

## **Quality Assurance Agreement (QAA)**

This agreement was concluded  
between

Maschinenfabrik Mönninghoff GmbH & Co. KG  
Burgstrasse 35 · 44867 Bochum · Germany

- hereinafter referred to as Mönninghoff -

and

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- hereinafter referred to as Partner -

## **The concept of quality**

Mönninghoff regards its suppliers not as suppliers, but as technology partners. This General Quality Assurance Agreement describes the rights and obligations of this Partnership in relation to the supply and quality of products and services. It is intended to improve communication between the two partners and ensure smooth processes and prevent quality problems.

Because Mönninghoff acquires its customers in high-tech areas of mechanical and plant engineering worldwide, product quality is given the highest priority. In order to meet these high quality standards at all times, Mönninghoff makes these demands not only of itself, but also of every partner. This refers to products, processes, procedures and documentation and to the type of communication. All of these aspects are described in the QAA.

## **1 Introduction**

### **1.1 Objective**

The aim of this agreement is to manifest the partnership in the long term and to work together on permanent improvement. It is important for Mönninghoff that the Partner is aware of the specifications with which the components are expected on which date when accepting the order. At the same time, Mönninghoff is committed to providing the partner with the best possible support during the process of implementation. This agreement clearly defines the responsibilities of each partner in this respect.

### **1.2 Scope**

This QAA applies to all products and services that are supplied by the Partner to Mönninghoff during the validity of this agreement.

The Partner itself is responsible for the involvement of subcontractors if these were prescribed by Mönninghoff.

After signing by the two partners, this QAA will become part of any future sales contract and will apply in addition to the specifications and requirements contained in orders and technical documents.

## **2 General requirements**

### **2.1 Responsibility for production**

The Partner is responsible for correct, specification and quality delivery of the products and the handling of provided products as well as the control of his production process.

He undertakes to take quality assurance measures into account during the manufacture of his products and services.

Through appropriate quality planning, the Partner ensures that only products and services are provided that meet Mönninghoff's requirements and specifications. The test concept and the type of documents are determined by the Partner on his own responsibility.

Mönninghoff's requirements for quality assurance measures are at least based on the requirements of DIN EN ISO 9001:2015.

## **2.2 Assessment of human rights and environmental risks**

With the “Act on Corporate Due Diligence Obligations in Supply Chains” coming into force in Germany on 01.01.2023, Mönninghoff must ensure that the partner complies with the human rights and environmental expectations required by the law. The partner must also ensure that these expectations are adequately addressed within its own supply chain.

If compliance cannot be ensured or if human rights or environmental risks are known, the partner is obliged to inform Mönninghoff in advance. If a risk has been identified at the own site or in the supply chain, it must be minimized or terminated preventively in order to prevent violations.

## **2.3 Technical documents**

The quality-relevant characteristics and tolerance specifications to be observed by the Partner can be found in the technical documents such as drawings, national and international standards, guidelines or the specifications on the order. The Partner shall ensure that the following are always manufactured, tested and delivered according to the latest technical documents available to him. For this, the partner needs to check for potential changes in the drawing index.

Different batches of raw material within one delivery must be marked and packed separately.

In addition, it must be verified that the products to be supplied meet the requirements of EU directives 2011/65/EU (RoHS2) respectively 2015/863/EU (RoHS3) and Directive (EC) no. 1907/2006 (REACH including components subject to disclosure in the SVHC list). In the case of deviations, the obligation also applies to provide information on existing deviations and offer alternative proposals.

In the case of all technical deviations to these documents, written approval must be obtained from Mönninghoff before delivery. The attached request for derogation can be used for this purpose.

Approved deviations from the specifications must be noted on the delivery documents and made clear by attaching a copy of the release document to the delivery documents.

## **2.4 Test equipment**

The Partner ensures that all necessary test equipment required for the manufacture of Mönninghoff products is available and subject to permanent monitoring, systematic calibration and maintenance.

Under certain circumstances, the Partner's test equipment, test methods and gauges must be coordinated with Mönninghoff's quality assurance. This particularly applies especially in the case of any previous non-conformities.

## **2.5 Documentation and retention periods**

The Partner is obliged to document product tests and releases (internal as well as initial sampling and special releases). All records that serve to prove that quality requirements have been met are subject to a retention period of 10 years from the respective date of creation. In addition, statutory and official requirements must also be observed. At the

request of Mönninghoff, the aforementioned documents must be presented in individual cases.

## **2.6 Transfer to subcontractors**

Production orders may not be transferred to subcontractors without prior notice and written approval from Mönninghoff. If the Partner places manufacturing orders with subcontractors, the Partner must ensure that the requirements of this QAA are also met by the subcontractor.

## **2.7 Changes**

The Partner undertakes to inform Mönninghoff in advance of any changes to production processes, production locations or contact persons that may affect the product.

Should these changes affect the requirements of the manufactured products in both technical and commercial terms, Mönninghoff's approval must be obtained.

## **2.8 Visits and audits**

In order to intensify the cooperative partnership and to implement the agreement reached in this QAA, visits to the Partner and Mönninghoff are planned after prior notice.

In addition, Mönninghoff reserves the right to conduct an audit at the Partner at appropriate intervals. On the basis of a mutually accepted audit report, the Partner undertakes - if necessary - to take corrective measures in his area of responsibility.

## **3 Processes of the Partner**

### **3.1 Contract review**

After receipt of the request or order, it is the responsibility of the Partner to check the following points:

- Are the technical documents and the resulting quality requirements unambiguous, clear and complete?
- Can the required components be manufactured on the available machines or systems?
- Can the specified delivery date can be met?

The partner then is required to send an order confirmation to [einkauf@moeninghoff.de](mailto:einkauf@moeninghoff.de)

The relevant contact persons at Mönninghoff should be notified within 5 working days if there are any uncertainties or deviations from the specifications, also with respect to the achievable order quantity. Where appropriate, written approval must be obtained from them.

### **3.2 Initial sample inspections**

If required in the order, the Partner must produce at least 5 parts of the affected products as initial samples for Mönninghoff when a product is manufactured for the first time or after a change in specifications. These samples must be marked and sent to Mönninghoff, including a corresponding dimensional report, the associated material certificates according to DIN EN 10204:2005-01 and other special test reports, before serial production is released and approved in writing by the quality department after inspection.

The products used for initial sampling must have been manufactured completely under series conditions.

Cross-checking of the initial samples is done by Mönninghoff Quality Assurance and the corresponding written approval. This approval allows series production of this article to be started when the order / blanket order is placed.

### **3.3 Incoming goods inspection**

The Partner shall, among other things, check the materials used for required properties (e.g., alloy) within the scope of the obligation for inspecting the incoming goods in order to ensure the correct execution of the ordered products.

Tests that have already been carried out by the material manufacturer for this purpose can supplement own tests, but must be documented with a corresponding certificate (e.g., a 3.1 acceptance test certificate according to DIN EN 10204:2005-01).

### **3.4 Labelling and traceability**

The Partner must ensure systematically that throughout all stages of the material flow up to delivery

- Mönninghoff products are clearly marked as such,
- the production status is recognizable and
- allocation to and traceability of the production documents is possible.

### **3.5 Defective products**

In order to identify and avoid faults, the Partner undertakes to maintain a system for handling defective products. This includes:

- Identification and separation of defective materials and products
- Notification of faulty materials / products provided to Mönninghoff
- Blocking and clarification of the further procedure with Mönninghoff
- Introduction and implementation of corrective and preventive measures for the further and future production of this product group

### **3.6 Rework, deviations and special approvals**

If it is apparent to the Partner that reworking will not result in any deviation from the requirements in the technical documents or any impairment of the product, the Partner can plan, carry out and check this on its own responsibility.

If this cannot be estimated by the Partner or if an impairment cannot be excluded, a special written approval must be obtained from Mönninghoff. A copy of the special approval shall be enclosed with the delivery and noted in the delivery documentation.

Products that are subject to reworking by the Partner must be subjected to a renewed inspection in accordance with the specified quality inspection procedure before dispatching to Mönninghoff. The reworked feature must also be subjected to testing.

### 3.7 Handling, preservation and packaging

All components are to be delivered free of dust and chips. The Partner shall take appropriate measures with respect to handling and packaging (if not provided) to ensure that any damage, contamination, corrosion or impairment of the products through transport or weather influences is excluded.

In consultation with Mönninghoff, the use of return packaging can be installed.

### 3.8 Delivery and documentation

The following documents must be enclosed so that Mönninghoff is able to clearly assign the delivery and order on receipt of the goods:

- Delivery note with the following minimum information:
  - Delivery note number (or other marking)
  - Delivery date
  - Mönninghoff order number
  - Mönninghoff article or drawing number
  - Article description
  - Quantity dispatched including information on complete/partial delivery
  - Assignment number of the Partner (such as internal order, order confirmation number, ...)
- Copy of the special approval, if such approval was granted
- Required test reports and certificates, if sending by email is not possible

We would like to ask you to send us the following additional documents, preferably by email to [dokumentation@moeninghoff.de](mailto:dokumentation@moeninghoff.de):

- Inspection and works test certificates, if required
- Requested test reports, protocols
- Initial sample test reports

If delivery documents are missing, incoming goods inspection and no processing of the delivery cannot be done.

### 3.9 Test certificates, records and reports

If agreed in writing, an acceptance test certificate 3.1 according to DIN EN 10204:2005-01 must be sent with each delivery. This must show that the quality of the primary material of the delivered products meets the agreed specifications.

The details on the certificate must make a clear reference to the delivery and the delivered production batches and should preferably be sent to Mönninghoff by email.

Special features and necessary information are specified by Mönninghoff and must be certified in a certificate or protocol as required in the order details.

## 4 Processes at Mönninghoff

### 4.1 Incoming goods

The Mönninghoff Quality Control checks the condition of the delivery, the article and the quantity against the delivery note.

Protocols and certificates that are supplied go to quality assurance. In the case of directly identifiable damage, information and pictures are sent to Quality Control and Purchasing for further clarification with the Partner.

In the event of obviously damaged delivery, Mönninghoff reserves the right to refuse acceptance or to return the delivery immediately.

#### **4.2 Incoming goods inspection**

A documented incoming goods inspection of all drawing items as well as all external processing is made according to the specifications and including the Partner's supplied documents.

#### **4.3 Complaints about defective products**

If ordered products are delivered without approval despite deviating characteristics or if the delivery arrives damaged, the Partner will be notified accordingly.

Damaged deliveries as well as deviations from given specifications that become apparent during incoming goods inspection, are transmitted to the Partner with a quality report (QR XXX-YEAR).

In addition to a description of the nonconformity identified, this also lists any internal Mönninghoff measures that may already have been initiated and indicates any costs that can be expected or have already been incurred.

Mönninghoff reserves the right to charge the Partner for any reworking and testing costs incurred as well as administrative costs.

Depending on the fault and its possible cause, the Partner is required to submit a statement which, in addition to the cause of the fault, must also contain the future measures to avoid faults. This may be done in the form of an 4D or 8D report, depending on the severity.

Mönninghoff must be informed immediately if the Partner recognises that further deliveries may be affected by this fault.

If the nonconforming components have been returned to the Partner with a quality report and return delivery note for reworking or new production, he must ensure that they are replaced as quickly as possible and inform his contact persons in the Purchasing and Quality Control departments on scheduling.

### **5 Concluding provisions**

#### **5.1 Confidentiality**

All commercial and operational information not in the public domain and not intended for disclosure to third parties that becomes known on the basis of this agreement, shall be treated confidentially and as a trade secret by both parties.

Any transfer of information and technical documentation is generally prohibited. In justified cases, Mönninghoff's prior written consent may be required for the transfer of such data. This also applies to the time after termination of this agreement.



## 5.2 Duration

This Agreement is concluded for an indefinite period. Notice of termination must be given in writing and shall take effect 3 months after receipt thereof.

## 5.3 Signatures

We hereby agree to this Quality Assurance Agreement:

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Partner

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Place, date

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Commercial

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Quality Assurance

**Maschinenfabrik Mönninghoff GmbH & Co. KG**

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Place, date

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i. V. Tobias Grabowski  
Head of Quality Control