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WMH GROUP GERMANY
ALUMINIUM SOLUTIONS

SPECIAL TERMS

1. SCOPE OF VALIDITY

1.1

This agreement applies to all products/services to be delivered (hereinafter referred to as products), unless otherwise stated in the order text and which the supplier/service provider delivers on the basis of the orders that it receives and accepts from the customer.

1.2

The products must be in accordance with the agreed description (e.g. specifications, data sheets, drawings, etc.) and/or the agreed samples. The supplier will check immediately whether a description submitted by the customer is clearly incorrect, unclear, incomplete or clearly deviating from the sample (if available) respectively. If the supplier recognizes that this is the case, it will inform the customer immediately in writing.

2. QUALITY ASSURANCE

2.1

The supplier is to maintain a quality management system that at least meets the requirements of DIN EN ISO 9001; suppliers with a proven QM system in accordance with EN 9100 (AS 9100, ff.) will be given preferential treatment. If other requirements on the quality management system are stipulated for a special product, these are to be listed/verified separately. The supplier will manufacture and inspect the products in accordance with the rules of this quality management system. The supplier will ensure immediately that these requirements are compatible with its quality management system.

2.2

Any changes to manufacturing processes, materials, purchased parts, relocation of production sites, changes in processes or equipment for testing the products or other quality assurance measures must be approved by the customer. The supplier is to send a request to the customer in good time if it is planning a corresponding change.

2.3

The supplier will keep records of the implementation of the aforementioned quality assurance measures, in particular of measured values and test results, and store these records and any samples of the products in a clearly arranged system. The supplier will grant the customer - and where applicable the end customer - and regulatory authorities access to the necessary extent at every level of the supply chain and hand over copies of the records and any samples. All records are to be kept for an indefinite period of time and may only be destroyed with the written approval of the customer.

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2.4

The supplier undertakes to use statistical methods for the acceptance of products and associated instructions for acceptance by the organization.

2.5

The supplier shall prevent the use of parts of dubious origin, unauthorized parts and counterfeit parts.

2.6

The supplier shall ensure that all persons are aware of the following issues:

- Their contribution to product and service conformity
- Their contribution to product safety
- The importance of ethical behaviour

3. SUPPLIER PROOF AND INFORMATION OBLIGATIONS

3.1

The supplier will enable the customer at reasonable intervals to ensure that the quality assurance measures specified in Section 2 are being carried out. For this purpose, the supplier will grant the customer and where applicable also the end customer or authorities access to its business premises to a reasonable extent at any time and make a technically qualified employee available for support during such access.

3.2

The supplier is to inform the customer immediately if there is a subsequent risk of error (e.g. batch mix-up, etc.).

3.3

Through labelling the products or, if this is impossible or impractical, by other suitable measures, the supplier shall ensure that if a defect is found in the products, the supplier can immediately determine which other products and deliveries may be affected. The supplier is to inform the customer about its identification system or other measures in such that the customer can make its own determinations to the necessary extent.

4. CUSTOMER INCOMING INSPECTIONS

4.1

Within a reasonable period of time after receipt of the products, the customer will check whether they are counterfeit or suspected counterfeit parts, whether they correspond to the ordered quantity and type and whether there is any externally visible transport damage. Any externally recognizable errors such as damage or different dimensions will be reported immediately to the supplier. If the partners consider that further checks by the customer will be useful, these will be noted in the order. Counterfeit or suspected counterfeit parts will be identified appropriately and managed to ensure product safety.

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4.2

If the customer discovers damage or errors during the aforementioned checks, the customer will report this to the supplier. If the customer discovers damage or errors later, the customer will also report this.

4.3

The customer is not responsible to the supplier for carrying out any other tests or notifications than those mentioned above.