

The following stipulations describe the general quality assurance requirements of the following companies: (a) Baumann Springs Ltd, Ermenswil / CH-8630 Rüti; (b) Baumann GmbH, Friedrich-List Strasse 131, DE-72805 Lichtenstein; (c) Baumann Schlegel GmbH, Friedrich-List Strasse 131, D-72805 Lichtenstein; (d) Prodotti BAUMANN s.r.l. Unipersonale, Via Conicchio 34, IT-25136 Brescia (BS); (e) Baumann Muelles S.A., Poligono Industrial Gojain C/ Padurea 13, ES-01170 Legutiano; (f) Baumann Ressort SAS, 727 route des Tattes de Borly Boite Postale 3, FR-74380 Cranves Sales ; (g) Baumann Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná – Staré Město; (h) Baumann Spring Co. (S) Pte. Ltd., 33 Gul Lane, SG 629427 ; (i) Baumann Springs (Shanghai) Co. Ltd., 358-2 Shen Xia Road, Jiading District, Forward High Tech. Zone, Shanghai 2011818 CN; (j) BAUMANN SPRINGS USA Inc., 3075 No. Great Southwest, Pkwy. # 100, Grand Prairie, TX 75050 USA; (k) BAUMANN SPRINGS LEÓN S. DE R.L. DE C.V., Kappa 310 y 312, Fracc. Industrial Delta, MEX – 37545 León, Gto. (l) Baumann Springs & Coating Pvt Ltd. 5, Prime Rose Mall, Baner Road Pune, IN 411045

EACH OF THE COMPANIES MENTIONED ABOVE ACTS IN ITS OWN NAME AND ON ITS OWN ACCOUNT

## 1 Preamble

Our customers from the automotive, electrical and medical market segments rely on BAUMANN springs, punched parts and bent components. Our solutions are of pivotal importance to the quality of their products. Whether or not their product works depends decisively on our components.

## 2 Objective

This QAA is a contractual instrument with which the Supplier and BAUMANN jointly define processes and procedures with the objective to manufacture products free of faults and deficiencies and to deliver them on time and in the right quantities.

## 3 Scope and further applicable documents

- 3.1 This QAA applies to all products and services provided or rendered by the Supplier on the basis of orders.
- 3.2 It is an integral component of the following documents:
  - Order (individual orders, master agreement)
  - BAUMANN purchasing conditions

## 4 Supplier's management system

- 4.1 The minimum requirement is certification pursuant to ISO 9001. Suppliers without IATF 16949 certification who supply to projects in the automotive industry are also required to comply with the current "MAQMSR" of the IATF ([www.iatfglobaloversight.org](http://www.iatfglobaloversight.org)).
- 4.2 Suppliers who supply to projects in the automotive industry undertake to develop their management system with regard to the introduction of requirements pursuant to IATF 16949.
- 4.3 The Supplier's management system includes activities and measures to ensure that the behaviour of employees involved in operating processes and their handling of the associated resources is appropriate in view of health, safety and the environment. Suppliers should preferably be certified pursuant to ISO 14001 and ISO 45001.
- 4.4 Both contract partners undertake to continuously develop and improve their respective management systems in accordance with the latest technology, compliance with the stipulations of this QAA and all other joint contract documents.
- 4.5 The Supplier shall present its certificates to BAUMANN of its own accord. It shall report the current status of its certification immediately on expiry of its validity period.
- 4.6 If the Supplier fails to pass a recertification audit, it shall report the fact to the ordering party without delay. In this case the Supplier shall be obliged to create the conditions for renewed certification without delay.

## 5 Responsibility

- 5.1 Primary responsibility for the purchased parts or products incorporated in the end product lies with the Supplier. The Supplier must therefore undertake all reasonable and technically possible efforts to raise the quality and product safety of its components/products and those of its sub-suppliers and to mitigate the risks that both parties face on account of a liability for material defects and/or product liability.
- 5.2 The Supplier shall ensure and shall obligate its sub-suppliers to ensure that:

以下规定描述了以下公司的通用质量保证要求：(a) Baumann Springs Ltd, Ermenswil / CH-8630 Rüti; (b) Baumann GmbH, Friedrich-List Strasse 131, DE-72805 Lichtenstein; (c) Baumann Schlegel GmbH, Friedrich-List Strasse 131, D-72805 Lichtenstein; (d) Prodotti BAUMANN s.r.l. Unipersonale, Via Conicchio 34, IT-25136 Brescia (BS); (e) Baumann Muelles S.A., Poligono Industrial Gojain C/ Padurea 13, ES-01170 Legutiano; (f) Baumann Ressort SAS, 727 route des Tattes de Borly Boite Postale 3, FR-74380 Cranves Sales ; (g) Baumann Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná – Staré Město; (h) Baumann Spring Co. (S) Pte. Ltd., 33 Gul Lane, SG 629427 ; (i) Baumann Springs (Shanghai) Co. Ltd., 358-2 Shen Xia Road, Jiading District, Forward High Tech.Zone, Shanghai 2011818 CN; (j) BAUMANN SPRINGS USA Inc., 3075 No. Great Southwest, Pkwy.# 100, Grand Prairie, TX 75050 USA; (k) BAUMANN SPRINGS LEÓN S. DE R.L.DE C.V., Kappa 310 y 312, Fracc.Industrial Delta, MEX - 37545 León, Gto.(l) Baumann Springs & Coating Pvt Ltd. 5, Prime Rose Mall, Baner Road Pune, IN 411045

上面提及的各个公司实行独立核算。

## 1 前言

我们来自汽车、电气和医疗细分市场的客户依赖于宝马的弹簧、冲压件和弯曲部件。我们的解决方案对它们产品的质量至关重要。它们的产品是否有效取决于我们的组件。

## 2 目标

本QAA是供应商与宝马共同定义流程和程序的合同文书，目的是制造无故障和无缺陷的产品以及按时按量交付产品。

## 3 范围和其他适用文件

- 3.1 本QAA适用于供应商在订单基础上提供或执行的所有产品和服务，
- 3.2 是以下文件不可或缺的组成部分：
  - 订单（单项订单；主协议）
  - 宝马采购条件

## 4 供应商的管理系统

- 4.1 获得ISO 9001认证是最低要求。向汽车行业的项目供应产品而无IATF 16949认证的供应商还必须遵守IATF的现行“MAQMSR”（次级供应商最低汽车质量管理体系要求）（[www.itfglobaloversight.org](http://www.itfglobaloversight.org)）。
- 4.2 向汽车行业的项目供应产品的供应商承诺根据IATF 16949的要求在需求引入方面开发自己的管理系统。
- 4.3 供应商的管理系统包含用以确保参与操作过程的员工的行为及其在健康、安全 and 环境方面适当处理相关资源的活动和措施。供应商最好是获得了ISO 14001和ISO 45001的认证。
- 4.4 合同双方都肩负依照最新技术、本QAA的规定和所有其他联合合同文件，不断发展和提高各自管理系统的责任。
- 4.5 供应商应主动向宝马出示其证书，并且应在其认证有效期结束时立即报告其认证现状。
- 4.6 如果供应商未能通过再认证审核，其应立即向订购方报告这一事实。在这种情况下，供应商有义务立即建立更新认证所需之条件。

## 5 责任

- 5.1 供应商对最终产品中包含的采购零件或产品负主要责任。因此，供应商必须采取一切合理和技术上可行的措施来提高其以及其次级供应商的组件/产品的质量和安全性，并降低双方承担材料缺陷责任和/或产品责任的风险。
- 5.2 供应商应确保并使其次级供应商有义务确保：
  - 整个公司都有明确的质量意识；
  - 在组件开发期间提供所需的产品安全性和所需的质量；
  - 在质量规划期间，产品安全得到特别考虑；
  - 确保并记录生产过程的质量能力；
  - 通过适用于批量生产的适当质量保证措施降低缺陷/故障产品的发生概率；
  - 工艺流程中采取了适当的措施，以确保尽快检测和排除缺陷/故障产品（以最大限度降低成本和避免浪费附加值）；
  - 记录质量数据和法律要求的验证测试，以证明产品的制造符合法规、安全标准和质量管理体系标准；
  - 建立材料追溯系统，以确保在发生事故时可以控制故障/缺陷的后果，并实现对其生产流程或其次级供应商的生产流程进行更改；
  - 员工已获得有关“产品安全和产品可靠性”主题的详细信息并已接受培训；
  - 具有有限保质期的产品符合特定的标签要求，并附有特定信息，说明产

- A pronounced quality awareness prevails throughout the entire company;
- The required product safety and the required quality are delivered during component development;
- Product safety is granted special consideration during quality planning;
- The quality capabilities of production processes is ensured and documented;
- The occurrence of deficient/faulty products is mitigated by way of appropriate quality assurance measures applied to serial production;
- Appropriate measures are in place during process flow to ensure that deficient/faulty products are detected and ejected as soon as possible (to minimise costs and avoid wasting added value);
- Quality data and legally required verification tests are documented in order to demonstrate that the products were manufactured in compliance with legislation, safety standards and quality management system standards;
- A material traceability system is in place to ensure that the consequences of faults/deficiencies can be contained in the event of an occurrence and to enable the implementation of changes to its production processes or those of sub-suppliers;
- Employees have received detailed information and training on the topic of "product safety and product reliability";
- Products with a limited shelf-life fulfil specific labelling requirements and are issued with specific information stating the latest date by which the product must be processed in order to avoid functionality limitations.

## 6 Preparing the product for serial production

### 6.1 General

6.1.1 BAUMANN will provide the Supplier with the relevant product requirement information it needs. The Supplier shall check the product requirements or proposed changes with regard to technical and economic feasibility and, where necessary, submit timely proposals for changes and issue a statement on producibility within 10 working days. This also applies to information concerning requirements that are missing or that BAUMANN has defined incorrectly.

6.1.2 The Supplier shall carry out the assigned tasks in accordance with the details contained in the order documentation. Any deviation between the Supplier's order confirmation and the order documentation can only be taken into consideration if the Supplier expressly notes the relevant specification in its order confirmation.

6.1.3 The Supplier shall notify BAUMANN immediately of deadline risks and delays.

6.1.4 BAUMANN shall inform the Supplier without delay and in writing of any changes to product requirements. In accordance with clause 6.1.1, the Supplier shall review whether these changes are technically feasible and what consequences they will have for the order concerned.

### 6.2 Initial sampling; product and process release

6.2.1 BAUMANN will define the applicable release process and select the submission level.

6.2.2 Unless specified otherwise in the order in hand, initial sampling shall be carried out in accordance with PPAP Level 4 in coordination with BAUMANN. The Supplier must provide the record documentation as defined in the order.

6.2.3 Initial samples must be consecutively numbered and clearly labelled to guarantee correct allocation to the corresponding measurement results. The method of identification and labelling shall be coordinated with BAUMANN where necessary.

6.2.4 The Supplier shall retain all sampling documentation and initial samples for a period of 15 years after the end of serial production unless a different retention period is specified by BAUMANN.

### 6.3 Material data systems

The Supplier is obligated to register its materials as per the order with the following material data systems.

- IMDS, International Material Data System ([www.mdssystem.com](http://www.mdssystem.com))
- CAMDS, China Automotive Material Data System ([www.camds.org](http://www.camds.org))
- BOMcheck, substances declaration tool ([www.bomcheck.net](http://www.bomcheck.net))

## 7 Serial production of the product

### 7.1 Incoming inspections at BAUMANN and defect notification

7.1.1 Goods will be inspected for externally visible transport damage and externally visible defects immediately on receipt. No additional inspections will take place. BAUMANN trusts in a functioning quality management system on the part of the Supplier.

品必须加工的最后日期，以避免功能受限。

## 6 准备产品以进行批量生产

### 6.1 总则

6.1.1 宝马将向供应商提供其所需的相关产品要求信息。供应商应检查产品要求或技术和经济可行性方面的变更提议，并且在必要时及时提交变更提议并在10个工作日内提供可生产性声明。本规定也适用于有缺失的需求或宝马错误定义的需求。

6.1.2 供应商应根据订单文档中包含的详细信息执行分配的任务。若供应商的订单确认书与订单文档之间存在任何偏差，仅当供应商在其订单确认书中明确说明相关规格时，才予以考虑该偏差。

6.1.3 如有无法满足截止日期的风险和延误，供应商应立即通知宝马。

6.1.4 如产品要求有任何更改，宝马应立即书面告知供应商。根据第6.1.1条规定，供应商应审查这些变更在技术上是是否可行以及其对相关订单将产生何种后果。

### 6.2 初始取样；产品和工艺发布

6.2.1 宝马将定义适用的发布流程并选择提交级别。

6.2.2 除非进行中的订单中另有说明，初始取样应按照PPAP（生产件批准程序）第4级的要求与宝马协调进行。供应商必须提供订单中定义的记录文档。

6.2.3 初始样品的编号必须连续并标签粘贴清晰，以保证对应测量结果正确分发。如有必要，应与宝马协调识别和标记方法。

6.2.4 除非宝马另行规定了不同的留存期限，否则供应商应将所有样品文档和初始样品自批量生产结束起存档15年。

### 6.3 材料数据系统

供应商有义务按订单要求在以下材料数据系统登记其材料。

- IMDS, 国际材料数据系统 ([www.mdssystem.com](http://www.mdssystem.com))
- CAMDS, 中国汽车材料数据系统 ([www.camds.org](http://www.camds.org))
- BOMcheck, 内容物申报工具 ([www.bomcheck.net](http://www.bomcheck.net))

## 7 产品的批量生产

### 7.1 宝马的进货检查以及缺陷通知

7.1.1 收到货物后，将立即检查货物是否有外部可见的运输损坏和外部可见的缺陷。无需其他检查。宝马相信供应商有一个有效的质量管理体系。

7.1.2 若在这些检查过程中发现任何缺陷，宝马将立即通知供应商。如在正常业务程序中发现进货检查中未发现的缺陷，供应商将立即收到通知。由此产生的延期投诉不应使供应商免于其保修和赔偿义务。

7.1.3 除前面定义的检查和通知义务以外，宝马对供应商没有任何其他义务。在这方面，供应商放弃就延迟缺陷通知的异议权。

7.1.4 产品质量在整个制造过程中均须受到监控。

7.1.5 应与宝马协调引入可保证符合要求的适当措施（例如通过100%检查来保证），以发现明确不稳定和不可靠的制造工艺。

### 7.2 识别和可追溯性

7.2.1 供应商应维护一个针对所有生产批次和材料批次的识别和追溯系统。该系统应能够在出现质量缺陷的情况下识别交货批次。此外，该系统还必须能够识别与供应商的生产批次有关的工艺和检验数据。

7.2.2 供应商必须能够明确地追溯和确定已交付给宝马的产品以及交货时间。

7.2.3 供应商必须根据以下最低要求对交付给宝马的每一个交货单元进行标记：

- 制造商
- 半成品供应商
- 生产地点
- 物品名称
- 生产批号
- Smelt编号（半成品）
- 单个集装箱编号（卷号）
- 数量
- 到期日（如适用）
- 供应商物品编号
- 宝马物品编号

标签必须粘贴于每个单独的集装箱以及外包装上，以便可从外部清晰辨认。

7.2.4 特定于产品的技术交货要求的标签要求如果存在，则应予适用。

### 7.3 有规格偏差的产品的特殊放行

7.3.1 如果供应商被迫向宝马交付有规格偏差的产品，供应商必须事先取得宝马的书面同意。

7.3.2 经过批准的有偏差产品必须分开交货，并按照协议对每个产品进行标记。交货文件应含特殊放行文件的复印件一份。

### 7.4 影响供应商的问题

7.4.1 供应商有义务向宝马通知其已知的并可能影响宝马的问题和风险。供应商应立即采取措施消除该问题，并且应证明问题的根源已经消除。

### 7.5 宝马的投诉

7.5.1 一旦在正常业务程序中发现质量缺陷，宝马应立即以投诉的形式通知供应商

7.1.2 BAUMANN will notify the Supplier immediately of any defect ascertained during these inspections. The Supplier will be informed of defects that are not discovered during the incoming inspection as soon as they are ascertained during the course of normal business proceedings. The resulting delayed complaints shall not release the Supplier from its warranty and compensation obligations.

7.1.3 BAUMANN has no obligations vis-a-vis the Supplier other than the inspections and notifications defined in the preceding. In this respect, the Supplier renounces the right of objection regarding delayed notice of defects.

7.1.4 The quality of the products must be monitored throughout the duration of the manufacturing process.

7.1.5 Suitable measures that guarantee compliance with requirements (e.g. assurance through 100% inspection) shall be introduced in coordination with BAUMANN for demonstrably unstable and unreliable manufacturing processes.

## 7.2 Identification and traceability

7.2.1 The Supplier shall maintain an identification and traceability system for all production lots and material batches. The system shall enable the identification of a delivery batch in the event of quality deficiencies. In addition, it must also enable the identification of the process and inspection data relating to the Supplier's production lot.

7.2.2 The Supplier must be able to trace and ascertain without any doubt which products were delivered to BAUMANN and when.

7.2.3 The Supplier must label every delivery unit delivered to BAUMANN in accordance with the following minimum requirements:

- Manufacturer
- Supplier of semi-finished goods
- Production location
- Item designation
- Production lot number
- Smelt number (semi-finished goods)
- Individual container number (reel number)
- Quantity
- Expiry date (where applicable)
- Supplier's item number
- BAUMANN item number

The label must be applied to each individual container and to the outer packaging so that they are clearly visible and legible from the outside.

7.2.4 The labelling requirements of product-specific technical delivery requirements apply where available.

## 7.3 Special release of products with specification deviations

7.3.1 The Supplier must obtain BAUMANN's written consent in advance should it be forced to deliver products with specification deviations to BAUMANN.

7.3.2 Products with an approved deviation must be delivered separately and each transport unit labelled as per agreement. A copy of the special release shall be enclosed with the delivery paperwork.

## 7.4 Problems affecting the Supplier

7.4.1 The Supplier is obligated to notify BAUMANN of problems and risks that become known to it and that may affect BAUMANN. It shall immediately introduce measures to eliminate the problem and shall demonstrate that the cause of the problem has been eliminated.

## 7.5 Complaints by BAUMANN

7.5.1 BAUMANN shall notify the Supplier of quality deficiencies in the form of a complaint as soon as they are ascertained in the course of proper business proceedings.

7.5.2 The Supplier is obligated to introduce immediate measures to eliminate the cause of quality deficiencies for which it is responsible. In the event that the Supplier fails to (successfully) provide supplementary performance within a reasonable time period specified by BAUMANN, BAUMANN shall implement sorting activities and/or the elimination of defects/deficiencies at the Supplier's expense.

7.5.3 The Supplier shall provide a full 8D report within the specified time periods. BAUMANN can insist on the submission of a cause analysis such as 5Why, cause-effect diagram, etc.

- Immediate 3D measures within one working day
- 5D report concluded within 10 working days
- 8D report concluded within 20 working days or as per agreement.
- Failures to observe deadlines must be reported to BAUMANN without delay and settled by mutual consent.

## 7.6 Product and process changes

7.6.1 BAUMANN must be notified immediately and in writing in accordance with the trigger matrix as per VDA Volume 2, Annex 2 if the Supplier or a sub-supplier intends to introduce changes to a

。

7.5.2 供应商有义务立即采取措施消除其应负责的质量缺陷的根源。如果供应商不能在宝马指定的合理期限内（成功）采取追加行动，宝马应实施分拣活动和/或消除缺陷，费用由供应商承担。

7.5.3 供应商应在规定的期限内提供完整的8D报告。宝马可坚持要求供应商提交成因分析报告，如5Why分析、因果图等。

- 一个工作日内立即采取3D措施
- 10个工作日内完成5D报告
- 20个工作日内或协议要求的时间范围内完成8D报告
- 如未能在截止日期前完成，必须立即向宝马报告，由双方一致协商解决方。

## 7.6 产品和工艺变更

7.6.1 如果供应商或次级供应商打算变更产品、工艺、材料、工具和/或生产现场（搬迁），则必须按照VDA（德国汽车工业质量标准）2附件2的触发矩阵要求立即以书面形式通知宝马。在宝马发出书面放行通知之前，不得实施变更。

7.6.2 宝马应决定在工艺变更时是否需要对新初始样品进行检验，以及检验的程度。

## 7.7 重新认证检验的标准和范围

7.7.1 供应商应根据控制计划，参考材料和功能规格，每年对每种产品进行一次全面的尺寸和功能测试。测试结果应在宝马提出要求后48小时内提供。

## 8 联合保证并提高绩效

### 8.1 宝马对供应商进行审核

8.1.1 供应商应使宝马能够按照约定的时间表在现场验证其质量保证措施的效率。

8.1.2 为此，供应商应允许宝马以及（必要时）其客户和权威机构在正常工作时间内进入所有生产现场、测试和检查设施、存储设施和相关区域，并在与供应商的保密利益没有明显冲突时，允许他们检查所有质量相关文件。在这方面，宝马应向供应商告知审核类型（系统、流程或产品审核）和审核范围。

8.1.3 供应商应指定一名员工负责准备和实施审核，该员工必须在整个审核期间和在后续协调讨论期间在场。指定的员工在审核过程中代表供应商，供应商应授予其相应的必要权力。

8.1.4 供应商有义务与其次级供应商达成协议，使宝马或其客户能够对次级供应商进行审核。

8.1.5 供应商有义务确保相关的合同方实施审核结果中确定的措施。

8.1.6 各方应承担其审核费用。

8.1.7 宝马在非审核过程中也有权要求提供与产品和/或生产工艺有关的信息、质量记录和其他文档，只要这些项目是审核对象。供应商无权拒绝履行提供这些质量记录和其他文档方面的义务。

### 8.2 合同双方视角的供应商评估

8.2.1 宝马将从持续改进策略以及及时发现潜在风险的角度评估基本绩效标准。对质量、交货和数量合规以及服务（沟通、灵活性）的评估结果将定期提供给供应商。

如果质量或交货要求未达到，供应商必须引入并提出适当的改进措施。

8.2.2 供应商负责为参与影响质量活动的人员设计培训计划。应按与分配给每位员工的任务相符的时间间隔实施培训计划并做好记录。

8.2.3 供应商应采取一切必要措施以确保其次级供应商的执行质量，并确保其遵守本QAA及其附件的要求以及次级供应商的相应合同承诺。供应商应向宝马提供证据证明这些要求已按要求得到满足。供应商对其次级供应商的绩效和交货承担全部责任。

8.2.4 在CQI（持续质量改进）要求适用的情况下，供应商承诺通过其公司内和（当有说明时）其供应链内的年度CQI评估，来确保符合AIAG（汽车行业行动小组）关于技术过程评估的相应要求。年度CQI评估应在有要求时提供给宝马。

## 9 保密

9.1 各合作方应将另一方提供的文件和信息仅用于本协议目的；只要另一方已经确认这些文件和信息是保密的或者有明显的保密利益，那么各方应像保护自己的文件和资料一样对第三方保密。该项义务从第一次收到文件或资料开始，并在项目结束36个月结束后。

9.2 上述保密义务不适用于有以下情形的资料、讨论内容或事实：

- 在一方被告知时已为公众所知，或后来在未违反上述义务的情况下为公众所知，或
- 在被另一方透露前已为接收方所知，或由第三方合法提供给另一方，或
- 由另一方自行开发，与所收到的资料无关。

## 10 责任

交货协议约定了各方的责任。

## 11 因违反质量保证协议而导致的法律救济



product, process, material, tool and/or production site (relocation). Changes must not be implemented until BAUMANN has issued a written release.

7.6.2 BAUMANN shall decide whether and to what extent a new initial sample inspection is required in relation to a process change.

7.7 Criteria and scope of requalification inspections

7.7.1 The Supplier shall subject every product to a comprehensive dimensional and functional test in consideration of material and functional specifications once a year in accordance with the control plan. The results shall be made available to BAUMANN within 48 hours on request.

## 8 Cooperation in the interest of assuring and improving performance

8.1 Supplier auditing by BAUMANN

8.1.1 The Supplier shall enable BAUMANN to verify the efficiency of its quality assurance measures on site in accordance with an agreed schedule.

8.1.2 To this end, the Supplier shall grant BAUMANN and, where necessary, its customers and authorities access to all production sites, test and inspection facilities, storage facilities and associated areas during normal business hours and allow them to inspect all quality-relevant documents insofar as this does not demonstrably conflict with the Supplier's confidentiality interests. In this regard, BAUMANN shall inform the Supplier of the type of audit (system, process or product audit) and the scope of the audit.

8.1.3 The Supplier shall designate an employee responsible for preparing and implementing the audit who must be present throughout the entire audit and during the subsequent coordination discussions. The designated employee represents the Supplier during the audit and shall be endowed with the appropriate necessary powers by the Supplier.

8.1.4 The Supplier is obligated to reach agreements with its sub-suppliers enabling BAUMANN or its customer to conduct an audit of the sub-supplier.

8.1.5 The Supplier is obligated to ensure that the measures defined in the audit findings are implemented by the contract partner in question.

8.1.6 Each party shall bear its own audit costs.

8.1.7 BAUMANN is also entitled to request the provision of information, quality records and other documentation relating to the product and/or production processes outside of an audit insofar as they could be the subject matter of an audit. The Supplier has no right to refuse performance with regard to these quality records and other documentation.

8.2 Supplier evaluation from the view point of both contract partners

8.2.1 BAUMANN will evaluate essential performance criteria in the sense of a continuous improvement strategy and also to detect potential risks in good time. The results of the evaluation of quality, delivery and quantity compliance and service (communication, flexibility) will be provided to the Supplier on a regular basis. The Supplier will be required to introduce and present appropriate improvement measures if quality or delivery requirements are not fulfilled.

8.2.2 The Supplier is responsible for designing a training programme for personnel involved in activities with an influence on quality. The training programme shall be implemented and documented at intervals appropriate to the tasks assigned to each employee.

8.2.3 The Supplier shall undertake every necessary measure to assure the quality of its sub-suppliers' performance and shall ensure compliance with this QAA and its attachments and the corresponding contractual commitment of sub-suppliers. The Supplier shall provide BAUMANN with evidence that these requirements have been fulfilled on request. The Supplier is fully liable for the performance and deliveries of its sub-suppliers.

8.2.4 Insofar as CQI requirements are applicable, the Supplier undertakes to ensure compliance with the corresponding requirements of the AIAG (Automotive Industry Action Group) with regard to the evaluation of technical processes by way of annual CQI (Continuous Quality Improvement) assessments within its company and, where indicated, within its chain of supply. The annual CQI assessments shall be made available to BAUMANN on request.

## 9 Confidentiality

9.1 Each partner shall use the documents and information made available to it by the other partner exclusively for the purpose of this agreement and shall treat them with the same confidentiality vis-a-vis third parties as it would its own documents and information insofar as the other partner has identified them as

11.1 如果：

11.1.1 供应商未能满足合同约定的质量管理体系的要求，或

11.1.2 供应商无法律依据地拒绝提供其按照本QAA有义务提供的基本信息，或

11.1.3 供应商无法律依据地拒绝参与先前商定的审核或宝马合理要求的审核，  
或

11.1.4 供应商未能履行由本QAA产生的合同义务，

那么，尽管有任何法定要求，但宝马有权：

— 拒绝验收所订购的产品，直到供应商纠正违反合同的行为，或履行其配合义务，或证明其遵守合同约定的质量管理体系，或就相关审核的负面结果向宝马提交具体纠正措施；

— 在宽限期届满后，部分或全部取消批量供应合同；

— 要求赔偿因上述合同违约导致宝马产生更高加工比例而使宝马蒙受的额外费用；

— 要求赔偿因上述合同违约导致宝马必须进行进货检查而使宝马蒙受的额外费用；

— 要求赔偿因上述合同违约导致宝马必须安排第三方（例如测试实验室）进行进货检查而使宝马蒙受的额外费用。

11.2 如果宝马根据上述规定拒绝验收所订购产品，则供应商构成交货违约。这也明确适用于供应商提供的产品被追溯证明无缺陷且安全的情况。

11.3 如果供应商不对上述合同违约负责，则宝马不能要求赔偿额外费用。

11.4 如果供应商违反本协议条款指定前期供应商，则在不影响其他权利的情况下，宝马有权要求将前期供应商变更为宝马批准的前期供应商。此外，宝马有权在了解到未经批准前期供应商的使用情况后六个月内，提前一个月通知后取消相关合同。

11.5 供应商应承担因使用未经批准的前期供应商而使宝马产生的费用，除非供应商不对未经授权使用次级供应商负责。此规定不排除其他法律索赔的执行。

11.6 如果供应商因上述原因以外的原因违反本质量保证协议，则在不影响另行约定的索赔的情况下，宝马有权要求实现其所有合法权利。

## 12 与宝马客户的沟通

有关宝马所订购产品的客户沟通应完全由宝马进行。仅在事先与宝马达成一致的情况下，才允许供应商与宝马客户两者直接进行谈判和达成协议。

## 13 适用的法律

德国实体法律适用于与本协议相关的法律关系。

## 14 供应商通用要求

14.1 合同变更和修订需要采用书面形式。

14.2 保险范围

提交包含商业责任险、产品责任险和召回成本险的保险凭证。

14.3 产品安全官 (PSO)

供应商必须在其组织内的每一个生产现场为此职能指定一名负责人，以满足产品安全和产品责任要求。除非有特别指定的人员，否则宝马应假定供应商的质量经理/质量代表负责此任务。

## 15 取消

任何一方可提前12个月通知，在任何日历月结束时取消本协议。本协议在有交易进行时无法取消。

## 16 文件和存档

16.1 供应商的质量管理体系中应定义存档方法并保证可随时访问文件。

16.2 除非另有规定，否则记录文件应在批量生产结束后保留15年。

16.3 记录文件应在收到要求后两个工作日内提供给宝马。

16.4 供应商承诺根据规定的保留期限保留记录，或在取消业务关系、停止业务活动或破产时将记录交给宝马。

16.5 供应商保证在可验证特征方面记录和存档其生产过程和其次级供应商的生产过程的相关测试参数的定义测试结果和文档。

## 17 其他适用文件

17.1 宝马集团

— 有约束力的法律、指令和具体要求“IMS 10746”

— 行为准则“TMS 10476”

— 通用采购条款和条件“IMS 10070”

— 保密协议“IMS

10073”

17.2 总则

— VDA 2 (PPF)

— AIAG各标准 (MSA、FMEA、APQP、PPAP、SPC)

confidential or has an obvious interest in maintaining confidentiality. This obligation begins with the first receipt of documents or knowledge and expires 36 months after the end of the project.

9.2 The preceding confidentiality obligation does not apply to information, the content of discussions and facts that were demonstrably:

- Available in the public domain at the time the partner was notified or subsequently become available in the public domain without any violation of the preceding obligation, or
- Known to the receiving partner prior to disclosure by the other partner or were legally provided to the other partner by third parties, or
- Developed by the other party regardless of the information provided by the other partner.

## 10 Liability

Liability is determined by the agreements on which delivery is based.

## 11 Legal remedies due to an infringement of the Quality Assurance Agreement

11.1 In the event that:

11.1.1 The Supplier fails to meet the requirements of the contractually agreed quality management system, or

11.1.2 The Supplier refuses to provide the essential information it is obligated to provide in accordance with this QAA without legal grounds, or

11.1.3 The Supplier refuses to participate in a previously agreed audit or an audit justifiably required by BAUMANN without legal grounds, or

11.1.4 The Supplier fails to meet contractual obligations arising from this QAA,  
BAUMANN shall, notwithstanding any statutory claims, be entitled to:

- Reject the acceptance of ordered products until the Supplier has remedied the violation of contract or fulfilled its obligation to cooperate or demonstrated its compliance with the contractually agreed quality management system or submitted concrete corrective action to BAUMANN with regard to the negative results of the audit in question;
- Withdraw from the serial supply contract in part or in whole following the fruitless expiry of a period of grace;
- Demand compensation for the additional expenses incurred by BAUMANN on account of the fact that BAUMANN has a higher proportion of processing due to the breaches of contract detailed in the preceding;
- Demand compensation for the additional expenses incurred by BAUMANN on account of the fact that BAUMANN has to conduct incoming goods inspections due to the breaches of contract detailed in the preceding;
- Demand compensation for the additional expenses incurred by BAUMANN on account of the fact that BAUMANN has to have incoming goods inspections conducted by third parties (e.g. a testing laboratory) due to the breaches of contract detailed in the preceding.

11.2 If BAUMANN rejects the acceptance of ordered products on the basis of the preceding stipulation, the Supplier shall be in default of delivery. This also applies expressly in the event that the products offered by the Supplier are proved retrospectively to be defect-free and safe.

11.3 BAUMANN cannot demand compensation for additional expenses if the Supplier is not responsible for the breaches of contract detailed in the preceding.

11.4 In the event that the Supplier appoints pre-suppliers contrary to the terms of this agreement, BAUMANN shall be entitled – without prejudice to other claims – to demand a change to a pre-supplier approved by BAUMANN. Furthermore, BAUMANN shall be entitled to cancel the contract in question within a period of six months of becoming aware of the use of an unapproved pre-supplier under observation of a notice period of one month.

11.5 The Supplier shall bear the costs incurred by BAUMANN on account of the use of an unapproved sub-supplier unless it is not responsible for the unauthorised use of sub-suppliers. This does not exclude the enforcement of other legal claims.

11.6 In the event that the Supplier breaches this quality assurance agreement for reasons other than those detailed in the preceding, BAUMANN shall – without prejudice to any claims agreed otherwise – be entitled to claim all its statutory rights.

## 12 Communication with customers of BAUMANN

Customer communication with regard to the products ordered by

## 17.3 扩展文件（适用时）

- CQI-9
- CQI-11
- CQI-12
- VDA 6.3（流程审核）

QAA中引用的标准为当前适用版本。

BAUMANN shall be conducted exclusively by BAUMANN. Direct negotiations and agreements between the Supplier and customers of BAUMANN are only permissible if agreed in advance with BAUMANN.

## 13 Applicable law

German substantive law applies to legal relationships relating this agreement.

## 14 General requirements of Suppliers

14.1 Contract changes and amendments require the written form.

14.2 Insurance cover  
Submission of an insurance certificate with appropriate cover for business liability insurance, product liability insurance and recall cost insurance.

14.3 Product Safety Officer (PSO)  
The Supplier must designate a person responsible for this function at every production site within its organisation in order to meet product safety and product liability requirements. Unless a specific designation is provided, BAUMANN shall assume that the Supplier's Quality Manager/Quality Representative is responsible for this task.

## 15 Cancellation

This agreement can be cancelled by either party per end of any calendar month under observation of a notice period of 12 months. This agreement cannot be cancelled in relation to current transactions.

## 16 Documentation and archiving

16.1 A regulation determining the archiving method and guaranteeing access at any time shall be defined in the Supplier's QM system.

16.2 Unless regulated otherwise, record documents are subject to a retention period of 15 years after the end of serial production.

16.3 Record documents shall be made available to BAUMANN within two working days on request.

16.4 The Supplier undertakes to retain the records in accordance with the required retention period or to hand them over to BAUMANN in the event of a cancellation of the business relationship, a cessation of business activities or an insolvency.

16.5 The Supplier guarantees that the defined test results and documentation of the relevant test parameters of its production processes and those of its sub-suppliers are documented and archived with regard to verifiable characteristics.

## 17 Further applicable documents

17.1 BAUMANN GROUP

- Binding laws, directives and specific requirements "IMS 10746"
- Code of Conduct "IMS 10476"
- General Terms and Conditions of Purchase "IMS 10070"
- Confidentiality and Secrecy Agreement "IMS 10073"

17.2 General

- VDA Volume 2 (PPF)
- AIAG Volumes (MSA, FMEA, APQP, PPAP, SPC)

17.3 Extended, where applicable

- CQI-9
- CQI-11
- CQI-12
- VDA Volume 6.3 (Process Audit)

All of the references to standards made in the QAA relate to the currently applicable version.

**BAUMANN**

订货商

\_\_\_\_\_  
Date / Place

\_\_\_\_\_  
日期/地点

\_\_\_\_\_  
Name

\_\_\_\_\_  
Function

\_\_\_\_\_  
姓名

\_\_\_\_\_  
职务

## GENERAL QUALITY AGREEMENT

Signature

\_\_\_\_\_  
签名

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Name \_\_\_\_\_

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Function

姓名

职务

Signature

\_\_\_\_\_  
签名

**Supplier**

供应商

Date / Place

日期/地点

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Name \_\_\_\_\_

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Function

姓名

职务

Signature

\_\_\_\_\_  
 签名

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Name

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Function

姓名

职务

Signature

\_\_\_\_\_  
签名