FO 7.4 003 Quality Assurance Agreement (QAA)

Quality Assurance Agreement

Issue: 08/2021

between

the **Purchaser**:			the **Contractor**:	
Company:	Deharde GmbH		Company:	
Street / No.:	Am Hafen 14a	and	Street / No.:	
Post code / town:	26316 Varel		Post code / town:	
Country:	Germany		Country:	

Inhalt

1 Objective

The company Deharde GmbH (hereinafter referred to as the client) has a high level of quality in all its services, therefore it is imperative that the selected suppliers meet the high quality standards of Deharde. In this respect, it is our aim to establish a long-term, confidential customer-supplier relationship and we strive to maintain and further develop this continuously. To this end, Deharde requires a high degree of transparency in the supply chain.

In order to avoid scrap costs and to guarantee on-time delivery, it is necessary that the supplier has a qualified quality management system, preferably approved according to DIN EN ISO 9001, DIN EN 9100 and/or EASA Part 21G (POA), and that he pursues the process of continuous improvement as his goal.

This QAA clarifies the quality requirements of Deharde with regard to the quality management system of the contractor and is part of the contractual stipulations between the client and the contractor.

2 Framework Conditions

2.1 Scope of validity

This QAA shall apply to the entire range of services agreed with the Client. It refers to all products and/or services mentioned as part of the contract and provides the framework for dealing with all applicable documentation.

2.2 Prerequisites/General requirements

The contractor is responsible for the service provided and its quality. In order to guarantee the required requirements for the product/service, a quality management system according to DIN EN ISO 9001 or preferably DIN EN 9100 and/or EASA Part 21G (POA) approval is necessary.

2.3 Access rights and provision of information

For POA-relevant orders, the contractor is obliged to grant the client and the supervisory authorities (e.g. EASA, Luftfahrtbundesamt, etc.) access to the production, measuring and testing facilities, as well as product, storage facilities and relevant departments, depending on the scope of the order. Furthermore, the contractor undertakes a comprehensive duty to provide information and grants the client and the supervisory authorities access to the relevant production and quality documents that serve to maintain the supplier approval.

3 Requirements of the Quality Management System

3.1 Audits

The Contractor shall conduct internal product and process audits at regular intervals to ensure compliance with the product and process-relevant specifications. The results can be viewed by the client on request on site at the contractor's premises.

The contractor assures the client the right to audit the contractor's quality management system within the framework of the annual supplier evaluation, but also due to special incidents.
Special incidents can be, among other things, deviations in the product, changes in procedures and processes/process deviations, complaints or similar.

Furthermore, the contractor is obliged to implement the requirements of this QAA (also their subcontractors) and, in the case of subcontracting, to audit the supplier and, upon request, the client can inspect the audit result at the contractor's premises.

Subcontracting of suppliers requires always approval prior from the client (SCQ and Head of Procurement).

If the Client commissions the Contractor to carry out "special processes", the Contractor must provide the Client with corresponding evidence of qualification. Insofar as this applies, the corresponding supplier-specific appendix under Chapter 10 of this QAA must be observed.

Definition of special process:
These processes are manufacturing processes or the provision of services on the product where the result cannot be verified by subsequent monitoring or measurements. Defects can only be detected after the product has been used or the service has been provided.

3.2 Non Conformity Managament

The Contractor is obliged (if not existing) to establish and maintain a Non conformity management system by which a 100% traceability of all occurring deviations to the contractually agreed products, processes and services is guaranteed.

The aim of the established Non conformity management system is to promote the achievement of a zero-failure principle and to represent an integral part of the continuous improvement process.

The Client shall be enabled by the Contractor to inspect the non conformity management system in accordance with Chapter 2.3, insofar as it concerns a deviation with regard to the contractually agreed products, processes and/or services.

3.3 Ensuring Traceability

In order to ensure traceability with regard to the contractually agreed products, processes and/or services, the contractor commits to record all determined measurement data and/or test results in documented form and to archive them in accordance with the requirements of the client (see chapter 5 Documentation) in accordance with EN 9130 and/or A1001.0.

The contractor must have a system that enables the seamless traceability of batches and/or production lots. The permanent identification of the products by means of markings on the containers and/or products is required.

The contractor is responsible for ensuring that all documentation associated with the product can be assigned and that there are no mix-ups/interchanges.

Separate agreements on traceability may be made between the Client and the Contractor. In the event of such an agreement, the supplier-specific annexes under Chapter 10 must be observed.

3.4 Significant changes

Changes must generally be notified. The following table shows when changes are subject to notification and when changes are subject to approval. These changes must be notified to us (Deharde contact person in chapter 11 of this QAA) in writing as soon as they become known.

This notification of change must contain at least the following information:

- Type of the planned change incl. a detailed description
- Reason for the planned change
- Description of possible impact regarding our orders
- Target date of the planned change
- Risk assessment.

You are allowed to continue with changes that are subject to notification, but we reserve the right to partially or completely withdraw your status as a qualified supplier in the event of significant deviations. This applies until any improvement measures/actions have been completed and accepted by us.

In order to assign a POA project (in this case the notifications of change requiring approval), the planned measures must still be evaluated and approved by the aviation authority (in this case the LBA). In the POA environment, you may only put the changes into effect once you have received approval for them from us (and we in turn from the LBA, if required).

Changes subject to notification	Further Information	Changes subject to approval	Further Information
Organisational changes	These are, for example, changes in the form or organisation of the company, business processes, operating sites, locations etc.	Changes in manufacturing, measuring and/or testing procedures	Changes are reviewed by us to determine whether there are reasons for re-qualification. In addition, FAI or partial FAI must then be carried out.
Personnel changes	These are, for example, changes to your company's key personnel and our contact persons at your company	Planned subcontracting of work	
Capacitive changes	These are, for example, all changes that have an impact on your ability to deliver.		
System-relevant changes	These are, for example, changes in your ERP system or the main tools that could have an impact on our commissioning.		
Procedural changes	These are all changes that have not yet been displayed in the organisational changes.		
Infrastructural changes	All changes that were not indicated in the organisational changes. These can be: Relocation of machines within a hall or relocation within the factory premises. Attention: If necessary, an FAI/Partial-FAI is due!		
Changes to the QMS	These are, for example, changes to the QM/QA processes, changes to approvals or non-achievement of certifications.		
Changes to the product	These are e.g. changes, e.g. in the article designation, article number, specifications, etc.		

4 Quality Assurance

4.1 Measuring and test equipment monitoring

The Client requires that the Contractor has a system for monitoring measuring and testing equipment in which traceability is ensured for all products, processes and/or services agreed in the contract. In addition, the contractor shall be responsible for ensuring that only measuring and testing equipment suitable for the product is used.

The measuring and test equipment must be calibrated against traceable national or international measurement standards or be verifiably calibrated by DAkks-accredited calibration laboratories.

4.2 First Article Inspection (FAI)

A First Article inspection must be carried out in accordance with DIN EN 9102 and submitted to the client for written approval. A procedure deviating from DIN EN 9102 requires the prior approval of the client.

The contractor is only permitted to carry out series production after the client has approved the first article report.

In exceptional cases, separate agreements may be made between the Client and the Contractor in this regard.

In the case of a partial first article inspection, only the features affected by changes shall be re-sampled and submitted to the contractor for written approval.

4.3 Ensuring product and process quality

The contractor must check within a reasonable period after receipt of the products and/or materials whether they correspond to the quantity and type to be processed. If there is any externally recognizable transport damage, externally recognizable damage, such as scratches, notches, dents, as well as corrosion findings and whether all the required applicable documentation is enclosed with the product and/or the material.

Defective deliveries are to be blocked by the contractor and the client is to be informed immediately. The Client shall specify the further procedure for the blocked products to the Contractor.

The Contractor is obliged to plan the production process and quality assurance on its own responsibility in such a way that comprehensive quality monitoring and quality control are guaranteed and that all quality and safety requirements placed on the product by the Client are met.

If the Client require a separate scope of testing and documentation, this will be agreed with the Contractor in advance.

The technical customer requirements (e.g. 80-T's..., etc.), contract documents, commercial requirements and official requirements (e.g. REACh) are made available to the contractor via SharePoint (e-procurement tool). The contractor is obliged to implement the documents provided to him in his QM system.

The contractor shall ensure by means of an ongoing change control service that only the current specification documents are applied (see chapter 5)

The production-relevant documents must be traceable to the contractor at all times, they remain with the contractor, also for the duration of the archiving. We reserve the right to inspect these documents at any time. This access also applies to the authorities.

4.4 Deviations

The Contractor to the Client in writing shall notify any deviations with regard to the contractually agreed products, processes and/or services.

The evaluation and risk assessment is the responsibility of the client and is usually determined in cooperation with the contractor.

In the event of proven fault on the part of the Contractor in the event of deviations, the Client may claim costs incurred as a result from the Contractor. The Contractor in the form of a quality report must notify all corrective and preventive actions to the Client in writing. In the event of repeated errors or in the case of a correspondingly high order volume, the Client may request a statement in the form of an 8D report.

We point out that in the event of deviations from the definition dossier, the parts must be blocked and further use is not permitted until the client has made a decision.

5 Documentation

The contractor commits himself to keep all documentation according to the specifications of the client. If no specifications are made, DIN EN 9130 must be followed.

The contractor shall grant the client and, if necessary, the authorities access to this documentation within 48 hours upon request. The documents include the inspection plans, QM plans, production control plans, records and documents for first article inspection reports, acceptance test certificates and process releases.

Before any planned elimination of documentation, the client must obtain approval.

Should a sale, insolvency, closure or the like be imminent, the Customer shall be informed immediately and all relevant records of the ordered components involved shall be handed over to the Customer.

Inspection records from current production are to be enclosed within the series deliveries documentation, depending on the agreement. The client may request separate measurement records within the order.

The contractor agrees to use all necessary definition dossiers as well as customer-specific requirements for the production. (This includes drawings, order documentation, customer specifications and/or standards). If the necessary definition dossiers / customer-specific requirements are not available to the contractor, he is obliged to request them from the client. For copyright reasons, standards must be obtained by the contractor (e.g. Beuth-Verlag).

6 Handling/Storage/Packaging/Preservation

The contractor shall establish an in- house procedure to exclude the influence and/or endangerment of the product quality due to damage, contamination and corrosion during in-house transport and storage for contractually agreed products.

Upon delivery by the contractor to the client, safe transport must be ensured by using suitable and labelled (see chapter 3.3 Ensuring traceability) packaging.

It must be ensured that the use of packaging material, which could have a negative influence on the corrosion behavior (e.g. birch wood, silicone, etc.), is excluded.

Direct contact between cadmium-plated components and titanium components must be avoided.

In special cases, the client may specify packaging requirements and separate preservation procedures. In this case, the supplier-specific appendices under chapter 10 must be followed.

7 Complaints

Deviations detected by the Client may be reported to the Contractor within two weeks after receipt of the goods. In the event of a complaint, the contractor is obliged to send the client a quality report without delay.

In the event of repeated errors or a correspondingly high order volume, a statement in the form of an 8D report may be requested from the client. The Client reserves the right to block the invoice relating to the product/service complained about until proven completion of the complaint procedure.

8 Validity period

This one replaces already existing quality assurance agreements of the client.

This Quality Assurance Agreement shall be agreed upon signature by both contracting parties and may be terminated in writing with one month's notice to the end of a calendar quarter. It shall apply to all deliveries of contractual items ordered during the period of validity of this QAA.

9 Non disclosure

The contractual partner shall maintain the confidentiality of the work-related and not publicly accessible information. This information may only be passed on to employees of the company insofar as they need it to fulfil the objective of the contract. The disclosure to third parties not involved in the realization of the order is subject to the prior express written consent of the Client.

This shall also apply beyond the termination of the contract. The contracting parties undertake to treat as business secrets all commercial or technical details which are not in the public domain and which become known to them through the business relationship.

A non-disclosure agreement shall be signed between the contracting parties prior to commissioning.

10 Supplier specific appendices

☐ FO 7.4 042 Annex to QAA: Required accompanying documents for deliveries to Deharde (Aerospace)
☐ AA 7.4 011 General packaging and transportation requirements

☐ Material supplier

☐ Purchased and standard part

☐ Services

☐ Special Processes Aerospace (Corresponding evidence must be enclosed with the QAA)

- ☐ Surface protection
- ☐ Nondestructive testing
- ☐ Destructive testing
- ☐ Welding process
- ☐ Heat treatment

☐ Other: _____

Generell appendices

☐ **No further appendices**

☐ _____

11 Declaration of consent

The persons named here are the focal points for both parties in all quality-related matters.:

	Client	Contractor
Company	Deharde GmbH	
Street	Am Hafen 14a	
Post Code	26316	
Town	Varel	
Position	Quality Manager / Supply Chain Quality Management	
Date		
Signature		