the contractual agreements between Kieback GmbH & Co. KG and the supplier and is already valid at the pre-contractual enquiry stage. If the QAA is not based on any changes, this also applies to future projects.

In addition, the Supplier commits to inform its subcontractors of compliance with the obligations assumed by it under this contract.

The following document uses the IATF 16949 High-Level Structure, which allows the supplier to classify the instructions more quickly.

1.2 Other existing documents

This QAA is a supplement to the existing purchasing conditions and individually agreed contracts between Kieback GmbH & Co. KG and its suppliers. The current version of the Purchasing Conditions is published at www.ksg-mobility.com and can

be downloaded by all suppliers at any time. All suppliers are required to inform themselves regularly about new revision statuses of Kieback GmbH & Co. KG purchasing conditions.

1.3 Relevant rules and regulations (Chapter: 8.4.2.2 / 8.4.2.3)

The supplier undertakes to introduce and maintain a quality management system in accordance with ISO 9001. The proof is to be furnished by a certificate of an accredited certification company.

In addition, the supplier undertakes to further develop their QM system in accordance with IATF 16949 on the basis of this QSV. A necessary step for this is the fulfilment of the requirements of this QAA.

In addition to the requirements of ISO 9001 and the applicable requirements of IATF 16949, the supplier undertakes to implement the relevant legal and official requirements relating to the environment, occupational health and safety, energy and information security in their management system in a suitable manner so that no negative effects or damage are caused to Kieback GmbH & Co. KG and these topics are also subject to constant improvement.

The Kieback GmbH & Co. KG is committed to maintaining a socially and environmentally responsible supply chain. We will therefore take all necessary steps to avoid minerals of illegal and unethical origin in our products.

In general, you are obliged to supply us with materials that are demonstrably not radioactively contaminated and do not contain controversial minerals.

Kieback GmbH & Co. KG must be kept up to date with regard to the validity of your QM, UM and occupational health and safety management certificates. No later than two weeks after receipt of the new certificate, the company Kieback GmbH & Co. KG is to be sent a copy without request. Withdrawals must be reported within one week, if they are not reported, they may result in the system being blocked.

Compliance with valid laws is a prerequisite for our suppliers.

1.4 Code of Conduct (Chapter: 5.1.1.1)

Please refer to our Code of Conduct in the Appendix (**Appendix 6**: "Code of Conduct").

2. Guide to purchasing process

2.1 Enquiries (Chapter: 8.2.3.1 / 8.2.3.1.3)

Inquiries from Kieback GmbH & Co. KG are made in writing by email or fax. The standards and guidelines mentioned in the respective drawings and component specifications (DIN, ISO, VDA, automotive standards, etc.) are procured by the supplier independently. In the case of drawing parts, he is obliged to ensure that the documents are up-to-date at regular intervals. Furthermore, the Supplier undertakes to inquire about the intended use of the requested products (processing steps, surface coatings, etc.).

Before submitting an offer, the Supplier shall carry out a feasibility and risk analysis, taking into account its technical and capacity capabilities, which shall be submitted with the offer.

Technical, qualitative and other improvement possibilities as well as possible problems can be addressed in the offer or discussed with the responsible purchaser.

2.2 Submitting a bid (Chapter: 8.2.3.1 / 8.2.3.1.3)

In order to ensure the transparency and traceability of your quotation, we require that the scope of the quotation includes a cost-break-down and a manufacturability analysis including a risk assessment of the component to be manufactured.

Templates for the required documents are provided by the responsible purchaser in the inquiry process. In order to ensure fair competition between the requested suppliers, we can only pursue offers that have the full scope of the requested documentation. We expect the suppliers to identify possible savings potential and to note them separately as an additional item when submitting an offer.

In addition, we expect our suppliers to offer more energy-efficient alternative solutions without request if they are available. The energy efficiency is proven by an economic efficiency calculation.

2.3 Supplier self-disclosure (Chapter: 8.4.1.2)

For new suppliers, we need detailed information about your company, independent of a personal visit to your premises. For this purpose, a self-disclosure questionnaire must be completed (**Appendix 3: „Lieferantenselbstauskunft“**). Kieback GmbH & Co. KG is to be notified of any significant changes in writing. We expect the attached questionnaire to be sent in an updated form. The LSA will be re-sent every two years. Here, too, the supplier is requested to process this and make it available to our purchasing department.

2.4 Supplier self-audit (Chapter: 9.2.2.3)

The company Kieback GmbH & Co. KG requires its suppliers to carry out a self-audit in accordance with VDA 6.3 at least once a year (validity period maximum 12 months) for all process steps of the production process carried out for Kieback GmbH & Co. KG for the ordered product groups.

2.5 Nomination of suppliers (chapter: 8.4.1.2)

The decision to nominate is made by the purchasing, project management and quality management departments in a multidisciplinary approach. The business relationship is based on the blanket orders concluded by Purchasing.

2.6 Frame Orders / Individual Orders / Delivery Call-offs (Chapter: 8.4.3.1)

Order documents will be provided by Kieback GmbH & Co. KG will be forwarded to you in writing (by email, fax or EDI) and will be based on our terms and conditions of purchase.

In addition to this guide, the following documents are an integral part of the contract for purchased parts and services:

- Blanket purchase agreement
- Delivery schedule
- Order
- Order text
- Drawing (data record, if applicable)
- Trade receivables

All claims contained in the order documents must be met in full by the supplier. In case of ambiguities, the supplier is obliged to contact the purchasing department of Kieback GmbH & Co. KG in order to obtain clarification.

Framework orders are usually sent to the supplier by email, a signed copy is to be returned to us as an order confirmation within 10 days. If no written confirmation is received within the specified period, the blanket purchase agreement with all its scope shall be deemed to have been accepted. The period begins with the date of dispatch. Supplier order confirmations for blanket placed orders shall not be recognised.

For placed blanket orders, you will receive delivery schedules from our Material Management according to our requirements. If we do not receive any feedback by e-mail to the sender within 2 days, the delivery dates are considered accepted. The quantities stated for the first month are released for production, and the delivery dates stated therein may be changed by us according to the requirements of our customers up to one calendar week prior to delivery. The delivery schedule for the second month is only a material release. The delivery schedules for the following months are a non-binding preview.

2.7 Packaging and transport (Chapter: 8.5.4.1)

The packaging is to be part specific according to aspects of logistics, quality assurance, environmental compatibility and economic efficiency. The Supplier shall package and, if necessary, preserve products in such a way that transport, storage, ageing, quality and environmental damage can be avoided. If you have not received any packaging instructions together with the blanket purchase agreement, you will be asked to submit a suitable packaging proposal no later than 2 calendar weeks after receipt of the framework agreements and to submit this to Kieback GmbH & Co. KG for a decision. The delivered parts must always be preserved in such a way that no corrosion / flash rust occurs when stored inside for at least 4 weeks, even in unfavourable weather conditions. All cardboard boxes, KLTs and other transport packaging must be provided according to the current VDA 4902 according to the following scheme:

No.	Field name	Description of the	Default
1.	Consignees	1. Line Name	Kieback GmbH & Co. KG
		2. Line Country, postal code, city	D-49084, Osnabrück, Germany
		3. Line Street, No.	Kiebitzheide 2-4
2.1	Unloading point		to be documented individually; specification from (frame) order; e.g. goods receipt logistics & dispatch
2.2	Storage location		to be assigned individually; specified by MB
2.3	Consumer location		to be assigned individually; specified by MB

2.4	Consignees		Unloading point and storage location must be specified
3.	Delivery note number		It is absolutely necessary for the supplier to state the current version (no frame order number!!!)
4.	Supplier address		Short form is sufficient if the information is clear
5.	Net weight		Indication in kg
6.	Gross weight		Specification in kg
7.	Order number		the complete and correct order number must be entered here
8.	Filling quantity		per package
9.	Supplier number		Specification by us
10.	Date		indicate the shipping date ("YYYYY.MM.DD")
11.	Batch number		Mandatory field; allocation by manufacturer/supplier

Each delivery must be accompanied by a delivery note and a free material certificate 3.1 in accordance with EN 10204 and must also be made in accordance with the FiFo principle.

The supplier must archive the records on the quality and environmental compatibility of the materials and products in accordance with VDA Volume 1.

The records shall be kept by the supplier Kieback GmbH & Co. KG upon request. Details will be discussed between Kieback GmbH & Co. KG and the supplier by mutual agreement.

2.8 Regressing (Chapter: 8.7.1 ff.)

Recourse is always necessary if the supplier causes Kieback GmbH & Co. KG, an additional expense in the form of travel expenses and expenses for auditors is incurred, which does not lead to the required result (target fulfilment) at the supplier. Recourse is made as a lump sum for domestic and foreign travel expenses, depending on the daily expenses incurred (number of workdays of the auditors at the supplier) and the travel expenses.

In the following cases, recovery of the additional expenditure is intended:

- If a process audit has to be carried out due to non-compliance with the supplier's agreements.
- If a self-assessment of the supplier cannot be confirmed by a self-audit in the process audit.
- If A-classification is not achieved within the time agreed in the action plan and an additional process audit becomes necessary (see 3.9).

- In the event of significant process changes and also changes in the supply chain or outsourced process steps, which make it necessary to re-sample or assess quality capability.

3. Quality Guide

3.1 Quality planning (Chapter: 8.3 ff.)

The usual standards (VDA, APQP, FMEA, PPAP, SPC, MSA) must be observed for quality planning and implementation. In the case of new developments, the standard to be applied is defined within the framework of project management.

The supplier undertakes all possible organisational and technical measures to ensure and continuously improve product and material quality. In addition, we expect them to have implemented a risk analysis process in their organization and to document its implementation. Quality planning is based on the VDA volumes, the requirements of ISO 9001 and APQP respectively. We expect each supplier to use appropriate quality planning methods, and it is essential that an FMEA is prepared for the products supplied and the manufacturing processes are defined for this purpose. Kieback GmbH & Co. KG expressly reserves the right to inspect this FMEA.

Especially in the case of process-critical features and functions, Kieback GmbH & Co. KG is required to carry out timely and detailed coordination of the test procedures and methods within the framework of advance quality planning. For new materials and products, the supplier shall subject all characteristics specified in the technical documentation to the specific tests. The test results are documented and fully proven. Non-measurable characteristics shall be noted separately.

The supplier shall ensure that a trained Product Safety Officer is present in the organisation and appointed by Kieback. In addition, the PSO must be involved in the testing of the characteristics and requirements of the products.

For new materials and products, the supplier must subject all legal and official requirements specified in the technical documentation to the specified tests. Non-measurable requirements shall be noted separately. In addition, the supplier is required to independently check the products for legal and official requirements.

Kieback GmbH & Co. KG reserves the right to make further agreements with the supplier in the form of contracts or part-specific quality assurance agreements. All measures must be aimed at ensuring timely delivery and error-free production. Kieback GmbH & Co. KG requires its suppliers to demonstrably plan and implement measures to fulfil the "zero defect" strategy.

The results of the quality planning shall be documented.

3.2 Certificates of Ability (Chapter: 9.1.1.1 / 9.2 ff.)

The work sequences and equipment shall be designed in such a way that these characteristics can be produced process capable. The process capability is proven if the CpK, PpK factor is $\geq 1,33$. The CpK, PpK factor is specified in the initial sample test report and is verified in series by statistical process control.

If no proof of process capability can be provided at the time of the initial sampling, we expect proof of the short-term machine capability test from $CmK \geq 1.67$ on the basis of a random sample of 25 components.

The verification is free of charge for Kieback GmbH & Co. KG upon request.

If the process capability for the specified characteristics can no longer be proven during series production, in exceptional cases, in agreement with Kieback GmbH & Co. KG-Qualitätsmanagement, a 100 % outgoing inspection can be accepted for a transitional period. In these cases, the test schedule must be corrected and an action plan for regaining process capability must be determined.

The supplier regularly carries out internal system, process and product audits in accordance with the guidelines of IATF 16949, DIN EN ISO 9001 or VDA guidelines in all areas of the company, which influence the manufacturing process of the products supplied to Kieback GmbH & Co. KG.

3.3 Production process and product release (Chapter: 8.3.4.4)

The evaluation of the manufacturing processes and the initial sample inspection form the basis for the production process and product approval.

The planning and implementation of controlled, capable processes is an essential component of quality planning for new products. For all testing activities, only testing equipment with a sufficiently small uncertainty of measurement may be used. The verification of the test equipment capabilities according to MSA or VDA 5 shall be prepared and sent to Kieback GmbH & Co. KG upon request.

The execution of the quality planning activities is verified by documents and records in accordance with the specified initial sample approval process. The basis for this is VDA Volume 2 or PPAP. A series delivery may not be carried out without the approval of Kieback GmbH & Co. KG

Deliveries prior to an initial sample approval must be clearly marked with the corresponding delivery approvals. If in exceptional cases products that do not conform to specifications have to be delivered, the supplier must contact Kieback GmbH & Co. KG Quality Assurance to obtain written approval. If a deviation authorisation or special approval has been granted, this must be included in the delivery.

3.4 Initial sample approvals (Chapter: 8.6 ff.)

According to VDA 2 or PPAP, initial samples are parts manufactured completely under series conditions which are tested by the supplier with regard to all defined characteristics.

Initial samples are supplied by Kieback GmbH & Co. KG Purchasing with a separate order or as a separate item in the blanket order. The type and scope of the initial sampling to be carried out shall be made available to the supplier by means of a BAG form. The first samples are delivered to the quality management with a marking as the first sample.

If no initial sample quantity is specified in the order, at least 10 sample parts, in the case of multiple moulds 10 parts from each cavity shall be submitted for evaluation.

The documentation to be supplied is based on the order. This must always contain information about the machine to be used in the series (incl. machine number).

For all submission levels, the material data must be entered in the IMDS (International Material Database System) to record the contents.

The measurement report must be prepared for all dimensions of the product drawing, in the case of multiple moulds for each cavity. The measured values shall be assigned to the individual samples. Additional requirements (e.g. part life cycles, presentation of product-specific measuring equipment and their measuring equipment capability, packaging plans) can be agreed on within the framework of advance quality planning when the order is placed. The special requirements for the proof of process capability for functional characteristics are to be observed by the supplier.

Initial samples will be rejected if the requirements provided are not met. Reasons for rejection may be:

- Incomplete, false or missing documents
- Non-approved target/actual variances
- Missing IMDS data

The supplier shall bear the costs for renewed sampling.

Series deliveries may only be made after initial sample approval has taken place.

3.5 Series production (Chapter: 9.1.1 ff.)

In order to control and monitor quality during production, tests must be carried out in all production areas in accordance with the supplier test schedule and the supplier test instructions.

Each start of production must be approved by an authorized and qualified employee. If direct approval cannot take place, the products must always be clearly labelled and blocked.

Process inspections must be carried out and documented in such a way that trends and deviations can be identified in a timely manner.

The scope of the final inspection depends on the capability of the process, the consistency of the preceding inspections and the risk of the product.

In principle, tests must be documented:

- Scope of testing (number of products and characteristics tested)
- Test result (actual measured values, scrap quantities, defect types and proportions)
- Test decisions (approvals, special approvals by Kieback GmbH & Co. KG, rework, rejects, return delivery)
- Results of repeated tests for reworking
- Deviations from specified process parameters with initiated measures
- Results from 100% tests

The supplier shall inform Kieback GmbH & Co. KG about changes in the production process or procedures or relocation of the production in writing. Depending on the type and extent of the change, Kieback will decide whether new samples are required or not.

3.6 Faulty parts (Chapter: 8.7 ff. / 4.4.1.2)

3.6.1 Quantitative deviations

The quantity to be delivered according to the delivery call-off or order must be strictly adhered to. Deviations (e.g. in order to use up residual material) are not permitted without the permission of Kieback GmbH & Co. KG.
Scrap parts must not be calculated.

3.6.2 Qualitative deviations

Irrespective of the outgoing goods inspections to be carried out by the suppliers, Kieback GmbH & Co. KG carries out random tests according to the following criteria:

- Identity verification
- Visual inspection for visually identifiable transport damage
- Quantity check

Everything Kieback GmbH & Co. KG identifies as faulty will be sent back. Immediately after the negative test result, you will receive information by email including a photo of the defect characteristic. A detailed test report will follow within one working day. The supplier's statement is then made with help from the 8-D report within the specified time window:

- The immediate measures must be communicated and effectively implemented within 24 hours of receipt of the complaint report.
- Within 5 working days after receipt of the complaint report, the corrective measures or short-term remedial measures are to be communicated and initiated.
- The effectiveness of the short-term remedial measures must be demonstrated within 10 working days.
- Long-term remedial measures/preventive measures must be communicated and initiated within 10 working days. Their proof is based on the binding planning of measures.

Complaints which have not been responded to in writing by the supplier within 5 working days will automatically be classified as accepted by Kieback GmbH & Co. KG.

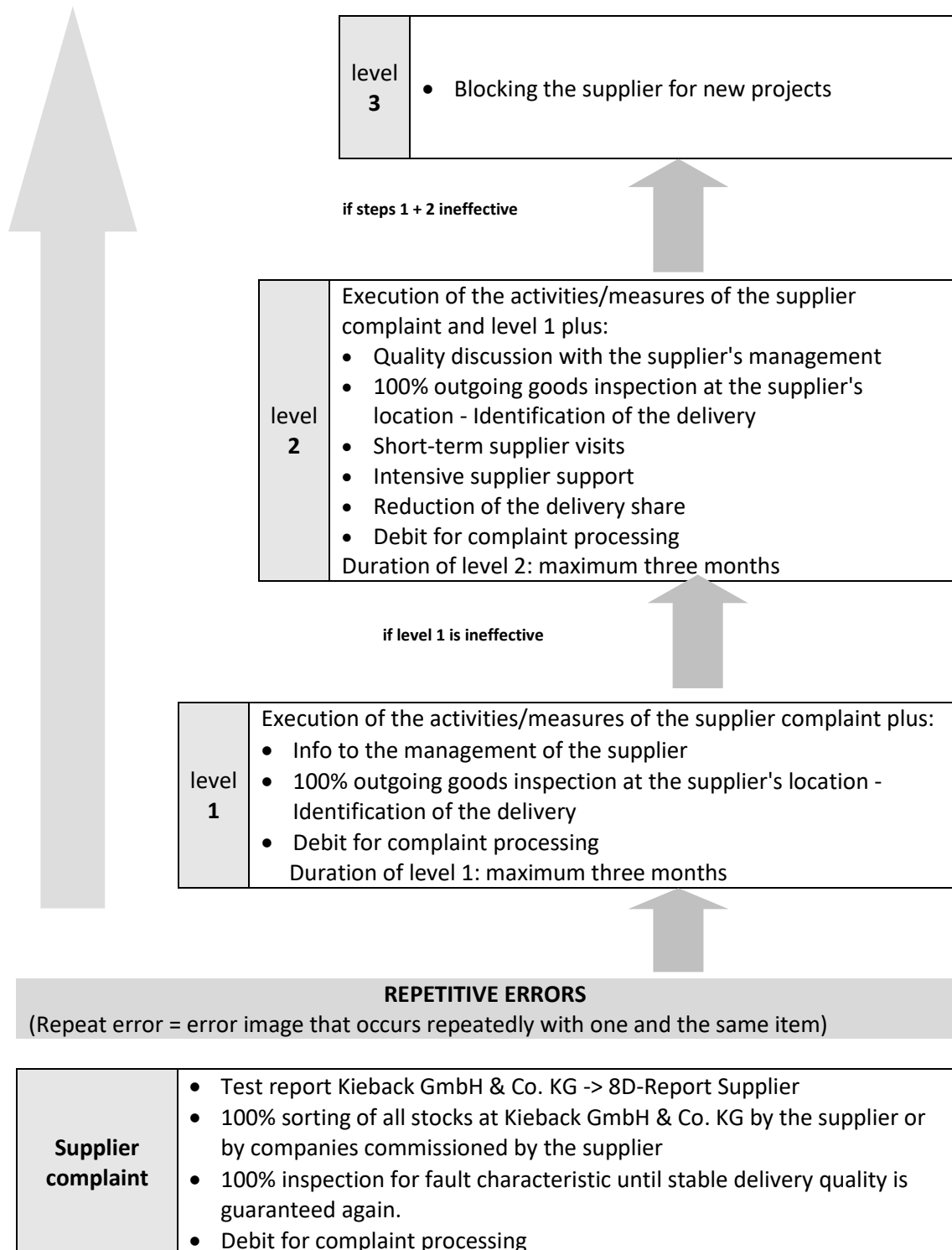
To avoid production stoppages at Kieback GmbH & Co. KG, the delivery of faultless parts has the highest priority. For this reason, suitable measures must be taken within the shortest possible time in order to repair or replace the equipment, e.g. to avoid impending production stoppages. For this purpose, Kieback GmbH & Co. KG may have the reworking/sorting work carried out by a third party in coordination with the supplier. The costs arising from this complaint shall be carried by the supplier:

- Sorting costs
- Reworking
- Production disruptions at Kieback GmbH & Co. KG
- Production disruptions at the customer's site
- Special trips for transporting finished parts to customers
- Special trips for remedied parts to Kieback GmbH & Co. KG

-
- Special trips to service providers (for further processing of items, e.g. coatings) so that customer deadlines can be kept
 - Complaint related process approvals
 - Other services related to the complaint (e.g. material analyses)
 - Audit report costs

3.6.3 Escalation plan

In the case of frequent complaints and repetitive errors, we assume that processes were not properly performed by the supplier, that inspections were inadequate and that employees were not sufficiently qualified for the work until the supplier refutes such claims. The resulting additional effort and costs can be avoided and are to be eliminated as quickly as possible. The following escalation plan consists of three escalation level and shows you the necessary activities, reactions and consequences for delivery of non-agreed quality:



3.7 Procurement from subcontractors (Chapter: 8.4.2.5 / 8.4.3.1)

If the supplier can only fulfil their delivery obligation if they purchase products or product processing from subcontractors, Kieback GmbH & Co. KG is to be informed in writing before implementing the measures. Only after written approval by Kieback GmbH & Co. KG, is the supplier then permitted to implement their desired measures. All verifications and changes are to be displayed in accordance with VDA Volume 2. The supplier is requested to send an overview of the supply chain and to send approval of the supply chain to Kieback GmbH & Co. KG.

The basis for this approval is that the supplier makes the contents of the customer requirement known to his subcontractors and ensures that the requirements are known, understood and implemented. The supplier also has the responsibility for subcontractors specified by Kieback GmbH & Co. KG and their products or services.

A system according to IATF 16949 or ISO 9001 with and without VDA 6.1 for the selection, evaluation and approval of subcontractors is necessary for the procurement of products from subcontractors. The subcontractor should maintain at least one certified QM system according to ISO 9001.

If there is no valid certification or auditing according to IATF 16949, ISO 9001 with and without VDA 6.1 of the subcontractor or a current quality problem (notification of defects), an auditing of the subcontractor by Kieback GmbH & Co. KG, or together with a Kieback GmbH & Co KG customers at any time after appropriate notice is possible.

3.8 "A" parts (chapter: 8.2.3.1.2 / 8.3.3.3)

"A" parts are products for which special requirements for verification apply. These products and the characteristics concerned are identified accordingly in the documentation/drawings.

Kieback GmbH & Co. KG requires a retention period of at least 15 years for all proofs or quality-relevant documents of "A" parts. A suitable medium for this archiving must be used. In addition, customer-specific requirements must be taken into account. Should the customer demand a longer storage period, this must be observed. When archiving, care must be taken to ensure that specification documents differ from quality records (e.g. test records). In addition, the supplier is required to independently inspect the products for special characteristics.

In consultation with the supplier, Kieback GmbH & Co. KG can require verification of special features of the machines and process capabilities.

3.9 Evaluation of quality performance / supplier evaluation (Chapter: 8.4.2.4)

Kieback GmbH & Co. KG carries out inspections of goods. The scope and intensity of testing are determined by the quality assessment of the respective product. In each case, a quantity and identity check is carried out, as well as an assessment of the integrity of the packaging. Deliveries or partial quantities which have been rejected due to faults by Kieback GmbH & Co. KG and cannot be accepted, are included in a ppm rating.

Furthermore, the logistics service (date, quantity, etc.) will be evaluated. The results of these tests flow into a supplier evaluation, which is carried out by the purchasing department of Kieback GmbH & Co. KG on a quarterly basis. Further assessment criteria are the supplier's environmental management, occupational health and safety management and energy management.

The performance of the above evaluation criteria is evaluated differently and leads to an overall result which classifies the supplier as an A, B or C supplier. The supplier evaluation is based on the following structure:

Service group	Criteria	Area of coverage	Weighted percentage
Quality performance	Complaint frequency	Purchasing	15%
Quality performance	ppm numbers	Incoming goods	8%
Logistics	Adherence to delivery dates and quantities	Purchasing	17%
Quality performance	Special trip frequency	Purchasing	5%
Communication	Cooperation with suppliers	Purchasing	12%
Quality	Existing quality management certificate	Quality Management	25%
Environment	Present environmental certificate	Environmental management	3%
Industrial safety	Present health and safety certificate	Occupational health and safety management	3%
Energy	Present energy management certificate	Energy management	2%
Incidents at the customer	Deliveries put on hold Returns Warranty claims Field failures Recalls	Purchasing	10%

Suppliers who receive an overall rating of $\geq 85\%$ are classified as A suppliers. Suppliers with a result of $\geq 65\%$ receive the classification as a B supplier and below that a classification as a C supplier.

The result of the supplier evaluation shall be communicated to the supplier in writing.

We expect suppliers with a C-classification to submit a plan of action within 14 days, including a meaningful root cause analysis (e.g. using 5-Why), on how to improve your status to A or B. The implementation of the improvement measures and the sustainable effectiveness are to be verified by the supplier and made available on request.

The company Kieback GmbH & Co. KG reserves the right to carry out an audit at the supplier's premises in the event of a C classification. The type and scope of the audit shall be determined by Kieback GmbH & Co. KG Purchasing and Quality Management, and the date is agreed on individually with the supplier.

In the meantime, the supplier must define special measures to ensure product quality (e.g. time-limited 100 % inspections) and work with Kieback GmbH & Co. KG to reach an agreement. In the event of persistent quality defects, Kieback GmbH & Co. KG shall arrange for the involvement of third parties for a 100 % inspection of the delivered products.

The supplier undertakes to assume the responsibility for the work carried out by Kieback GmbH & Co. KG, such as measurement, sorting, reworking, special shifts, special transports, travel costs or special costs such as complaint visits, process audits or repeated product or process acceptance at the supplier. In the event of persistent quality or logistics problems which cannot be eliminated sustainably by joint measures, we expressly reserve the right to review the entire business relationship. Reasons for this can be among others:

- Considerable deterioration in the quality of the parts
- Considerable missed targets
- Poor implementation of system requirements
- Insufficient response times
- Non-compliance with Kieback GmbH & Co. KG specifications

3.10 Audit (Chapter: 8.4.2.4.1)

Reasons for supplier audits can be:

- The selection of new suppliers
- Monitoring of the running series
- Quality problems in series production
- Requirements of our customers

The supplier undertakes to process the deviations defined in the audit report in the form of an action plan and to implement them on schedule in order to improve quality and to communicate them when they are up to date.

The OEM's have the possibility to carry out an audit at the supplier, which can be registered 24 hours in advance. This possibility exists if problems have arisen during production or in the area of shipping.

3.11 re-qualification tests (Chapter: 8.6.2)

All products to be supplied must undergo a complete dimensional and functional test annually in accordance with the supplier's production control plans, taking into account the customer's applicable specifications for material and function.

Confirmation of this re-qualification test is given by presentation of the cover sheet VDA First Sample Report or Initial Sample Warrant (PPAP). A reconfirmation by Kieback GmbH & Co. KG does not take place.

The decisive factor for the re-qualification tests is the time of the initial sample approval; i.e. no later than 12 months after the last initial sample approval, Kieback GmbH & Co. KG is to be supplied with the corresponding documentation without request.

If the qualification documents are not presented, a written reminder will be sent by Kieback GmbH & Co. KG at the supplier's expense.

4. Confidentiality (Chapter: 8.1.2)

Kieback GmbH & Co. KG stands by the philosophy of maintaining open and constructive contact with suppliers. It must therefore be ensured that our know-how or the know-how we have developed together is not passed on to third parties. Our business partners undertake not to use any Kieback GmbH & Co. KG Internal information without authorization. Please refer to our confidentiality agreement in the appendix (**Appendix 5**: "non-disclosure agreement").

5. Appendices

Appendix 1: **Acknowledgement of the Quality Assurance Agreement (QAA)**

Appendix 2: **Purchasing conditions**

Appendix 3: **Non-disclosure agreement**

Appendix 4: **Logistics guide**

Appendix 5: **Sustainability guideline**

Appendix 1: Acknowledgement of the Quality Assurance Agreement (QAA)

We hereby confirm that we accept the quality assurance agreement of Kieback GmbH & Co. KG and acknowledge it.

Place / Date

Supplier / Company stamp

Signature

Please complete this page and return it by e-mail to: n.vossel@ksg-mobility.com

Or send a copy of this page filled out back to :

Kieback GmbH & Co. KG
Dept.: Purchasing
Kiebitzheide 2-4
D-49084 Osnabrück, Germany

Appendix 2: Purchasing Conditions

See also applicable documents. If the "Conditions of Purchase" is not available, the purchasing department of the Kieback GmbH & Co. KG company is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

Appendix 3: Non-Disclosure Agreement

See other applicable documents. If the "non-disclosure agreement" is not available, the purchasing department of the company Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

Appendix 4: Logistics Guide

See other applicable documents. If the "Logistics Guide" is not available, the purchasing department of Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

Appendix 5: Sustainability guideline

See other applicable documents. If the "Sustainability guideline" is not be available, the purchasing department of Kieback GmbH & Co. KG is to be contacted (Tel.: +49 (0) 541 95 70 6 26).

Rev.	Change	Modified by	Tested by	Approved by	Date
01	Creation	Mr. Ozolnieks	Mr Hane	Mr Hane	14.08.2018
02	Logo changed	Mr. Ozolnieks	Mr Hane	Mr Hane	08.04.2019
03	Supplier guide linked to the quality assurance agreement	Mr. Ozolnieks	Mr Hane	Mr Hane	23.05.2019
04	Website changed	Mr. Ozolnieks	Mr Hane	Mr Hane	14.06.2019