



GENERAL QUALITY AGREEMENT

一般质量协议

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OUR MISSION – What drives us

A host of customers from the Automotive, Industrial and Medical industries bet on BAUMANN springs, stampings and bent components. Our solutions are of central importance for them. Our parts are decisive in terms of whether their product works or not.

MARKET SECTORS



- Power Liftgate
- Latches
- Dampers
- Electrics
- Seating
- Braking



- Electrical Industry
- Machinery and equipment
- Transport equipment
- Building and housing



- Pens
- Auto Injectors
- Syringes
- Metering Systems

<p>The following stipulations describe the general quality 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 Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná – Staré Město; (g) Baumann Spring Co. (S) Pte. Ltd., 33 Gul Lane, SG 629427; (h) Baumann Springs (Shanghai) Co. Ltd., 358-2 Shen Xia Road, Jiading District, Forward High Tech. Zone, Shanghai 2011818 CN; (h) BAUMANN SPRINGS USA Inc., 3075 No. Great Southwest, Pkwy. # 100, Grand Prairie, TX 75050 USA; (i) BAUMANN SPRINGS LEÓN S. DE R.L. DE C.V., Kappa 310 y 312, Fracc. Industrial Delta, MEX – 37545 León, Gto.</p> <p>EACH OF THE COMPANIES MENTIONED ABOVE ACTS IN IST OWN NAME AND ON IST OWN ACCOUNT</p> <p>1 Preamble Our customers from the automotive, industrial and medical market segments rely on BAUMANN springs, stamping and bent components. Our solutions are of critical importance to the quality of their products.</p> <p>2 Objective This General Quality Agreement (GQA) is a contractual instrument with which BAUMANN defines requirements and expectations with the objective to manufacture products free of defects and abnormalities and to deliver them on time.</p> <p>3 Scope</p> <p>3.1 This GQA shall apply to all products and services that the Supplier delivers or performs on the basis of an order.</p> <p>3.2 The GQA is an integral part of the following documents:</p> <ul style="list-style-type: none"> Order (individual orders, master agreement) BAUMANN General Terms and Conditions of Purchase parts <p>3.3 Due to the unique needs and requirements of the Chinese market, including the requirements of the automobile manufacturers located in this region, additionally to the stipulations of the GQA of BAUMANN the special regulations of the China Quality Supplement Agreement ("CQSA"), which can be viewed in Appendix 1 of the GQA, shall apply additionally to supplies of products and services by Supplier to each plant of BAUMANN in China. In the event that this GQA on the one hand and the CQSA on the other hand are contradictory, the CQSA shall prevail.</p> <p>4 Quality Management System (QMS)</p> <p>4.1 Supplier shall be ISO 9001 and ISO 14001 certified, unless agreed otherwise.</p> <p>4.2 Supplier shall implement into its QMS specific requirements of BAUMANN's customers, when communicated to supplier.</p>	<p>以下规定描述了以下公司的一般质量要求 : (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 Springs s.r.o., Na Novém Poli 384/6, CZ-73301 Karviná - Staré Město; (g) Baumann Spring Co. (S) Pte.Ltd., 33 Gul Lane, SG 629427; (h) Baumann Springs (Shanghai) Co. Ltd. , 358-2 Shen Xia Road, Jiading District, Forward High Tech.(h) 宝曼弹簧美国公司 · 3075 No. Great Southwest, Pkwy.# 100, Grand Prairie, TX 75050 USA; (i) BAUMANN SPRINGS LEÓN S. DE R.L. DE C.V., Kappa 310 y 312, Fracc.Industrial Delta, MEX - 37545 León, Gto.</p> <p>上述各公司均以自己的名义和账户行事。</p> <p>1 序言 我们来自汽车、工业和医疗市场领域的客户信赖BAUMANN的弹簧、冲压和弯曲部件。我们的解决方案对其产品的质量具有至关重要的意义。</p> <p>2 目标 本质量总协议 (GQA) 是一份合同文书 · BAUMANN用它来定义要求和期望。目的是生产无缺陷和无异常的产品并按时交付。</p> <p>3 范围</p> <p>3.1 本GQA应适用于供应商根据订单交付或执行的所有产品和服务。</p> <p>3.2 GQA是以下文件的一个组成部分 :</p> <ul style="list-style-type: none"> 订单 (个别订单 · 主协议) BAUMANN购买零件的一般条款和条件 <p>3.3 由于中国市场的独特需求和要求 · 包括位于该地区的汽车制造商的要求 , 除了BAUMANN的GQA的规定外 , 中国质量补充协议 ("CQSA") 的特殊规定 (可参见GQA的附录1) 应额外适用于供应商向BAUMANN在中国的每个工厂提供的产品和服务。如果本GQA与CQSA之间存在矛盾 , 则以CQSA为准。</p> <p>4 质量管理体系 (QMS)</p> <p>4.1 除非另有约定 · 供应商应获得ISO 9001和ISO 14001认证。</p> <p>4.2 供应商应在其质量管理体系中执行BAUMANN客户向其提出的具体要求。</p>
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<p>4.3 Supplier shall submit its certificates to BAUMANN without any delay. In case the certificates validity expired, or certificate has been revoked, BAUMANN needs to be informed immediately.</p> <p>4.4 Automotive delivery requirements Supplier shall be IATF 16949 certified or ISO 9001 certified with implemented MAQMSR (MINIMUM AUTOMOTIVE QUALITY MANAGEMENT SYSTEM REQUIREMENTS) into existing supplier's QMS. Product Safety & Conformity Representative - PSCR A Product Safety & Conformity Representative (PSCR) must be available at all production sites that produce for BAUMANN Group. Product safety officers must be familiar with product manufacturing, methods for risk assessment and the relevant rules for product safety and reliability. PSCR are members of the supplier management team or report directly to this team or to senior quality management.</p> <p>4.5 Medical delivery requirements Supplier shall be ISO 9001 certified with implemented specific requirements of ISO 13485 into existing supplier's QMS, when communicated to supplier.</p> <p>5 Responsibility</p> <p>5.1 Supplier is primary responsible for quality of parts and products delivered to BAUMANN. Supplier shall undertake all possible efforts to assure product quality and product safety and to mitigate the risk of product defects.</p> <p>5.2 Supplier shall ensure and shall obligate its sub-suppliers to ensure that:</p> <ul style="list-style-type: none"> ▪ A quality awareness is communicated throughout the entire company. ▪ The required product safety and product quality requirements are reviewed and addressed during product development and quality planning, ▪ Quality data are documented to demonstrate that the product was manufactured in compliance with specification, safety and quality requirements. ▪ Material traceability is in place to ensure that the defective and suspect products can be contained in the event of defect occurrence. ▪ Supplier shall notify BAUMANN well in advance, so that BAUMANN can check whether the planned changes could have a negative effect and supplier shall obtain the written approval of BAUMANN before any changes implemented (see detail in Chapter 7.6) ▪ Supplier verifies that the provided storage and the load carriers used for the product to be delivered will not cause any damage ▪ Supplier's personnel performing specific assigned tasks are qualified based on appropriate education training, and/or experience as required. Training records for all employees shall be maintained in accordance with a documented training procedure. Training effectiveness shall be practically reviewed by the supplier using various methods, such as pre- and post-testing and audits/appraisals of performance, as necessary. 	<p>4.3 供应商应毫不迟疑地向BAUMANN提交其证书。如果证书的有效期已过，或证书已被撤销，应立即通知BAUMANN。</p> <p>4.4 汽车交付要求 供应商应获得IATF 16949认证或通过ISO 9001认证，并在现有供应商的质量管理体系中实施了MAQMSR（最低汽车质量管理体系要求）。 产品安全与符合性代表 - PSCR 所有生产基地都必须有一名产品安全与符合性代表（PSCR），该代表的职责是 为BAUMANN集团生产。产品安全官员必须熟悉产品制造、风险评估的方法以及产品安全和可靠性的相关规则。PSCR是供应商管理团队的成员，或直接向该团队或高级质量管理人员报告。</p> <p>4.5 医疗运送要求 供应商应通过ISO 9001认证，并在与供应商沟通后，将ISO 13485的具体要求落实到现有供应商的质量管理体系中。</p> <p>5 责任</p> <p>5.1 供应商对交付给BAUMANN的部件和产品的质量负主要责任。供应商应尽一切努力保证产品质量和产品安全，减少产品缺陷的风险。</p> <p>5.2 供应商应确保并应责成其分供方确保：1：</p> <ul style="list-style-type: none"> ▪ 整个公司都在传达一种质量意识。 ▪ 在产品开发和质量规划期间，对所需的产品安全和产品质量要求进行审查和处理、 ▪ 质量数据被记录下来，以证明产品的生产符合规格、安全和质量要求。 ▪ 材料的可追溯性，以确保在发生缺陷的情况下，可以控制缺陷和可疑产品。 ▪ 供应商应提前通知BAUMANN，以便BAUMANN能够检查计划中的变更是否会产生负面影响，并且供应商在实施任何变更之前应获得BAUMANN的书面批准（详见第7.6章）。 ▪ 供应商核实所提供的仓库和用于交付产品的装载载体不会造成任何损害。 ▪ 供应商执行具体分配任务的人员是基于适当的教育培训和/或必要的经验而合格的。所有员工的培训记录应按照文件化的培训程序进行维护。供应商应使用各种方法对培训效果进行实际审查，如必要时进行事前和事后测试以及审计/业绩评估。
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<p>6 Product development (Quality planning)</p> <p>6.1 General</p> <p>6.1.1 BAUMANN will provide Supplier with the relevant product requirement information. Supplier shall check the product requirements or proposed changes about technical and economic feasibility and, where necessary, submit timely proposals for changes and submit Feasibility agreement within 10 working days.</p> <p>6.1.2 Supplier shall carry out the assigned tasks in accordance with the order's documentation. Any deviation between the Supplier's order confirmation and the order documentation can only be taken into consideration if Supplier clearly defines the relevant specification in its order confirmation.</p> <p>6.1.3 Supplier shall notify BAUMANN immediately of deadline risks and delays in project planning.</p> <p>6.1.4 BAUMANN shall inform Supplier without delay and in writing of any changes to product requirements. Supplier shall review whether these changes are technically feasible and what consequences they will have for the order concerned and inform BAUMANN.</p> <p>6.2 Initial sampling; product and process release</p> <p>6.2.1 Unless specified otherwise, initial sampling shall be carried out in accordance with PPAP Level 4 in coordination with BAUMANN. Supplier shall provide the documentation as defined in the order.</p> <p>6.2.2 Initial samples shall 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.</p> <p>6.3 Material data systems and Material certificates Supplier shall provide requested material certificate (REACH, RoHS, CMRT and others when communicated to supplier) and assure regular update and submission upon BAUMANN's request.</p> <p>6.3.1 Automotive delivery requirements / Material data systems Supplier shall register its materials as per the order with the following material data systems. IMDS, CAMDS (China Automotive Material Data System)</p> <p>6.3.2 Medical delivery requirements / Material data systems The Supplier shall register its materials as per the order with the following material data systems. BOMCheck</p> <p>7 Serial production of the product</p> <p>7.1 Incoming inspections at BAUMANN and defect notification</p> <p>7.1.1 Goods will be inspected for externally visible transport damage and externally visible defects immediately on receipt.</p> <p>7.1.2 BAUMANN will notify Supplier immediately of any defect detected during these inspections. Supplier will be informed of defects that are not discovered during the incoming inspection</p>	<p>6 产品开发 (质量规划)</p> <p>6.1 概述</p> <p>6.1.1 BAUMANN将向供应商提供相关的产品要求信息。供应商应检查产品要求或提议的变更在技术和经济上的可行性，必要时，及时提交变更建议，并在10个工作日内提交可行性协议。</p> <p>6.1.2 供应商应按照订单的文件规定执行指定的任务。供应商的订单确认书与订单文件之间的任何偏差，只有在供应商在其订单确认书中明确定义了相关规范的情况下才能被考虑。</p> <p>6.1.3 供应商应立即通知 BAUMANN 项目规划中的期限风险和延误。</p> <p>6.1.4 BAUMANN应及时以书面形式通知供应商对产品要求的任何变更。供应商应审查这些变更在技术上是否可行，以及这些变更对有关订单将产生什么后果，并通知BAUMANN。</p> <p>6.2 初始取样；产品和工艺发布</p> <p>6.2.1 除非另有规定，应与 BAUMANN 协调，按照 PPAP 第 4 级的要求进行初始采样。供应商应提供订单中规定的文件。</p> <p>6.2.2 初始样品应连续编号并贴上清晰的标签，以保证正确分配到相应的测量结果。必要时，应与BAUMANN协调识别和标记的方法。</p> <p>6.3 材料数据系统和材料证书 供应商应提供所要求的材料证书 (REACH、RoHS、CMRT和其他被告知的材料)，并保证在BAUMANN的要求下定期更新和提交。</p> <p>6.3.1 汽车交付要求/材料数据系统 供应商应根据订单在以下材料数据系统中登记其材料。 IMDS, CAMDS (中国汽车材料数据系统)。</p> <p>6.3.2 医疗交付要求/材料数据系统 供应商应根据订单在以下材料数据系统中登记其材料。 BOMCheck</p> <p>7 产品的系列化生产</p> <p>7.1 在BAUMANN的进货检查和缺陷通知</p> <p>7.1.1 收到货物后，将立即检查外部可见的运输损坏和外部可见的缺陷。</p> <p>7.1.2 BAUMANN将在这些检查中发现的任何缺陷立即通知供应商。对于在进</p>
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<p>as soon as they are detected during normal business processing.</p> <p>7.1.3 BAUMANN has no obligations against Supplier other than the inspections and notifications defined in the processing. In this respect, Supplier renounces the right of objection regarding delayed notice of defects.</p> <p>7.1.4 The quality of the products shall be monitored throughout the duration of the manufacturing process at supplier. The production capability is ensured and documented with assuring. Ppk values min. 1.67 Cpk values min. 1.33 unless agreed otherwise.</p> <p>7.1.5 Suitable measures shall be taken to guarantee compliance with requirements (e.g. 100% inspection) in coordination with BAUMANN for unstable manufacturing processes.</p> <p>7.2 Identification and traceability</p> <p>7.2.1 Traceability is required for all parts produced for BAUMANN. Based on their traceability the parts can be pinpointed, isolated, filtered out and reworked as necessary in the event of a defect in order to minimize the impact on the customer. To assure this, Supplier follows the first in / first out (FIFO) principle and ensures the traceability of the products it supplies. If a defect is found, it is necessary to ensure that the faulty parts / products / batches and related production data are identified within a working day. This also applies to traceability among sub-suppliers.. In addition, the system shall also enable inspection data relating to the supplier's production lot. Traceability must be assured for every delivery for</p> <ul style="list-style-type: none"> all components, materials and modules all process parameters which have impact on distinctive characteristics and test characteristics <p>The batch size must not be greater than the volume produced.</p> <ul style="list-style-type: none"> either in a single shift or a single day and <p>If necessary, further definitions will be agreed between Supplier and BAUMANN. First in / first out principle</p> <ul style="list-style-type: none"> shall be observed in every process step. <p>Mixing of parts:</p> <ul style="list-style-type: none"> Parts shall not be mixed when making the transition from once process step to another. <p>The smallest packaging unit contains a maximum of two separate batch numbers.</p> <p>7.2.2 Supplier shall label every delivery unit delivered to BAUMANN in accordance with the following minimum requirements:</p> <ul style="list-style-type: none"> 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) 	<p>货检查中未发现的缺陷，一旦在正常业务处理中发现，将立即通知供应商。</p> <p>7.1.3 除了加工中规定的检查和通知外，BAUMANN对供应商没有任何义务。在此方面，供应商放弃对延迟通知缺陷的异议权。</p> <p>7.1.4 产品的质量应在供应商的整个生产过程中得到监控。生产能力得到保证，并以文件形式保证。 Ppk值最小为1.67 Cpk值最小为1.33 除非另有约定。</p> <p>7.1.5 对于不稳定的生产过程，应与BAUMANN协调，采取适当措施保证符合要求（如100%检查）。</p> <p>7.2 识别和可追溯性</p> <p>7.2.1 为BAUMANN生产的所有部件都必须具有可追溯性。根据其可追溯性，在出现缺陷时，可对零件进行准确定位、隔离、过滤，并在必要时进行返工，以尽量减少对客户的影响。 为了保证这一点，供应商遵循先进先出（FIFO）原则，并确保其供应产品的可追溯性。 如果发现缺陷，有必要确保在一个工作日内确定有缺陷的零件/产品/批次和相关的生产数据。这也适用于次级供应商之间的可追溯性。此外，该系统也应能实现与供应商的生产批次有关的检验数据。 必须保证每一次交货的可追溯性，以便</p> <ul style="list-style-type: none"> 所有组件、材料和模块 所有对独特特性和测试特性有影响的工艺参数 <p>批量大小不得大于生产量。</p> <ul style="list-style-type: none"> ，要么在一个班次中，要么 单日和 <p>如有必要，进一步的定义将由供应商和BAUMANN商定。 先进先出原则</p> <ul style="list-style-type: none"> ，在每一个加工步骤中都应遵守。 <p>混合的部分：</p> <ul style="list-style-type: none"> 当从一个加工步骤过渡到另一个加工步骤时，零件不得混合。 <p>最小的包装单元最多包含两个独立的批号。</p> <p>7.2.2 供应商应按照下列最低要求对交付给BAUMANN的每个交货单位进行标识：</p> <ul style="list-style-type: none"> 制造商 半成品的供应商 生产地点 项目名称 生产批号
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<ul style="list-style-type: none"> ▪ Supplier's item number ▪ BAUMANN item number <p>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.</p> <p>7.2.3 The labelling requirements of product-specific technical delivery requirements apply where available.</p> <p>7.2.4 Products with a limited shelf-life shall fulfil specific labelling requirements that are issued with specific information stating the latest date by which the product must be processed in order to avoid functionality limitations.</p> <p>7.3 Special release of products with deviations If it becomes apparent that Supplier cannot meet its supply obligations regarding, for example, quality. Features, schedules, delivery quantities, or packaging requirements, the supplier shall so inform BAUMANN. Promptly and always before delivering parts that may potentially be unusable. However, this information shall not release the Supplier from the need to adhere to its contractual obligations. If Supplier is unable to provide products according to specification, supplier must obtain a special release. (concession) from BAUMANN before making a delivery. This requires a precise description of the variation and details of the volume or period affected. Further procedure will be closely coordinated with BAUMANN. A delivery can only be made after approval by BAUMANN</p> <p>7.3.1 Products with an approved special release shall be delivered separately and each transport unit labelled as per agreement. A copy of the special release shall be enclosed with the delivery paperwork.</p> <p>7.4 Problems affecting Supplier.</p> <p>7.4.1 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.</p> <p>7.5 Quality Complaints by BAUMANN</p> <p>7.5.1 BAUMANN shall notify the Supplier of quality defect in the form of a complaint as soon as they are ascertained in the course of proper business proceedings.</p> <p>7.5.2 Supplier shall introduce immediate measures to eliminate the cause of quality defect for which it is responsible. If the Supplier fails to provide supplementary delivery within a reasonable time specified by BAUMANN, BAUMANN shall implement sorting activities and/or the elimination of defects/deficiencies at the Supplier's expense.</p>	<ul style="list-style-type: none"> ▪ 冶炼数量 (半成品) ▪ 单独的容器编号 (卷轴编号) 。 ▪ 数量 ▪ 到期日 (如适用) 。 ▪ 供应商的项目编号 ▪ BAUMANN 项目编号 <p>标</p> <p>签必须贴在每个单独的容器和外包装上，使它们从外面可以清楚地看到和读懂。</p> <p>7.2.3 在有条件的情况下，适用产品特定技术交付要求的标签要求。</p> <p>7.2.4 保质期有限的产品应满足特定的标签要求，这些标签发布的具体信息说明了为避免功能受限而必须对产品进行处理的最后日期。</p> <p>7.3 有偏差的产品的特别发布 如果供应商显然不能履行其在质量等方面的供应义务。 如果供应商对其产品的特征、时间表、交货数量或包装要求有异议，则应通知BAUMANN。 在交付有可能无法使用的部件之前，及时并始终提供这些信息。然而，这些信息不应免除供应商遵守其合同义务的需要。 如果供应商不能按照规格提供产品，供应商必须获得特别许可。 (在交货之前，需要从BAUMANN获得 (特许权) 。这需要对变化的精确描述和 受影响的数量或时期的细节。 进一步的程序将与BAUMANN密切协调。只有在得到BAUMANN的批准后，才能进行交货。</p> <p>7.3.1 有批准的特别释放的产品应单独交付，每个运输单位应按协议贴上标签。运送文件中应附上一份特别释放的副本。</p> <p>7.4 影响供应商的问题。</p> <p>7.4.1 供应商有义务向BAUMANN通报其知道的、可能影响BAUMANN的问题和风险。 它应立即引入措施来消除问题，并应证明问题的原因已经被消除。</p> <p>7.5 BAUMANN的质量投诉</p> <p>7.5.1 BAUMANN应在适当的商业程序中确定了质量缺陷后，立即以投诉的形式通知供应商。</p> <p>7.5.2 供应商应立即采取措施，消除其负责的质量缺陷的原因。如果供应商未能在BAUMANN规定的合理时间内提供补充交货，BAUMANN应实施分类活动和/或消除缺陷/瑕疵，费用由供应商承担。</p>
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<p>7.5.3 Supplier shall provide a full 8D report within the specified time periods. BAUMANN can ask for the submission of a cause analysis such as 5Why, cause-effect diagram, etc.</p> <ul style="list-style-type: none"> ▪ Notification of receiving claim within 1 working day ▪ 3D report within 3 working day. ▪ 5D report within 10 working days ▪ Complete 8D report within 30 working days unless agreed otherwise. <p>In case of delays in implementation of action, BAUMANN must be informed, and new timing mutually agreed.</p> <p>7.5.4 BAUMANN can impose relevant cost to supplier, linked with handling and investigation of reported complaints.</p> <p>7.6 Product and process changes</p> <p>7.6.1 Prior to supplier-initiated change such as</p> <ul style="list-style-type: none"> ▪ modifications of the product or packaging, ▪ change of sub-suppliers throughout the supply chain, ▪ change of production methods, production equipment, processes with influence on form, fit, function, performance, and reliability (including at sub-suppliers in the supply chain), ▪ relocating or setting up production sites or production equipment at the same site ▪ changes of test methods and test equipment, ▪ suspension of maintenance of digital goods (legacy support) <p>Supplier notifies BAUMANN well in advance and shall obtain the written approval of BAUMANN as provides the agreed quality documentation in this regard. BAUMANN shall decide whether and to what extent a new initial sample inspection is required in relation to a change. Examples of other notifiable changes are given as well in VDA Volume 2 (current version).</p> <p>7.6.2 NO changes can be implemented until BAUMANN has issued a written release.</p> <p>7.7 Scrap and Rework</p> <p>The handling of scrap and rework of products must be clearly regulated. Rework must always be avoided and is only permitted if approved corresponding process descriptions are available.</p> <p>Care is required in ensuring that a FMEA and a production control plan are in place for dismantling rejected products and re-introducing them to the production process, that the reworking time is limited and takes place on a standard system. Traceability must be assured. If the rework process is required on a permanent lasting basis, it is to be transferred to a standardized process.</p> <p>Scrap must be disposed of according to the standard; unauthorized further use of these products must be prevented (e.g. through destruction).</p> <p>7.8 Product requalification</p> <p>7.8.1 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 on request within 1 working day.</p>	<p>7.5.3 供应商应在规定时间内提供一份完整的8D报告。BAUMANN可以要求提交原因分析，如5Why、因果图等。</p> <ul style="list-style-type: none"> ▪ 在1个工作日内收到索赔的通知 ▪ 3个工作日内完成3D报告。 ▪ 5D报告在10个工作日内完成 ▪ 在30个工作日内完成8D报告，除非另有约定。 <p>如 果行动的实施出现延误，必须通知BAUMANN，并由双方商定新的时间。</p> <p>7.5.4 BAUMANN可向供应商征收与处理和调查举报投诉有关的费用。</p> <p>7.6 产品和工艺变化</p> <p>7.6.1 在供应商发起的变革之前，如</p> <ul style="list-style-type: none"> ▪ ，对产品或包装进行修改、 ▪ 整个供应链的次级供应商的变化、 ▪ ，改变生产方法、生产设备、对形状、配合、功能、性能和可靠性有影响的工艺（包括在供应链上的次级供应商）、 ▪ 搬迁或在同一地点设立生产场所或生产设备 ▪ 测试方法和测试设备的变化、 ▪ 暂停维护数字商品（遗留支持）。 <p>供 应商应提前通知BAUMANN，并应获得BAUMANN的书面批准，并提供这方面的商定的质量文件。BAUMANN应决定是否以及在多大程度上需要进行与变更有关的新的初始样品检查。</p> <p>在VDA第二卷（当前版本）中也给出了其他应通知的变化的例子。</p> <p>7.6.2 在BAUMANN发布书面声明之前，不能实施任何改变。</p> <p>7.7 废料和返工</p> <p>对产品的废料和返工的处理必须有明确的规定。必须始终避免返工，只有在有经批准的相应工艺说明的情况下才允许返工。</p> <p>需要注意的是，确保有一个FMEA和生产控制计划来拆卸被拒绝的产品并将其重新投入到生产过程中，确保返工时间有限并在标准系统中进行。必须保证可追溯性。如果返工过程是长期需要的，它将被转移到一个标准化的过程。</p> <p>废料必须按照标准进行处理；必须防止未经授权进一步使用这些产品（例如通过销毁）。</p> <p>7.8 产品重新鉴定</p> <p>7.8.1 供应商应按照控制计划，考虑到材料和功能规格，每年对每个产品进行一次全面的尺寸和功能测试。测试结果应在1个工作日内按要求提供给BAUMANN。</p>
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8 Continuous Improvement cooperation	8 持续改进合作
<p>8.1 Supplier auditing by BAUMANN</p> <p>8.1.1 Supplier shall enable BAUMANN to verify the efficiency of its quality assurance measures on site in accordance with an agreed schedule.</p> <p>8.1.2 Supplier shall grant BAUMANN and, where necessary, its customers access to production sites, test and inspection facilities, storage facilities and associated areas during normal business hours and allow them to inspect all quality-relevant documents. In this regard, BAUMANN shall inform Supplier of the type, scope and intend time audit in advance.</p> <p>8.1.3 Supplier shall designate an employee responsible for preparing the audit who must be present throughout the entire audit and during the subsequent coordination discussions. The designated employee represents Supplier during the audit and shall be endowed with the appropriate necessary powers by Supplier.</p> <p>8.1.4 Supplier shall reach agreements with its sub-suppliers enabling BAUMANN or its customer to conduct an audit of the sub-supplier.</p> <p>8.1.5 Each party shall bear its own audit costs.</p> <p>8.1.6 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 as they could be the subject matter of an audit.</p> <p>8.2 Supplier evaluation</p> <p>8.2.1 BAUMANN will evaluate supplier's performance to detect potential risks. The results of the evaluation of quality, delivery, and service (communication, flexibility) will be provided to Supplier.. Supplier will be required to introduce and present appropriate improvement measures if requirements are not fulfilled.</p> <p>8.2.2 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.</p> <p>8.2.3 Supplier shall undertake every necessary measure to assure the quality of its sub-suppliers' performance and shall ensure compliance with this GQA and its attachments and the corresponding contractual commitment of sub-suppliers. Supplier is fully liable for the performance and deliveries of its sub-suppliers.</p> <p>8.2.4 Automotive delivery requirements Insofar as CQI requirements are applicable, supplier shall ensure compliance with the corresponding requirements of the AIAG regarding the evaluation of technical processes by way of annual CQI self-assessments within its company and, where indicated, within its sub-suppliers. The annual CQI self-assessments shall be made available to BAUMANN upon request.</p>	<p>8.1 BAUMANN对供应商的审核</p> <p>8.1.1 供应商应使 BAUMANN 能够按照商定的时间表，在现场核实其质量保证措施的效率。</p> <p>8.1.2 供应商应允许 BAUMANN 以及必要时其客户在正常工作时间内进入生产现场、测试和检验设施、仓储设施和相关区域，并允许他们检查所有与质量有关的文件。在这方面，BAUMANN 应事先通知供应商审计的类型、范围和计划时间。</p> <p>8.1.3 供应商应指定一名员工负责准备审核工作，该员工必须在整个审核过程和随后的协调讨论中在场。该指定员工在审核期间代表供应商，并应被供应商赋予适当的必要权力。</p> <p>8.1.4 供应商应与其分供方达成协议，使BAUMANN或其客户能够对分供方进行审计。</p> <p>8.1.5 每一方应承担自己的审计费用。</p> <p>8.1.6 BAUMANN还有权要求提供审计以外的与产品和/或生产过程有关的信息、质量记录和其它文件，因为它们可能成为审计的对象。</p> <p>8.2 供应商评估</p> <p>8.2.1 BAUMANN将对供应商的业绩进行评估，以发现潜在的风险。对质量、交付和服务（沟通、灵活性）的评价结果将提供给供应商。如果没有达到要求，供应商将被要求引入并提出适当的改进措施。</p> <p>8.2.2 供应商负责为参与对质量有影响的活动的人员设计一个培训计划。该培训计划应在与分配给每个员工的任务相适应的时间间隔内实施并记录下来。</p> <p>8.2.3 供应商应采取一切必要措施以保证其分供方的履约质量，并确保遵守本GQA及其附件以及分供方的相应合同承诺。供应商对其分供方的业绩和交货负全部责任。</p> <p>8.2.4 汽车交付要求 在适用CQI要求的情况下，供应商应确保遵守AIAG关于技术流程评估的相应要求，即在其公司内部以及在所指出的分供方内部进行年度CQI自我评估。年度CQI自我评估报告应根据要求提供给BAUMANN。</p>

<p>9 Confidentiality</p> <p>9.1 Each party shall use all documents and knowledge which it receives from the other Party in connection with this GQA only for the purposes of this Agreement and shall keep them secret from third parties with the same care as its own corresponding documents and knowledge. This obligation shall commence upon first receipt of the documents or knowledge and shall end 36 months after the termination of the GQA.</p> <p>9.2 The obligation to maintain confidentiality shall not apply to information, contents of conversations and facts which demonstrably:</p> <ul style="list-style-type: none"> ▪ was already public knowledge at the time of the communication to the receiving Party or becomes public knowledge thereafter without breach of the present obligation or ▪ was already known to the receiving party prior to disclosure by the disclosing party or is lawfully disclosed to the receiving party by a third party, or ▪ were developed by the receiving party independently of the information disclosed by the other party. <p>10 Liability Liability shall be determined in accordance with the agreements on which the delivery is based.</p> <p>11 Remedies</p> <p>11.1 In the event that the supplier:</p> <p>11.1.1 fails to comply with requirements of the contractually agreed quality management system, or</p> <p>11.1.2 refuses without legal reason to provide essential information owed under this GQA, or</p> <p>11.1.3 refuses without legal reason to carry out an agreed audit or an audit justifiably requested by BAUMANN or</p> <p>11.1.4 violates contractual obligations arising from this GQA, BAUMANN shall have the right, without prejudice to statutory rights:</p> <ul style="list-style-type: none"> ▪ to refuse acceptance of ordered products until the supplier has remedied the breach of contract, or he fulfils his obligations to cooperate, or proves that he complies with the contractually agreed quality management system, or he submits concrete corrective measures to BAUMANN with regard to the negative result in the audit carried out; ▪ to withdraw from the series delivery contract in whole or in part after the fruitless expiry of a grace period. ▪ to demand compensation for the additional expenses incurred by BAUMANN because BAUMANN has to incur increased processing costs due to the above-mentioned breaches of contract. ▪ to demand reimbursement of the additional expenses incurred by BAUMANN since BAUMANN carries out an incoming goods inspection because of the above-mentioned breaches of contract. ▪ to demand reimbursement of the additional expenses incurred by BAUMANN as a result of BAUMANN having a goods inspection carried out by external third 	<p>9 保密性</p> <p>9.1 每一方应将其从另一方收到的与本GQA有关的所有文件和知识仅用于本协议的目的，并应以与自己的相应文件和知识相同的谨慎态度，对第三方保密。这项义务应从第一次收到文件或知识时开始，到GQA终止后36个月结束。</p> <p>9.2 保密的义务不应适用于明显的信息、谈话内容和事实：</p> <ul style="list-style-type: none"> ▪ ， 在向接收方通报时已为公众所知，或在此后成为公众所知而不违反本义务或 ▪ ， 在披露方披露之前，接收方已经知道，或由第三方合法地披露给接收方，或 ▪ ， 是由接收方独立于另一方披露的信息而制定的。 <p>10 责任 责任应根据交付所依据的协议来确定。</p> <p>11种补救措施</p> <p>11.1 如果供应商：</p> <p>11.1.1 未能遵守合同约定的质量管理体系的要求，或</p> <p>11.1.2 无合法理由拒绝提供本GQA规定的基本信息，或</p> <p>11.1.3 无合法理由拒绝进行约定的审计或BAUMANN有理由要求的审计，或</p> <p>11.1.4 违反本GQA规定的合同义务的，BAUMANN有权在不影响法定权利的情况下，：</p> <ul style="list-style-type: none"> ▪ ， 拒绝接受订购的产品，直到供应商纠正了违约行为，或履行了合作义务，或证明其符合合同约定的质量管理体系，或就所进行的审核中的负面结果向BAUMANN提交具体的纠正措施； ▪ ， 在宽限期到期无果后，全部或部分退出系列交货合同。 ▪ ， 要求赔偿BAUMANN所产生的额外费用，因为BAUMANN由于上述违约行为而不得不增加处理成本。 ▪ ， 要求偿还BAUMANN因上述违约行为而进行进货检验所产生的额外费用。 ▪ ， 要求偿还BAUMANN因上述违约行为而由外部第三方（如外部检测实验室）进行的货物检验所产生的额外费用。
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<p>parties (e.g. an external testing laboratory) due to the aforementioned breaches of contract.</p> <p>11.2 If BAUMANN refuses to accept ordered products in accordance with the above provision, the supplier shall be thereby in default of delivery.</p> <p>11.3 BAUMANN cannot claim for compensation for additional expenses if the supplier is not responsible for the breaches of contract.</p> <p>11.4 If, in contrary to this agreement, sub-suppliers are used without written consent, BAUMANN is entitled, without prejudice to further claims, to demand the change to approved suppliers by BAUMANN. Furthermore, BAUMANN may terminate the affected contract at any time within a period of six months after becoming aware of the use of unapproved upstream suppliers with a notice period of one month.</p> <p>11.5 Costs incurred by BAUMANN due to the use of unauthorized sub-suppliers shall be borne by the supplier, unless he is not responsible for the unauthorized use of sub-suppliers. Further legal claims are not excluded.</p> <p>11.6 If the supplier, for reasons other than those mentioned above, has violated the provisions of this GQA, BAUMANN shall be entitled to all statutory claims, irrespective of any other claims agreed.</p> <p>12 Communication with customers of BAUMANN With regards to the products ordered by BAUMANN, communication with the customer shall be maintained exclusively by BAUMANN. Direct negotiations and agreements between the supplier and BAUMANN's customer are only permitted after prior consultation with BAUMANN.</p> <p>13 Applicable law German law shall apply to the legal relationships in connection with this agreement.</p> <p>14 General requirements of Suppliers</p> <p>14.1 Amendments and supplements to the contract must be made in writing.</p> <p>14.2 Insurance coverage: submission of a valid insurance certificate, with appropriate coverage, for general- and product liability as well as recall cost insurances.</p> <p>14.3 Product Safety Officer (PSO) In order to ensure compliance with product safety/product liability requirements, the supplier shall appoint a person responsible for this function within its organization for each production site. If no specific appointment is made, BAUMANN assumes that the supplier's quality manager/QM representative will perform this task.</p> <p>15 Termination This agreement can be terminated by either party with a notice period of 12 months to the end of each calendar year.</p> <p>16 Documentation and archiving</p> <p>16.1 A regulation on documentation and archiving as well as ensuring access at any time shall be specified in the supplier's QM system.</p>	<p>11.2 如果BAUMANN拒绝按照上述规定接受所订购的产品，则供应商应因此而不履行交货义务。</p> <p>11.3 如果供应商不对违约行为负责，BAUMANN不能要求赔偿额外费用。</p> <p>11.4 如果违反本协议，未经书面同意而使用次级供应商，BAUMANN有权在不影响进一步索赔的情况下，要求BAUMANN更换为经批准的供应商。此外，BAUMANN可以在知道使用未经批准的上游供应商后六个月内的任何时候终止受影响的合同，并给予一个月的通知期。</p> <p>11.5 BAUMANN因使用未经授权的次级供应商而产生的费用应由供应商承担，除非他对未经授权使用次级供应商不负责任。不排除进一步的法律索赔。</p> <p>11.6 如果供应商由于上述以外的原因违反了本GQA的规定，BAUMANN有权提出所有法定的索赔要求，而不考虑任何其他约定的索赔要求。</p> <p>12 与BAUMANN的客户沟通 关于BAUMANN订购的产品，与客户的联系应完全由BAUMANN保持。供应商与BAUMANN的客户之间的直接谈判和协议，只有在事先与BAUMANN协商后才允许。</p> <p>13 适用法律 德国法律应适用于与本协议有关的法律关系。</p> <p>14 供应商的一般要求</p> <p>14.1 对合同的修改和补充必须以书面形式进行。</p> <p>14.2 保险范围：提交有效的保险证书，并有适当的保险范围，包括一般和产品责任保险以及召回费用保险。</p> <p>14.3 产品安全官员 (PSO) 为了确保符合产品安全/产品责任要求，供应商应在其组织内为每个生产基地指定一名负责该职能的人员。如果没有具体指定，BAUMANN假定供应商的质量经理/质量管理代表将执行这一任务。</p> <p>15 终止 本协议可由任何一方终止，通知期为12个月至每个日历年年底。</p> <p>16 文件和归档</p> <p>16.1 供应商的质量管理体系中应规定关于文件和归档以及确保在任何时候访问的条例。</p>
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<p>16.2 Unless otherwise agreed, quality records are subject to an archiving obligation of 15 years.</p> <p>16.3 At BAUMANN's request, quality records must be made available within two working days.</p> <p>16.4 In the event of termination of the business relationship, discontinuation of business or bankruptcy, the supplier shall archive the documents in accordance with the prescribed documentation period or to hand them over to BAUMANN.</p> <p>16.5 The supplier warrants that specified test results and documentation of the relevant process parameters, which are subject to verification, of his own manufacturing process, as well as the manufacturing process of its sub-suppliers, are documented and archived.</p> <p>17 Applicable documents</p> <p>17.1 Automotive delivery requirements VDA Volume 2 AIAG Volumes (MSA, FMEA, APQP, PPAP, SPC) AIAG CQI (CQI-9, CQI-11, CQI-12) VDA Volume 6.3 All the references to standards made in the GQA relate to the current applicable version.</p>	<p>16.2 除非另有约定，质量记录的归档义务为15年。</p> <p>16.3 应BAUMANN的要求，必须在两个工作日内提供质量记录。</p> <p>16.4 在终止业务关系、停止营业或破产的情况下，供应商应按照规定的文件期限将文件归档，或将文件移交给BAUMANN。</p> <p>16.5 供应商保证对其自身的制造过程以及其分供方的制造过程的相关工艺参数的特定测试结果和文件进行记录和归档，以备核查。</p> <p>17 适用的文件</p> <p>17.1 汽车交付要求 VDA第二卷 AIAG卷（MSA、FMEA、APQP、PPAP、SPC）。 AIAG CQ (CQ-9, CQ-11, CQ-12) VDA 6.3卷 GQA中对标准的所有引用都与当前适用的版本有关。</p>
日期 : 15.09.2023	日期 : 15.09.2023

BAUMANN

日期/地点

名称 功能

签名

名称 功能

签名

供应商

日期/地点

名称 功能

签名

名称 功能

签名