

QUALITY ASSURANCE AGREEMENT

between

represented by _____

and

Zoerkler Gears GmbH & CoKG

Friedrich Zoerkler Strasse 1

7093 Jois

represented by _____

The following points, to which we explicitly refer, have to be adhered to when dealing with orders for manufacturing/delivery of products/parts.

1) Compulsory registration

If it is after delivery of the product detected that the product does not correspond to the order requirements (drawings, specifications, standard,...), a brief description of the deviation has to be provided to company Zoerkler immediately. If the supplier loses his system certification according to ISO 9001 respectively changes the scope/area of the certified system, company Zoerkler has to be informed immediately.

1.a. Release of deviations in production: For a release of any deviation, a written approval by company Zoerkler has to be acquired, concerning any deviations on the product which do not correspond to the order requirements (drawings, specifications, norms,...).

2) Supplier audits

In order to comply to the requirements of law and contract, it may be partly necessary, to conduct audits at the supplier. In the course of such audits by a representative nominated by us, it is also possible that our customers respectively representatives of a third party authority accompanies the audit. The supplier is obliged to provide to the audit team, after prior coordination of appointments, access to the relevant areas.

3) Disclosure of orders/work shifts

The allocation of work to a subcontractor requires an explicit consent of Zoerkler. The same is valid, if the supplier takes over the allocated work again by himself. It must also be ensured by the organization that requirements which were set in advance by company Zoerkler are also adhered to by the subcontractors.

4) Keeping a record of measurement respectively test protocols

If not agreed upon differently, measurement/test protocols have to be kept in a way that permits accountability to the required criteria.

Test documents, material certificates, which document the status of the product, have to be sent in form of a copy to us.

The component labeling has to enable an assignment to the material certificate (2.1, 3.1, ...) respectively to other test documents/protocols.

5) Archiving of recordings

If not agreed upon differently, any production documents which enable the process of formation of a product respectively its conformity to the defined guidelines, have to be kept at least 15 years. Readability and protection against destruction and theft has to be ensured.

6) Procedure for not clearly defined respectively known requirements

Specifications/norms respectively other references have to be taken from drawings/orders and checked for feasibility. In case of identifying discrepancies, immediately contact the purchasing department for clarification.

7) Complaints

On complaints of company Zoerkler the supplier has to react in an adequate way (e.g: report of remedial measures, 8D-Report, ...), in order to ensure sustainable measures for removal of mistakes on our products. The kind of introduced measures have to be sent to us for information.

8) Modifications of production procedures

If the supplier conducts modifications on the product and/or the process, modifications on his suppliers, modifications of the site of the production facility, company Zoerkler has to be informed and, if necessary, for an approval has to be applied.

9) Physical destruction of products

It has to be ensured that products and parts which turn out to be useless are devoted to a physical destruction. If provided parts are concerned, the useless parts have to be labeled accordingly and returned to company Zoerkler.

Date:

Date:

Signature supplier

Signature Zoerkler Gears GmbH & Co KG