**Quality Assurance Agreement for Suppliers (QAA)**

**between**

****

**MinebeaMitsumi Technology Center Europe GmbH**

**Minebea Weg 1**

**D-78052 Villingen-Schwenningen**

**Germany**

* hereinafter referred to as “MTCE” or customer -

**and**

**[contractual partner please insert]**

- hereinafter referred to as "supplier" –

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**Preamble**

This quality assurance agreement is the contractual definition of the technical and organizational framework conditions and processes between MTCE and the supplier that are required for achieving the desired quality objective.

It describes the requirements concerning the management system of the supplier with regard to quality assurance, in particular regarding the product and the production process.

**The objective of the agreement is 0-failure quality.**

# General

## Quality management system of the supplier

The supplier is entirely responsible for the products and services provided by him.

This agreement applies to all suppliers of prototype parts and components, production materials, series and spare parts, services such as heat treatment, painting or surface coatings, any kind of material processing, as well as to suppliers providing services such as development or programming activities. In addition, order-specific documents such as specifications, quality assurance agreements, customer enquiries and other customer requirements apply and can be accessed by the supplier at any time via the MinebeaMitsumi web portal. (see: [www.minebeamitsumi.eu/lieferantenportal/](http://www.minebeamitsumi.eu/lieferantenportal/))

If needed MTCE is able to provide the requirements also in Paper form.

Other applicable requirements:

- MinebeaMitsumi Global Supplier Requirements include Code of Conduct.

- MinebeaMitsumi Green procurement

- GADSL for automotive products (IMDS / CAMDS)

- ISO 9001:2015

- IATF 16949:2016

- ISO 14001

- VDA Defective Parts Analysis

- VDA 2 Production Process and Product Release (PPF)

- PPAP Production Part Approval Process

- MSA Measurement Systems Analysis,

- APQP

- General Purchase Order Terms and Conditions.

Certified QM systems according to DIN EN ISO 9001 shall be installed as a minimum requirement for industrial products. QM System IATF 16949 shall be installed for automotive products.

Customer Specific Requirements (CSR) are agreed and defined on product-level specifically with an SQP Agreement.

Further agreements, references and standards mentioned with MTCE shall also be binding for the supplier and thus form an integral part of the contract.

The supplier commits to exposing the processes and productions for MTCE to a process audit at least once a year within the framework of his QM system. Results of this audit have to be presented to MTCE on request.

The supplier commits to qualifying his sub-suppliers in such a way that the agreements established here are also applicable to his sub-suppliers.

## Quality objectives and changes

MTCE reserves the right to enter into further agreements (definition of product characteristics and test standards) with suppliers, in order to define product-specific quality responsibilities within Supplier Quality Program (SQP) agreements. If no other agreements exist, the current drawing serves as minimum requirement.

Should the supplier notice that the defined objectives cannot be met, he is obligated to inform MTCE immediately and to present concrete action plans for correction.

Without prior written consent of MTCE, the supplier is not authorised to introduce any changes in relation to product design, used materials or the production process and used sub-suppliers. This also applies to relocation of the production or of the production facilities.

## Contact person and organisation

The supplier shall appoint one person responsible for quality and a respective deputy for all quality aspects that are relevant to the product.

The MTCE request is having at supplier side a qualified contact person for general quality needs and also a product safety officer (PSO). This requirement can from the organisation fulfilled through two persons or by one person. Anyhow the contact must be named and informed separately to MTCE in writing.

MTCE shall have the freedom to schedule regular quality meetings with the supplier, where the current quality status and further development actions may be discussed and, if required, measures for improving the quality situation may be agreed upon.

## Environmental requirements

The supplier commits:

* to comply with the requirements of the end-of-life vehicle regulation (ELV).
* to inform immediately in writing about all environmental risks that could have an impact on supply capability.
* All chemical ingredients used in the products (CAS numbers) must be reported to MTCE (IMDS ID 35377) at the latest at the time of initial sampling. IMDS relevant changes (including change of sub-suppliers) have to be reported without request, the supplier is fully responsible and liable for all information in the IMDS database, where applicable and required information in CAMDS (China Automotive Material Data System) has to be fulfilled as well, the same requirements are applied.
* For hazardous substances, the requirements of the Ordinance on Hazardous Substances and a notification obligation for the first delivery have to be complied with.
* when delivering materials that are hazardous for people and the environment (hazardous substances), an EU-Material Safety Data Sheet that is compliant with the Ordinance on Hazardous Substances has to be included in the first delivery to MTCE.
* when supplying products that release substances when properly used, these substances have to be specified (CAS numbers) and provided to MTCE in writing.

# Audits

## Supplier audits

MTCE reserves the right to conduct audits at the supplier's site along with its customers.

The audit may be conducted as a system audit, process audit and/or product audit. MTCE shall give notice and coordinate the audits with the supplier in a timely manner.

## Supplier audits at the site of the supplier's sub-supplier

When quality problems arise that are caused by services and/or deliveries from sub-suppliers, the supplier shall be obligated to make possible an audit by MTCE and/or by its customers at the site of the sub-supplier concerned. The supplier shall orientate his contractual design in such a way that auditing is made possible across the supply chain.

# Documentation

## Technical documentation

MTCE provides the supplier with technical documentation and integrates it into the change service. On base of this technical documentation it must be secured that all customer requirements are fully integrated into the supply chain. This ensures that both parties are aware of the same technical state. Changes made by the supplier require written approval by MTCE.

The supplier shall ensure, particularly in case of electronic documents, that a format is used that can be read by MTCE.

The supplier shall ensure by means of a distribution system that only the current approved document versions are used. No longer valid and / or obsolete documentation shall be directed immediately in such a way that an inadvertent use is excluded.

The supplier is obliged to independently ensure the consistency of the valid documents to his sub-suppliers, in particular critical and special features according to SQP.

All technical documents and product-related data must be backed-up according to VDA 1 documentation and archiving procedures and provided to MTCE on request.

## Contract review, Feasibility of the product

The supplier shall review the feasibility of the product using the samples and documentation provided. By accepting the contract, he confirms the producibility and the requested volume and assumes full responsibility for the quality of the product.

Deviations from the requirements are only permissible after prior written consent by MTCE and require a subsequent change of the order documentation.

If the feasibility study shows a problem, it shall be reported to MTCE in writing.

In case of changes of the product, the feasibility study must be updated.

Supplier products that are subject to an expiry date must be specified to MTCE, and a labelling system must be agreed upon with MTCE.

Supplier products that require electrostatic protection (ESD) must be specified to MTCE, and the appropriate symbol must be placed on the packaging.

Supplier products must be preserved in such a way that they cannot deteriorate during storage at the supplier site nor during transport to MTCE or one of its manufacturing locations.

# Quality planning

If not otherwise agreed, the supplier must apply the documents provided on the internet / supplier portal as a basis for the subsequent capability certificates. Use of own / other documents for certification require approval by MTCE and need to be agreed upon in writing. The documents can be found under the following internet address:

**https://www.minebeamitsumi.eu/en/supplier-portal/**

## Failure Mode and Effects Analysis (FMEA)

The supplier shall perform a process-FMEA (P-FMEA) for his products prior to series start-up and incorporate the findings at the start of mass production. This P-FMEA shall be kept up-to-date and, particularly in case of complaints, adapted to the current conditions.

On request, this P-FMEA shall be presented to MTCE for information and review.

In the event of the supplier delivering a self-developed product to MTCE, he shall conduct a design-FMEA (D-FMEA) during the development stage and prior to series start-up. The findings from that shall be incorporated into the product. This D-FMEA shall be kept up-to-date and, particularly in case of complaints, adapted to the current conditions.

On request, this FMEA shall be presented to MTCE for information and review.

## Process capability (PPK / CPK)

Process capability tests must be conducted for all critical and functionally crucial characteristics. These characteristics shall be defined by means of a drawing and / or SQP agreements.

## Test planning

For all supplied products, the supplier must create a test planning for incoming goods inspection, parts tests and component tests as well as the final test, and implement it during the process. All tests must be documented in the production control plan. The scope of the tests is defined by the drawing and / or SQP agreements.

Particularly in the event of quality problems, the supplier must adjust his test planning accordingly. The standard IATF 16949 shall be used as a basis for that. In the event of incapable processes, a 100% test of the characteristics shall be conducted according to CPK-requirements by the Supplier.

## Test and measurement equipment (Gauge R&R / MSA)

Test and measuring equipment must be tested with regard to their capability by means of a measuring system analysis prior to use. For calibration/verification, the rules of IATF 16949 shall apply.

MTCE must be notified immediately of any failure or defect of test and measurement equipment, especially if such equipment is used to monitor and control processes in series production. In any case, MTCE must be protected against the use of defective components, the securing and liability of affected units is under the responsibility of the supplier.

## Machine capability

Prior to serial use, the supplier must create machine capability certificates and maintain them throughout the process. Should, for reasons of complexity, the necessity arise for applying other measuring methods, this must be communicated to MTCE in writing and the applied measuring process has to be coordinated accordingly. Minimum requirements for the supplier are considered and specified in the Supplier Quality Programme (SQP)

## Process verification (Run&Rate)

The supplier must prove the verification of the manufacturing process prior to serial use by means of the MTCE Run&Rate process. Should another measuring method be applied, MTCE must be informed of this fact in writing. The measuring method must be coordinated with MTCE.

## Safe Launch Plan

The supplier shall develop and execute a SafeLaunchPlan at the start of series production. In particular, the SafeLaunchPlan shall follow but not limited to features that have been identified as critical.

## Defective parts analysis process

The supplier must develop a defective parts analysis process based on the VDA volume "Marketing and customer care; defective parts analysis field - audit standard" and coordinate it with MTCE.

The underlying objective is to develop a defined analysis process for complaints even during the product development process, in order to be able to handle complaints at production start-up in accordance with a defined process.

Proof of the implemented and documented defective part analysis process must be presented when submitting the PPAP of an order scope of a component. Template available (Document 3068) in the portal (see [www.minebeamitsumi.eu/lieferantenportal](http://www.minebeamitsumi.eu/lieferantenportal))

## Requalification tests

All series products delivered to MTCE must undergo a complete dimensional inspection and functional test in accordance with the production control plans, and in consideration of the applicable customer requirements concerning material and function. The results must be made available to MTCE on request.

The test scope must be documented in accordance with IATF 16949.

Deviations from the test scope require written permission by MTCE.

Unless otherwise agreed, the Supplier has the obligation to carry out requalification tests in a cycle of 12 months.

# Part Submission Warrant / Sampling

## First Article

First Articles shall be explicitly ordered by MTCE. The requirements regarding the data to be supplied is contained in the order. Usually, they correspond to the requirements of the SQP rules on product level that were agreed upon by the contractual partners.  
All requested documentation shall be provided simultaneously along with the First Article at the supply date specified by MTCE. Documentation that was provided too late or not at all can result in a negative First Article decision, which can possibly lead to a delay in mass production. If it can be verified that the supplier is responsible for the delay, he shall be liable for compensation of the resulting costs and damages.

The First Article requests (SQP) are available on the internet / on the supplier portal.

# Disclosure of chemical substances

The chemical substances of the supplied products shall be handled as follows at initial sampling at the latest:

**In the Airmover area (numbers starting with 14 - 14JJxxxxxxx)**

a material data sheet must be provided, which shows all chemical

substances of the delivered product.

The chemical substances must be defined by CAS number and the percentage by weight (%).

**In the automotive area (numbers starting with 13 - 13JJxxxxxxxxx)**

entered into the international material data system IMDS (http://www.mdsystem.com) and forwarded to MTCE (Organisation-ID: **35377**).

MTCE reserves the right to use the transferred data sets for other customers for completion of the product data.

**In the area of industrial motors (numbers starting with 12 - 12JJxxxxxxxxx)**

made available via a material data sheet that contains all chemical substances of the supplied product.

The chemical substances must be specified by stating the CAS number and the weight proportion as a percentage (%) value.

# Parts history

The supplier commits to maintaining a parts history in accordance with VDA volume 2, so that the supplier and MTCE can track changes and their application dates without any gaps. On request, this parts history has to be made available to MTCE.

# Series monitoring

## Tests, test documentation

Tests for series production (Status: PRODUCTION RELEASED“ on the drawing and approved First article) are defined in relation to the parts by means of the SQP process. These tests must be documented by the supplier and archived in accordance with the arrangements of this QAA. If required, the supplier shall grant MTCE access to this test documentation. If no SQP agreement has been established, 100% of the special characteristics specified in the drawing shall be tested by the supplier.

If the supplier recognises during series production that critical features of his production are no longer capable, these features shall be checked by the supplier 100% without being requested until the process has been proven to be capable again. Information on the necessary performance of the 100% inspection of a critical feature is to be transmitted to the customer without being requested, provide of an action plan (PDCA) is required for restoring the capability. Therein highlighted improvements shall be communicated and agreed by MTCE.

## Total Productive Maintenance (TPM)

Through Total Productive Maintenance (TPM), the supplier ensures that the used tools, machines and facilities are functional and ready for operation at all times. The installation of a method for preventive maintenance is mandatory and necessary. The selection of spare parts and the emergency plans have to be created in such a way that delivery reliability can be ensured at all times.

Requirements for new tools or extensions of MTCE -owned tools must be requested, giving appropriate notice. When planning any capacity expansion, a six months validation phase at MTCE has to be allowed for. This time has to be incorporated into the spare parts and capacity planning and taken into consideration.

The rules of IATF 16949 shall apply as minimum requirements with regard to predictive and preventive maintenance.

# Complaints, problems caused by the supplier

## Quality and delivery problems

Within the framework of his QM system, the supplier shall define an escalation procedure in writing (e.g. definition in accordance with VDA 6.3) for disruptions in production, delivery bottlenecks or incidents. Notifying MTCE immediately must be part of this procedure. MTCE reserves the right to inspect this procedure during audits and to exert influence on it, if required.

As far as content is concerned, the escalation procedures must contain statements about:

* Safety stock levels, minimum stock levels and reorder stock levels.
* Production alternatives, machine protection, tool protection and data protection.
* Alternative supply sources for primary materials and their qualification
* Plans for handling delivery bottlenecks

## Deviations from the defined scope of delivery noticed by the supplier

Any deviations from the defined scope of delivery shall be immediately communicated to MTCE in writing. The respective template can be found on the internet / supplier portal under the name “Deviation Authorisation” (document 0997). Other forms of communication are not permitted.

Deliveries may only be made to MTCE after the signed deviation authorisation has been received by MTCE. If any measures have been defined in the deviation authorisation, they are mandatory to be carried out for this delivery.

## Deviations from the defined scope of delivery noticed by MTCE

Each confirmed complaint will be charged with a processing fee of € 200 to the supplier's account. All additional costs caused by the incident will be charged to the Supplier on the basis of the real costs.

MTCE generally treats incoming goods after series release as certificate deliveries (skip lot DIN EN 3.1), i.e. only an external inspection for damage, delivery quantity and an identity check is carried out. Therefore, it may happen that an open defect is only detected at the start of production.

Both parties agree that these open defects shall be treated as hidden defects between the contracting parties.

MTCE shall immediately notify the supplier of the deviation by a notice of defect (defect report).

The supplier shall confirm the receipt of the notice of defects to MTCE in writing (short notice) within 24 hours (on working days).

If MTCE has requested an 8D report, the supplier must present an initial report with immediate measures to MTCE within two working days.

Within eight working days, the supplier must submit the completed 8D report to MTCE for evaluation. An extension of this deadline must be agreed in writing (short notice) by MTCE.

Defective units discovered at the supplier's premises or products returned by MTCE must be examined by the supplier in accordance with the defective parts analysis process (see § 4.8). The determined result shall be made available.

## Deviations noticed in the supply chain

Each confirmed complaint will be charged with a processing fee of € 500 to the supplier's account. All additional costs caused by the incident will be charged to the Supplier on the basis of the real costs.

MTCE checks the originator of the complaint for incoming customer complaints.

If the supplier is responsible for a failure in the supply chain or in the field, the supplier is liable for the resulting damages.

MTCE requests an 8D report from suppliers. The supplier must present a first report with immediate measures to MTCE within 2 working days.

Within 8 working days, the supplier must submit the completed 8D report to MTCE for evaluation. An extension of this deadline must be agreed in writing (short notice) by MTCE.

Defective units discovered at the supplier's premises or products returned by MTCE must be examined by the supplier in accordance with the defective parts analysis process (see § 4.8). The determined result shall be made available.

## Sorting and/or rework of defects at MTCE 's plants

If MTCE discovers during the incoming goods inspection or later that the products are wholly or partly defective or if the Supplier reports defects himself, it may be the case that sorting and/or reworking of the products at MTCE 's plant is necessary in order to avoid further damage, in particular business interruptions/line stops. After a complaint has been made and only if this is necessary to reduce the damage, MTCE will, after having informed the Supplier, either

a) in the interest of the Supplier, immediately begin to sort out and/or repair the defect products either itself or through a service provider commissioned by MTCE in order to reduce the damage as far as possible and/or

(b) provide the Supplier with a selection of at least three (3) companies from which the Supplier will immediately commission a company to sort out and/or rework at its own expense in order to minimise the damage as far as possible.

Alternative a) may and will only be chosen by MTCE if the choice of alternative b) would take too long to reduce the damage or if the Supplier has agreed to the choice of alternative a). In individual cases, the parties may also agree that the Supplier's employees will sort out and/or rework the products at the MTCE plant.

The costs incurred by the instruction and support of sorting and/or reworking personnel or for the performance of sorting and/or reworking shall be borne by the Supplier.

## Labelling of deliveries after complaint

The next three consecutive deliveries shall be separately inspected by the supplier for the fault covering 100%, and clearly labelled with "100% inspection completed IO" for every pallet (with smaller lot sizes for the packaging unit).

## Escalation in case of deviations

For all the scenarios mentioned above, the supplier shall integrate escalation levels into his management system and implement them.

9.8 **Controlled Shipping Level / Monitored Supplier Status**

If the supplier isn´t able to prevent repeat defects and isn´t able to implement effective corrective measures, MTCE can place the supplier in the status of a controlled supplier. In this status, it is mandatory to carry out defined additional checks. All costs incurred by the supplier and the customer in this context shall be borne by the supplier. The supplier shall be fully responsible for documenting the measures to be carried out; evidences and results of the tests carried out as well as the status of the improvement measures shall be made available to MTCE without request prior to each delivery. Exit scenarios must be agreed with MTCE in advance and can only be approved by MTCE.

**CSL1**

At the Supplier's expense, in addition to the normal scope of testing, the Supplier shall carry out before sending an delivery an additional 100% test for the material numbers and characteristics specified by MTCE .

**CSL2**

In addition to the CSL 1 inspection scope, an external service provider approved by MTCE shall carry out a further 100% inspection for the material numbers and characteristics specified by MTCE at the supplier's expense. This further inspection may not take place on the supplier's facility, this must be carried out externally.

**CSL 3**

After it has been recognized that the supplier is confirmed not able to identify and eliminate the quality problems, an external service provider shall be commissioned by the supplier to provide support, to identify the cause and to draw up a action plan which has been provided and agreed by MTCE. All identified and confirmed actions has to be implemented by the supplier in full and at his expense.

Successful completion and termination of the monitored status can only take place after approval by MTCE.

# Supplier evaluation

MTCE evaluates the supplier continuously by hard and soft facts with regard to quality, deadlines, price, service and environmental factors.

This occurs with every incoming delivery during incoming goods inspection and by cyclic evaluation by the purchasing department of MTCE.

The supplier shall be informed about the current supplier evaluation in writing every six months.

In the event of an evaluation being lower than "A", the supplier shall independently introduce improvement measures and provide of an action plan in PDCA format to MTCE.

The supplier evaluation result shall be taken into account by MTCE as a decision making criterion when issuing new orders.

# Shipment and labelling

## Product labelling

Usually, packaging requirements are agreed upon with the supplier for series production.

The agreed arrangements must be adhered to by the supplier accordingly.

Deviations from this requirement result in defect reports and a negative assessment at the next supplier evaluation.

In case of products that are based on drawings, the following information must be attached to the load carriers/packaging by the supplier:

- Name of part

- Part number/drawing number with change/revision status

- Lot number (LOT-number) / production date

- Amount/content

- Supplier number/vendor code

- For automotive products, the appropriate VDA label including barcode has to be attached

These labels shall be attached in such a way that the marking cannot be changed or lost during transport or through the impact of other environmental influences. For more information refer to the internet / supplier portal, “Packaging & Logistics Guidelines”, to be found on the supplier portal (document 1037).

Deviations from this provision result in defects reports and a negative assessment at the next supplier evaluation.

## Test certificates and goods receipt at MTCE

At goods receipt, MTCE only performs an inspection regarding identity, amount, packaging condition and transport damages. Quality inspections are conducted on a random basis according to a skip-lot system (DIN ISO 2859-ff). Detected defects are immediately reported to the supplier.

The supplier shall accept also subsequently detected open and hidden defects.

Required documentation provisions are coordinated with the supplier in detail via the SQP agreement.

# Other

## Confidentiality

The parties assure each other that information and knowledge that they have obtained from the other party - in whichever way - will be kept confidential and not disclosed to third parties without prior written consent of the affected party, and that it will not be used for any other purpose than the one it was intended for.

This obligation remains valid for a period of further 5 years after the end of this agreement.

## Duration of the agreement

This quality assurance agreement is valid indefinitely. However, it can be terminated by each of the contractual partners giving three months notice. The termination of this agreement leaves the validity of individual delivery contracts unaffected until they are entirely completed. The supplier confirm to maintain a spare parts supply of at least 10 years even after termination of the agreement.

## Ethical rules, MinebeaMitsumi Code of Conduct

The supplier commits to applying the ethical rules of the MinebeaMitsumi Group as a basis for the mutual business relationship and as a basis for human action in his enterprises and towards his sub-suppliers, to live accordingly and to monitor their application. The MinebeaMinebea Code of Conduct (Document 2782) can be found on the internet under the following link:  <http://www.minebea.co.jp/english/corp/company/aboutus/conduct/declaration> or can provided after request in paper form from MTCE.

With signature the QAA by Supplier, the supplier confirms compliance with the Ethics Rules and the MinebeaMitsumi Code of Conduct and will reconfirm this requirement in writing cyclically upon communication of the current certification status (see § 12.4). (Document 2910)

**12.4 Change of certification status**

The supplier shall report a changed certification status without being requested to do so and shall communicate the current certificates as proof to MTCE Purchasing department without being requested to do so, as well as the loss of a certificate.

## Applicable law

For all legal relationships that result for the contractual partners and their legal successors from this QAA, from subsequent changes of this QAA or supplement agreements, the law of the Federal Republic of Germany shall apply exclusively, however, with the explicit exclusion of the provisions of the UN Convention on the International Contracts of Sale of 11 April 1980.

The place of jurisdiction is Villingen- Schwenningen.

If individual provisions of this contract should be subsequently declared invalid, the entire contract shall remain unaffected by that.

Date ………… Date …………

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MinebeaMitsumi Technology Supplier  
Center Europe GmbH