

# Quality Assurance Agreement and Code of Conduct

## SUPPLIER: \_\_\_\_\_

### 1. Objective of this QAA

This agreement, referred to as the 'Quality Assurance Agreement and Code of Conduct' (abbreviated to 'QAA'), is intended to help avoid quality issues, ensure smooth processes between the contracting parties and minimise costs by describing the minimum requirements for the Supplier's quality management system.

Through the Code of Conduct, we want to ensure that our suppliers adhere to specified standards for safe working conditions, fair and respectful treatment of employees and ethical practices. This essentially includes the following issues and their demonstrable implementation (details under clause 11.5):

#### o **Social and environmental responsibility**

Exclusion of forced labour – Prohibition of child labour – Fair remuneration and working hours – Prohibition of discrimination – Occupational safety – Complaints mechanisms – Dealing with conflict materials – Dealing with industrial water, air emissions, waste and hazardous substances – Reducing raw materials and natural resources – Dealing with energy consumption/efficiency

#### o **Ethical business conduct and compliance**

Confidentiality/data protection (see clauses 3 and 12) – Intellectual property – Integrity/bribery and avoidance of conflicts of interest

As part of the contractual provisions between the Purchaser and the Supplier, the QAA defines the technical and organisational framework conditions and processes that are required to achieve the desired quality objectives.

**The Supplier shall ensure strict compliance with this Agreement, also with regard to the Supplier's product liability and warranty obligations.**

### 2. Applicability of the Agreement

**2.1 This Agreement shall apply to all orders between the contracting parties.**

2.2 Should any provision of this Agreement be or become invalid, the remainder of the Agreement shall remain unaffected. In such cases, the contracting parties undertake to replace the invalid provision without delay with a provision that comes as close as possible to the commercial purpose of the invalid provision.

**2.3 The present Agreement shall not replace the requirements of DIN EN ISO 9001 or DIN EN 9100, IATF 16949 or similar, nor customer standards/requirements, but shall only constitute the Purchaser's minimum requirements.**

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### 3. Confidentiality

3.1 **The Supplier and, if applicable, the Supplier's subcontractors, shall be obliged to maintain the strictest confidentiality vis-à-vis the Purchaser.** This means that no information obtained through contact with the Purchaser may be further exploited for business purposes or disclosed to third parties. This provision shall also apply after termination or cancellation of this Agreement.

3.2 The Purchaser reserves the right to take legal action and to claim damages in the event that confidentiality is proven to have been breached.

### 4. General requirements

4.1 The Supplier undertakes to comply at least with the statutory and official regulations applicable to it in each case.

4.2 The Supplier undertakes to introduce and maintain a quality management system. The preferred standard is DIN EN ISO 9001, IATF 16949 or DIN EN 9100 (as amended). **If no certificates are available (see also clause 4.4), the Supplier shall present a projected plan for the implementation of ISO 9001, or alternative quality assurance arrangements shall be agreed.**

4.3 The Supplier shall moreover be obliged to ensure the functionality of its quality management system by means of internal system, procedural and process audits. The process audit must be carried out on an event-orientated basis and/or at least once a year.

4.4 If certification by an accredited company or a positively completed audit of an aviation, automotive or industry-typical company is available, these may be accepted after examination of the specifications and results by the Purchaser. The Purchaser shall specify supplementary audits as required.

**4.5 The Supplier undertakes that it will permit, after consultation, system, procedural, product and process audits to be carried out by the Purchaser.**

**4.6 The Purchaser's quality representative, as well as the Purchaser's customer or the authorities, if applicable, have the right of access to the Supplier's production facilities, by agreement. The Purchaser shall, upon request, be granted full access to all production and quality data records** and be provided with any samples requested which relate to the product. This does not release the Supplier from its responsibility for quality.

4.7 The Purchaser reserves the right to also inspect, together with the Supplier, the Supplier's subcontractors on a mutually arranged date. This shall also be granted to the Purchaser's

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customer, if applicable. The Supplier shall not, however, hereby be released from its responsibility towards the subcontractor and the Purchaser.

**4.8 The Supplier shall endeavour to organise quality assurance measures with its subcontractors in line with this Agreement.** Alternatively, the Supplier must ensure the quality of subcontracted supplies by its own means.

4.9 If product enquiries are received, a feasibility analysis is to be carried out at the earliest possible opportunity. **Any requests for changes or any ambiguities must be clarified with the Purchaser immediately. Tendering shall be deemed to be a declaration of consent. Changes to the product and/or process definitions/documents shall be reported to the Purchaser in advance and, if necessary,** approval shall be obtained, if applicable also from the customer.

4.10 The Supplier shall ensure that all persons involved are aware of:

- their contribution to product safety;
- their contribution to the conformity of products and services;
- the importance of ethical behaviour.

4.11 The Supplier shall ensure that no counterfeit products are placed on the market.

### 5. Control of documents and reference samples

**5.1 Management systems and their performance must be documented for evidence and for review by the Purchaser.** The records must include all quality assurance measures from the receipt of the order to the delivery of the finished delivery object in order to enable perfect evidence in case of claims.

**5.2 If the Purchaser informs the Supplier that the product to be delivered is subject to special storage requirements, the Supplier shall comply with the Purchaser's special requirements.**

5.3 Other quality records shall be kept for at least fifteen years after creation.

**5.4 The Supplier agrees to disclose all process and product records to the Purchaser without undue delay upon request.**

5.5 The Purchaser must be notified in advance if product-relevant documents need to be passed on to subcontractors and if this needs to be approved by the Purchaser, as necessary.

5.6 The Purchaser shall be provided with certificates of origin, test certificates and any relevant documentary evidence, correspondence and reports in German (or, if necessary, in English).

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**5.7 All data and documents shall be transferred digitally to the Purchaser in the event of bankruptcy of the Supplier, cancellation of the contract or other termination of the contract.**

**6. Procurement**

**6.1 All subcontractors of the Supplier who supply primary materials or raw materials should be certified according to DIN ISO 9001 (current version) or a comparable standard.**

6.2 The required quality certificates and specifications must accompany the delivery note for each delivery.

**7. Purchaser's discharge from liability**

**7.1 The Supplier shall be responsible for the outgoing inspection and thus for flawless deliveries in conformity with the order.**

**7.2 The Supplier shall be fully liable for its subcontractors.**

**8. Treatment of products that are defective or suspected of being defective**

8.1 If a defect is detected at the Purchaser's or its customers' premises, a report or test report (hereinafter referred to as a 'Complaint') shall be drawn up.

**8.2 The complaint is to be processed by the Supplier using an 8D Report.**

8.3 The Purchaser shall inform the Supplier whether the defective products can be installed, separated out or reworked with reservation or whether they must be scrapped.

**8.4 The Supplier is obliged to separate out or rework defective deliveries at its own expense so that the Purchaser does not incur any loss (e.g. production downtime).**

**8.5 The Supplier must establish whether there are any other products suspected of being defective at the Purchaser's premises or in transit to the Purchaser and inform the Purchaser accordingly.**

8.6 If the Supplier has work carried out by third parties, the Supplier shall not be released from the task of instruction, disposition and the necessary replacements.

8.7 Lots which are sorted or reworked after a complaint are to be marked accordingly on the delivery papers and the packaging in each case, with a reference to the number of the complaint.

**8.8 The Purchaser's incoming goods inspection/purchasing department must be notified immediately if the Supplier detects defects at its premises which could also affect components already delivered. Any measures taken must be notified.**

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8.9 The Supplier has the option of requesting a special approval from the Purchaser for defects detected at its premises prior to delivery of the products. Approval shall be based on the number of units and/or the time period. **Any deviation approval granted on one occasion shall not entitle the Supplier to tacitly deliver parts with this deviation in the event of a repetition of the deviation. The Purchaser reserves the right to reject applications for special approval for a specific feature in the event of an excessive number of such applications.** A written statement with relevant measures shall be sent to the Purchaser for each application for special approval. Deliveries must always be marked with the special approval granted on the product and the delivery papers.

### 9. Traceability

**9.1 All measurement and test results as well as process data must be clearly assignable to defined batch and production lots and, if applicable, serial numbers etc.** The products are to be delivered separated by batch or production. Mixing of batch or production lots is not permitted. The production lot or batch identification must be shown on the containers, the delivery documents and, if possible, on the parts themselves. **Unless otherwise specified by the Purchaser, the Supplier shall maintain an adequate system for tracing and labelling.**

### 10. Handling, storage, packaging, preservation and shipping

**10.1 The products and/or transport containers must be marked in such a way that they can be clearly identified and any confusion/mixing is ruled out.**

10.2 Each independent packaging unit must be clearly marked with a non-detachable goods tag.

10.3 Any transport labels or goods tags on packages and load carriers that are not up to date must be removed by the Supplier before delivery to the Purchaser in order to avoid misunderstandings.

**10.4 In addition to a unique identifier, the delivery documents for the Purchaser must contain the order number, order item and number of items etc. Where necessary, deliveries shall be labelled with the expiry date and/or storage temperature or storage conditions.**

### 11. Environmental protection and occupational safety

11.1 Insofar as is compatible with the technical requirements, the parts must not contain any components that are hazardous to health, a nuisance and/or harmful to the environment.

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If this is unavoidable, a fully completed EC safety data sheet in accordance with EC Directive 91/155/EEC must be sent to the purchasing department with the tender. This shall also apply to the packaging used. The release is effected with the sampling. In the case of changes to the products to be delivered, the same shall apply.

11.2 The Supplier undertakes to optimise the use of energy, production materials and resources as far as possible during production, and to limit the waste of residual materials in construction and processes. Whenever justifiable for cost, safety, technical and quality reasons, the Supplier shall give priority to the use of production materials that can be recycled after use.

11.3 Any waste produced shall be recycled in an ecologically sound manner or, if such recycling is not possible, disposed of in an environmentally friendly manner.

11.4 The Supplier undertakes to comply at least with the statutory and official regulations applicable to it in each case.

Certification in accordance with ISO 14001 (Environmental Management System) and ISO 45001 (Safety at Work) is recommended.

**11.5 Supply Chain Directive “CSDDD Corporate Sustainability Due Diligence Directive” (EU) 2024/1760 regulations – different transition periods apply depending on the size of the company. If none of the limit values in the list below apply to you as a supplier or to other suppliers in the supply chain (even if no national laws require them), only requirement 11.5.1.1 under clause 11.5 is not relevant:**

- from **26.07.2027**, companies with more than **5,000 employees and a turnover of EUR 1.50 billion**.
- from **26.07.2028**, companies with more than **3,000 employees and a turnover of EUR 0.90 billion**.
- from **26.07.2029**, companies with more than **1,000 employees and a turnover of EUR 0.45 billion**.
- **National laws:** may set **other (possibly lower) limit values** (no. of employees/turnover).

**11.5.1 Due diligence obligations – Due Diligence Policy:** Suppliers and business partners as well as their business partners (upstream and downstream supply chain/activity chain) are obliged to comply with due diligence throughout the entire value chain.

If a violation of human rights and/or environmental obligations is identified, suppliers and business partners must take appropriate measures to identify, prevent, mitigate, eliminate or minimise the negative impacts on human rights, working conditions and/or the environment.

**11.5.1.1 Dissemination to business partners** along the entire supply chain: The company concerned (supplier or business partner) must pass on the due diligence obligations along the supply chain. This includes both the upstream and downstream activity chains. The size of the company is immaterial.

**11.5.2 Risk-based review and prioritisation involving stakeholders:**

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- Which risks are the most serious?
- How likely are negative effects?
- Comprehensive stakeholder involvement

#### 11.5.3 Communication of progress:

- A report must be prepared and published annually regarding the fulfilment of due diligence obligations, and ongoing progress with regard to them must be documented.
- Creation of a climate transformation plan that ensures that the business model and strategy of the company (suppliers and business partners) are aligned with the Paris climate goals.

## 12. Information security

12.1 The Supplier shall undertake to maintain an appropriate level of information security at state-of-the-art level in order to protect the Purchaser's information, systems, material and intangible company assets from damage in the context of its activities as a supplier. Where applicable, the Supplier/service provider further guarantees compliance with the requirements of the EU GDPR.

12.2 The Supplier shall provide evidence of this, either through valid information security certification (e.g. according to ISO 27001 or a label according to VDA ISA) or through corresponding self-disclosure before the start of the business relationship and, upon request, also during the business relationship within a reasonable period of time.

12.3 The Supplier shall ensure the availability, integrity, authenticity and confidentiality of its information technology systems, components and processes as well as all information and data in order to prevent, identify, assess and resolve any disruptions to the contractual services which are relevant to information security.

12.4 The Supplier is obliged to protect all information, systems and, if applicable, means of access of the Purchaser from access and knowledge by unauthorised persons through appropriate technical and organisational measures and to check the effectiveness of these measures at regular intervals.

12.5 The Supplier shall use the information, system access and, if applicable, means of access exclusively in accordance with and for the performance of the contract, and shall only make them available to employees who require the information, system access and, if applicable, means of access for the purpose of performing the contract and who are themselves subject to a confidentiality obligation.

12.6 The Supplier shall not permit third parties to access the Purchaser's information, system access and, if applicable, means of access either directly or indirectly. Under the meaning of this regulation, "third parties" do not include subcontractors appointed, provided that they are subject to a confidentiality obligation and can demonstrate an appropriate level of information security.



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12.7 If the Supplier acts as a processor for the Purchaser within the meaning of the GDPR, a processor agreement in accordance with the GDPR must be concluded before the order is carried out. The Supplier guarantees that the processing of personal data will take place exclusively within the EU/EEA area (the scope of the EU GDPR) within the meaning of Art. 44 et seq. EU GDPR. Deviations from this must be expressly agreed in writing with the Purchaser in the processor agreement.

12.8 The Supplier shall immediately report to the Purchaser any information security incidents affecting the Purchaser's information, systems and, if applicable, means of access. The Supplier shall remedy any deficiencies in information security within a reasonable period of time or, in the event of increased risk or danger, immediately. The Supplier shall, on its own initiative and at the request of the Purchaser, provide suitable evidence of improved information security and the elimination of any weaknesses or deficiencies, e.g. with an audit report of the Supplier by an independent qualified third party.

For the Purchaser:

RÜBIG Gesellschaft m.b.H. & Co. KG.

Franz Rübiger & Söhne GmbH & Co. KG

Wels, Austria,

\_\_\_\_\_  
Place, date, signature

For the Supplier:

\_\_\_\_\_  
Place, date, signature