

as of: 12/2013

1. Scope of Application

- (1) For all supplies and services by the Supplier to the **sera** Group of Companies, **sera GmbH**, **sera ComPress GmbH**, **sera ProDos GmbH** and **sera International GmbH** (hereinafter "**sera**") and in addition to **sera**'s Terms and Conditions of Purchase, as amended, these **Additional Quality Requirements for Suppliers** shall apply.
- (2) For individual products, these terms and conditions may be supplemented or amended by separate specifications.

2. Requirements for Suppliers

- (1) An effective quality management system of the Supplier in accordance with ISO 9001:2008 is a prerequisite for approval as a Supplier of **sera**. The Supplier shall ensure that supplied products are free from defects and shall furthermore implement organizational and systematic measures as well as quality checks to enable an appropriate and systematic traceability across the entire value chain of its products in relation to any remaining defects, if any.
- (2) The questionnaire "QSF 237 - Supplier Information" is used by **sera** to gather important information for assessing the quality and performance capacities of the Supplier. To be admitted as an approved supplier of **sera**, the questionnaire must be completed.
- (3) The Supplier shall ensure that the required test equipment for testing of **sera** products are available and subject to regular monitoring, calibration and maintenance.
- (4) **sera** may supply or provide tools or test equipment to the Supplier. Any provided tools or test equipment shall be treated by the Supplier as property of **sera**. The Supplier is obliged to mark such tools and equipment as such and shall confirm this to **sera**.
- (5) Any test equipment provided by **sera** is subject to monitoring by **sera** and must be surrendered to **sera** immediately, if requested.
- (6) The Supplier is responsible for the instruction of its subcontractors in accordance with those requirements. If the Supplier contracts to subcontractors, the requirements stipulated in these Supplementary Quality Terms and Conditions for Suppliers must be met by the subcontractor as well.
- (7) **sera** is authorized to audit the Supplier at any time and with prior notice to ensure compliance of the quality standards, requirements, standards and guidelines issued by **sera**. In the event that **sera**, in its own discretion, requires correction and improvement measures by the Supplier, the Supplier is obliged to implement such measures without delay and to notify **sera** promptly when this has been done and about the results achieved.
- (8) The Supplier shall, at the request of **sera**, grant to **sera** a right to inspect its production, quality and test documents.
- (9) All internal quality audit records and documents of the Suppliers shall be stored for a period of at least 10 years to be available to **sera**. The records shall be maintained so that an unambiguous assignment of product, batch manufacturing, processing, manufacturing location and date of manufacture is possible.
- (10) The Supplier shall continuously inspect the quality of the delivery items and shall advise **sera** of possible quality improvements, if any.

3. Specifications, first samples and acceptance

- (1) Quality characteristics will be specified by **sera** in orders, drawings, technical specifications and technical documentation, such as standards, policies and regulations. Changes and/or deviations of quality characteristics must be notified by the Supplier prior to delivery. The changes require the testing of samples and release for delivery by **sera** prior to shipment.
- (2) The Supplier shall examine the specifications for manifest errors, ambiguities and completeness and shall inform **sera** accordingly in due time. With the submission of an offer, **sera** assumes that production of the product will be done without problems and any defects.
- (3) The products delivered shall be in conformity with the relevant legislation, directives, standards and in accordance with approved technical practices. Any delays caused by missing or incorrect certificates of conformity are the sole responsibility of the Supplier.
- (4) The products are released by **sera** on the basis of the quality characteristics by testing first samples and initial batches, which have been produced under production conditions. First sampling is initiated when the order is submitted by **sera**. The results shall be

- documented by the Supplier in a First Sample Report (e.g. according to VDA) and shall be enclosed with the delivery of the first samples.
- (5) **sera** reserves the right to cross-check the findings.
- (6) In the event of a failed first sampling, **sera** may require the submission of new samples. Any costs of a re-inspection shall be borne exclusively by the Supplier, provided that **sera** is not at fault for such re-inspection.
- (7) First sampling is not required for:
 - a) raw materials,
 - b) catalog and standard parts,
 - c) spare parts,
 - d) parts without regular demand that are subject to a final inspection by the Supplier.
- (8) In the event of notices of defects by **sera** to the Supplier, the approved first samples, in addition to the specification, form the basis for the qualitative assessment of the rejected delivery.

4. Changes

- (1) Changes to product features, materials used, production processes, changes in manufacturing facilities or changes of subcontractor for any products subject to first sampling, shall be submitted to **sera**'s Purchasing/Procurement department in due time and without the need for a specific request by **sera**.
- (2) **sera** then decides if a new first sampling should take place, which may be limited to the changed properties, if so agreed, and is solely at the expense of the Supplier.
- (3) Furthermore, the Supplier shall notify and shall request **sera**'s written approval of all changes to a delivery item as compared to prior deliveries – in particular changes relating to construction, dimensions and quality – without the need for a specific request and in good time before the next shipment.

5. Quality defects

- (1) In the event that the Supplier recognizes that products to be delivered do not or not anymore comply with stipulated or agreed quality characteristics, the Supplier must notify **sera** immediately and identify ways of solving these issues. Affected products may be shipped only with the prior consent and approval of **sera**.
- (2) If **sera**, in exceptional cases, agrees to the delivery of defective parts, the Supplier may not assume any implied acts by or general agreement of **sera** and shall deliver items free of defects and with the agreed product characteristics and quality standards in all future orders and subsequent deliveries.
- (3) **sera** expects, in principle, the error analysis and correction to be performed as soon as possible. If required and requested, **sera** shall receive a full 8D report on all measures for debugging, troubleshooting, and performance monitoring by the Suppliers.

6. Severability

If any provision of these Supplementary Quality Terms and Conditions for Suppliers and other agreements become or are deemed invalid, the validity of the other contractual provisions shall not be affected thereby. The parties hereto undertake to agree on a provision which comes as close as possible to the legal and commercial meaning and purpose of the invalid provision.

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