	QAA General		VU-3500-001
			Rev. 2.0
			Seite 1 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

Quality Assurance Agreement for Production Material

by and between

Nidec GPM GmbH
 Schwarzbacher Str. 28
 D-98673 Auengrund OT Merbelsrod

– hereinafter '**NGPM**' –

and

– hereinafter '**Supplier**' –



	QAA General		VU-3500-001
			Rev. 2.0
	Erläuterndes Dokument		VA 7.4-3500-001

Table of contents

1. Introduction
2. Supplier's General Obligations
3. Quality Management Systems
4. Product Engineering Process
5. Defective Products
6. Insurance
7. Supplier Escalation Process
8. Sub-Suppliers
9. Confidentiality
10. Final Provision
11. International Standards
12. Place of Performance, Place of Jurisdiction
13. Term

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 3 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

1 Introduction

The level of NGPM's customers' satisfaction is to a very large extent influenced by the quality of the parts purchased from its suppliers. Therefore a supplier's quality capability as well as the quality and reliability of their products are crucial deciding factors when awarding contracts.

This Quality Assurance Agreement is a contractual instrument enabling suppliers and NGPM to mutually define technical and organisational processes aimed at manufacturing defect-free products and delivering them on time, in the right quantity and within specification. Mutually agreed measures for defect prevention and early defect recognition significantly help to keep the product's manufacturing costs low. The Agreement contains regulations on immediate and corrective measures in the event of complaints along with duties for fostering the productive efficiency of both contracting parties.

NGPM demands a 'Zero-defect target' from its suppliers. To achieve this target, consistent advanced quality planning, its implementation in production, effective range monitoring, re-qualification and continuous improvement (CIP) are essential.


This Quality Assurance Agreement for Production Material is an essential component of the Framework and Supply Agreements, single orders as well as the entire business relationship between the Supplier and NGPM and applies to all products delivered to NGPM.

2 General obligations of the Supplier

- 2.1 The Supplier delivers on the basis of the General Procurement Terms of NIDEC GPM GmbH in their respective valid version. These can be viewed and retrieved in the download area of Nidec GPM's Group homepage at http://www.nidec-gpm.com/pdf_download.html .
- 2.2 In the context of quality management, the Supplier is obligated to provide defect-free deliveries of products and services. In particular, the Supplier guarantees that all products to be delivered by it (i) comply with the respective specifications, and the agreed conditions, including the durability properties, (ii) that they can be used for the intended purpose and (iii) are manufactured and inspected according to the rules of the quality management system required. In addition, the Supplier assures that the respective current state-of-the-art technology has been followed.

The Supplier shall document its process to ensure that purchased products, processes, and services conform to the current applicable statutory and regulatory requirement in the country of receipt, the country of shipment, and the customer-identified country of destination, if provided.

The Supplier is to **ensure compliance** with the following on which NGPM's Order is based: drawings; if applicable, 3D data models and specifications / specification sheets in accordance with the valid documentation at the time of the order or the conclusion of the Supply Contract.

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 4 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

Deviations and/or amendments are subject to the change request service and require NGPM's approval.

- 2.3** The Supplier assures to use all the required human, organizational, technical and financial resources in order to ensure the quality of the products. In particular, the Supplier ensures by means of a distribution system that all departments concerned always have the most recently valid technical documents provided by NGPM. In accordance with this procedure, the Supplier shall also involve its Sub-Suppliers.
- 2.4** Generally, any changes which concern the product, manufacturing process, production processes, materials, inspection procedures and inspection equipment, changing Sub-Suppliers, changing production sites, intended change of production facilities on-site, etc. shall be reported via a change request (download at www.nidec-gpm.com) to NGPM at least six months before the planned change. The change is to be approved by NGPM before it is implemented. In the case of electronic data exchange, a confirmation of receipt (e-mail or fax) shall be necessary. Also see the alert matrix in accordance with VDA volume 2.

Supplier's new production sites are generally not approved by NGPM until a process audit has successfully been passed. Production for NGPM at these production sites cannot start before then.


Any changes to the product and in the process chain of components requiring initial samples are to be documented by the in a product history and provided to NGPM upon request.

The documentation of incoming goods inspections (concerning vendor parts and other preliminary products of the sub-supplier); the function, reliability and life-time tests; the outward inspections; as well as, if applicable, the fault analyses, are retained by the Supplier for the entire product life cycle but no less than 15 years after EOP. The Supplier allows NGPM to inspect the records upon request. In individual cases, NGPM can demand a longer retention period.

3 Quality Management Systems

- 3.1** To be able to guarantee faultless quality of their products and services, the suppliers must provide evidence of an appropriate and functioning quality management system pursuant to EN ISO 9001 in the respective valid version. In addition, the Supplier must do everything necessary to obtain the certification according to the valid QMS standard of the automotive industry (certification IATF 16949). Regarding this, a strategy for achieving this standard is to be submitted upon concluding this QAA. The Supplier shall send new or extended certificates to NGPM, unprompted.

If the Supplier awards contracts to sub-suppliers, it shall promptly inform NGPM of this and ensure that the sub-suppliers likewise meet the requirements of this Quality Assurance

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 5 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

Agreement. The Supplier is fully responsible to NGPM for the quality of its services and those of its sub-suppliers. This also applies to set suppliers determined by NGPM.

3.2 Process audits

If applicable at short notice or periodically, NGPM reserves the right to perform process audits pursuant to VDA 6.3 at the Supplier and/or in agreement with the Supplier at its subcontractor.

The Supplier permits NGPM to ascertain by means of audits whether its quality assurance measures meet the NGPM's requirements. In addition, NGPM reserves the right to audit the Supplier's quality management systems, processes and products and, if applicable, those of the Supplier's Sub-Suppliers or have these audited by a third party.

The Supplier grants NGPM and, if necessary, customers of and/or parties commissioned by the latter access to all production sites, inspection bodies, storage areas and adjacent areas as well as access to quality-relevant documents. NGPM shall inform the Supplier of the results of these audits. A prerequisite for the awarding of contracts are a positive audit outcome and valid certificates.

If NGPM deems measures necessary, the Supplier is obligated to create a catalogue of corrective and preventive measures without delay, to implement it as per schedule, and to inform NGPM about it.

NGPM reserves the right to inspect the effectiveness of the measures introduced.

3.3 Supplier self-assessment

At the request of NGPM, the Supplier performs a truthful voluntary self-assessment of its company at short notice (supplier self-assessment) and sends this to NGPM with the corresponding evidence. The form templates to be used are provided in the download area of Nidec GPM Group's Homepage (www.nidec-gpm.com).


NGPM reserves the right to check the information at the Supplier's.

3.4 Advanced product quality planning(APQP)

Supplier carries out advanced product quality planning according to the process recognized by the automotive industry and to document that. The respective process shall be agreed with NGPM at the start of the project. On NGPM's request, Supplier shall present the documentation or grant access to the documentation.

3.5 Proof of process validation

To gain proof of the capability of the processes, process validations shall be carried out in all phases of a project by the Supplier (e.g. by means of process capability analyses). VDA volume 4 'Securing quality in the procedural landscape' from the 'Quality management in the automotive industry' series, provides instructions on performing process capability analyses in general.

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 6 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

4 Product engineering process

4.1 Planning & approval

NGPM shall provide the Supplier with all existing product requirements. During the contract review, the Supplier is obligated to test the feasibility by conducting a feasibility study using the received technical documents provided, such as specifications, drawings, product specification sheets, BOMs, CAD data, etc. To do this, and during the development phase, the Supplier applies appropriate preventative advanced quality planning methods, such as reliability studies and FMEAs. It shall consider experiences (process sequences, process data, capability studies, etc.) from similar projects. The Supplier informs NGPM of recognised defects and risks, as well as possibilities for improvement immediately in writing and provides proof that this has been done in the format required by NGPM.

4.2 Supplier is obliged to document the accomplishment of its quality assurance measures, in particular, measurement values and test results, as well as maintain retain samples.

4.3 Supplier is obliged to grant NGPM full access to its documentation at the latter's request and provides necessary samples. In addition, it supports NGPM in analysing the documentation and samples.

4.4 Product engineering process & product approval:

The implementation of the machine capability study and the process capability study are specified in VDA volume 4 and AIAG Wording SPC and to be performed accordingly. Any deviations from this is to be agreed with NGPM.

Minimum requirements for capability variables:


- Machine capability / Short-term process capability Cmk: ≥ 1.67
- Preliminary process capability Ppk: ≥ 1.67
- Process capability / Long-term process capability Cpk: ≥ 1.33

Deviating requirements (for example, due to NGPM's requirements) are to be coordinated by NGPM with Supplier.

For incapable or uncontrollable processes, a 100% inspection, which considers the uncertainties at the specification limits, is required (see DIN EN ISO 14253-1).

4.5 Interim & final tests

For interim and final inspections of products, the Supplier only uses appropriate measuring and inspection equipment pursuant to VDA volume 5. Inspection scopes and procedures which are specified in the technical documents are binding. Any amendment to them requires NGPM's written consent.

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 7 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

4.6 Measuring and inspection equipment

The Supplier is obligated to equip itself in type and quantity with such calibrated and appropriate inspection equipment so that all product features can be inspected. In the event that an external service provider is used for inspection tasks, it must be demonstrably accredited accordingly. If necessary, inspection equipment and methods shall be agreed upon between the Supplier and NGPM.

The suitability of the inspection equipment shall be proven according to VDA volume 5 (or ISO/CD 22514-7) in the respective valid version. Deviating methods and acceptance criteria shall be coordinated with NGPM.

All inspection equipment is to be managed using an inspection equipment management system, to be checked at defined intervals using inspection equipment monitoring (maintenance, calibration, repairs) and to be documented in the inspection equipment management.

Inspection equipment monitoring is to be performed by appropriately qualified staff. Consistent usability through proper use and storage in periods of non-use shall be ensured.

4.7 Storage, Packaging & Shipping of Products


The Supplier is obligated to store products so that they are sufficiently secured against loss/theft and so that damage and/or changes to the properties of the material caused by environmental influences are excluded. Likewise, any damage to the goods during transport or shipping must be excluded.

Deliveries always occur in clean packaging units which have been determined in mutually confirmed packaging guidelines. Transport containers must be labelled with the VDA label as well as quipped with accompanying documents pursuant to VDA 4902 in order to guarantee clear identification. With regard to the labelling of products, parts and packaging, the provisions of the NGPM container and packaging guidelines for suppliers (see <http://www.nidec-gpm.com/>) shall be adhered to.

Any deviation from the existing labelling obligation require a written agreement between the Supplier and NGPM. Detailed residual dirt agreements are defined for the specific part as needed and conveyed to the supplier. In the context of the goods inward inspection, NGPM shall forward recognised defects in the packaging and cleanliness to the Supplier immediately after they have been determined. In this respect, the Supplier waives the right to object due to delayed notice of defects.

4.8 Material studies

All material testing (no older than one year) is to be performed according to the specified standards and inspection requirements. In addition, suitable/ capable measuring and inspection equipment must be used for this. In particular for aluminium die casting components, compliance

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 8 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

with the pore classification is to be proven in a suitable manner and/ or, following an individual requirement of NGPM, using for example, a CT or X-ray analysis, polished cut images, etc. This applies to both the initial sampling and change sampling, as well as to follow-up tools.

4.9 Traceability

Supplier undertakes to ensure the traceability of the products it supplies. In case of an established deviation, traceability must be possible to such an extent that affected deliveries can be identified. NGPM shall inform the Supplier of the data required for traceability.

4.10 Other samples

Other samples pursuant to VDA are products produced using resources, procedures and conditions not yet intended for the later series production (e.g., prototypes and pilot series parts). For other samples, the Supplier coordinates the manufacturing and inspection conditions with NGPM and documents these.

The aim is to manufacture other samples under production-oriented conditions. Other samples shall be delivered together with documentation and inspection reports. Packaging and delivery documents shall be labelled clearly in accordance with the NGPM guideline - Component labelling (see http://www.nidec-gpm.com/pdf_download.html).

4.11 Initial samples


Initial samples are products that have been manufactured and inspected under series conditions (machines, facilities, operational and inspection equipment, processing conditions) and that correspond, given a stable production process, to the series production with regard to dimension, material, material properties and function. This is based on the specification of VDA Volume 2 and/or the requirements according to the AIAG's Wording PPAP.

The inspection results of all features are to be documented and clearly labelled in a VDA initial sample inspection report and/or PPAP. The EC safety data sheet is, like a valid IMDS record, a component of the initial sample inspection report. Measured parts are to be clearly and consecutively numbered to guarantee attribution of the parts to the measurement results. If needed, the labelling method shall be coordinated with NGPM.

Incomplete initial samples and/ or initial sample documentation are not accepted and shall be rated with the inspection outcome 'rejected' by NGPM.

The number of initial samples to be delivered shall be determined by the initial sample order and shall be agreed with NGPM, if necessary. The initial sample shipment is to be clearly labelled on the packaging and the delivery documents as 'initial sample'.

Expenditure from additional sampling loops at NGPM or its customers due to deviations from drawings or incomplete documentation are invoiced to the Supplier. Initial sample inspection

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 9 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

reports rated only with the overall decision of 'approved with reservations' or 'rejected' are to be resampled free of charge at NGPM.

If deviations become apparent in the context of producing the sample, these shall be discussed with NGPM, including an action plan, before the sample is submitted.

For the inspection decision on a sampling activity presented to NGPM, the Supplier must generally plan for a minimum handling time of four weeks for the processing of a testing decision for a sampling process presented to NGPM. A further eight weeks shall be estimated for the decision by the OEM (if necessary). The Supplier shall guarantee a stable and quality-conforming delivery of the currently approved component within this timeframe. Planning and producing of necessary follow-up tools shall also be based on this approval period (12 weeks).

4.12 Series deliveries can only take place after approval of the initial sample by NGPM. In the event of a conditional approval or rejection, a new submission in accordance with the guidelines of VDA volume 2 or the guidelines according to PPAP is required. The agreed sampling planning shall be the basis for this.


4.13 Supplier assures by inspections during manufacturing as well as regular product, Shipping and process audits that all valid specifications for delivery, including preservation, pack-aging, cleanliness and delivery documents are fulfilled. It shall perform an internal process approval and document these results and the measures introduced. The results and/or the documentation of the internal PPF according to VDA volume 2 or PPAP together with the performance test (part of the process validation) shall be attached to the initial sample inspection report and sent to NGPM.

4.14 Requalification

The Supplier performs a requalification inspection at least once a year starting from the initial sample approval and unless otherwise agreed with NGPM to prove a stable level of quality for each product. After prior agreement with NGPM, the requalification of similar parts for NGPM can occur per product group ('family') and/ or include results from current series inspections, such as for example:

- cyclical series approvals
- product audits (aggregates, modules, components, parts, etc.)
- records of initial and final inspection
- SPC assessments
- initial samples
- Goods inwards inspection.

The requalification inspection occurs pursuant to the guidelines for initial sample inspection and must contain all specifications for the product provided by NGPM on material, dimension and function.

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 10 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

Other testing scopes shall be agreed with NGPM. Planning of the requalification inspection shall be submitted to NGPM with the initial sampling. The requalification inspection must be shown in the production control plan. The results must be documented and be available for customers assessments. The results can be documented on the form of the initial sample inspection report. In case of negative inspection results, the Supplier must contact NGPM immediately. The risk for NGPM, causes of defects and remedial measures are to be stated.

- 4.15** In case of tool damage and/or disruptions to machines, the Supplier ensures by means of appropriate measures that provision of the client with products is guaranteed (for example, fast, contractually secured access to tool manufacturers and/or machine maintenance of the relevant manufacturer, material safety stock). To prevent process interruptions, the Supplier maintains preventive and anticipatory repairs/maintenance.

The necessary capacities are to be determined in the context of the contract review and their provisioning is to be ensured at any time. Necessary redundancies are to be kept ready by the Supplier. An emergency strategy shall be developed by the Supplier. Changes to the approved process are to be communicated in advance to NGPM for approval.


5 Defective products

- 5.1** After receipt of the delivery, NGPM shall without delay perform an identity and quantity inspection as well as checks the delivery for obvious packaging and transport damage. NGPM shall inform the Supplier without delay of defects determined here. NGPM shall inform the Supplier of unrecognised defects within a reasonable time period as soon as these are determined according to the conditions of a proper business process. In this respect, the Supplier waives the right to object due to delayed notice of defects.

If the Supplier suspects there to be a delivery of defective products, it informs the NGPM's quality management and purchasing departments immediately. This information serves the purpose of limiting potentially occurring or already occurred damage.

- 5.2** The Supplier guarantees that only products meeting the specification will be shipped. If defective parts have been delivered, the Supplier assures the immediate rework of the defective part - where possible - if it is responsible for the defect. Should this not be possible due to time constraints, the Supplier is obligated to make a replacement delivery.
- 5.3** Should defective products of the Supplier cause interruptions or downtime for NGPM's customers, the Supplier reimburses NGPM for any incurred costs arising from the Supplier's defective products. Likewise, expenses for the internal and external complaint handling is claimed in form of complaint processing and logistics expense. Additional expenses arising for NGPM shall be comprised proportionally from the following factors:

- Inspection and complaint creation costs (administration)
- Costs for replenishment activities Goods inwards inspection

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 11 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

- Internal logistics costs
- Return shipping costs (administration and handling)
- 8D report administration costs
- Direct debit administration costs
- Expenses for technical revisions.

5.4 Recourse Action

A recourse action is necessary every time NGPM has to bear additional expenditure, caused by Supplier, such as travel costs and daily expenses for NGPM auditors, which fail to have the requested effect (target fulfilment) at the Supplier's. The recourse action is based on activities performed, depending on daily expense incurred (number of man days for NGPM auditors at the Supplier) and travel costs at a fixed national or international rate.

In the following cases, recourse action for additional expenses incurred by NGPM shall be provided:


- if due to the Supplier's unacceptable response time, a process audit or a problem analysis must be scheduled,
- if extra-curricular activities or problem analyses are initiated due to the Supplier's delivery or quality issues,
- if Supplier's self-assessment cannot be confirmed by a self-audit (SL with A rating) during process audit,
- if A rating is not achieved in the agreed time and hence requires an additional process audit,
- if production volumes already awarded or existing are moved to another production site, requiring a new assessment of the new production,
- if significant process changes and also changes in the supply chain or outsourced process steps require resampling and/or evaluation of the quality capacity.

If the implementation of safeguarding measure according to this QAA, such as for example, a technical revision, necessitates the definition of direct safeguards, or if the technical revision is rated 'Red', the Supplier can be invoiced for travel costs and other costs incurred. NGPM reserves the right to perform a process and product audit at any time during critical projects and/or in case of Supplier's unacceptable reaction time.

5.5 Complaints

In case of complaints by NGPM the Supplier responds immediately. On working days, it will send an initial written statement / 8D report within 24 hours (E-mail).

In case of complaints that are demonstrably Supplier's fault at goods inwards, on the factory line and/or at NGPM's customer, the products subject of the complaint are normally returned. In such cases, the Supplier shall immediately make a faultless follow-up delivery. For products with low stock, the Supplier can also be requested to rework/sort stock to avoid down times. It shall meet these requests immediately, i.e. normally on the working day following the complaint.

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 12 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

In exceptional cases, the extra work/sorting can be conduct-ed out by NGPM or a company assigned by NGPM. The Supplier shall be informed of this.

In these exceptional cases, in particular to avoid down times, NGPM shall obtain Supplier's prior consent which the latter may not unreasonably refuse, in case the Supplier is un-available, NGPM can begin with the rework/sorting or assign an external service provider if it is a matter of urgency.

However, NGPM shall subsequently obtain the Supplier's consent on the next working day during regular business hours. This subsequent consent may not be refused unreason-ably. The Supplier shall bear any costs demonstrably caused by complaints.

In every case of rework/remedial actions for which the Supplier is responsible, it has to send a suitable rework instruction/ working instructions with regard to the activities to be performed either to NGPM or an external service provider within three hours of notifying NGPM of the defect/omission. The Supplier undertakes to obtain detailed information. The rework instruction / working instruction to be sent as per is subject to a qualitative assessment by NGPM. Based on this assessment, rework shall be performed as per Supplier's guidelines at NGPM or NGPM's customer's. Costs for creating an appropriate rework instruction/ working instruction by NGPM due to Supplier's time delay are borne by the Supplier as the responsible party.


- 5.6** If in the event of a complaint (initial sample or series), NGPM issues a deviation authorisation with a temporal or quantitative restriction (deviation authorisation), this does not re-lease the Supplier from its obligation to remedy the defect as quickly as possible. The re-sponsible party of the deviation authorisation shall be invoiced for the additional expenses resulting from this. This also applies to potentially incurred costs for approval from OEM.
- 5.7** In cases of necessary rework to the Supplier's products, the Supplier conducts a risk assessment with respect to additional process steps and their effects, in particular on dimensional accuracy, function, stability, appearance and lifespan and provides this to NGPM. The Supplier ensures that rework has no detrimental effects on its products.
- 5.8** Product-specific agreements are defined and determined in the order, contract and/or in the construction and specification documents (for example, drawings, specification sheet, etc.).

6 Insurance

The Supplier ensures that it takes out product liability insurance, an extended product liability obligation and recall costs insurance each with a value of at least 2.5 million euros.

7 Supplier escalation process

To ensure continuous quality performance, NGPM uses a supplier escalation process which divides quality performance into escalation levels S0 (standard process) to S4 (disqualifying the

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 13 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

supplier). The Supplier is informed of changes to the levels by NGPM and ensures that the necessary measures to transition into the standard process are implemented immediately. Detailed information about the escalation process can be viewed and downloaded in its current valid version in the download area of NGPM's company homepage at www.nidec-gpm.com/pdf_download.html.

8 Sub-Suppliers

8.1 Supplier shall implement the quality requirements described in this Quality Assurance Agreement analogously to its Sub-Suppliers.

8.2 Generally, the Supplier shall be responsible for the development of its Sub-Suppliers. NGPM reserves the right to also audit Sub-Suppliers. However, this does not release the Supplier from its responsibility towards the subcontractor and NGPM.

9 Confidentiality

All of the information contained in the NGPM Documents or otherwise provided to Supplier by NGPM ("NGPM Information") must be held strictly confidential by Supplier.


Supplier shall only use NGPM Information for the purpose provided for in this Agreement and shall apply the same care in maintaining the confidentiality of the NGPM Information as he would use to protect his own information, but at least the care required in the industry.

NGPM Information may only be disclosed to third parties upon the prior written consent of NGPM, and all reasonable precautions must be taken to prevent the access of NGPM Information to third parties.

NGPM Information may only be disclosed to employees, advisers and consultants of Supplier if these individuals need to know the NGPM Information to fulfil their obligations under this Agreement, regardless of the type and legal nature of their cooperation and only if these people have undertaken in advance and in writing that they will maintain the secrecy of the NGPM Information as set down in this Agreement.

The above duties under this clause 9 shall not apply for NGPM Information for which Supplier can prove that it

- (i) was already in the public domain at the time of disclosure or came into the public domain thereafter through no fault on his part;
- (ii) was independently developed by him outside this Agreement;
- (iii) was made accessible to him by a third party not subject to a non-disclosure and non-exploitation duty in relation to NGPM or a party related to NGPM within the meaning of Sec. 15 Joint Stock Corporation Act;
- (iv) was disclosed under a final, finally adjudicated and enforceable court judgment or administrative order.

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 14 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

10 International standards

The Supplier shall become acquainted with all industry-specific national/international standards concerning its contractual products.

11 Term

11.1 This Agreement takes effect upon mutual signature and is concluded for an indefinite period of time

11.2 NGPM may terminate this Agreement and each Supply Contract in writing upon observance of a notice period of three (3) months if, in particular

- (i) a customer/purchaser of Buyer terminates a Supply Contract with Buyer for the performance of which the Contract Products are needed,
- (ii) Supplier comes under the controlling interest of a competitor of Buyer through a change in its partners or shareholders,
- (iii) serious quality or delivery defects occur, or
- (iv) this is required on urgent technical or business grounds.

11.3 Each Party may terminate this Agreement at any time for good cause without observing a notice period. Good cause shall include, but is not limited to, the following cases:


- (i) liquidation of one of the Parties;
- (ii) initiation or opening of insolvency proceedings concerning the assets of one of the Parties or rejection of an application due to a lack of funds;
- (iii) breach of major contractual duties; in the event of breaches which can be remedied, this shall not be until one Party has requested the other Party in writing to no avail upon the threat of a termination for good cause and upon compliance with a reasonable period of at least four (4) weeks that it remedy the breach.

12 Place of fulfilment, Venue, Applicable law

Place of fulfilment for all deliveries by the Supplier shall be the Merbelsrod shipping address.


Exclusive venue is Meiningen. NGPM is entitled, however, to sue Supplier before any other court of statutory jurisdiction.

This Agreement shall be governed by German law upon the exclusion of its conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods (CISG).

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 15 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

13 Final Provision

- 13.1** The Supplier shall define internal and external quality targets to measure and assess the quality achieved. In this regard, the company management determines strategies and targets for the individual departments which shall develop the required measures and shall implement them together with the company management.
- 13.2** Amendments or additions to this Agreement must be made in writing. If a provision in this Agreement is invalid, the validity of the remaining provisions remains unaffected. The invalid provision shall be replaced as quickly as possible by a provision coming as close as possible to the meaning of the original provision.
- 13.3** This translation of the German version of the QAA exist in other languages (such as, for example, English), the translations shall only serve for reference purposes. In case of discrepancies between the translations and the German version, the German version shall take precedence.

	QAA General		VU-3500-001
			Rev. 2.0
			Seite 16 von 16
Erläuterndes Dokument		VA 7.4-3500-001	

For Nidec GPM GmbH (Nidec GPM)

Date: [to be completed](#)

Signature NGPM:

 Name: [to be completed](#)
 Member of the Management Board Nidec GPM

 Name: [to be completed](#)
 Director Procurement Nidec GPM

 Name: [to be completed](#)
 Supplier Quality Nidec GPM

For: (Supplier)

Date:

Signature Supplier:

 Name and job title printed:
 Supplier (authorized representative)

 Name and job title printed:
 Supplier (authorized representative)

Annex 1

Porosities of castings
 (applies to castings suppliers only)

Annex 2

Agreement on supplier quality

Annex 3

Electronic-/Electric Parts
 (applies to Electronic-/Electric Parts Suppliers)

 Commodity Manager / Employee