Quality assurance agreement
Business Unit Logistics Vehicles

between

Rheinmetall MAN Military Vehicles GesmbH
Brunnerstraße 44-50
1230 Wien

– hereinafter referred to as "RMMVÖ" –

and

>SUPPLIER<
in …..
also on behalf of the subsidiaries in which the SUPPLIER has a majority stake, whether directly or indirectly.
>List (as an annex) or addresses of companies<
– hereinafter referred to as "SUPPLIER" –

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1 OBJECTIVE AND SCOPE OF THE AGREEMENT

It is the objective of this agreement to reach a joint agreement and definition between RMMV and the SUPPLIER regarding basic activities, measures and rules to ensure quality in order to build and extend a cooperative business relationship.

This agreement is part of the business relationships between the SUPPLIER and RMMV as well as their subsidiaries, and it shall be binding on them. The purpose of the agreement is any business relationship between RMMV and the SUPPLIER.

The detailed scope of application has been agreed separately between RMMV and the SUPPLIER.

2 MANAGEMENT SYSTEM, QUALIFICATIONS AND AUDITS

The SUPPLIER undertakes to maintain a certified management system at least according to ISO 9001. (The scope of the certified management system must include all of the SUPPLIER´s production sites that deliver products to RMMV). If the SUPPLIER does not maintain such a certified management system, the SUPPLIER shall establish, maintain and secure a process chain for the development and production of the ordered products which is modelled on ISO 9001. If necessary, after consultation with the SUPPLIER, RMMV shall satisfy itself by way of a systems audit that the management system conforms with the ISO standard. Any costs incurred shall be borne by the SUPPLIER. The SUPPLIER shall inform RMMV regarding any loss of certification unprompted.

As proof, the SUPPLIER shall send copies of the available certificates, as amended from time to time, to RMMV unprompted and in electronic form and keep these up to date. Following a product request on the part of RMMV, the SUPPLIER shall carry out a feasibility study. The SUPPLIER shall verify whether the production documents supplied by RMMV (drawings, specifications, technical documentation, etc.) are up to date, by comparing these with the products requested or ordered. If the respective indices do not match, the SUPPLIER shall request the up-to-date documents from RMMV. In particular, the SUPPLIER shall be obliged to pay attention to the qualifications relevant to the production of the requested products. The appropriate qualifications or procedure tests must be present before the start of production. If the SUPPLIER takes up production without being in possession of complete approvals and qualifications, the SUPPLIER shall bear all costs incurred by RMMV in the event of having to remedy any defects.

Regardless of the above, RMMV reserves the right, upon prior notice and coordination, to carry out audits or joint supplier talks and on-site process inspections at the SUPPLIER and its sub-contractor either by itself or with the customer of RMMV.

The SUPPLIER shall place its sub-suppliers under the obligation to also maintain a management system at least according to ISO 9001. If the sub-supplier does not maintain such a management system, the SUPPLIER undertakes to check his sub-supplier's system for compliance with the minimum requirements according to this quality assurance agreement. In the case of sub-suppliers of parts that are safety-related, the system must be checked for compliance with standards.

Upon request by RMMV, the SUPPLIER shall provide proof that he has satisfied himself that the management systems are effective and that they have been met by its sub-suppliers.

The SUPPLIER shall grant RMMV and, where necessary, its customers access to all premises, test centres, warehouses and adjoining areas, as well as the right to inspect quality-related

documents. The SUPPLIER shall ensure that RMMV and its representatives/customer also have full access to the SUPPLIER's sub-suppliers.

Detailed agreements shall be entered into separately between RMMV and the SUPPLIER.

2.1 DIN 2303

If SUPPLIER delivers welded components, he shall undertake to introduce and use the specifications and processes defined in DIN ISO 2303, as well as provide the necessary proof of this.

2.2 Environmental requirements

The environmental compatibility of our products is one of our most important business concerns. Environmental compatibility, recycling capability as well as disposal capacity shall be incorporated into the development and offer phase as well as into any technical and economic decisions. It is our goal to work in close cooperation with our SUPPLIERs from the very start to prevent environmental risks and find joint solutions that will go beyond compliance with existing statutory provisions. It is recommended to continually and efficiently improve the environmental situation following international environmental management standards such as DIN EN ISO 14001.

Detailed agreements shall be entered into separately between RMMV and the SUPPLIER.

3 QUALITY PLANNING AND ASSURANCE

The SUPPLIER shall ensure that measures and processes are introduced and implemented in order to plan advance measures to ensure product quality and in order to ensure product quality when products are realised. First articles shall be submitted according to corresponding specifications.

3.1 Quality planning (only if required from RMMV)

The SUPPLIER shall take note of measures according to the provisions of AQAP 2009 guideline (2110, 2120, 2130 and 2131, NATO Quality Assurance Requirements, according to the most recent version) to ensure that the service provided is carried out properly according to contract. All requirements of this contract can be subject to a quality inspection. The SUPPLIER shall be informed in a timely manner regarding any quality inspection measure that shall be carried out. The SUPPLIER shall also, within his means, collaborate on-site. The SUPPLIER is responsible for ensuring that sub-suppliers are also obligated to implement these measures.

3.2 Development tasks, planning and approval

If the order to the SUPPLIER includes development tasks, the requirements (e.g. verification activities) shall be defined by the contract partner in writing in the form of a requirements specification. The SUPPLIER shall undertake to use project management starting with the planning phase for products, processes and other cross-functional tasks. The documentation for this shall be done in formats in line with the industry standard. The SUPPLIER shall undertake to create a quality management plan for each order with development tasks.
In the course of the contract review, the SUPPLIER shall check all technical documentation for feasibility such as specifications, drawings, parts lists, CAD data, CE marking obligation and standards upon receipt. The SUPPLIER shall use preventative methods of quality planning in this regard. The required methods may include:
- Feasibility study

- Reliability studies
- Risk analysis
- FMEA

The SUPPLIER shall inform RMMV in a timely manner regarding any improvement opportunities discovered. If additional information is required for this (e.g. interfaces, application scenarios), the SUPPLIER shall also inform RMMV about this in a timely manner.
Statutory requirements (EC declaration of conformity, etc.), required norms and standards shall be procured and observed by the SUPPLIER. The latest edition/version shall apply unless otherwise stated. If the statutory limits of the functional safety and/or operating conditions of the product change in the run-up stage, RMMV shall immediately inform the SUPPLIER.
Experience (process flows, process data, feasibility studies, etc.) from previous and/or similar projects shall be taken into account by the SUPPLIER.

3.3 Safety-critical components

Safety-critical components shall be identified as such by reference in the request, order or drawing documents and in principle, shall comprise at least the braking system, steering, chassis & suspension. The SUPPLIER shall ensure that assigned requirements, processes and standards are complied with.

4 QUALITY TARGETS

The SUPPLIER shall introduce measures for continuous improvement and implement them.

Unless otherwise agreed, the following target associations apply to the SUPPLIER

Rated as A-supplier	0 to 1000ppm
Rated as B- supplier	>1000ppm to 5000ppm
Rated as C- supplier	>5000ppm

If the agreed targets are not complied with, the SUPPLIER shall, at his own expense, quickly initiate effective measures for improvement and keep RMMV regularly informed of the progress.

In the event that SUPPLIER is contacted in writing in the course of the annual supplier evaluation, the SUPPLIER is requested to provide written measures to archive the targets within a reasonable period of time.

If in the case of ongoing series deliveries, despite the measures for improvement, the original upper limits are not reached, an “independent third party” shall be brought in after consultation with the SUPPLIER and at his expense in order to achieve the quality targets.

4.1 First articles

For the first article (designation of the component(s)), the SUPPLIER shall coordinate the manufacturing, inspection and supply conditions with RMMV and document them. First articles shall be manufactured under series conditions with series equipment.
The SUPPLIER shall undertake to implement measures in accordance with the provisions of the initial sample supplier guide BU LOG. Further details can be viewed on the Rheinmetall Defence website at the following link:

https://rheinmetall-defence.com/media/editor_media/rm_defence/pdfs/divisions/RMMV_Oesterreich_Lieferantenleitfaden_Erstmusterpruefung.pdf

The approval does not release the SUPPLIER from his liability for defects or warranties provided.

If the SUPPLIER recognises that the agreements concluded cannot be complied with, RMMV shall be informed of this immediately. In the case of specification deviations, RMMV shall decide how to proceed further.

4.2 Process approval production

The approval for series delivery takes place after a process approval. This comprises the standard production process including production and inspection equipment as well as inspection steps. If orders or deliveries take place for the series despite a lack of the process approval, then the SUPPLIER must first obtain a special approval from RMMV. Along with the identification of the affected product, this must also include: the affected quality criteria (target/actual), duration of the special approval (days or item), measure plan and schedule plan for the cause and risk analysis and correction of the process defect.

4.3 Monitoring of production methods

The SUPPLIER shall ensure that production is monitored using suitable methods and all characteristics (e.g. customer-relevant characteristics, drawing, etc.) comply with the relevant agreements. Upon request, the SUPPLIER must provide proof to RMMV of the product conformity of the characteristics and properties agreed upon for the parts being delivered.
In the case of process disruptions and quality deviations the SUPPLIER shall analyse the causes, initiate appropriate corrective measures, review their effectiveness and document this approach based. The proof of product conformity shall take place according to a document matrix (fig.: 1).

4.4 Delivery and incoming goods inspection

The SUPPLIER shall deliver the products in suitable means of transport to prevent damage and quality degradations (e.g. contamination, corrosion, chemical reactions).
The SUPPLIER shall undertake to align his quality management system and quality assurance measures towards error-free products.

4.5 Periodic re-qualification

The SUPPLIER shall undertake to check whether or not his deliveries correspond to the

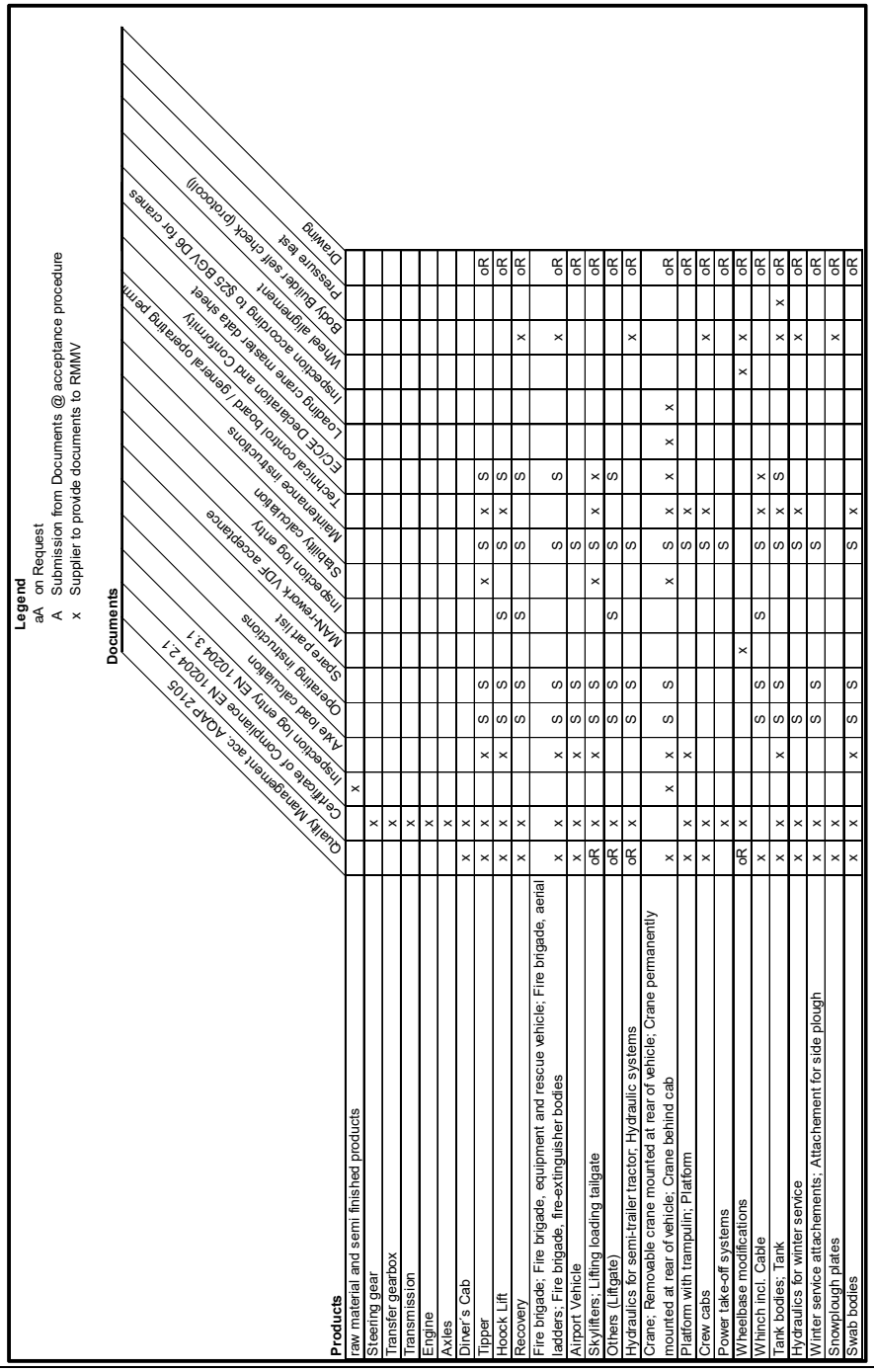

Figure 1: Document matrix

specifications and contract requirements (including dimensions, material, reliability, statutory requirements, environment) and notify RMMV of the test results. Any deviation from this obligation must be agreed upon in writing between the SUPPLIER and RMMV.

4.6 Re-qualification after production interruption

The SUPPLIER shall undertake to re-qualify the production and products regarding compliance with the required specifications and keep corresponding records when there are production interruptions longer than 12 months before resuming deliveries. Any deviation from this obligation must be agreed upon in writing between the SUPPLIER and RMMV.

4.7 Semi-finished products

When delivering semi-finished products, standards and requirements are noted in the order documentation and/or drawings. The SUPPLIER shall check the drawing information and when there are deviations or non-compliance, shall inform RMMV in writing before accepting the order.

The SUPPLIER agrees to apply a colour coding on the semi-finished products. The colour coding must be clarified with RMMVÖ prior to shipment and applies to a material thickness greater than or equal 3mm.

5 COMMUNICATION AND ESCALATION

As a general rule, the SUPPLIER shall communicate via the assigned and agreed channels and contacts. Any binding communications shall be made in writing. Telephone calls and meetings shall be documented by way of written minutes if binding content, measures, agreements or understanding have been reached.

Any escalations shall be made to the next higher level of the hierarchy, respectively.

Detailed agreements shall be entered into separately between RMMV and the SUPPLIER.

6 INFORMATION AND DOCUMENTATION OBLIGATIONS

The following procedure shall be deemed agreed between RMMV and the SUPPLIER:

- Any changes to contractually specified content shall always be made in writing (change of contract) between the SUPPLIER and RMMV.
- Deviations from the contract must be approved in writing by means of a special approval by representatives of RMMV (development and quality management) and possibly their customers.

If the SUPPLIER introduces changes without the approval of RMMV, which lead to a deviation or impairment of the original features, then the SUPPLIER shall fully bear the internal and external costs resulting from this.

6.1 Archiving requirements for documents and drawing

The archiving duration of all contract- and product-relevant documents and drawings is at least 15 years, starting with the last delivery from series production.

The SUPPLIERs shall archive and dispose of the documents and records in a way that ensures that they are not accessible to any third parties within the meaning of data protection provisions. Unless otherwise specified, documents shall be written in GERMAN or ENGLISH.

Detailed agreements shall be entered into separately between RMMV and the SUPPLIER.

6.2 Marking & traceability

The SUPPLIER shall undertake to mark products, parts and packaging (if required, according to RMMV guidelines). Traceability must be ensured so that affected parts can be identified.
The SUPPLIER shall undertake to ensure the FIFO principle and traceability of the products delivered by him.

6.3 Serial number requirement

There is a serial number requirement for the delivery scopes and this must be applied with the manufacturer identification (NATO code if available, otherwise abbreviation) like it is on the drawing. The SUPPLIER is responsible for the unique assignment of serial numbers as per RMMV specifications. The SUPPLIER shall note the corresponding serial numbers on the respective delivery documents for deliveries.

If a defect is found, the identification and limitation of the defective parts/products/batches and production data must be ensured within two business days.

6.4 REACH regulation

The REACh Regulation EG 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals is intended to protect human health and the environment against the potential hazards posed by chemicals.

The supplier is responsible for ensuring that all substances and / or preparations which he supplies to RMMV and which require registration are registered in accordance with the Regulation.

The supplier of a substance or a preparation shall provide RMMV with a safety data sheet compiled in accordance with Article 31 of the REACh Regulation.

According to Article 33 of the REACh Regulation, any supplier of an article containing SVHC (substances of very high concern) in a concentration above 0,1 % weight by weight (w/w) is obliged to provide the recipient (RMMV) of the article with sufficient information, available to him, to allow safe use of the article (but as a minimum, the name of that substance).

6.5 Notification of change

The SUPPLIER is required before
- changes to the product or packaging
- changes to essential production procedures, equipment, processes and materials (includes sub-SUPPLIERs)
- switching from essential sub-SUPPLIERs
- relocation or construction of production locations (e.g. proof ensuring delivery capability)

- relocation or construction of production equipment at the location
- deviations of specified criteria (e.g. drawing requirements, quality requirements)

to receive the written approval of RMMV and provide the agreed upon quality certification within this context. Deviations from the requirements provided by RMMV shall be applied for in writing before delivery via a special approval/deviation approval. If the deviation is approved by RMMV in writing, then a copy of the special approval/deviation approval signed by both sides shall be included in the delivery.
The first delivery after series approval as well as after an above-named change measure shall be indicated in the delivery documents/transport label for each delivery address.

7 COMPLAINTS AND PROBLEM SOLVING

7.1 General

The basic rules for warranty processing are regulated in the currently valid version of the purchasing conditions or contract documents. The SUPPLIER guarantees that the respective delivery items and services are free of defects. The legal regulations and case law also apply to material defects.

In the case of process disruptions and quality deviations the SUPPLIER shall, without being prompted, analyse the causes, initiate corrective measures, review their effectiveness and document this approach.

If RMMV notifies the SUPPLIER of any defects, he shall immediately perform a defect analysis which shall be supported by RMMV within reasonable limits, where necessary.

In the event of a deviation from the contractually-agreed specification or a construction defect of an already approved product, complaints processing shall always be according to the 8D system with the deadlines described in section 7.3.

RMMV reserves the right to review the effectiveness of the measures, if necessary to demand further measures and to issue a final confirmation at the end of the process.

If it is proven that the fault was caused by the SUPPLIER, RMMV shall invoice any expenses thereby incurred by RMMV after consultation with the SUPPLIER.

In order to minimize damage, RMMVÖ reserves the right to carry out rework immediately in case of time critical defects(e.g. potential cycle failure within 45 minutes, delay in delivery within 2 working days) and to invoice the supplier for the retrofitting costs.

Any recourse to sub-suppliers, which is prescribed by RMMV or negotiated by RMMV as part of a contract between RMMV and such sub-suppliers does not release the SUPPLIER from the responsibility to notify RMMV without delay of any obvious defects of any products supplied or made available by the sub-suppliers or RMMV. Any complaints shall therefore be made by the SUPPLIER, without delay, directly vis-à-vis the sub-supplier. Upon request, the SUPPLIER shall inform RMMV about the current status of the complaint processing procedure.

If the SUPPLIER detects any defects in a product supplied by RMMV, he shall immediately agree with RMMV the measures to be taken.

7.2 Lump-sum fee

The SUPPLIER will be charged a lump-sum fee of EUR 200 net for each complaint. This lump sum covers internal administrative expenses of RMMV and will be added up. Further demands thereof remain unaffected.

7.3 8D process

The SUPPLIER shall ensure the following maximum time periods and procedures for complaint and problem resolutions as per the 8D process, incl. documentation of phases (team composition, problem description, immediate measures, cause analysis, planning of corrective measures, implementation of corrective measures/effectiveness review, implementing preventative measures, conclusion):

- Immediate measures are defined, implemented and communicated within **2 business days**
- Cause analyses are defined, implemented and communicated within **5 business days**.
- Conclusion of 8D process and application for acceptance for and from RMMV within **20 business days**

Deadline extension shall be applied for in advance and approved by RMMV.

7.4 Rework

When an error occurs that needs rework, the SUPPLIER shall undertake to deliver a replacement product to the installation site within 24 hours and/or perform an error correction within this deadline. In certain circumstances, an alternative time frame can be found if the situation deals with a complex problem. In this case, RMMV will decide whether or not to extend the deadline and how long it will last. If no immediate agreement can be reached between the SUPPLIER and RMMV regarding the extended deadline, a deadline of 24 hours will apply with no restrictions.

If a rework and/or forwarding of a replacement part does not seem possible for the SUPPLIER within this deadline, he is required to inform RMMV of this immediately unprompted. In this case, a rework by RMMV or a third part may be carried out if necessary and the resulting costs/effort will be charged to the SUPPLIER. In addition, RMMV reserves the right to initiate additional legal and compensation claims against the SUPPLIER for non-compliance with the rework deadline. If the SUPPLIER does not deliver within the above deadline or within the deadline extended by RMMV, the rework will be performed by RMMV, a third party will be commissioned or components will be purchased from another manufacturer as necessary. In this case, the resulting costs will be fully charged to the SUPPLIER and RMMV reserves its right to additional legal action.

If the non-compliance with the rework deadline should lead to follow-up costs or schedule deviations for RMMV and its products, all costs and claims from third parties resulting from this will be passed on to the SUPPLIER.

8 CONTRACTUAL TERM AND TERMINATION

This agreement shall be valid for an indefinite period of time. It may be terminated in writing by giving six months' notice to expire at the end of the year.

9 FINAL PROVISIONS

Any amendments and additions to this agreement shall be made in writing in order to have legal effect.

Should any of the provisions of this agreement be wholly or partially invalid, the validity of the remaining provisions shall not be affected; in this case the parties shall agree an effective provision which most closely resembles the economic purpose of the ineffective provision. The same shall apply for any gaps.

If no other choice of law has been made (e.g. in higher-ranking contract documents), the following applies: Austrian law is applicable to this agreement excluding the UN sales law. The place of jurisdiction regarding this agreement shall be Vienna, Austria.

Enter the location here, ……	Enter the location here, ……
……	……
Signature	Signature
RMMVÖ - Company stamp	**SUPPLIER - Company stamp**