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between

**Dautel GmbH  
Dieselstraße 33  
74211 Leingarten**

and

-hereinafter referred to as “Contractual Partner” -

## 1. Object of contract

1.1. This quality assurance agreement is concluded between the parties as a framework agreement for all supply contracts agreed during the period of validity.

## 2. Guarantee of quality, specifications of parts and first sample test

2.1. The products have to comply with the parts specifications stipulated by DAUTEL (e.g. data sheets, construction drawings).

2.2. SUPPLIER shall deliver first samples in advance with a first sample test report – from a lot which has been produced under serial conditions – the quantity of tested first samples of the products as determined in the order.

2.3. SUPPLIER guarantees the traceability by clear parts identification.

2.4. SUPPLIER guarantees the quality of the products in line with the examined parts specifications.

2.5. After submission of the first samples and first sample test reports DAUTEL shall carry out further tests based on random samples at its own discretion, which shall lead to one of the following decisions:

- Release
- Release with condition (FA)

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**3. Rejection, new samples necessary (AM) execution of the QM**

- 3.1. SUPPLIER shall maintain a quality management that at least complies with the recommendations of DIN ISO 9001. SUPPLIER shall produce and test the products at least according to the stipulations and regulations of this standard. Requirements, which exceed this, are stipulated in the parts specifications. SUPPLIER has to check that these conditions do not contradict their own quality management.
- 3.2. Before the delivery to DAUTEL, the SUPPLIER has to test the products according to the jointly agreed conditions (sampling).
- 3.3. SUPPLIER shall inform DAUTEL immediately in writing about changes within the processes for the quality assurance as well as about changes to materials, production processes, supplier parts, data sheets and co-applicable documents.

**4. Incoming goods inspection**

- 4.1. The test of the products before the delivery to DAUTEL, for which the SUPPLIER is responsible according to Subclause 3.2. of this agreement, pursues the purpose to make the incoming goods inspection at DAUTEL superfluous.
- 4.2. DAUTEL will only inspect the contractual objects upon receipt by DAUTEL or the delivery points designated by DAUTEL to determine whether they correspond to the ordered quantity and type and whether there is any externally visible transport damage or other externally visible defects.

**5. Complaints (reports of defects)**

- 5.1. If a fault or damage according to Subclause 4.2. is discovered by DAUTEL or its authorized agents, DAUTEL shall report the fault or defect to SUPPLIER within the framework of the ordinary course of business.
- 5.2. The supplier is responsible for ensuring that the requirements arising from this agreement are also transferred to provided parts or services
- 5.3. Failures at Dautel (complaint through the quality management)  
After the determination of the fault a complaint report will be sent to the SUPPLIER by e-mail/fax. The further measures will then be carried out together, which lead to one of the following decisions:
  - back to SUPPLIER (return transport costs SUPPLIER)
  - follow-up work by SUPPLIER
  - follow-up work by Dautel GmbH (hourly rate 60,00€)

A processing flat rate of **€80,00** will be charged to the SUPPLIER one-time by the purchasing department for the afore-mentioned measures.

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**5.4. Field failures (complaint through customer service)**

After the determination of the fault a complaint report will be sent to the SUPPLIER by e-mail/fax. The settlement shall be carried out as agreed:

- Damaged parts shall be returned carriage forward. A credit note/replacement of materials will be carried out as well as the replacement costs shall be remunerated.
- Damaged parts will be returned carriage forward. A credit note/replacement of materials will be carried out as well as the remuneration of the agreed working hours flat rate in the amount of € .
- In case of field failures a flat rate remuneration will be carried out in the amount of € .
- Other regulation:

5.5. In deviation from the statutory regulation, the period of limitation for claims for defects is 3 years after delivery of the products to DAUTEL, by no later however than 2 years after delivery by DAUTEL to the end customer, even if the products have been further processed and / or used in end products and / or firmly connected with end products and / or were installed as intended in the meantime. For subsequently improved or replaced products the deadline shall begin to apply new after acceptance of the subsequent improvement or delivery of the substitute goods.

**6. Insurance**

- 6.1. SUPPLIER is obliged to conclude employer's liability and product liability insurance based on the Terms of Purchase of DAUTEL according to § 305 III BGB [German Civil Code] or owing to a framework procurement agreement for the duration of the business relationship.
- 6.2. SUPPLIER undertakes to conclude this insurance with validity Europe-wide in a sufficient amount, no less than EUR 2.5 million per damaging event for physical injuries and property damages.
- 6.3. SUPPLIER undertakes to extend its business and product liability insurance to the contractual obligations of this quality assurance agreement and the underlying framework procurement agreement, in the absence of such, to the Terms and conditions of Purchase of DAUTEL.

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**7. Term, termination, final provision**

- 7.1. This agreement shall come into force when it is signed. The term is unlimited. The agreement can be terminated by both contractual partners with a period of notice of 6 months to the end of the quarter. It shall apply to all deliveries and services of products, which are ordered after this agreement has come into force and the order of which is confirmed before termination of this agreement.
- 7.2. If a framework procurement agreement has been concluded between the parties, the termination of the one agreement shall not automatically have an effect on the other agreement; only the terminated agreement shall cease to apply in line with the period of notice of the terminated contract.
- 7.3. Should one of the terms and conditions be or become invalid in full or in part, this shall have no effect on the validity of the other provisions of the agreement. The contractual partners shall replace invalid terms and conditions by effective terms and conditions which shall as far as possible correspond with their financial interests.
- 7.4. Exclusively agreed place of jurisdiction is Heilbronn.
- 7.5. This agreement including the form of its conclusion as well as all rights and obligations resulting from it are subject to German law.

Dautel GmbH      Leingarten, dated

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Dautel  
Stamp\_\_\_\_\_  
Place, date\_\_\_\_\_  
legally binding signature\_\_\_\_\_  
Supplier  
Stamp\_\_\_\_\_  
Place, date\_\_\_\_\_  
legally binding signature

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