

Formblatt
V-Q-044
Cooperation requirements between Mogatec GmbH and suppliers

mogatec

Mogatec GmbH

Im Grund 14
09430 Drebach

Tel.: +49 3725 449 - 0
Fax.: +49 3725 449 - 500

Cooperation requirements between

Mogatec GmbH
Im Grund 14
09430 Drebach

and

– hereinafter referred to as
“Mogatec” –

– hereinafter referred to as
“Contractor” –

These Cooperation Requirements include:

- I Quality Assurance Agreement
- II General Purchasing Conditions

Annex 1: Labelling of Special Characteristics on Drawings

Please note:

Submission of an offer constitutes acceptance of all requirements of the agreement.

Please sign this cover sheet and return it to us with your offer.

Name

Signature

Place, date

Company stamp

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Annex 1 Labelling of special characteristics on drawings

I Quality Assurance Agreement

This Quality Assurance Agreement defines the technical and organizational framework conditions and processes between the Mogatec and the Contractor which are required to achieve the desired quality objectives.

It describes minimum requirements for the management system of the parties with regard to quality assurance and purchasing and delivery conditions.

Furthermore, reference may be made in individual cases to separate product-related quality agreements, the requirements of which must be complied with by the Contractor.

I.1 General agreements

I.1.1 Scope of application

This Agreement applies to all products and/or services which are provided by the Contractor to Mogatec on the basis of orders, drawings, specifications, tool contracts and other performance descriptions within the term of the Agreement.

The Contractor undertakes to comply with the provisions of this Quality Assurance Agreement, including the applicable annexes.

I.1.2 Legal provisions

Should one of the conditions be or become invalid in whole or in part, the Agreement shall otherwise retain its validity. The contracting parties undertake to replace ineffective conditions with effective conditions that come as close as possible to their economic interests.

The agreements made between the contracting parties in other contracts apply additionally unless these contain more specific provisions.

I.1.3 Consequences of non-compliance

In the event of non-compliance with the contractually agreed requirements of this Quality Assurance Agreement or in the event of default in delivery, we reserve the right to assert monetary claims up to and including withdrawal of the order.

I.1.4 Validity period / notice

The Quality Assurance Agreement applies to a Contractor on submission of an offer for the requested products or services and comes into force when signed by both contracting parties. The Agreement is therefore a prerequisite for every order transaction.

The Agreement can be terminated by both contracting parties with a notice period of 6 months. This period must not affect existing supply contracts. It applies to all deliveries of contractual items that are ordered after this Agreement has come into effect and the order of which is confirmed before this Agreement is terminated.

I.2 Obligations of Mogatec

Information obligation

When placing an order, Mogatec has the obligation to provide the Contractor with the documents required for the manufacture of the products or the rendering of the service, such as drawings, CAD data if applicable, information on delivery quantities and delivery date in accordance with the agreed delivery period.

Furthermore, Mogatec has the obligation to inform the Contractor of any change in the requirements of the ordered products and services.

I.3 Obligations of the Contractor

I.3.1 Quality management of the Contractor

Cooperation in a spirit of partnership is the basis for the joint processing of projects in which the agreements reached are fulfilled and documented in a target-oriented manner.

The Contractor ensures the quality of the products with a certified quality management system (QM system). Mogatec reserves the right to carry out an audit. This also applies if no certified QM system is available. This verifies whether the Contractor can meet selected requirements for a QM system.

If the Contractor places orders with subcontractors, the Contractor is obliged to implement the requirements of this Quality Assurance Agreement also with its suppliers.

Within the scope of the Contractor's release, the Contractor undertakes to provide a supplier self-disclosure upon request.

I.3.2 Quality responsibility of the Contractor – Quality assurance

The Contractor is aware of Mogatec's technical and qualitative specifications for the parts in question. The disclosure of such information is conditional upon the signing of the Non-Disclosure Agreement.

The Contractor undertakes to carry out an independent and documented assessment of its products in accordance with design requirements during the manufacturing process in order to ensure the quality requirements and is therefore responsible for the faultless execution of its products in accordance with the technical documentation.

If individual functional, dimensional or color tests cannot be carried out by the Contractor itself, the Contractor must commission a service provider and ensure the reliability of the measured values. If required by the technical documentation, further tests (e.g. UV resistance of colored parts, etc.) must be carried out and documented.

Both parties agree that an incoming goods inspection does not have to take place at Mogatec's premises, with the exception of externally recognizable transport damage, deviations in quantity or identity.

If Mogatec detects any damage or defect during the aforementioned inspections, Mogatec must immediately notify the Contractor thereof. If Mogatec discovers any damage or defect at a later date, Mogatec must also notify the Contractor thereof without delay.

I.4 Offer preparation

I.4.1 Information obligation and change management

In the course of the contract review, the Contractor undertakes to check all technical documents (e.g. drawings, CAD data, material specifications, product delivery guidelines, requirements and target specifications) for completeness, plausibility and feasibility immediately upon receipt. Mogatec must be consulted if necessary.

The Contractor undertakes to inform Mogatec in writing of planned and unplanned changes to the production process, parameters relating to the production process, change of supplier, relocation of machines/equipment and technology as well as tool changes, change of quality assurance measures or relocation of the production site as well as process outsourcing. The information must be provided immediately to enable Mogatec to assess possible negative effects and approve the change.

All changes to the product and in the process chain must be documented by the Contractor. The corresponding documents and evidence must be handed over to Mogatec on request.

The Contractor must retain all quality records and any associated samples and specification documents (specifications, drawings, work and test plans) for a period of 10 years after delivery of the object of the contract to Mogatec.

I.4.2 Development

If the request to the Contractor includes development tasks in any form, the requirements must be specified by the Principal in writing, usually in the form of a requirements specification. The stipulations of the requirements specification are reviewed by the Contractor. The objectives are then documented and agreed in a joint target specification. The basis for this is the Contractor's production feasibility assessment.

I.4.3 Production feasibility assessment

The Contractor must evaluate and document the production feasibility of the requested object of the contract and submit this with the offer to Mogatec. Within the scope of the production feasibility assessment, the Contractor must also check whether all the measuring equipment required for the assessment of the characteristics according to the drawing is available. Service providers for measurement tasks must be commissioned if required.

Any change in the technical requirements or the process requires a re-assessment of feasibility.

The offer includes:

- Special costs associated with the production of short quantities for trial series, short quantities apply up to ≤ 200 pcs, twice the series price can be charged.
- Quantities over and above this are regarded as series quantities and billed at series price.
- This includes all costs incurred for this production.
- This includes all transport costs incurred for the transport of the parts to Mogatec.
- The number of trial series may vary depending on the complexity of the project.

I.5 Product- and process release

I.5.1 Technical discussion and manufacturing concept

On request, the Contractor agrees the manufacturing concept with Mogatec prior to placement of the order, with due regard to the documents provided.

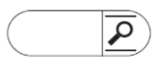
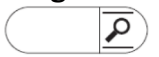
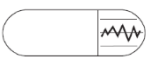
I.5.2 Release procedure product and process

A new part evaluation must be carried out by the Contractor and is a precondition for component approval. All deviations in the manufacturing process from the planned condition in series production must be documented and approved in advance by Mogatec.

The following may remain reasons for new part evaluations (further reasons reserved):

- New part
- Changes to the product
- Changes to the production process/tool
- Changes in the supply chain
- Follow-up sampling
- Suspended production >12 months
- Relocation of production

For new parts, the Contractor is obliged to submit a new part evaluation within the scope of the presentation stage required by Mogatec. Generally, this requires the parts to be measured according to the design specifications. The following quantities of parts are required for the measurement (depending on the number of nests):

Number of parts to be measured				
special requirements for characteristics	100 % measurement of all characteristics		in addition, function-relevant characteristics are measured on 10 parts of a nest [one selected nest (Nx)]	
	... without special labelling and for    		... for process monitoring characteristics  and process control characteristics 	
number of measured sample parts		100 % measured in measurement report	parts supplied by supplier	additionally measured in measurement report parts supplied by supplier
number of nests (N)	0/1	5	10	5
	2	4 (2/N)	10 (10/Nx)	4 (2/N)
	3	6 (2/N)	10 (10/Nx)	6 (2/N)
	4	8 (2/N)	10 (10/Nx)	8 (2/N)
	>4	min. 1/N	10 (10/Nx)	min. 1/N

All design characteristics are clearly marked, evaluated and entered in the measurement report provided. It must be ensured that the characteristics can be clearly allocated to the entries in the measurement report.

Furthermore, measurement protocols of the measuring machine must be enclosed with specifications for form and position deviations. For example, in the case of position tolerances, the X and Y coordinates must be entered in the measurement report; in the case of shape and line profiles, graphical evaluations must be included.

The presentation stage is specified by Mogatec. Depending on the presentation stage, this requires evidence of quality assurance in the series production process (material data sheet, control plan, flowchart, test equipment list), risk analysis of the manufacturing process (FMEA) and capability evidence (test equipment, machines, process) for special characteristics in accordance with the design specification.

An overview of the requirements for new part valuation and the classification of characteristics marking is provided in Annex 1. The documents must be created on time.

For each trial, pre-series and first series delivery before series approval, the characteristic-numbered drawing as well as a 100% measurement report including the measured and numbered parts must be supplied. The scope of the trial parts can be reduced after consultation with the project manager. Further provision of measurement reports and their scope will be coordinated if required.

“T” Trial parts - first off-tool samples

“V” Pre-series parts - correspond to production under 100% series conditions; deviations from series process must be indicated in advance

“E” First series parts - correspond to production under 100% series conditions

The new part evaluation can only be released after complete and correct submission of the documentation and evaluation by Mogatec and a positively completed measurement report.

Until release, any adjustments and additional demands relating to the submitted new part evaluation must be carried out without passing on additional costs to Mogatec.

A release of the initial samples by Mogatec does not release the Contractor from its responsibility for the quality of the products.

I.5.3 Machine and process capability

	Sample size	Sampling	Comment	Limit
Short-term machine capability study	≥ 50	Continuous withdrawal from a batch	Except for process-integrated control, machine correction during inspection is not permitted. For moulded features: Individual cavity analysis required (according to sample size for min. 1 cavity)	$C_m \geq 2,00$ $C_{mk} \geq 1,67$
Preliminary process capability analysis	≥ 100 ≥ 5 per nest	In-process sampling (2-5 parts per sample)	Observation of process behavior via random sample evaluation - Introduction of SPC (statistical process control)	$P_p \geq 1,67$ $P_{pk} \geq 1,33$
Long-term process capability analysis	≥ 250 parts or ≥ 12 months	In-process sampling (2-5 parts per sample) for all production orders/batches	Proof of process control, effective SPC in running series production	$C_p \geq 1,33$ $C_{pk} \geq 1,00$

As long as process reliability is not achieved, the manufacturing process must be safeguarded and documented by means of an increased inspection up to 100% inspection. These documents must be provided on request.

I.5.4 Specification for identification, packaging and labelling

Mogatec specifies that the individual packaging of the parts must not exceed 15kg and generally specifies a packaging size of 400x400x200mm (LxWxH) to a maximum of 600x400x200mm (LxWxH). A suitable packaging concept is agreed with the Contractor within this framework. Deviating packaging must be agreed with Mogatec.

The Contractor undertakes to ensure by labelling or, if this is impossible or unsuitable, by other suitable measures that it can immediately determine which other products could also be affected in the event of a product defect.

The goods must be clearly labelled by the Contractor. The individual packaging must be labelled with Mogatec's article number, the order number and the quantity contained. In the case of goods on pallets, the pallet must also be marked with the article number of Mogatec, the order number and the quantity.

Delivery is made exclusively in approved means of transport in order to avoid damage and deterioration in quality (e.g. contamination, corrosion, chemical reactions).

The Contractor undertakes to ensure the traceability of the products it delivers. If a defect is detected, the traceability and containment of the defective parts/products/batches etc. must be guaranteed.

I.5.5 Absence of harmful substances

Both the general legal regulations and the additional specific requirements set by Mogatec GmbH are applicable. These regulations are binding and complement the legal requirements to ensure that all

processes and actions are carried out in accordance with both the internal company standards and legal provisions. Furthermore, the supplier is required to provide confirmation on a part-specific basis to ensure compliance with the established requirements for each individual component.

I.5.6 Staff competencies

The Contractor undertakes to use only trained staff for the performance of its activities and to keep records of staff training.

I.5.7 Requirements for test equipment

The measuring equipment regularly required and used must be available and calibrated. The status of the measuring equipment must be monitored for this purpose. Damaged measuring equipment must be checked for functionality and repaired if necessary.

A measurement system analysis must be performed on request.

I.5.8 Defect detection procedure

Faulty or defective parts/products do not comply with the specification or do not fulfil the intended purpose.

The Contractor must report defective products to Mogatec by means of a supplier self-disclosure and retain them until a written decision has been issued by Mogatec. The Contractor must remove defective products from the process, sort them, repair them or scrap them. Mogatec must be informed of the planned measures within two working days. The implementation as well as the schedule of the implementation must be communicated to and approved by Mogatec.

Products with approved deviations must be marked separately. Packaging units must contain appropriate instructions.

If defective parts are detected after delivery to Mogatec, they are blocked, evaluated and, if appropriate, released via a special release or returned to the Contractor with a complaint. The Contractor provides Mogatec with a replacement delivery with faultless parts on request. Any return costs incurred are borne by the Contractor.

I.5.9 Complaint handling

The Contractor reacts within 24 hours to a received complaint and specifies the employees responsible for solving the problem. The complaint is processed using 8D methodology.

Within the time limits specified by the methodology, the Contractor must carry out a root cause analysis, define remedial and preventive measures and submit these to Mogatec.

I.5.10 Continuous improvement

For the purposes of supplier development, the Contractor permits Mogatec access to all production sites, test centers, warehouses and adjacent areas in the form of an announced quality or technical meeting as well as a system, process or product audit.

This also applies to subcontractors and service providers when outsourcing processes and process steps.

The Contractor provides a professionally qualified employee for support during such a site visit.

In the course of this, Mogatec is granted access to the procedures, documents and records of the Contractor insofar as they concern the management system or the quality of the products to be supplied.

Insights into confidential manufacturing processes and other trade secrets may be refused.

Mogatec informs the Contractor of the result of this inspection. If corrective measures are necessary in the view of Mogatec, the Contractor undertakes to draw up an action plan without delay, to implement it in due time and to keep Mogatec informed thereof.

I.5.11 Terms of delivery

A framework order with planned figures forms part of a framework agreement.

Orders are triggered by e-mail on the basis of these planned figures.

The framework agreement must be fulfilled by the Contractor on the basis of these orders.

The orders contain the obligatory details for the Contractor so the Contractor is able to implement the framework agreement.

By submitting the order confirmation, the Contractor undertakes to deliver the order flawlessly, on time and in full. Partial deliveries can be permitted if a corresponding agreement has been made in advance between the contracting parties and the subsequent delivery dates are available.

If a delay in delivery is declared up to 3 days before the due date according to the order, a grace period of 5 working days will be set. If Mogatec is informed at a later point in time or only on the date indicated that the due date will not be met, we will have to invoice the damages resulting from the delay.

This includes the costs for machines/plants that either come to a standstill or have to be retooled with effort in the meantime, as well as costs for staff who are tied up with the operation of the machines/plants.

The Contractor is obliged to confirm the order in writing or to reach an agreement with Mogatec by means of a statement.

To allow claims to be made against Mogatec, all documents of the Contractor addressed to Mogatec must contain the relevant order and article numbers.

Agreed delivery dates must be observed.

If any delays become apparent, Mogatec must be informed comprehensively as soon as possible of the anticipated duration of the delay, the reason for the delay as well as the corrective and preventive measures taken. Emergency solutions must be agreed if required.

Deliveries shall be made free domicile as agreed:

MOGATEC GmbH
Im Grund 14
09430 Drebach,
Germany

or

MOGATEC GmbH
Max-Wenzel-Straße 31
09427 Ehrenfriedersdorf,
Germany

I.5.12 Pricing and terms of payment

The date on which the goods are received by Mogatec determines the date on which the invoice is issued. Mogatec pays within the agreed period.

I.5.13 General purchasing conditions

The basis for the transaction is the general purchasing conditions of Mogatec or the general delivery conditions of the Contractor. Generally, for both parties the processes have a binding status according to HGB [German Commercial Code] and BGB [German Civil Code].

II General purchasing and delivering Conditions

II.1 Our orders are exclusively subject to these purchasing conditions

1. Your confirmation of our order constitutes acceptance of these purchasing conditions.
2. Deviating agreements must be made in writing.

II.2 Conclusion of contract

The Contractor must confirm orders at the latest one week after they have been received, in writing if requested.

II.3 Price

1. Delivery is made on the basis of previously agreed fixed prices.
2. The prices include all incidental costs with the exception of the statutory value-added tax.
1. An additional charge is excluded.

II.4 Specification for identification, packaging and labelling

1. Mogatec specifies that the individual packaging of the parts must not exceed 15kg and generally specifies a packaging size of 400x400x200mm (LxWxH) to a maximum of 600x400x200mm (LxWxH). A suitable packaging concept is agreed with the Contractor within this framework. Deviating packaging must be agreed with Mogatec.
2. The Contractor undertakes to ensure by labelling or, if this is impossible or unsuitable, by other suitable measures that it can immediately determine which other products could also be affected in the event of a product defect.
3. The goods must be clearly labelled by the Contractor. The individual packaging must be labelled with Mogatec's article number, the order number and the quantity contained. In the case of goods on pallets, the pallet must also be marked with the article number of Mogatec, the order number and the quantity.

II.5 Delivery

1. All deliveries are made carriage and packaging paid to the place of receipt or use specified by us.
2. We are an SVS/RVS prohibition customer in the context of transport insurance. No additional insurance must be concluded in our name. No further insurance costs will be borne by us.
3. Excess deliveries will only be accepted if this has been confirmed by us in writing.
4. Delivery is made in accordance with the jointly agreed packaging unit.
5. Delivery is made exclusively in approved means of transport in order to avoid damage and deterioration in quality (e.g. contamination, corrosion, chemical reactions).

II.6 Delivery note

1. Delivery note in duplicate per shipment with indication of our article number and order number. Partial and residual deliveries must be clearly marked as such.
2. In order to be able to determine the contents of a consignment without opening it, the delivery note must be inserted in a glued-on delivery note pouch.
3. The order number must be applied as a code on the shipping documents. This can be done either as a 2D barcode or as a QR code. The code can be located in the document header or on the document items.

II.7 Delivery time

1. Delivery dates and time limits are binding and begin with the date of our order.
2. Any delays that occur are to be reported with the presumed duration of the delay.
3. Deliveries must be made from Monday to Friday between the hours of 07:00 am and 03.15 pm

II.8 Transfer of risk

The risk of accidental loss or accidental deterioration of the goods is borne by the Contractor until acceptance/delivery.

II.9 Warranty, quality assurance

1. The Contractor must carry out quality assurance that is appropriate in terms of type and scope and corresponds to the latest state of the art and must provide evidence of this in the event of product liability damage.
2. Production is carried out in accordance with the specified parameters; in the event of non-compliance, Mogatec retains the right to statutory warranty claims.

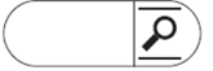
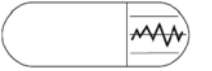
II.10 Payment

1. An invoice for each separate order is to be sent on the day of dispatch in duplicate, which must correspond to the delivery note and the dispatch note.
2. Unless otherwise stated in the order, payments are made as previously agreed.

II.11 Place of jurisdiction

1. The conclusion of the agreement and the contractual relationships between us and the customer are governed solely by the law of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
2. The place of jurisdiction for all disputes arising from the contractual relationship is Chemnitz. However, we are also entitled to file legal action at the place of the customer's registered office.

Annex 1: Labelling of special Characteristics on Drawings

	Not marked features	Functional feature	Inspection feature	Process control features	Process feature
Symbol					
Anforderungen bei Neuteilbewertung	Drawing with marked/numbered features 5 measured parts Mark n.o.k. values Symmetry/ position tolerances: documentation of theoretical values Add graphic for line shape				
	Documents according to Mogatec requirements [e.g. flowchart, measurement tool list, control plan, packaging suggest]				
	Documented check for new part release	Documented check for new part release	Documented check for new part release	Documented check for new part release on 10 parts	Documented check for new part release on 10 parts
Documentation of checking in series	Not relevant	Not relevant	Documentation during serial production	Documentation during serial production	Documentation during serial production
Entry in inspection plan	Not relevant	Not relevant	Relevant	Relevant	Relevant
Statistic evaluation	Not relevant	Not relevant	Not relevant	Machine capability, process capability	Machine capability, process capability
Statistic process control	Not relevant	Not relevant	Not relevant	Not relevant	Relevant