**Quality Assurance Agreement with Aerospace Suppliers**

between

 Schaeffler Supplier No.:

 UPIK/DUNS no.:

 (hereinafter referred to as the “Supplier”)

and

 (hereinafter referred to as the “Customer”)

**Preamble**

The competitiveness and position of the Customer in the world market is decisively influenced by the quality of its products. The faultless quality and reliability of purchased products (raw materials, components) have a direct influence on the quality of the Schaeffler Group's products.

This Quality Assurance Agreement with Aerospace Suppliers (QAA / S296004) is a contractual statement of the fundamental technical and organisational conditions governing all deliveries and services to the Customer, that are required in order to maintain the quality objective of "zero defects". It describes the minimum requirements that are placed on the Supplier's management system and is also valid, in quality assurance terms, by way of addition to customer-specific and regulatory requirements.

The conclusion of this Quality Assurance Agreement represents an indispensable step for a future business relationship with the Schaeffler Group.

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# Supplier's responsibility for the quality of his products and services

This Quality Assurance Agreement with Aerospace Suppliers (QAA) is a binding statement of the fundamental technical and organisational conditions governing all deliveries and services to the Customer, that are required in order to achieve the jointly intended quality objective of "zero defects". It describes the minimum requirements that are placed on the Supplier's quality management system.

The quality strategy of the Supplier must be oriented towards continuous improvement of his processes and services. This includes the qualification of all employees, in order to ensure the expertise required to meet customer demands on products, processes and services.

The Supplier is also under obligation to meet the objectives of "zero defects" and 100% delivery reliability and undertakes to observe confirmed dates and reduce costs.

The Supplier is responsible for the faultless execution of his products and services, in accordance with the technical documents agreed in writing (see section 3.1). He must check that the documents are complete and correct and, where necessary, request further information from the Customer. The Supplier must be aware of the requirements placed on the product and, in case of any ambiguities, obtain appropriate information from the Customer.

If the Supplier places orders with subcontractors, he is also under obligation to implement the requirements of this Quality Assurance Agreement with Aerospace Suppliers (QAA / S 296004) and of the purchase orders, as well as any applicable regulatory requirements, in relation to his subcontractors.

This QAA does not absolve the Supplier of his unlimited product responsibility, or of any associated problems that may arise.

The Supplier assumes full responsibility for the products and services he provides, including those from supply sources designated by the Customer.

The fulfilment of the order and aforementioned obligations must be ensured by means of suitable contingency plans, while taking account of potential risks or weaknesses.

# Quality management system

## General

As supplier to the Schaeffler Group for the Aerospace Division, certification to ISO 9001 (or an equivalent standard) is a fundamental requirement.

In order to qualify for classification as a strategic supplier to the Aerospace Division, the Supplier must provide evidence of certification to AS9100 and / or AS9120.

## Evidence of the quality management system

The Supplier takes responsibility for presenting his certificates to the Customer's relevant specialist Purchasing function, preferably using the Schaeffler Internet market place SupplyOn (for more detailed information, see www.supplyon.com) and stating the area of application, as well as for reporting updates immediately following the expiry of the period of validity or withdrawal of the certificate. As regards the definition of the area of application, the supplier must observe and fulfil the context of his organisation, the expectations of interested parties and external factors - in this instance in relation to the Customer (Schaeffler Group). Failure to achieve or maintain certification to AS9100 and / or AS9120 will lead to downgrading in the supplier evaluation (see Appendix 3, *Supplier Evaluation Introduction and Calculation*).

## Checking the quality management system, process and product quality

The Supplier must carry out internal process and product audits at regular intervals.

If quality deficiencies or system weaknesses are identified, the Customer has the right to check compliance with customer requirements at the Supplier's premises. Depending on the situation, this check can be carried out in the form of a technical discussion, a system audit or a process audit, and is agreed with the Supplier in good time before its planned implementation.

Furthermore, the Customer has the right, as necessary, to check the quality assurance measures of the Supplier, following prior agreement of the date and time, and this may be carried out with a person appointed by the end customer, the relevant regulatory or safety authorities and external inspectors.

The Supplier shall grant the Customer, the end customer, the relevant regulatory or safety authorities and the instructed external inspectors, access to the relevant areas in all facilities and levels of the supply chain and permit viewing of the corresponding documents, where these are considered to be relevant by the Customer or examining party.

# Fundamental preconditions and measures

In order to detect sources of defects at an early stage, specific preventive measures must be introduced. Defects occurring in production must be detected and suitable containment measures must be introduced in order to correct them.

## Technical documents

The quality characteristics to be complied with are defined in the technical documents, for example drawings, material specifications, product supply guidelines, delivery conditions, instructions valid for ordering, process guidelines, requirements specifications and design specifications from the Customer.

The Supplier must ensure that he is the current and valid version of the technical documents, as defined in the relevant purchase order, and that production and inspection is carried out in accordance with the agreed documents available to him.

## Advanced product quality planning

In order to develop and produce a product that meets the Customer's quality requirements and ensure a problem-free start to production, the Supplier must ensure, prior to the start of production, that all requirements are understood, all of the relevant processes are defined and capable, the corresponding interactions are defined and the necessary resources are available. The Supplier must also ensure that the stipulated time and cost objectives are fulfilled. The elementary components of Advanced Product Quality Planning are as follows:

### Assessment of the manufacturing feasibility of a product

Before confirming the order, the Supplier must assess the manufacturing feasibility of the product, taking account of his own production facilities. The Customer must receive verification of manufacturing feasibility in writing.

### Marking and traceability

The Supplier must comply fully with the requirements stipulated in the purchase order on product identification, configuration and traceability, throughout the entire manufacturing process.

In the event of a concern, it must be possible to securely identify and locate the defective products within the supply chain of the Supplier and Customer. The Supplier must therefore introduce and maintain a FIFO (First in – First out) system as well as a traceability system in advance.

### Products provided by the Customer

Products provided by the Customer must be included in the QM system of the Supplier and will remain the sole property of the Customer at all times. The ownership structure must be ensured at all times by means of appropriate marking. Provided products may also include tools, inspection equipment, containers, materials or semi-finished products.

### Supply sources approved by the Customer for special processes

If stipulated in the purchase order, the Supplier may only use subcontractors for special processes who have been approved by the Customer and are accredited to NADCAP. This requirement is valid for suppliers who perform special processes in the handling of their internal operations, such as heat treatment, coating, non-destructive testing etc. The Supplier must implement this requirement in relation to his subcontractors.

### Analysis of possible defects

In order to prevent the occurrence of quality problems during volume production or at the Customer's premises and to keep the required inspection work to a minimum, an analysis of potential defects and their consequences (FMEA = Failure, Mode and Effects Analysis) must be carried out.

The document must be updated on an ongoing basis if modifications are made to the product or process, or in the event of a concern.

## First Article Inspection in accordance with AS 9102

During the initial production run of a new part or an assembly, the Supplier must carry out a First Article Inspection (FAI) on a representative part in order to ensure that processes, in-process documentation and tooling are capable of manufacturing products that meet the requirements stipulated in drawings and specifications.

The sampling operation must be repeated if changes occur that may influence the results of the initial sampling process and render them invalid.

A First Article Inspection Report (FAIR) can be produced as a full or partial report (following consultation with the Customer) in the following cases:

* manufacture of new parts
* change in design affecting the fit, form or function of the part
* new supplier or new production location, or change in material or supplier process
* suspension of production for longer than 2 years
* at the Customer's request

FAIRs are to be produced using AS 9102. An FAI does not, in any way, relieve the Supplier of his obligations or responsibility for the products or services he provides.

## Statistical process control and volume production inspection

A consistent quality level can only be achieved through a stable, statistically reliable process. The Supplier must therefore apply suitable control methods, such as in-process records. Process parameters that may influence product features, for example in heat treatment, welding and soldering processes or plastics injection moulding, must be documented accordingly. Process interruptions, for example broken tooling and measures governing quality must also be clearly visible from the records.

The Supplier is under obligation to take random samples at regular intervals and document the results. In order for a batch to be approved, the random sample should not be found to contain any defective products ("zero defects" principle).

For the monitoring of processes and thus product features based, for example, on the product drawing or specification, suitable methods must be applied by the Supplier, such as statistical methods or statistical process controls, AIAG, SPC, VDA or DGQ. The corresponding capability values for the agreed features shall be made available to the Customer within one working day on request.

A capable process exists when a long-term process capability study produces a capability factor Cpk ≥ 1,33. In the event of a non-capable process (Cpk < 1,33), the Supplier is under obligation to introduce appropriate corrective measures immediately. Furthermore, a 100 % inspection must be carried out until process capability is restored. The achieved process capability must be verified.

For economic reasons and with the aim of minimising defects, the Customer expects the Supplier to continuously improve his processes.

## Control of defective products

The Supplier must ensure that a product which does not comply with product requirements is marked and controlled accordingly, in order to prevent its inadvertent use or distribution. Products which are flagged for scrapping must be clearly and permanently marked or precisely controlled until rendered unusable.

### Detection of defects at the Supplier's premises

If the product or service to be supplied is found to have a defect at the Supplier's premises, during the production process, the Supplier must interrupt and correct the process immediately. In this instance, all products manufactured since the last random sample inspection that gave a positive result (last good part) must undergo a 100% inspection. Defective products must be secured without delay and stored in a safe location ("quarantine store") until the cause of the defect has been resolved. All corrective measures introduced must be clearly documented in the records.

If, following a subsequent inspection, the defective products cannot be reworked, then these must be scrapped accordingly. In the case of products provided by the Customer, the defective products must be marked and returned to the Customer. In the event of rework, all stipulated volume production inspections must be carried out.

### Compulsory reporting of potentially non-conforming products

If, upon containing the defective quantity, it is found that defective products may already have been delivered to the Customer, the relevant quality assurance departments at the Customer's recipient plants must be notified immediately and a further course of action clarified. The Supplier must assist the Customer in identifying and monitoring all potentially non-conforming products in accordance with supervisory regulations.

## Request for special release

If no special release is granted by the Customer, the Supplier is not authorised to make independent decisions about the product or services to be provided.
In all cases, an amendment or the presentation of products as *“use as is”* is not permitted.

The Supplier is permitted to rework products or services in accordance with a process approved by the Customer, so that these comply with specifications and drawings; the Supplier must, however, convince the Customer that the amendment has been performed correctly and ensure that the performed amendment does not have a detrimental effect on the contractual products.

### Request for deviation approval / special release

In the event of deviations from the product or service specification (drawing, technical delivery condition, material, material properties etc.), or from the approved process, the Supplier must request a special release from the Customer before the products are despatched.

Written consent must be obtained from the Customer, via the contact person stated in the purchase order, using the customer-specific application form (see Appendix 1, QAA / S 296001 Part 3 – *Modification Approval / Special Release*).

### Request for modification approval

The Supplier must inform the Customer of planned changes to the product, process, material or manufacturing location (machine or location) prior to their implementation. Written consent must be obtained from the Customer, via the contact person stated in the purchase order, using the customer-specific application form (see Appendix 1, QAA / S 296001 Part 3 – *Modification Approval / Special Release*).

The Supplier may only introduce the changes once these have been checked and approved by the Customer. Once the change has been introduced, the Supplier will carry out a written assessment in order to confirm that the achieved results have served the desired purpose without impairment of product conformity.

## Detection of defects at the Customer's premises

If defective products are only detected once they have reached the Customer, the Supplier must introduce appropriate measures immediately to contain the defect.

The Customer notifies the Supplier of a complaint in writing or in text form, e.g. in the form of an inspection report. The subsequent concern analysis and generation of effective corrective measures takes place in accordance with Appendix 2, QSV / S 296001 Part 4 - Concern Processing.

Complaints are fed into the supplier evaluation (see Appendix 3, *Supplier Evaluation Introduction and Calculation*), which represents an important decision-making criterion for the Customer in the placement of new orders.

After first notifying the Supplier, Schaeffler is entitled to substitute performance, in particular sorting / rework activities, at any time.

## Escalation process

In the event of cumulative quality problems or repeat concerns, the Customer is entitled to place increased requirements on the inspection of goods at the Supplier's premises or introduce other measures, which may ultimately include the disqualification of the Supplier.

These requirements are described in Appendix 4, QAA / S 296001 Part 6 – *Escalation Process*.

## Preservation, packaging and marking

### Preservation

During the manufacturing process and delivery to the Customer, the Supplier must preserve the product in such a way that all product requirements are unaffected. The preservation process must meet all customer requirements, as well as the relevant official requirements, and include the following as appropriate:

* cleaning
* protection, detection and elimination of foreign bodies
* special handling of sensitive products
* marking and labelling, incl. safety guidelines
* racking control and inventory turnover
* handling of hazardous substances

### Packaging and marking

The Supplier is responsible for protecting the products he supplies and must use suitable packaging / external packaging and means of transport. At delivery, both the (external) packaging and the products themselves must be marked in accordance with the agreements reached with the Customer and the applicable customer packaging specifications.

As a minimum, the delivery note and packaging units (external packaging, individual packaging) must be marked with the:

* purchase order number / customer order number
* quantity and unit
* customer identification number or customer standard with revision level

Additional information, where appropriate, may include:

* customer material number
* batch number (if requested in the material specification)
* a copy of the deviation approval / special release (see Appendix 1, QSV / S296001 Part 3 – *Modification Approval / Special Release*)
* reference to any partial or remaining deliveries
* marking of initial production samples
* country of origin
* date of manufacture
* storage life
* expiry date

## Function, reliability and rating life tests

If information about the long-term behaviour of the products is provided in the drawings and specifications, it is the responsibility of the Supplier to carry out this test. The nature and scope of these tests must be defined by mutual agreement. This test can only be omitted by the Supplier following written authorisation from the Customer's Quality Assurance department.

## Release certificate

Unless described otherwise in the purchase order, all products are released by the Supplier using a signed declaration of conformity to EN 10204 type 2.1 or other comparable document.

If explicitly required, the Supplier must use a specific test report (EN 10204 type 3.1) or release certificate (EASA form 1 / FAA 8130) to release the products.

Unless described otherwise in the purchase order, the Supplier must store the release certificates for a minimum of 10 years and be able to make these available to the customer within 24 hours at the customer's request.

## Archiving of records

The Supplier must store all of the necessary records as verification that the products have been manufactured or transferred in accordance with the requirements described in the relevant purchase order. The records must be stored in a safe place and in a manner which ensures they remain legible, easy to identify and retrace and are only accessible to authorised persons. Storage rooms and/or containers must offer sufficient protection against fire, water or other damaging influences. This also applies to optical and electronic data carriers.

Unless described otherwise in the purchase order, the Supplier must store all records for a minimum of 70 years.

Representatives acting for the Customer, the end customer and/or the relevant regulatory agency/authority must be granted access to the data and documents on an arranged date.

If the company is liquidated before the retention periods expire, all records must be transferred to the legal successor or made available to the Customer.

## Inspection equipment

The supplier must be equipped with inspection equipment which allows him to check all product features. If an external company is used, this must be appropriately accredited to carry out inspections.

If necessary, suitable inspection equipment and methods should be matched to each other between Supplier and Customer.

The supplier’s inspection equipment must be subjected to controlled, appropriate and verifiable monitoring. Suitability of the inspection process and suitability of the measurement and inspection systems must be ensured.

## Environment, safety, recycling

As part of his commitment to the environment and to health and safety, one objective of the Customer is to eliminate any negative effects on people and the environment resulting from the products he manufactures and purchases. The Supplier is under obligation to comply with valid laws and directives.

The materials and operating materials used by the Supplier, as well as their ingredients, must comply with statutory regulations governing the environment, safety and recycling and, where applicable, with customer standards or drawing notations which have been agreed separately in writing.

Certification to ISO 14001 is desirable and is included in the supplier evaluation (see Appendix 3, *Supplier Evaluation Introduction and Calculation*).

## Checking of contractual products supplied

A goods inwards inspection is only conducted by the Customer in respect of outwardly visible damage and outwardly visible deviations in identity and quantity. The Customer gives notice of such defects without delay. Furthermore, the Customer will give notice of defects as soon as they are identified in accordance with the conditions of an acceptable business operation. In this respect, the Supplier waives the objection to delayed notification of defects.

## Delivery performance

The Supplier is under obligation to comply with and monitor the agreed quantities and the date. If he establishes that it will not be possible to supply the ordered delivery quantity on the agreed date, the Customer must be informed immediately via the contact person stated in the purchase order.

Deviations from the agreed delivery date and agreed quantity are also fed into the supplier evaluation (see Appendix 3, *Supplier Evaluation Introduction and Calculation*), which represents an important decision-making criterion for the Customer in the placement of new orders.

The Supplier must assess his delivery performance on a regular basis - including cases associated with additional freight costs. This information must be made available to the Customer on request.

## Training and qualification of employees

All employees must be appropriately qualified in their area of duty. For special processes (e.g. non-destructive testing, coating, heat treatment) only persons with the stipulated qualifications may be used. The Supplier must keep and store records on the training and qualification of his employees.

# Additional customer requirements

## Process monitoring by means of CQI assessments

The Supplier is under obligation to observe the requirements of the AIAG (Automotive Industry Action Group) governing the assessment of technical processes by means of annual "CQI assessments" (Continuous Quality Improvement), which are also applicable within his supply chain.

The CQI assessments should be made available to the Customer on request.

The requirements described in this chapter can be replaced by an NADCAP certification and are valid for the following specific processes only: heat treatment, electroplating, surface coating, welding processes, soldering processes, plastic moulding processes and casting processes

## Product Safety Coordinator (PSB)

In order to ensure the requirements relating to product safety and product liability, the Supplier must nominate a coordinator for every production location within his organisation for this function. If a coordinator is not specifically nominated, the Customer will assume that the Quality Manager / QM Coordinator of the Supplier is fulfilling this function.

## Conflict Minerals - Enquiry in Accordance with Dodd Frank Act Section 1502

Due to an initiative by the American regulatory body the SEC (Securities and Exchange Commission), the Customer is under obligation to provide information to its customers within the supply chain on the use of certain materials known as "conflict minerals".

This concerns the minerals gold, tin, tantalum and tungsten (and their derivatives) in connection with their origin from the region of the Democratic Republic of Congo (DRC). If the Supplier uses these minerals in products for the Customer, he is under obligation to respond annually to a corresponding customer questionnaire.

Further information is available from the organisation AIAG ([www.aiag.org](http://www.aiag.org/)).

## Prohibited and declarable substances

The requirements defined in customer-specific standard *S 132030-1 Prohibited and declarable substances* must be observed for products which are delivered to the Customer (see Appendix 5, *S 132030-1 Prohibited and declarable substances*).

Compliance with these requirements does not absolve the Supplier of his responsibility to observe additional laws and regulations.

# Additional requirements for distributors

## AS 9120 training:

The following additional requirements apply in accordance with AS9120 to distributors engaged in the sale of products for the aerospace and defence fields:

### Authenticity check

The distributor must check the authenticity of all sales products and associated technical data immediately on receipt. If the authenticity of the products is called into question, the products concerned must be rejected.

### Suspicion of unapproved products

All employees involved in sales activities must be mindful of possible unapproved products, report suspect cases to the Customer immediately and assist the Customer in identifying and monitoring all potentially non-conforming products in accordance with supervisory regulations.

### Inventory control

The distributor must implement rigorous inventory control in accordance with the "First In First Out" principle.

# Running time, termination

This Quality Assurance Agreement is effective once it has been signed by both parties and is valid for an indefinite period. It applies to the full extent of the business relationship between the parties involved.

This Quality Assurance Agreement may be terminated in writing by either contracting party with twelve months' notice if notice is submitted by the end of the month.

The termination of this agreement has no effect on the continued validity of any agreements made between the parties under the scope of this Quality Assurance Agreement. The conditions of this agreement will continue to apply to such agreements.

# General

* The Supplier acknowledges the Supplier Code of Conduct of the Schaeffler Group in its currently valid version, which can be viewed at [www.schaeffler.de](http://www.schaeffler.de/) under the heading “Suppliers”, sub-heading “Supplier Code of Conduct”, or is sent to the Supplier on request, and gives his assurance that he has established and implemented the principles of corporate responsibility stated therein within the company. He must also place the subcontractors employed within the scope of the contractual services under the same obligation.
* The place of jurisdiction and applicable law are determined by the provisions expressly agreed between the parties.

Unless the parties have expressly agreed such provisions, the contractual relationship shall be governed by the laws of the country in which the registered office of the participating company of the Schaeffler Group is based. The place of jurisdiction is the registered office of the respective company of the Schaeffler Group, unless another exclusive jurisdiction is established.

* If a provision is or becomes ineffective, the validity of other provisions will remain unaffected.
* Agreements which deviate from this QAA are only valid if confirmed in writing.
* If the Supplier also supplies products, processes and services to Schaeffler outside the Aerospace Division, conclusion of the "QAA for production material suppliers" will also be required.

# Appendices

The following appendices to the current version of the Quality Assurance Agreement with Production Material Suppliers (S296001) are an integral part of the Quality Assurance Agreement with Aerospace Suppliers (S 296004).

 (see *www.Schaeffler.de / Company / Suppliers and Sub-suppliers/ Quality Requirements)*:

Appendix 1 *S 296001 Part 3 Modification Approval / Special Release*

Appendix 2 *S 296001 Part 4 Processing of Concerns*

Appendix 3 *Supplier Evaluation Introduction and Calculation*

Appendix 4 *S 296001 Part 6 Escalation Process*

Appendix 5 *S132030-1 Prohibited and declarable substances*

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