



# Quality Agreement of Egon Grosshaus GmbH & Co KG

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Approved:  
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BD

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## Quality Agreement

Version: February 2020

Between the company

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

hereinafter referred to as the Contractor

and the company

Egon Grosshaus GmbH & Co KG  
Bonzelerhammer  
D-57368 Lennestadt

hereinafter referred to as the Client

the following quality agreement is concluded.



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## ***Preamble***

The Contractor shall supply the Client with products or perform services on goods provided, which are incorporated into the Client's prototypes, samples, serial products and the like. The objective of this quality agreement is,

- to ensure the quality and reliability of the products required by the end customers from the very beginning of the planning, through the realisation, up to series production and delivery, and
- to minimise the effort to ensure quality and reliability in the common interest of a competitive supply chain, in particular by defining the interfaces between the Client and Contractor and promoting intensive and smooth cooperation.

The contracting parties agree that from the beginning of the planning, through the realisation up to the series production and delivery, it shall be ensured that all products and production processes as well as all accompanying activities such as handling, storage, packaging, transport, etc.

- shall comply with the requirements for occupational safety and health protection and that in this respect the laws and regulations, accident prevention regulations etc. applicable in Germany are to be observed.
- shall meet the requirements of environmental protection and that in this respect the laws and regulations applicable in Germany are to be observed.

## **1. Scope**

**(1) Content:** This agreement applies to all deliveries of technical products but also services (coating, hardening, etc.) which have been carried out on provided goods which are intended to be used by the Client for the production of prototypes, samples, series products and the like.

**(2) Superseding:** The agreement with revision level 00 is an initial version. All subsequent revision levels shall supersede the respective previous revision level of the Quality Agreement when they come into effect. You will be informed about updates by the purchasing department of the Client (see point 13).

**(3) Rank:** This agreement supplements the other agreements. It is thus subordinate to commercial documents such as supply contracts as well as product and/or process-specific documents such as specifications, technical drawings or corresponding CAD data, product-specific quality assurance agreements and other technical specifications and general terms and conditions of business.

**(4) Responsibility of the Contractor:** This agreement does not release the Contractor from his sole and full responsibility, even partially, for the quality and reliability of the products he delivers to the Client.



## **2. Requirements for the management systems of the Contractor**

**(1) IATF 16949:** If the products and products delivered by the Contractor to the Client are incorporated into products delivered by the Client to customers in the automotive industry, the Contractor undertakes to permanently apply a quality management system in accordance with IATF 16 949 or to strive for certification of his quality management system in accordance with IATF 16 949, or to meet specifically defined requirements in accordance with IATF 16 949.

**(2) DIN EN ISO 9001:** If the Contractor does not have a quality management system in accordance with IATF 16 949, he shall at least present a certified system in accordance with DIN EN ISO 9001.

**(3) DIN EN ISO 14001 or EMAS:** In addition, the Contractor with corresponding environmental relevance (surface treatment, tempering processes) is obliged to maintain and further develop a certified or validated environmental protection management system according to DIN EN ISO 14001 or EMAS, but at least to comply with the requirements of these standards. Certification should be sought.

**(4) Duty of disclosure:** The Contractor shall send the Client certificates and updates thereof without being asked within 2 (two) weeks of receipt at the latest. In the absence of valid certificates or a late submission, we reserve the right to take this into account in the supplier evaluation (see point 7).

**(5) Zero defect strategy:** The Contractor declares his intention to align his quality management system to the zero-defect strategy.

**(6) Transfer to upstream suppliers:** The Contractor undertakes to transfer the above-mentioned claims 1 to 6 without restriction to his suppliers and other business partners involved in the execution of the Client's orders, if and insofar as they supply products or services to the Client that are wholly or partially incorporated into or have an influence on products that the Contractor supplies to the Client.

## **3. Audits**

**(1) Authorisation to audit:** The Client or customers of the Client are entitled to carry out audits on the business premises and operating facilities of the Contractor to determine whether the management systems of the Contractor are effective. The audits can be conducted in the form of system, product or process audits. The form, time and duration of the audits shall be mutually agreed in good time, at least 2 (two) weeks in advance. Reasonable restrictions are accepted to protect the Contractor's trade secrets.



**(2) Qualified personnel:** When carrying out audits, the Contractor shall provide the Client or his customers with qualified personnel from all relevant specialist areas as contact persons.

**(3) Audits of upstream suppliers:** The Contractor shall ensure, by appropriate contractual arrangements, that the Client or his customers can satisfy themselves of the effectiveness of the management systems through audits of his suppliers and other business partners involved in the execution of the Contractor's orders in the same way as at the Contractor himself (paragraphs 1 to 3).

**(4) Confidentiality:** The contents and results of audits which the Client has carried out on the Contractor's premises or at the Contractor's suppliers may only be made accessible to third parties with the express written consent of the Client. However, consent shall not be unreasonably withheld.

**(7) Obligations of the Contractor:** The Client may require the Contractor to provide documented evidence that the Contractor has satisfied himself of the effectiveness of the management systems of his suppliers and other business partners involved in the execution of the Client's orders and that it has adequately ensured the quality and reliability of the goods or services purchased from his suppliers and other business partners.

#### ***4. Quality assurance measures of the Contractor before series production start***

**(1) Advanced quality planning in the automotive industry:** If the products are intended for customers in the automotive industry, advance quality planning shall always be carried out according to the specifications of the "Advanced Product Quality Planning and Control Plan" (APQP) or according to VDA Volume 4 "Assurance of Quality before Series Production".

**(2) Examination of the documents:** Before submitting an offer, the Contractor shall check whether he has received all necessary documents such as specifications, drawings, parts lists, CAD data, specifications, general terms and conditions of purchase, etc., whether the documents are complete and free of contradictions and whether they are understood. The initiative for any necessary clarifications lies with him.

**(3) Assessment of manufacturability:** Before submitting a quotation, the Contractor shall check whether the available resources (machines, equipment, personnel, etc.) can be used to guarantee production that meets the requirements for quality, reliability, environmental protection, occupational safety, etc. Identifiable problems as well as proposals to avoid them shall be notified in writing when the tender is submitted. The unrestricted producibility is to be expressly declared with an order confirmation.

**(4) Project management:** If and insofar as the Contractor is involved in the planning and development phase of products and production processes, he shall provide a guarantee for the quality of the products and production processes by means of a



project management ensures that the project objectives are achieved in terms of performance, quality, environmental protection, occupational safety, costs and deadlines. To this end, it employs personnel who have proven that they have the skills and abilities required for project management. If necessary, he shall also provide appropriate aids. In the course of project planning, milestones shall be agreed between the contractual partners; in the course of project plan monitoring, the Contractor shall report to the Client on the progress of the project without being asked. The contracting parties shall notify each other at the earliest possible time of any discernible deviations from the plan; any resulting measures shall be mutually agreed upon.

**(5) Failure mode and effect analysis (FMEA) for processes:** The Contractor shall carry out an FMEA for all processes that serve to manufacture products or services that are delivered to the Client. In doing so, all inflows, including those from upstream suppliers and other business partners, shall be taken into account. The Client is entitled to inspect the FMEA within a reasonable period of time after prior arrangement of a date. If and insofar as the FMEA contains information worthy of protection, the Contractor is entitled to refuse to hand over the information, but not to inspect it. Every significant change to the product or process as well as every error that occurs leads to a documented review and, if necessary, to an adjustment of the FMEA.

**(6) Failure mode and effect analysis (FMEA) for products:** If the Contractor is responsible for the development and/or design of a product, he shall carry out an FMEA for this purpose. Paragraph 5 applies analogously to this in detail.

**(7) Willingness to participate:** The Contractor declares his willingness to participate in the performance of failure mode and influence analyses of the Client or his customers to an appropriate extent and free of charge on request and after prior appointment.

**(8) Production control plan - PLP:** The Contractor shall prepare a PLP for the products to be delivered to the ordering party, which provides all relevant information on process parameters, test sequence, test characteristics, test equipment and test frequencies as well as on reaction and action plans in the event of quality deviations. The PLP shall be agreed with the Client upon request.

**(9) Proof of capability before series production begins:** Even before the start of series production, the Contractor shall provide preliminary proof of capability for all features to be agreed upon without being asked. In a short-term examination, a process with a capability index  $Ppk$  or  $Cmk \geq 1.67$  is considered safe, in a long-term examination an index  $Cpk \geq 1.33$ . If and as long as the process capability is not given, a 100% test shall be carried out. Deviating specifications are possible on a project-specific basis and shall be recorded in writing as part of quality planning. In the event of deviating requirements, these shall never be submitted in writing.





**(10) Series release:** Prior to the start of serial production, the Contractor shall carry out the release of the product and process in the form of sampling in accordance with the "Production Part Approval Process" (PPAP). Alternatively, the Client may request a sampling according to VDA Volume 2 "Production Process and Product Release" (PPF). Unless otherwise agreed, the respective standard presentation level applies. The Client is entitled to choose different presentation levels. Unless otherwise agreed, 50 (fifty) initial samples per nest shall be presented for parts; a measurement report shall be enclosed for every 3 (three) initial samples. In the case of strip material, the documents for sampling shall be submitted in accordance with the initial sample order. A release of initial samples by the Client does not exclude later warranty claims.

**(11) Ingredients:** The ingredients of the product shall be entered into the "International Material Data System" (IMDS) by the Contractor within the scope of the initial sampling pursuant to paragraph 7.

**(12) Marking of initial samples:** Each delivery of initial samples shall be packed separately from series parts and shall be clearly marked "Initial sample - no series release".

### ***5. Quality assurance measures of the Contractor according to series production start***

**(1) Release for delivery:** With the exception of initial samples (point 4 paragraph 10), the Contractor may only deliver products to the Client for which he has a written delivery approval in accordance with point 4 paragraph 10 or a special approval in accordance with point 5 paragraph 8.

**(2) Process capability:** During series production, the Contractor shall carry out unsolicited capability tests for all features to be agreed and present these to the ordering party within 24 hours on request. A process is considered secure with an index  $C_{pk} \geq 1.33$ . If and as long as the process capability is not given, a 100% test shall be carried out. In this case, for reasons of economic efficiency, measures shall be taken to ensure that the process is capable.

**(3) Process control and series testing:** For series monitoring, the Contractor shall apply suitable control measures such as quality control charts, error collection cards and the like. Process parameters shall also take into account the - for example, heat treatment, welding or plastic injection moulding - requirements of the process  
- influence the realisation of the characteristics, be included and documented accordingly. A statistical process control is mandatory for special characteristics. In the case of characteristics that are not subject to statistical process control, the Contractor shall inspect random samples on a regular basis: The acceptance criterion is "zero error". The records shall clearly and unambiguously show the history of quality and measures regulating quality. Upon request, the Contractor shall grant the Client access to the records at any time.



**(4) Acceptance test certificates:** Acceptance test certificates in accordance with DIN EN 10204 shall be made available to the Client within 24 hours on request. Upon request, the test certificates shall be enclosed with each delivery. In this case, a lack of test certificates can lead to refusal of acceptance, to a complaint and subsequently to a downgrading in the supplier evaluation.

**(5) Renewed sampling:** Sampling in accordance with point 4 paragraph 10 is required again after the initial series release for subsequent occasions:

- Change of supplier or other business partner who has influence on the products delivered to the Client
- Amendment to the product specification
- Change in the manufacturing process, in particular relocation of the production site or use of other machinery or equipment.

Unless otherwise agreed, the procedures and submission stage to be used shall be those that were applicable at the time of the initial series release (see point 4(10)).

**(6) Immediate measures for defective products before delivery:** If defective products are detected during the series test according to point 4 paragraphs 2 and 3, the manufacturing process shall be interrupted immediately. It may only be resumed after complete and reliable determination and elimination of the cause. All products manufactured since the last inspection shall be 100% inspected for the defective characteristic. This also applies to possible stocks and processed products. If products suspected of being defective or faulty have already reached the Client, the responsible quality department shall be informed immediately. In order to avoid repetitive errors, long-term remedial measures shall be taken in addition to the immediate measures. The 8D method shall be used to carry out and document the error handling. On request, the Client shall be given access to these records.

**(7) Rework:** If faulty products are reworked on the Contractor's premises, this shall be reported to the Client in order to determine an individual procedure with regard to the scope of sampling. The Contractor shall ensure that the reworked products meet the same requirements as serial products that have not been reworked. Products affected by internal handling damage shall be reported to the Client immediately and are excluded from reworking.

**(8) Special release:** In the event of deviations from the specification, the Contractor may apply to the Client for a deviation approval/special release, which may not be unreasonably refused. Products with an approved deviation shall be delivered separately and shall be clearly visible on the delivery note and on all packaging units as "Special release" and be marked with the specification of the deviating characteristic. In addition, a copy of the deviation approval shall be attached to the delivery documents. Deviation permits are generally either limited to a certain quantity or limited to a certain date.

**(9) Immediate measures in case of defective products after delivery:** If products are discerned on the Customer's premises which exhibit defects caused by the Contractor,



the Contractor shall be informed about this immediately. Thereupon, the Contractor shall immediately interrupt any production that may be in progress and, at his own expense, check the current stock and any stock held by the Client as quickly as possible, sort it if necessary, rework it or supply a fault-free replacement. Rejects shall be scrapped immediately, with the exception of samples, which shall be marked as such. Should it not be possible for the Client for a valid reason to commission the Contractor with the error handling in time to avoid considerable consequential damage (e.g. belt standstill at the customer), the Client is entitled to carry out the error handling himself or have it carried out by third parties. Any necessary expenses incurred, in particular transport, travel, labour and material costs, shall be borne by the Contractor.

**(10) Complaint:** For each defect discerned on the Client's premises in accordance with paragraph 9 for which the Contractor is responsible, the Contractor shall receive a complaint, which shall be processed and documented in accordance with the 8D method. An initial statement by means of 8-D shall be made within 24 hours. Complaint processing should be completed within 10 working days with a completed 8-D report. Should this not be possible in a comprehensible manner, the Client shall be informed before the deadline expires. The costs incurred by the Client as a result of the complaint shall be borne by the Contractor.

**(11) Measuring and test equipment:** The Contractor shall have measuring and test equipment that allows the relevant quality characteristics to be measured and checked using state-of-the-art technology. The measuring and test equipment shall be regularly calibrated and kept in a serviceable condition. The capability of the measuring equipment shall be demonstrated. If necessary, measuring and testing equipment as well as measuring and testing methods shall be agreed between the Client and Contractor.

**(12) Change display:** The Contractor is obliged to inform the Client about the changes listed below as early as possible, but in any case before they are implemented, and to obtain approval:

- Change of supplier or other business partner who has influence on the products delivered to the Client
- Change in the manufacturing process, in particular relocation of the production site or use of other machinery or equipment
- Modification of quality assurance measures, in particular of test procedures, test equipment or test scopes, which are prescribed or agreed in contracts such as product-specific quality assurance agreements between the Contractor and Client, in drawings or other specifications.

For series release after a modification, a new sampling according to paragraph 4 is required.

**(13) Marking:** To identify the delivered goods, goods tags in accordance with VDA 4902 (currently valid version) shall be attached to each transport container in a clearly visible manner. The attachment shall be made in such a way that the goods tags are visible in case of multiple



stacking or joint delivery of several containers are always clearly visible at the same place. Each goods label shall indicate the quantity of goods contained in the corresponding packaging unit.

**(14) Traceability:** Products that are not explicitly excluded from this regulation are subject to the requirement of traceability in order to be able to narrow down the products concerned in the event of damage. The Contractor shall ensure complete traceability to the raw material on the basis of the delivery note number.

**(15) Adherence to delivery dates and quantities:** The Contractor is obliged to comply with delivery dates and quantities 100 percent. If deviations are foreseeable in advance, the Contractor shall inform the Client as soon as possible. The attempt to fix new dates or quantities by mutual agreement shall not be unreasonably refused. If an agreement is reached, the new dates or quantities form the basis for the evaluation. If no agreement is reached for good reason, the deadline and quantity requirements shall remain in force. All other deviations lead to a downgrading in the supplier evaluation and can result in the Client rejecting the delivery and/or charging the Contractor for the costs incurred.

**(16) Requalification:** At least once a year, the Contractor shall subject all products to a complete inspection with regard to dimensions, materials and functions and document this inspection (requalification according to part families or product groups shall be agreed individually with the Client). Customer specifications shall be taken into account. The results shall be made available to the Client on request within 24 (twenty-four) hours.

## ***6. Incoming goods inspection at the Client***

**(1) Scope:** By applying the rules of the quality management systems mentioned under point 2, by the additional measures agreed here under point 4 and by exercising his general duty of care, the Contractor shall ensure that the products delivered to the principal are free of defects. Therefore, to avoid unnecessary double inspection, the Client shall limit his incoming goods inspection to the following features:

- Identity and quantity; the Client shall check the information on the delivery note with the contents of the packaging to determine whether there is an incorrect delivery or quantity error. If the requested quantities of goods in the transport packaging are packed in sub-units, the Client shall only check the information on the delivery note with the information on the respective packaging unit. These packaging units shall be marked with details of contents, quantity and order number.
- Outer condition, especially with regard to obvious transport damage; this is only transport damage that is externally visible on the packaging and allows conclusions to be drawn about damage to the packaging contents.



**(2) Late notification of defects:** For deliveries in which any defects are not immediately detectable by an incoming goods inspection limited to these criteria or whose contractual quality and/or usability cannot be determined in this way immediately after delivery (hidden defects), the right to make a complaint is reserved until two weeks after the defect has been detected. The obligation to give immediate notice of defects in accordance with § 377 HGB (German Commercial Code) is limited in this respect.

**(3) Late notification of defects in the case of forwarded goods:** If the products delivered by the Contractor to the Client are intended for direct onward delivery to the Client's customers and the Contractor knew or was able to recognise this, delivery within the meaning of § 377 HGB (German Commercial Code) shall only be deemed to have taken place at the time of receipt by the Client. The above regulations and deadlines for inspection and notification of defects shall then apply accordingly.

## ***7. Quality-related supplier assessment***

**(1) Evaluation criteria:** The Contractor is evaluated at least in terms of quality and delivery reliability. The evaluation is carried out monthly.

**(2) Classifications:** The classifications result from a traffic light system (green/yellow/red).

Monthly yellow / red phase: It is necessary to submit a plan of action to the Client within 10 working days of the evaluation being sent.

In case of repeated transgressions:

- the Client reserves the right to conduct a process audit on the Contractor's premises
- the Client reserves the right to exclude the Contractor from new orders for inquiries

## ***8. Documentation and retention periods***

**(1) Quality records:** Records for process control and series testing according to point 5 paragraph 2 shall be kept by the Contractor for a further 3 (three) years after the end of the year in which they were manufactured in the case of parts not requiring documentation; in the case of parts requiring documentation, the period of retention is 20 (twenty) years after the parts have been discontinued.

**(2) Acceptance test certificates:** Acceptance test certificates in accordance with Point 5 Paragraph 4 shall be retained for a further 3 (three) years after the end of the year in which they were issued in the case of materials not subject to documentation; in the case of parts subject to documentation, the retention period is 15 (fifteen) years after parts have been discontinued.

**(3) Retention samples:** The same retention periods apply to initial samples as to the quality records referred to in paragraph 1. Release samples of the respective current production batch shall be kept at least until the release of the next production batch.

**(4) Right of access, inspection:** The Client as well as his customers have the right to inspect the archive at any time by prior appointment.



## **9. Insurance**

**(1) Product liability insurance:** The Contractor is obliged to take out product liability insurance for personal injury, property damage and financial losses in a sufficient amount. In particular, this shall include connection, mixing and processing damage, damage caused by further processing and treatment, testing and sorting costs as well as dismantling and installation costs. The insurance cover expressly includes claims within the automotive industry and shall be maintained in full and uninterrupted during the term of this agreement.

## **10. Entry into force, duration**

**(1) Entry into force and termination:** This Quality Agreement comes into force upon mutual signature and is concluded for an indefinite period of time. It may be terminated by either contracting party with a notice period of 3 (three) months to the end of a calendar year.

**(2) Termination for good cause:** The right to extraordinary termination for good cause remains unaffected.

## **11. Other applicable documents**

**Regulations and contracts:** The following regulations and contracts are valid in the respective valid version in addition to the present agreement, as far as this agreement does not expressly provide otherwise:

- DIN EN ISO 9001
- IATF 16949
- VDA Volume 1: Verification
- VDA Volume 2: Quality assurance of deliveries
- VDA Volume 4: Quality assurance before series production
- VDA Volume 6.1: QM system audit
- VDA Volume 6.3: Process audit
- VDA Volume 6.5: Product audit
- VDA 4902
- General Terms and Conditions of Purchase of the Client
- General Terms and Conditions of Sale of the Contractor, insofar as these do not contradict the General Terms and Conditions of Purchase of the Client or the applicable law of the Federal Republic of Germany.

## **12. General provisions**

**(1) Further claims from customers:** Insofar as the Client has to fulfil quality requirements vis-à-vis his customers that go beyond the stipulations of this Quality Agreement, the Contractor undertakes to check these requirements and, if possible, to accept them.

**(2) Severability clause:** Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions of this contract



. The parties undertake to replace ineffective provisions with new provisions which comply with the provisions contained in the ineffective provisions in a legally permissible manner. The same applies to any loopholes in the contract. In order to fill the gap, the parties undertake to cooperate in a way that comes as close as possible to what the parties would have determined according to the meaning and purpose of the contract if the point had been considered by them.

**(3) Additional agreements and written form:** No subsidiary agreements were made. Changes or additions shall be made in writing. This also applies to any waiver of the written form requirement.

**Negotiation clause:** The present agreement was negotiated individually between the Contractor and the Client.

Place, date: \_

Place, date: \_

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Client

**13. Index of changes**

<b>Revision</b>	<b>Date</b>	<b>Change</b>
AA	10/07/2009	First issue
AB	26/04/2012	8. Documentation and retention periods: → Reference to the parts discontinuation
BB	11/12/2012	Change in the standards mentioned Change in supplier evaluation
BC	02/01/2018	Adaptation to new standard IATF 16949 Various adaptations in all chapters
BD	06/02/2020	8 (1) Adaptation of retention period 5 (7) Supplement to handling damage