

Technical Terms and Conditions of Delivery (TTC)

Object

These Technical Terms and Conditions of Delivery – hereinafter termed TTC – shall be binding for all our suppliers, who shall thus play their part in the realisation of our management system according to ISO 9001.

The following items shall be an integral part of the TTC.

1. General testing and acceptance conditions

These conditions regulate the collaboration between suppliers final testing department and our receiving department.

If the supplier does not receive any other testing instructions, the products shall in any case be checked for defects according to sampling test schedule pursuant to DIN 2859 simple testing, test level II, normal according to AQL 1.5.

1.1. Special testing regulations

If a quality agreement is on hand with the supplier, such agreement shall have first priority. The priority of the following documents shall apply also to suppliers with which we have not concluded a quality agreement, in the stated sequence:

1. Order text
2. Execution documents (e.g. drawings, standards specified)
3. Test instructions

If one of the documents should contradict another document, or in case of ambiguity, the supplier shall, before commencing with production, demand correction of the faulty document, i.e. the supplier shall ensure that all aspects are clear. Any materials supplied by us shall be examined by the supplier, if defects are found the supplier shall notify us in writing.

There are testing instructions applicable to one specific product only, and collective testing instructions applicable to a group of similar products. If and when necessary we will specify the testing criteria in our order, or we will enclose the execution documents (e.g. drawings) as an integral part of the order.

The dimensions and properties contained in the execution documents but not included in the testing instructions shall also be adhered to. We will periodically check these dimensions and properties by way of sampling; failure to meet these requirements may also constitute grounds for rejection. In the case of orders with execution documents (drawing etc.) the valid edition (if available: with modification index) will be enclosed.

The principle to be applied in this context is:

Agreement with the manufacturer on sampling tests does not oblige us to accept defective products that were not detected during testing. We shall be entitled – insofar as nothing different has been agreed on – to return such products at any time and to receive replacement free of any charge.

1.2. Sample testing

1.2.1. Provision of reference samples

In the case of products that are manufactured specially for us, the supplier shall on request provide us with the appropriate reference samples.

Such delivery of reference samples shall be accompanied by a test certificate. In addition, reference samples shall be supplied as a matter of course in the following cases:

- If new facilities and/or tools are used
- If tools have been modified or significantly revised
- If different production processes and materials are used
- Following change of manufacturer

The supplier shall, after consulting with us, also be entitled to send us reference samples for inspection in other cases, whereby such samples shall be designated "reference samples" on the delivery note.

1.2.2. Findings re. reference samples

Reference sample findings will be forwarded to the supplier in writing as quickly as possible. Such reference sample findings shall not reduce supplier's responsibility for the quality of subsequent deliveries.

1.2.3. Production release

Series production shall not commence until the reference samples have been released by us. Following such release, no modifications shall be effected without our prior written approval.

1.2.4. Number of reference samples

If the number of reference samples to be supplied is not specified, a quantity of samples appropriate to product and production process assessment shall be provided. In the case of multiple tools or multiple utility, reference samples shall be provided from all tool parts (e.g. cavities)

1.2.5. Certificates, expert opinions, reports

Test results shall be documented and enclosed with the delivery as arranged (test certification, test record). If such arrangement specifies the provision of test certificates, we will effect product assessment primarily on the basis of such documents. The supplied products may however also be tested by us.

All quality-related documents shall be kept for a period of at least 10 years by the supplier and shall be placed at our disposal if so requested.

1.3. Quantities, delivery unit and packing

Order quantities shall be binding. Shortfalls or excess deliveries require our prior consent. We reserve the right to prescribe type of packing and quantity per packing unit.

1.4. Storage/withdrawal regulations

If products must be stored according to specific regulations, or if their storage life is limited, the supplier shall as a matter of course provide us with the relevant regulations.

1.5. Procedure re. defective lots

If our receiving department should find defective products, our purchasing department will immediately notify the supplier accordingly, within the purport of notification of defects.

If reworking or sorting work should be necessary, such work shall if possible be carried out on supplier's premises. If replacement by the specified delivery date should not be ensured we reserve the right to take the necessary measures ourselves, after notifying the supplier and at supplier's expense.

Within the frame word of the applicable guarantee provisions, the supplier shall always be obliged to remedy the defects and to initiate corrective measures designed to prevent any repeat of the same defects. We shall at any time be entitled to inspect measures that have been agreed on, or that have been announced by the supplier.

If the supplier receives raw materials or semi-finished products from us for further processing, the supplier shall hold liability with regard to the costs of such goods if he should be responsible for the production of rejects.

2.1. Production and final inspections

The following special arrangements may be agreed on by the supplier and our company:

- a) Arrangement with the supplier (manufacturer) as to who carries out the inspection with a view to avoiding duplicate inspections
- b) The supplier undertakes to provide us with certificates of his production or final inspections (with the delivery lot) covering specific inspection features (e.g. test certification, test record)
- c) Arrangement with regard to supplier's receiving inspections for materials and individual parts used

2.2. Supplier's own productions facilities, tools and testing equipment

The suppliers shall maintain his facilities and tools in a manner ensuring perfect production results.

2.3. Production facilities, tools and testing equipment placed at supplier's disposal by our company

Any auxiliary equipment we may place at supplier's disposal shall remain our property unless otherwise agreed on. The equipment shall be checked for functional integrity after every use. Refurbishing work or tool modification may only be carried out with our written consent. Overhauling work will be conducted by us, unless the supplier is authorised by us, in writing, to carry out such work. Auxiliary equipment and tools placed at supplier's disposal shall upon request be returned immediately to us, free of any charge, whereby no reasons for such request need be stated. Such auxiliary equipment and tools shall not be used for third-party orders unless we have given our express written consent. The supplier expressly waives any right of retention.

2.4. Authorisation of corrections during reworking

The supplier shall be entitled to effect corrections (reworking) as long as the quality is not affected and the products comply with the technical documents. If conditions cannot be met in full, the supplier shall obtain correction authorisation from us before commencing with reworking.

2.5. Utilisation of rejects

If raw materials, individual parts or components are procured by us or by the supplier for our account, we shall be entitled to specify how the rejects (leftovers) are to be used. In all other cases such decisions will be taken by the manufacturer.

2.6. Subcontracting

Work for products manufactured according to our execution documents may only be passed on to subcontractors with our prior written consent.

2.7. System and/or product audits

If so required, the supplier shall be obliged to disclose to us the production and testing processes applied to the products to be supplied to our company. This shall apply in particular with regard to products which the supplier manufactures according to our execution documents and regulations.

Supplier's signature together with the statement of place and date shall serve as confirmation that the supplier has read these Technical Terms and Conditions of Delivery, and that he accept all the terms and conditions contained therein.

These TTC's are a translation of our original German-language "Technische Lieferbedingungen TLB". The German version shall be authoritative in case of disputes arising in this context.

Place:
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Date:
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Signature:
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