

**SUPPLIER QUALITY AGREEMENT (QA)**  
供应商质量协议

Prepared by: Domenico Spinelli

Date: 2024-10-23

### Document Revision

Revision: 10

版本: 10

Revision 版本	Date 日期	Chapter 章节	Amendment Description 修改描述
05	2019-06-26	N/A	Moved to new format
06	2020-05-28	Multiple	Added Chinese translation and Appendix 2, multiple adjustments throughout
07	2022-02-11	Multiple	Multiple adjustments, detailed definition ISO14001
08	2022-10-28		Adjusted company name
09	2024-10-23		Moved to new template
10	2024-12-09	Multiple	Reference to Logistic Compendium changed to Supplier Logistics Manual

## List of Parties

### 相关方明细

Agreement on Quality, Environmental Protection, Occupational Health and Safety and Social Responsibility 关于质量、环境保护、职业健康及安全、社会责任之协议  
between

Röchling Automotive SE  
Richard-Wagner-Str. 9  
68165 Mannheim  
Germany

– hereinafter referred to as “Röchling“ and 以下简称“劳士领”  
also in the name of and on behalf of 同样适用于劳士领此名称的直接或间接控股子  
subsidiaries in which RÖCHLING directly or 公司  
indirectly has a majority stake  
and 和

[Supplier Legal Name]  
[Street Name & Number]  
[Postcode & City]  
[Country]

– hereinafter referred to as “Supplier“ 以下简称“供应商”  
also in the name of and on behalf of 同样适用于供应商此名称的直接或间接控股子  
subsidiaries in which the SUPPLIER directly or 公司  
indirectly has a majority stake

## Table of Content

Document Revision .....	I
List of Parties 相关方明细.....	II
Table of Content.....	III
1 Premise .....	1
1 前言 .....	1
2 Supplier Management Systems .....	1
2 供应商管理体系 .....	1
3 Management Systems of Subcontractors .....	3
3 分供方管理体系 .....	3
4 Audit at SUPPLIER or Subcontractors.....	4
4 供应商或分供方审核.....	4
5 Information and Documentation .....	5
5 信息和文件 .....	5
6 Agreements concerning Product and Process.....	7
6 产品及过程相关条款.....	7
6.1 Development, Planning and Approval .....	7
6.1 开发、策划和认可 .....	7
6.2 Production, Labeling of Products, Traceability .....	11
6.2 生产、产品标识和可追溯性 .....	11
6.3 Delivery, Incoming Inspection.....	13
6.3 交付和进料检验 .....	13
6.4 Complaint Management, Problem Solving .....	14
6.4 投诉管理及问题解决 .....	14
6.5 Charge back .....	15
6.5 索赔 .....	15
6.6 Continuous Improvement Process (CIP).....	15
6.6 持续改进过程（CIP） .....	15
6.7 Requalification Inspection, Process Capability Analysis.....	16
6.7 年度再验证，过程能力分析 .....	16
6.8 Warranty Management .....	16
6.8 售后管理 .....	16

6.9	Supplier Escalation .....	17
6.9	供应商升级 .....	17
7	Quality Targets .....	18
7	质量目标 .....	18
7.1	Incidents .....	19
7.1	质量事故 .....	19
8	Environmental Protection, Occupational Health and Safety and Social Responsibility .....	20
8	环境保护、职业健康和安全、社会责任 .....	20
9	Miscellaneous Provisions .....	21
9	其他条款 .....	21
9.1	Liability .....	21
9.1	责任 .....	21
9.2	Deliveries .....	21
9.2	交付 .....	21
9.3	OEM Customer Specific Requirements OEM .....	21
9.3	客户特殊要求 .....	21
10	Final Provisions .....	22
10	最终条款 .....	22
	Signature Page .....	23
	APPENDIX A 附件 A .....	A.1
	A1 Process Capability .....	A.1
	A1 过程能力 .....	A.1
	APPENDIX B 附件 B .....	B.1
	B1 In addition to Chapter 4: .....	B.1
	B1 除第四章外 .....	B.1
	B2 In addition to chapter 6: .....	B.1
	B2 除第六章外 .....	B.1
	B3 In addition to chapter 9: .....	B.4
	B3 除第九章外 .....	B.4

## 1 Premise

- 1.01 This Agreement forms part of the supply agreement with RÖCHLING and is binding for business relationships between the SUPPLIER and RÖCHLING, being an integral part of the contractual conditions. This Agreement replaces any previous Supplier Quality Agreement and/or any individual quality assurance agreements between RÖCHLING and the SUPPLIER. In the event of contradiction between this QA and any other contractual document (e.g. GENERAL TERMS AND CONDITIONS OF RÖCHLING AUTOMOTIVE GROUP FOR THE PURCHASE OF PRODUCTION MATERIALS), QA shall prevail excepting for RASIC agreement.
- 1.02 Subjects of the Agreement are all products or services supplied by the SUPPLIER.
- 1.03 The SUPPLIER undertakes to ensure that its subcontractors also comply with the obligations assumed under this QA.
- 1.04 For SUPPLIER located in Asia, delivering material to RÖCHLING facilities located in Asia the Appendix 2 is valid in addition.
- 1.05 The English text shall prevail.

## 2 Supplier Management Systems

- 2.01 The SUPPLIER is required, now and in the future, to maintain a quality management system pursuant to IATF 16949 (in its latest revision). Upon SUPPLIER's request, an alternative quality management system may be agreed between RÖCHLING and the SUPPLIER that is equivalent to the standards in the automotive industry

## 1 前言

- 1.01 本协议为劳士领供货协议的不可分割的一部分，对与劳士领有业务关系的供应商具有约束力，本协议取代任何之前的供应商质量协议和/或任何劳士领与供应商签定的其他质量保证协议。当此质量保证协议与任何其他合同文件(例如：劳士领汽车集团生产性材料采购通用条款)发生矛盾时,除了三方协议之外以此质量保证协议为准。
- 1.02 本协议对所有供应商提供的产品及服务有效。
- 1.03 供应商应保证其分供方同样遵守此质量协议中规定的责任和义务。
- 1.04 对位于亚太的供应商而言，向位于亚太的劳士领工厂交付材料附录 2 也有效。
- 1.05 以英文版本为准。

## 2 供应商管理体系

- 2.01 供应商无论现在还是将来都必须根据 IATF 16949 (最新版本) 维护质量管理体系。根据供应商的要求，劳士领和供应商之间可能会商定替代质量管理体系，该体系等同于根据 VDA 6.1 或 ISO 9001 (最新版本) 的汽车行业标准

pursuant to VDA 6.1 or ISO 9001 (in its latest revision).

- |  |   |
|--|---|
| <p>2.02 If the SUPPLIER supplies products to be incorporated into RÖCHLING products, it is required to maintain additionally a certified management system according to IATF 16949. If the SUPPLIER does not maintain a certified management system according to IATF 16949, it is required to further develop its system in this regard. If the SUPPLIER cannot obtain IATF 16949 certification due to the nature of its business operation (e.g. trading companies), it is required to maintain a certified management system in accordance with ISO 9001.</p> | <p>2.02 如果供应商提供的产品将被组装到劳士领的产品上，供应商需通过并保持 IATF16949 质量管理体系。如果供应商没有通过 IATF16949 管理体系，需制定相关的体系开发计划。如果供应商由于其自身企业性质的原因，不能取得 IATF16949 体系证书（例如：贸易公司），需保证通过 ISO9001 质量体系认证并保证始终满足体系要求。</p> |
| <p>2.03 Additionally to ISO 9001, further certification according to MAQMSR (Minimum Automotive Quality Management System Requirements) can be applicable.</p>   | <p>2.03 除 ISO 9001 之外，还可以根据 MAQMSR（最低汽车质量管理体系要求）进行进一步认证。</p>  |
| <p>2.04 Preferably the SUPPLIER should introduce, further develop or maintain an environmental management system (EMS) in accordance with ISO 14001 (in its latest revision). An Environmental Policy should be available.</p>   | <p>2.04 建议供应商按照 ISO 14001(最新版本) 导入，进一步完善或保持环境管理系统（EMS），需要建立环境方针。</p>  |
| <p>2.05 As objective evidence of the corresponding management systems, the SUPPLIER has to send RÖCHLING unsolicited copies of the applicable available certificates, in the case these would be available for download from its Internet-page, the download path must be provided.</p>  | <p>2.05 作为符合质量管理体系的客观证据，供应商必须主动将有效的管理体系的证书发给劳士领，如果证书可以从其网站下载，需要提供下载路径。</p>  |
| <p>2.06 Should the reissuing of a certificate be delayed, the SUPPLIER has to notify RÖCHLING before the current certificate expires, indicating the recertification date. The SUPPLIER has to then send to RÖCHLING unsolicited confirmation from the certification authority of the successful recertification.</p>  | <p>2.06 如换发新证发生延迟，供应商必须在当前证书到期前通知劳士领，并说明再认证日期。供应商必须主动将授权的认证机构颁发的新证书发给劳士领。</p>   |
| <p>2.07 If the valid certificates or binding schedules for obtaining the</p>   | <p>2.07 如果有效的证书或获得相关证书的计划未在要求日期的 30 天内提供，劳士领</p>  |

corresponding certificates have not been presented within 30 days from the request date, RÖCHLING is entitled to the termination with immediate effect of existing supply agreements. In the event of such a termination, the SUPPLIER shall have no right to any compensation from RÖCHLING, as it has breached an essential obligation under the Supply Contract.

- 2.08 The SUPPLIER shall promptly notify RÖCHLING in the event of a revocation of its certificates.

### 3 Management Systems of Subcontractors

- 3.01 With the goal of preventive quality assurance (fault avoidance, continuous improvement) across the entire supply chain, the SUPPLIER has to ensure that its subcontractors have introduced and maintain a management system according with ISO 9001 at a minimum. The SUPPLIER shall also prefer subcontractors who introduce, further develop or maintain an environmental management system (EMS) in accordance with ISO 14001 (in its latest revision). An Environmental Policy should be available.
- 3.02 If the SUPPLIER supplies products to be incorporated into RÖCHLING products, it shall requires of its subcontractors that they maintain a certified management system satisfying ISO 9001 as a minimum, and moreover that they further develop their system to meet the requirements of IATF 16949.
- 3.03 If the subcontractor cannot obtain IATF 16949 certification due to the nature of its business operation (e.g. trading companies), it is required to maintain a certified management system in accordance with ISO 9001.
- 3.04 The SUPPLIER must extend and demonstrate the observance of OEM-

有权立即终止现有的供货协议，由于违反了供货协议中的基本义务，一旦发生此类协议终止，供应商将无权从劳士领处获得任何赔偿。

- 2.08 如果证书被撤回，供应商应立即通知劳士领。

### 3 分供方管理体系

- 3.01 以贯穿于整个供应链的预防性质量保证（防错、持续改进）为目标，供应商应保证其分供方已引入并始终保证至少满足 ISO9001 质量体系要求。建议供应商推动其分供方按照 ISO14001(最新版本)导入，进一步完善并保持其环境管理系统（EMS），分供方需要有环境方针。
- 3.02 如果供应商所供产品将成为劳士领产品的一部分，应要求其分供方至少通过 ISO9001 质量体系认证，并进一步到达 IATF16949 的要求。
- 3.03 如果分供方由于其自身的企业性质（例如贸易公司）无法获得 IATF16949 认证，需保证通过 ISO9001 质量体系认证。
- 3.04 供应商必须向分供方传递 OEM、行业及材料领域的特殊要求。



specific, sector-specific and material field-specific requirements to its subcontractors.

3.05 RÖCHLING can demand the SUPPLIER to prove that the effectiveness of its subcontractor management systems is regularly audited internally. The SUPPLIER shall be held responsible for faults of its subcontractors to the same degree as if the faults were its own.

3.05 劳士领可以要求供应商证明其对分供方的管理体系进行了定期的内部审核。分供方的管理体系不符合要求时，供应商应承担同等的责任。

## 4 Audit at SUPPLIER or Subcontractors

## 4 供应商或分供方审核

4.01 RÖCHLING acknowledges where the SUPPLIER maintains management systems up to date with the latest technological and organizational developments. Nevertheless, RÖCHLING reserves the right to carry out audits at the SUPPLIER and subcontractors.

4.01 劳士领承认供应商按照最新的工艺和组织架构获得的管理体系证书，但劳士领保留对供应商和分供方审核的权利。

4.02 Audits are always carried out after prior notification and consultation. If requested, the SUPPLIER SHALL FACILITATE requests for an audit at short notice.

4.02 审核通常会提前通知并通过协商。如果需要，供应商应配合紧急的审核要求。

4.03 The SUPPLIER shall grant RÖCHLING and, if necessary, its customers access to all plant areas, test departments, warehouses and adjoining areas as well as access to all quality-relevant documents.

4.03 供应商应同意劳士领及其顾客（如有必要）进入其工厂的所有区域、实验室、仓库和相邻区域，并允许查阅所有与质量相关的文件。

4.04 Necessary and reasonable restrictions to safeguard SUPPLIER business secrets shall be upheld.

4.04 应维护保护供应商商业机密的必要和合理限制。

4.05 RÖCHLING shall inform the SUPPLIER of the result of these audits. If RÖCHLING is of the opinion that countermeasures are required, the SUPPLIER is obliged to promptly draw up an action plan, implement it in a timely manner at its own cost, and notify RÖCHLING about its progress status and final completion

4.05 劳士领应通知供应商审核结果。如劳士领要求整改措施，供应商有义务快速制定措施计划，并在计划时间内实施完成，自行承担相关费用，并应通知劳士领实施进度和最终完成情况。

- |  |  |
|--|--|
| <p>4.06 If quality issues caused by a subcontractor arise, the SUPPLIER shall, if requested, obtain an opportunity for RÖCHLING and, where necessary, its customers to carry out an audit at this subcontractor.</p>   | <p>4.06 如果是分供方问题引起的质量问题，如有要求，供应商应为劳士领及其顾客（如必要）对其分供方进行审核提供支持。</p>   |
| <p>4.07 If the SUPPLIER or its subcontractor has sufficient reasons for an objection to RÖCHLING or its customers taking part in an audit, RÖCHLING could accept to have the audit carried out at the SUPPLIER's cost by an accredited third party that will represent the interests of RÖCHLING and/or its customers.</p>   | <p>4.07 如果供应商或其分供方有足够的理由反对劳士领及其顾客对其进行审核，劳士领可以接受由有资质的三方审核机构代表劳士领和/或其顾客对供应商或其分供方进行审核，供应商承担审核费用。</p>  |
| <p>4.08 In case of negative (RED or C-Level) audit classification (at SUPPLIER as well as at subcontractor), RÖCHLING will charge to SUPPLIER the incurred costs for the audit (e.g. travel costs, accommodation, working hours, etc.).</p>  | <p>4.08 如果（对供应商或分供方的）审核结果是负面的（红色或是C级），劳士领将要求供应商承担已发生的审核费用（例如：差旅费、住宿费、工时费等）。</p>  |
| <p>4.09 Where OEM Customer Specific Requirements require regular audits or self-audits of the supply chain, the SUPPLIER shall perform such based on the specific requirements and frequency. If no special requirements are cascaded, process self-audits are to perform according to VDA6.3 (in its latest revision) including customer specific additions, if applicable (f.e. VW Formel Q additional questions). The SUPPLIER shall submit the results unsolicited to RÖCHLING. Self-assessments such as, but not limited to, AIAG CQI-9, CQI-11, MMOG/LE etc. are to perform according to the requirements of the publisher, unless superseded by OEM or RÖCHLING requirements. The SUPPLIER shall submit the results unsolicited to RÖCHLING</p> | <p>4.09 如果主机厂客户特定要求对供应链进行定期审核或供应商进行自我审核，则供应商应根据特定要求和频率进行此类审核。如果没有特殊要求，则应根据VDA6.3（最新版本）进行自主过程审核，包括适用于客户的附加要求（例如，VW Formel Q 附加问题）。供应商应主动将结果提交给劳士领。自主评估（例如但不限于 AIAG CQI-9, CQI-11, MMOG / LE 等）应根据发布者的要求执行，除非主机厂或劳士领有要求。供应商应主动将结果提交给劳士领。</p> |

## 5 Information and Documentation

## 5 信息和文件

- |   |  |
|---|--|
| <p>5.01 If it becomes apparent that requirements on quality features,</p> | <p>5.01 如果供应商清楚其产品在质量特性、交付时间、交付数量、包装等方面不能满</p> |
|---|--|

schedules, delivered quantities, packaging requirements, etc. cannot be met, the SUPPLIER shall inform RÖCHLING immediately and proactively. The SUPPLIER shall also inform RÖCHLING immediately of any deviations identified after delivery and disclose all required data and facts in the interests of a fast resolution.

5.02 The SUPPLIER is obliged to obtain the written approval of RÖCHLING prior to: Delivering a new product

- (i) Delivering a new product
- (ii) Delivering from new or modified tool
- (iii) Product or packaging changes
- (iv) Production methods, equipment, processes and materials (also at subcontractors) changes
- (v) Changing subcontractors
- (vi) Making any changes to test methods or test equipment
- (vii) Relocating or setting up of production sites
- (viii) Relocating or setting up of production equipment at the same site
- (ix) Delivering of an existing product after more than 12 months production interruption

5.03 and to provide the quality documentation (Re-PPAP/ Re-ISIR ) agreed in this regard.

5.04 If the SUPPLIER introduces the above-mentioned changes without the approval of RÖCHLING, RÖCHLING is entitled to the termination with immediate effect of existing supply agreements. In the event of such a termination, the SUPPLIER shall have no right to any compensation from RÖCHLING, as it has breached an essential obligation under the Supply Contract. Additionally RÖCHLING reserves the right to charge any direct or indirect costs incurred.

足要求，应立即主动通知劳士领。为了快速地做出处理决定，对于任何交付后发现的偏差，供应商同样应立即通知劳士领并提供所有要求的数据和事实。

5.02 在以下情况实施之前，供应商必须先获得劳士领的书面认可：

- (i) 交付新产品
- (ii) 使用新的或修改过的交付工具
- (iii) 产品或是包装变更
- (iv) 生产方法、设备、过程及材料（同样适用于分供方）变更
- (v) 分供方变更
- (vi) 实验方法或实验设备的任何变更
- (vii) 生产场地的位置变更或新建生产场地
- (viii) 在同一生产场地的生产设备位置变更或新设备
- (ix) 停产 12 个月后的在供产品交付

5.03 并提供上述情况相关的质量文件(Re-PPAP/ Re-ISIR )。

5.04 如果供应商未得到劳士领的认可便实施上述的任何变更，劳士领有权利立即终止当前的供货协议。由于供应商违反了供货协议中的基本义务，将没有权利向劳士领提出任何的赔偿要求。另外，劳士领保留要求供应商承担已发生的任何直接或间接损失的权利。所有的文件包括分供方的文件都必须提交英文版本。所有的文件包括分供方的文件都必须提交英文版本。

All documentation including for sub-supplier are to be prepared and provided in English.

- 5.05 The first deliveries after SOP and after the above-mentioned change measures must be identified in the shipping documents/packaging slips for each delivery address as agreed with RÖCHLING Supplier Quality Engineer.
- 5.06 The SUPPLIER shall document all the product and process changes in a Product History log and shall submit this to RÖCHLING upon request.
- 5.07 The archiving duration of all contract, product and process-relevant documents and records shall be at least 15 years from End of Production (including spare parts), 20 years for safety-related and documentation-mandatory characteristics and products, unless differently specified
- 5.08 Disclosure of documents and records to third parties are not allowed, for that reason documents must be archived and disposed of in a proper way.
- 5.09 If the SUPPLIER is put on a special status (e.g. Controlled Shipping Level 2) by an automobile manufacturer, it must inform RÖCHLING immediately.

- 5.05 量产后和上述变更后的首次交付，必须根据与劳士领供应商质量工程师的协商结果，对发往每一个地址的产品，在装运单据/外包装上做出标示。
- 5.06 供应商应记录所有产品和过程的变更于产品历史记录中，并且如果劳士领有要求，供应商须提交给劳士领确认。
- 5.07 除非有特殊约定，所有合同相关、产品相关和过程相关的文件和记录应至少存档至产品停产后 15 年（包括备件），安全相关产品特性及强制存档特性应至少存档 20 年。由于
- 5.08 由于禁止向第三方披露文件和记录，所以文件必须在适当的条件下存档。
- 5.09 如果供应商有被汽车制造厂要求的特殊状态（例如：受控发运 2 级），必须立即通知劳士领。

## 6 Agreements concerning Product and Process

## 6 产品及过程相关条款

### 6.1 Development, Planning and Approval

### 6.1 开发、策划和认可

- 6.1.01 If the order placed with the SUPPLIER includes development tasks, the contracting party will set out the requirements in writing, e.g. in the form of a requirements specification. The SUPPLIER undertakes to carry out and document project management activities in the planning phase of products, processes, and other cross-functional tasks. The documentation

- 6.1.01 如果定点的供应商有项目开发的任务，缔约方需要制定出书面的规格要求，例如应用技术规格的形式。供应商根据技术标准的要求开展不同阶段的项目管理活动，并使之文件化，包含产品规划、工艺规划及其他跨部门的任务。文件形式可以是质量管理计划或者/和项目管理工作计划。供应商应按照劳士领要求的方式开展质量策划和项目管理工作，例如

shall be in the form of quality management plans and/or project management plans. When required by RÖCHLING the SUPPLIER undertakes to apply specific methods, such as, for example, APQP and to apply updates and implement corrective action where needed in a timely manner. These documents shall be sent to RÖCHLING on a regular basis

使用 APQP 并及时对纠正措施执行，跟进和更新状态。这些文件须定期发给劳士领汇报。

- 6.1.02 Within the contract review, the SUPPLIER shall check for feasibility and all technical documentation such as for instance; specifications, drawings, bill of materials, CAD data, packaging requirements, norms, etc.. The SUPPLIER shall promptly inform RÖCHLING of any issues, risks, and improvement possibilities thereby identified.
 

6.1.02 在合同评审阶段，供应商应确认所有技术资料的可行性，例如：规格、图纸、BOM、CAD 数据、包装要求、标准及法律法规等。如有任何问题、风险和改进的可能，供应商应快速地通知劳士领。
- 6.1.03 During the development phase, the SUPPLIER shall apply suitable preventive quality planning methods, e.g. feasibility analysis, reliability studies, risk analysis and FMEA.
 

6.1.03 在开发阶段，供应商应应用合适的预防性质量策划方法，例如，可行性分析，可靠性研究，风险风析和 FMEA。

FMEA 的开发是强制性要求，基于 VDA 4 或 AIAG 标准（AIAG 汽车行业核心工具-FMEA 手册）。

供应商应考虑以往/类似项目的经验（过程、过程数据、可行性研究等）。

Development of the FMEA is mandatory, with the process to be based on e.g. VDA Volume 4 or AIAG standard (Automotive Core Tools of AIAG – FMEA Handbook).

The SUPPLIER shall take experiences from previous/similar projects (processes, process data, feasibility studies etc.) into account.
- 6.1.04 The SUPPLIER shall agree and document the manufacturing and test conditions for prototypes and preproduction parts with RÖCHLING. Preproduction parts must be manufactured under conditions close to those of series production.
 

6.1.04 供应商应同意并记录原型样件和试制样件的制造和实验条件。试制样件必须在接近批量生产条件下生产。
- 6.1.05 In each design/industrialization phase, parts must be measured according to the valid specification/drawing. The measurement reports have to be submitted to the responsible supplier quality engineer. The number of parts, which have to be measured per build
 

6.1.05 在各设计阶段，必须根据有效的规格/图纸测量零件。测量报告必须提交给对应负责的供应商质量工程师。每个开发阶段必须测量的零件数量由采购决策确定，并在提名信中指出。如果没

phase is determined with the sourcing decision and pointed out on the nomination letter. If no quantity is agreed, at least 5 parts per cavity have to be measured per build phase.

有商定数量，则段必须每个成型阶段每个穴至少测量 5 个零件。

- 6.1.06 The SUPPLIER will carry out process and quality planning for all characteristics. For product and process key characteristics (e.g. Special Characteristics), the SUPPLIER shall check the suitability and capability of the manufacturing process based on statistical criteria agreed with RÖCHLING and shall document the results.
- 6.1.06 供应商应对所有特性的过程和质量进行策划。对于产品和过程的关键特性，供应商应根据劳士领同意的统计标准检查其制造过程的适用性和过程能力，并记录其结果。
- 6.1.07 Key characteristics are to be established in written form during the first stage of development and then appropriately documented and archived. If no key characteristics such as f.e. special, critical, significant, safety critical etc., are specified in the released drawing, the SUPPLIER has to define at a minimum one process characteristic which will influence the part quality and one product characteristic which will influence the fit, form or function of the part significantly.
- 6.1.07 关键特性需在开发的第一阶段以书面形式识别并确定，并进行适当地纪录和归档。如果没有关键特征，例如 f.e. 在已发布的图纸中指定了特殊，关键，重要，安全关键等内容，供应商必须至少定义一个会影响零件质量的工艺特征和一个会影响装配、形状或功能的产品特征。
- 6.1.08 If a production process is out of statistical control, or a production process has yet to be validated, the SUPPLIER undertakes to perform 100% control of the finished product (see Appendix 1). Meanwhile the SUPPLIER shall take the necessary measures to meet or restore and maintain a capable manufacturing process.
- 6.1.08 如果生产过程不受控或是生产过程还未确认，供应商应对成品执行 100% 检验（见附件 1）。同时供应商应采取必要的措施来达到或恢复并保持一个有能力的制造过程。
- 6.1.09 SUPPLIERS are also responsible for ensuring that relevant Special Characteristics are explained, understood and controlled by their sub-SUPPLIERS where applicable.
- 6.1.09 供应商也有责任确保对相关特殊已被理解和明白且有效控制，同样也适用于对下级供应商的控制。
- 6.1.10 If the SUPPLIER recognizes that one or more requirements cannot be met, the purchasing department at RÖCHLING must be informed immediately. If there
- 6.1.10 如果供应商发现一个或多个要求不能满足，必须立即通知劳士领采购部。如果

are deviations from the requirements, RÖCHLING will decide and inform the SUPPLIER on how to proceed.

- 6.1.11 If the supplied product contains automotive product-related software or embedded software, the SUPPLIER has to implement and maintain a process for software quality assurance for their product(s) such as SPICE.
  - 6.1.12 All testing, not limited to the design and product validation process, shall only be performed in qualified testing facilities. Laboratory accreditation for OEM specification or authorizations have to be available upon request.
  - 6.1.13 A series delivery may only be started once an Initial Sample Inspection Report (ISIR or PPAP) approval from RÖCHLING has been obtained.
  - 6.1.14 Initial Sample Inspection Reports (ISIR/PPAP) have to be submitted according to either VDA or AIAG directives, as per RÖCHLING request including IMDS submission. MSDS (Material Safety Data Sheet) CAMDS (Chinese Automotive Material Data System) need to be submitted as part of the PPAP as applicable. Level 3 PPAP/ISIR is expected, with a minimum of 5 master sample parts per cavity, unless otherwise requested.
  - 6.1.15 ISIR/PPAP parts must be manufactured under full series conditions, within a Significant Production Run of at least 300 parts unless otherwise agreed. The SUPPLIER must also analyze and demonstrate its production capacity compared to the peak volume (based on a 5 days per week production model, unless otherwise agreed) requested by RÖCHLING.
  - 6.1.16 ISIR/PPAP approval of subcontracted components must be submitted by SUPPLIER to RÖCHLING as an integral part of its ISIR/PPAP package.
  - 6.1.17 ISIR/PPAP master samples (At a minimum 5 master sample parts per
- 与要求有偏差，劳士领将采取决定决定并通知供应商下一步如何处理。
  - 6.1.11 如果供应的产品包含与汽车产品相关的软件或嵌入式软件，则供应商必须实施维护其产品（例如 SPICE）的软件质量保证流程。
  - 6.1.12 所有测试，不仅限于设计和产品验证过程，应只能在合格的测试设施中进行。OEM 规格或授权的实验室认证必须可根据要求提供。
  - 6.1.13 批量交货必须在得到劳士领的首件检查报告（ISIR 或 PPAP）认可后方可交付。
  - 6.1.14 首件检查报告（ISIR/PPAP）必须按 VDA 或 AIAG 指令及每个劳士领工厂的要求提交，包括 IMDS 的提交。MSDS（材料安全数据表）CAMDS(中国汽车材料数据表) 也需要作为 PPAP 中的一部分进行提交。除非有其他要求，通常要求按 3 级提交，每穴至少提供 5 个标准样件。
  - 6.1.15 ISIR/PPAP 样件必须在批量生产条件下生产，除非另有约定，需至少 300 件的连续生产。供应商必须分析和证明其生产能力可以满足劳士领的最大需求量（除非另有约定，基于每周 5 个工作日的生产模式）。
  - 6.1.16 子零件的 ISIR/PPAP 认可必须做为整个总成零件 ISIR/PPAP 文件包不可分割的部分提交给劳士领。
  - 6.1.17 除非另有约定，供应商必须保留 ISIR/PPAP 样件（每穴至少 5 个标准样

cavity) must be kept by the SUPPLIER for the entire supply duration (including spare parts) plus 5 years, unless otherwise agreed.

- 6.1.18 An assessment of the SUPPLIER manufacturing process may be conducted before and after part approval at the SUPPLIER facility. This assessment can be specified by RÖCHLING or its Customer (e.g. Run@Rate and / or VDA 6.3 Audit, or customer specific requirements).
- 6.1.19 The ISIR/PPAP approval does not release the SUPPLIER from its liability for defects.
- 6.1.20 RÖCHLING must be granted access at any time to all documents in this Section 6.1 upon request.
- 6.1.21 To verify the production quality, safe launch activities have to be carried out for SOP+90 days. The exit criteria have to be agreed with the RÖCHLING supplier quality engineer. Not reached exit criteria will extend the safe launch requirement.
- 6.1.22 The packaging design for products and parts shipped to RÖCHLING is the SUPPLIER 's responsibility unless otherwise documented in the contract or amendment to the contract. The packaging design has to be as such that it ensures that no damages occur during shipping, stacking and handling. Packaging designs must be approved by RÖCHLING before implementation.

## 6.2 Production, Labeling of Products, Traceability

- 6.2.01 In the event of process disruptions and quality deviations, the SUPPLIER shall analyze the causes, introduce corrective countermeasures, check their effectiveness and document the procedure.
- 6.2.02 If the SUPPLIER is unable to deliver products according to specifications, it must obtain a temporary deviation approval from RÖCHLING Supplier

件) (包括备件), 保存期为整个供货周期 5+ 年。

- 6.1.18 对供应商生产过程的评估须在供应商的生产现场, 时间通常在零件最终认可前, 评估方法可由劳士领或者其客户指定 (例如按节拍生产和 VDA6.3 或是客户特殊要求)
- 6.1.19 ISIR/PPAP 认可并不能免除供应商的缺陷责任。
- 6.1.20 一经要求, 劳士领必须被授权在任何时候可以查阅 6.1 条涉及的所有文件
- 6.1.21 为了验证生产质量, 必须在 SOP + 90 天之内安全投产。准出标准必须与劳士领供应商质量工程师达成一致。未达到准出标准将增加安全投产要求。
- 6.1.22 除非合同中另有说明或合同的修改, 运往劳士领的产品和部件的包装设计由供应商负责, 包装设计必须保证在运输、堆垛和搬运过程中不发生损坏。包装设计在实施前必须得到 RÖCHLING 的批准。

## 6.2 生产、产品标识和可追溯性

- 6.2.01 发生生产中断和质量偏差时, 供应商应分析原因, 制定纠正措施, 检查其有效性并记录过程。
- 6.2.02 如供应商不能按产品规范交付产品, 必须获得劳士领供应商质量部门的临时认可后方可发货。偏差应仅在特定的时间



Quality department before delivery. Deviations shall be approved only for a specific time period or quantity of parts. No permanent deviations are permitted. A deviation request shall be accompanied by a Problem Solving Report (8D). This report shall include the identification of a clean point and the manner in which products will be identified, including how traceability will be guaranteed

- 6.2.03 The SUPPLIER is obliged to label products, parts and packaging in accordance with the agreements made with RÖCHLING (see also Röchling Supplier Logistics Manual). It must ensure that labeling of the packaged products is legible even during transportation and storage. The SUPPLIER shall be able to identify all concerned trace code / information of one delivery with the delivery documentation.
- 6.2.04 The SUPPLIER undertakes to ensure the FIFO principle and the traceability of the products (including their raw materials and sub-components) to be delivered. If a defect is identified, the containment of the faulty parts/products/batches and production data must be guaranteed within 24 hours.
- 6.2.05 The molds, control tools and means of production made available to the SUPPLIER by RÖCHLING or the end customer shall be marked in a clear and permanent manner as the property of RÖCHLING or of the end customer.
- 6.2.06 The SUPPLIER shall keep the molds, control tools and means of production received in perfect condition and replace them where necessary. For such purpose, the SUPPLIER shall at its own cost make all necessary repairs and carry out preventive and ordinary maintenance. The SUPPLIER shall answer for the loss or destruction of the molds, control tools and equipment
- 段或部件数量上得到批准。不允许有任何永久性的偏差。偏差要求应附有问题解决报告(8D)。本报告应包括清晰的断点的标识和产品标识的方式，包括如何保证可追溯性。
- 6.2.03 供应商有义务根据与劳士领的协议给产品、零件和包装做标识，并必须保证产品包装上的标签在整个运输和存储的过程中总是清晰可辨。(也可以参考劳士领供应商物流手册)供应商应能够通过交货文件识别每次交货的所有相关跟踪代码/信息。
- 6.2.04 供应商应保证先进先出原则和产品的可追溯性(包括其原材料和子部件)。一旦发现缺陷，对缺陷零件/产品/批次和生产数据必须在 24 小时内制定遏制措施
- 6.2.05 由劳士领或是最终顾客制造提供给供应商使用的模具、工装、治具及检具和其他生产资产等应以清晰并永久的方式标记为劳士领或其最终顾客资产
- 6.2.06 供应商应保持顾客提供的模具、治具和其他生产资产良好的状态，如有必要应进行替换。为此，供应商应承担所有必须的维修及预防性和日常的维护保养的费用。供应商须对从劳士领或者最终客户端接收的模具、工装治具及检具和设备的遗失或损坏承担责任。

received from RÖCHLING or of the end customer.

### 6.3 Delivery, Incoming Inspection

- 6.3.01 The SUPPLIER shall deliver the products in suitable means of transport in accordance with the Röchling Supplier Logistics Manual, in its latest revision, in order to avoid damage and quality impairments (e.g. contamination, corrosion, chemical reactions, mechanical damages, etc.).
- 6.3.02 The incoming inspection process at RÖCHLING is limited solely to transport damage that can be identified externally and to determining whether the quantity and the identity of the products ordered correspond to shipping documents. Any issue identified shall be reported immediately.
- 6.3.03 Defects not detected in this way shall be notified to the SUPPLIER as soon as they are discovered according to the circumstances of the normal course of business. As such, the SUPPLIER shall waive the right to object because of late notification of the defect.
- 6.3.04 Should the product be supplied by the supplier not to RÖCHLING, but to a third party on the instruction of RÖCHLING, RÖCHLING reserves the right to commission this third party to perform the receiving inspection described above. The supplier declares here and now that it agreed with the receiving inspection by this third party described above and recognizes any notifications of defects from the third party as notifications of defects that may be produced by RÖCHLING.
- 6.3.05 The SUPPLIER must adapt its quality system and its quality assurance measures to this reduced incoming inspection strategy.

### 6.3 交付和进料检验

- 6.3.01 为了避免损伤和质量受损（便如：污染、腐蚀、化学反应和机械损伤）供应商应按劳士领供应商物流手册最新版本选择适当的运输方式。
- 6.3.02 劳士领的进料检验过程只限于识别外部可见的运输损伤并确定质量和产品是否与发运单据一致，发现任何问题立即报告。
- 6.3.03 未在此过程中发现的缺陷，一经发现将根据通用流程立即通知供应商，据此，供应商无权以延迟通知为由而拒绝劳士领的要求。
- 6.3.04 如果产品不是由供应商提供给劳士领，而是由劳士领指示提供给第三方，则劳士领保留委托该第三方执行上述接收检验的权利。供应商在此声明并同意上述第三方的接受检查，并将来自第三方的任何缺陷通知识别为劳士领可能产生的缺陷通知。
- 6.3.05 供应商须采用相应的质量体系和质量保证措施，以适应进料放宽检验的策略。

## 6.4 Complaint Management, Problem Solving

- 6.4.01 If defects or conditions not according to drawing and specification are reported to the SUPPLIER by RÖCHLING, the SUPPLIER shall promptly carry out a fault analysis, for which RÖCHLING will provide support if required and insofar as reasonably possible.
- 6.4.02 The SUPPLIER shall immediately undertake at its own cost any necessary emergency and containment actions to protect RÖCHLING and its customers, including replacement of defective or suspect material.
- 6.4.03 Complaints must always be processed in accordance with the 8D method and format, unless otherwise agreed with RÖCHLING. The SUPPLIER must provide proof of the performed root-cause analysis with the e.g. Ishikawa, 5-Why methods, etc. Its processing time shall normally be: 3D within 24 hours, 5D within 5 working days, 6D within 10 working days, 8D within 20 working days unless by RÖCHLING differently requested or with RÖCHLING differently agreed. Submission of the 3D and 8D including respective evidence to RÖCHLING has to take place unsolicited.
- 6.4.04 At RÖCHLING request, the SUPPLIER must carry out a process analysis or process audit.
- 6.4.05 The use of procurement sources stipulated by RÖCHLING or negotiated via a RÖCHLING contract does not release the SUPPLIER from its responsibility to ensure the quality of the procured products.
- 6.4.06 Complaints shall be promptly made by the SUPPLIER directly to the subcontractor. On request, the SUPPLIER shall notify RÖCHLING about the respective status of the complaint processing.

## 6.4 投诉管理及问题解决

- 6.4.01 如果劳士领向供应商报告了不符合图纸规范的缺陷，供应商应迅速针对劳士领反馈的问题进行分析，如果在合理的情况下提出要求，劳士领将对其提供支持。
- 6.4.02 供应商应立即采取必要的紧急遏制措施来保护劳士领及其顾客，包括替换缺陷的或是可疑的材料/零件，并自行承担所有费用。
- 6.4.03 除非劳士领另行同意，否则投诉必须始终按照 8D 方法进行处理。供应商必须通过以下方式提供执行的根本原因分析的证据：Ishikawa, 5-Why 方法等。其处理时间通常为：24 小时之内的 3D，5 个工作日内的 5D，10 个工作日内的 6D，20 个工作日内的 8D，除非劳士领提出不同的要求或与劳士领达成不同的同意。供应商应主动向劳士领交 3D 和 8D 报告及证据。
- 6.4.04 应劳士领要求，供应商必须实施过程分析或过程审核。
- 6.4.05 劳士领指定的或通过劳士领谈判签约的分供方，不能免除供应商对所采购产品的质量保证责任。
- 6.4.06 投诉应由供应商直接快速的传递给分供方。应要求，供应商应通知劳士领关于投诉进展的相关情况。

- |   |  |
|---|--|
| <p>6.4.07 The above-described Complaint Management process is applicable for any issue detected in mass production as well as in the prototype or pre-launch phases</p> <p>6.4.08 In case of a NTF (No Trouble Found) result, the supplier shall test the part under stress, elevated conditions.</p> | <p>6.4.07 上述投诉过程适用于在批量生产及在原型样件或预批量阶段被发现的所有问题。</p> <p>6.4.08 如果出现 NTF（未发现故障）结果，则供应商应在加严条件下测试零件。</p> |
|---|--|

## 6.5 Charge back

## 6.5 索赔

- |  |  |
|--|--|
| <p>6.5.01 Charges incurred at RÖCHLING through non-conforming product (included but not limited to: deviation from drawing specification, breakage, mixed material, mislabeled material etc.), delayed or missed shipments and resulting expedite costs, charges to RÖCHLING from OEMs (caused by non-conforming supplied product), as well as administrative charges are charged to the SUPPLIER. These charge backs apply to all phases of the part life (Nomination to End of life including warranty).</p> <p>6.5.02 This is valid for all commercial statuses such as directed, managed, etc. SUPPLIERS, unless otherwise agreed.</p> | <p>6.5.01 因不合格产品在劳士领发生的费用（包括但不限于：偏离图纸规格，破损，混合材料，标签错误的材料等），延迟或错过的运输以及由此导致的额外费用，OEM 向劳士领收取的费用（由不合格引起的）-符合要求的产品的），以及管理费用均向供应商收取。这些退款适用于零件寿命的所有阶段（至寿命终止，包括保修）。</p> <p>6.5.02 除非另有协议，否则这对于所有商业行为（例如，指示，管理等）均有效，包括供应商。</p> |
|--|--|

## 6.6 Continuous Improvement Process (CIP)

## 6.6 持续改进过程（CIP）

- |  |  |
|--|--|
| <p>6.6.01 The SUPPLIER undertakes to maintain a Continuous Improvement Process and to include all relevant associates in it. Quality-relevant information must be visualized and short control loops installed.</p> <p>6.6.02 The SUPPLIER shall have a procedure to estimate potential non-conformity risks and implement appropriate preventive actions throughout the component life cycle. Detected risks or non-conformities shall be directly communicated to the RÖCHLING facility, to which the components/products have been or will be delivered to.</p> | <p>6.6.01 供应商应承诺实施全员参与的持续改善流程，质量相关信息必须可视化并运用质量改进环 方法论。</p> <p>6.6.02 供应商应具有评估潜在不合格风险的程序，并在整个部件生命周期内实施适当的预防措施。检测到的风险或不符合项应直接通知劳士领工厂，包括已交付或将交付给劳士领工厂部件/产品。</p> |
|--|--|

## 6.7 Requalification Inspection, Process Capability Analysis

- 6.7.01 Unless otherwise specified (noted in the Control Plan), the products and processes delivered to RÖCHLING must annually undergo a requalification inspection, in which all measurements, functional features and materials are inspected to confirm that they meet their technical, quality, reliability, legal and environmental requirements, as required according to the initial PPAP/ISIR package.
- 6.7.02 In the framework of its production processes the SUPPLIER undertakes to ensure continuous process capability through application of statistical process control (SPC).
- 6.7.03 If a production process is out of statistical control, the SUPPLIER undertakes to perform 100% control of the finished product (see Appendix 1). Meanwhile the SUPPLIER shall take the necessary measures to restore and maintain a capable manufacturing process.
- 6.7.04 RÖCHLING must be granted access to the results on request. In case of a deviation from the specifications, the SUPPLIER must immediately inform RÖCHLING.

## 6.8 Warranty Management

- 6.8.01 A primary focus of RÖCHLING's customers is to minimize expenses attributed to product performance after vehicle sale. Financial liability associated with warranty is increasingly significant, as consumer awareness improves and OEM customers extend warranty coverages.
- 6.8.02 OEM customers have stipulated that warranty costs will be shared with their supply base. As such, SUPPLIERS will be expected to participate in warranty activities including:
- (i) Warranty returns reviews/analysis

## 6.7 年度再验证，过程能力分析

- 6.7.01 除非另有规定（在控制计划内注明），交付给劳士领的产品及过程必须每年按初始 PPAP/ISIR 的要求进行再认可检验，包括全尺寸、功能特性和材料检验，来确定他们能否满足其技术、质量、可靠性、法律法规及环境要求。
- 6.7.02 在其生产过程中，供应商须应用统计过程控制（SPC）来保证其始终具有足够过程能力。
- 6.7.03 如果生产过程不受控，供应商应对成品进行 100% 检验（见附件 1），同时供应商须采取必要的措施来恢复和保持一个有能力的制造过程。
- 6.7.04 当不能满足规范要求时，供应商必须立即通知劳士领，如有要求，劳士领有权了解结果。

## 6.8 售后管理

- 6.8.01 由于消费者意识的提高和 OEM 客户质保期的延长，售后索赔责任变得日益重要。劳士领的客户更关注车辆售后将由于产品性能问题导致的费用降至最低。
- 6.8.02 OEM 客户规定售后成本将由其供应商分担，例如，供应商应参与的售后活动包括：
- (i) 售后退返的分析

(ii) Improvement actions

(iii) Warranty cost responsibility

6.8.03 When RÖCHLING is involved in a warranty, campaign or recall issue, with financial consequences based on RÖCHLING's customers' warranty or recall policies, the SUPPLIER undertakes to refund all damages and costs charged to and/or incurred by RÖCHLING according to the costs-by-cause principle for the individual cases to be reimbursed. Warranty, campaign or recall issue are handled in accordance with OEM agreements and requirements, including escalation process and deadlines.

6.8.04 See the RÖCHLING warranty agreements in their latest revision for further details and requirements.

## 6.9 Supplier Escalation

6.9.01 The supplier escalation process can be started when different factors such as, but not limited to, serious or frequent problems, bad reaction to problem solving, "Red" APQP status etc. occur. The SUPPLIER is notified about the escalation, the steps within the escalation level, f.e. CSL1 (Controlled Shipment Level 1) and is obligated to provide an action plan. Further escalation levels can be applied if the situation continues or worsen. The escalation is applicable for all stages of the part life including development.

6.9.02 The escalation contains of different levels. Levels can be escalated to higher levels including New business hold and up to Elimination.

6.9.03 De-escalation up to cancelation of the Escalation can be achieved with completion and demonstration of the agreed measures and action plan.

6.9.04 See the RÖCHLING escalation procedure in its latest revision for further details and requirements.

(ii) 改进措施

(iii) 承担售后索赔费用

6.8.03 因供应商原因而导致劳士领被牵涉到售后预算或召回，并且基于劳士领顾客的售后或召回政策，产生了费用费用，根据肇因者负责原则，供应商应承担所有的损失，损害，预算，支出，诉讼费，律师费和其他费用。售后，活动或召回问题均根据 OEM 协议和要求（包括升级流程和截止日期）进行处理。

6.8.04 有关更多详细信息和要求，请参阅最新版本的劳士领保修协议。

## 6.9 供应商升级

6.9.01 当出现各种因素时，例如但不限于严重或频繁出现的问题，对问题解决的不良反应，“红色”APQP 状态等，可以启动供应商升级过程。向供应商通知升级，升级级别内的步骤，即 CSL1（受控装运级别 1），有义务提供一项行动计划。如果情况持续或恶化，则可以应用进一步的升级级别。升级适用于零件寿命的所有阶段，包括开发。

6.9.02 升级包含不同的级别。级别可以升级到更高的级别，包括新业务停止和直到取消。

6.9.03 通过完成和履行约定的措施和行动计划，可以实现逐步降级直至取消升级

6.9.04 有关更多详细信息和要求，请参阅最新版本的劳士领升级流程。

## 7 Quality Targets

- 7.01 As RÖCHLING does with its customers, the SUPPLIER shall be committed to the zero defect goal towards RÖCHLING and shall communicate it both internally and to its subcontractors.
- 7.02 Insofar as a fault-free delivery is not ensured, the SUPPLIER shall agree to intermediate targets (temporary upper limits for fault rates) with RÖCHLING. The SUPPLIER shall introduce measures for continuous improvement and attainment of the zero defect goal.
- 7.03 Intermediate targets, defined as upper limits, can be specified for instance via a PPM-target agreement or incidents-target agreement.
- 7.04 Unless otherwise agreed, a general reaction threshold of 50 ppm is defined. Threshold is subject for reduction under regular improvement activities.
- 7.05 Staying below agreed upper limits does not release the SUPPLIER from its obligations to process all complaints, as described above. If the agreed upper limits are exceeded the SUPPLIER shall swiftly introduce effective improvement measures at its own cost and keep RÖCHLING regularly informed about the progress of the measures.
- 7.06 The SUPPLIER's liability for all defective deliveries remains unaffected by agreed upper limits.
- 7.07 The supplier performance is regularly monitored and measured by means of a vendor-rating scorecard. Should the related targets not be met, the SUPPLIER is requested to submit and implement an action plan. Based on the reasons and severity of the performance deviations RÖCHLING is entitled to deploy an escalation process aimed to re-establish the SUPPLIER

## 7 质量目标

- 7.01 零缺陷始终是劳士领为之努力的目标，供应商也应致力于达到零缺陷的目标，并且应将要求向内部和分供方进行传递。
- 7.02 如果不能保证零缺陷交付，供应商应与劳士领达成中期目标（临时不良率上限），供应商须制定措施以达到持续改进并达成零缺陷的目标。
- 7.03 中期目标，定义为上限，例如可以就 PPM 目标或质量事故目标达成协议。
- 7.04 除非另有约定，将总目标定义为 50 ppm。在定期改进活动下，目标值可以降低。
- 7.05 如上所述，保持低于协议上限并不免除供应商接受并处理投诉的义务。如果超过协议的上限，供应商应迅速制定有效的改进措施，并自行承担相关费用，定期通知劳士领相关措施的实施进展。
- 7.06 供应商所有的缺陷交付责任不受协议上限的影响。
- 7.07 供应商业绩通过供应商评价系统定期监控并评价。如果未达到相关目标，供应商须提交并实施措施计划。基于业绩偏差的原因和严重性劳士领有权启动升级流程，旨在重建供应商的预期业绩和防止未来可能的偏差。

expected performance and prevent future deviations.

7.08 The SUPPLIER is evaluated in several categories (Quality, logistic and administrative incidents).

7.08 从以下几方面对供应商进行评估

## 7.1 Incidents

## 7.1 质量事故

7.1.01 An incident is any disturbance created by the SUPPLIER with impact to RÖCHLING or RÖCHLING customer processes. Typical examples for incidents, but not limited to, may be:

7.1.01 质量事故是指任何由供应商提供的零件/产品对劳士领及劳士领客户的生产造成的不良影响或干扰，质量事故包括但不限于：

- (i) Batch defect
- (ii) PPM/Quality level over committed target
- (iii) Non-satisfying response to a complaint (e.g. not in time, non-efficient containment action)
- (iv) Rejected PPAP and/or PPAP past due caused by the SUPPLIER
- (v) Customer return due to SUPPLIER non-conformances
- (vi) Logistical indicator (On time performance, Quantity reliability, Premium freight, etc.)
- (vii) Escalation status

- (i) 批量不良（大于 50 件）。
- (ii) PPM/质量水平高于承诺目标值。
- (iii) 不满意的投诉回复（比如未及时回复，围堵措施无效等）。
- (iv) 由于供应商原因造成的 PPAP 的拒签。
- (v) 由于供应商原因导致客户返回。
- (vi) 物流指标（按时交付/按量交付/超额运费等）
- (vii) 升级状态

7.1.02 Any of these incidents require generally an 8D – Report with defined corrective actions as determined by RÖCHLING. Any incident will have a potential financial impact on the SUPPLIER as agreed upon in the SUPPLIER contract.

7.1.02 供应商应使用 8D 报告的形式来定义质量事故的纠正措施。根据双方协议的合同，任何质量事故都可能引起索赔。

7.1.03 Quality discussions with topics such as preventive quality assurance, evaluation of the exchanged quality-related data, discussions of faults, discussion of current topics etc. shall take place at the request of a contracting party. If a matter is escalated, the SUPPLIER shall be obliged to take part in meetings at management level.

7.1.03 应合同方的要求须进行预防性质量保证、交换质量相关数据的评价、缺陷的讨论及当前话题的讨论等。如果问题升级，供应商管理层须参加会议。



## 8 Environmental Protection, Occupational Health and Safety and Social Responsibility

## 8 环境保护、职业健康和安全、社会责任

8.01 The SUPPLIER undertakes to comply with the applicable statutory regulations relating to environmental protection, occupational health and safety, data security and social responsibility. It commits to foster a health and safety work environment, protecting co-workers, family members, employers, customers, and many others who might be affected by the workplace environment. The SUPPLIER assures the continuing commitment by business to behave ethically and contribute to economic development while improving the quality of life of the workforce and their families as well as the local community and society at large. The SUPPLIER also commits to keep the effects on people and environment to a minimum by means of a suitable environmental protection management system and company environmental protection measures.

8.01 供应商承诺遵守适用的关于环境保护、职业健康和安全与社会责任法律法规。致力于创建一个健康和安全的工作环境,旨在保护同事、家庭成员、雇主、客户、和许多其他可能受工作环境影响的人。供应商始终保证其行为符合伦理道德,并且在提高员工及其家庭的生活质量的同时,对经济发展、以及当地社区和全社会做出贡献。供应商也应通过一个合适的环境保护管理体系和公司环境保护措施来保证对人和环境的影响的最小化。

8.02 As RÖCHLING is constantly focused on protecting the environment and evaluating the repercussions of its production processes and products on the environment, such factors are taken into consideration when making its business decisions.

8.02 由于劳士领持续地关注环境保护并且不断评价其生产过程和产品在环境方面的影响,劳士领在做出商务决定时也将考虑这些因素。

8.03 The SUPPLIER shall confirm its compliance with provisions governing the use of substances prohibited by law the SUPPLIER ships to. Substances that are subject to legal restrictions or prohibitions may only be supplied in accordance with such provisions (e.g. ELV Directive, REACH, Conflict Minerals, etc.). Upon RÖCHLING's request, the SUPPLIER shall provide

8.03 供应商应确认其遵守关于使用供应商法律所禁止的物质的规定。。含有限用或禁用物质的产品只能在符合的规定的情况下供货(例如 ELV 指令,REACH)。根据劳士领的要求,供应商应当提供产品、材料和过程的相关信息。

information concerning relevant products, materials and processes.

8.04 The SUPPLIER shall also maintain an environmental management system (EMS) in accordance with ISO 14001 or introduce or further develop it within 6 months after signing this agreement, unless otherwise agreed and documented with RÖCHLING.

8.04 供应商还应按照 ISO 14001 维护环境管理体系 (EMS)，或在签署本协议后的 6 个月内引入或进一步开发该体系，除非与劳士领达成协议并形成文件。

## 9 Miscellaneous Provisions

## 9 其他条款

### 9.1 Liability

### 9.1 责任

9.1.01 The SUPPLIER is solely liable for any manufacturing defects in the products it supplies. The SUPPLIER assumes the resulting risk from product liability for its goods and services and releases RÖCHLING from third-party claims. The SUPPLIER will be obligated to enter into an adequate product/service liability insurance for its product/service.

9.1.01 供应商对其所供产品的制造缺陷负有唯一责任。供应商承担由其产品及服务而导致的风险，并且使劳士领免于承担因第三方索赔而引发的责任。供应商有义务确保对其产品或服务有足够的产品责任保证。

### 9.2 Deliveries

### 9.2 交付

9.2.01 RÖCHLING expects a SUPPLIER performance level of 100% with respect to quantities and delivery dates, as well as cooperative and flexible response to short-term changes.

9.2.01 劳士领期望供应商在数量和交付日期方面 100%达到要求，并且能在发生短期变化时予以配合并灵活处理。

9.2.02 In case of deviation from its delivery obligations the SUPPLIER bears the resulting costs, for example costs for special freights or production line stoppage at RÖCHLING along with the cost customers of RÖCHLING incur.

9.2.02 如果有违背交货义务的情况，供应商将承担由此产生的费用，例如超额运费或劳士领及其客户停产产生的费用。

### 9.3 OEM Customer Specific Requirements

### 9.3 客户特殊要求

9.3.01 The SUPPLIER is also expected to comply with any terms and conditions imposed on RÖCHLING, by the customer to whom the final products are ultimately being shipped. This includes compliance with any specific forms, documents, procedures, laboratory authorization/certifications,

9.3.01 供应商也应满足任何顾客要求劳士领执行的条款和条件，包括遵守任何劳士领的顾客指定的特殊表格、文件或实验室授权/证明等，供应商也应管理其下一级产品和服务供应商以保证其遵守本手册的要求，同时遵守采购条款及条件和任何额外

etc. specified by any Customer of RÖCHLING. SUPPLIER is also expected to manage its sub-tier suppliers of products and services to ensure compliance to the requirements defined within this manual, Purchasing Terms & Conditions and any additional Customer or plant specific requirements.

的顾客或工厂特殊要求。

## 10 Final Provisions

## 10 最终条款

10.01 Changes or additions to this Agreement, including this Section 10, must be in writing form.

10.01 变更或本协议的附件，包括第 10 部分，必须以书面形式体现。

10.02 Should any of the provisions of this Agreement be partially or totally invalid, this shall not affect the validity of the other provisions; in this case, the partners shall agree a valid provision that most closely approximates the intention of the invalid provision. The same applies to any omissions.

10.02 如果本协议中的任何条款部分或全部失效，将不会影响其他条款的有效性，在此情况下，合作双方应基于原无效条款意图商定新的有效条款。上述情况也适用于其他任何遗漏的条款。

## Signature Page

Party 1	
<b>Röchling Automotive SE</b> Company   公司	<b>Röchling Automotive SE</b> Company   公司
[Place & Date] Place & Date   场所&日期	[Place & Date] Place & Date   场所&日期
[Position] Position   职位	[Position] Position   职位
[Name in Block Letters] Name in Block Letters   名字 (印刷体)	[Name in Block Letters] Name in Block Letters   名字 (印刷体)
_____ Signature   签名	_____ Signature   签名

Party 2	
[Supplier Legal Name] Company   公司	[Supplier Legal Name] Company   公司
[Place & Date] Place & Date   场所&日期	[Place & Date] Place & Date   场所&日期
[Position] Position   职位	[Position] Position   职位
[Name in Block Letters] Name in Block Letters   名字 (印刷体)	[Name in Block Letters] Name in Block Letters   名字 (印刷体)
_____ Signature   签名	_____ Signature   签名

## APPENDIX A

## 附件 A

## A1 Process Capability

A1.01 The SUPPLIER has to verify its production processes with the use of capability studies (machine capability Cm, Cmk, preliminary process capability Pp, Ppk, long term process capability Cp, Cpk) and R&R-Studies on the adopted inspection systems (repeatability and reproducibility). If the SUPPLIER realizes deviations from the agreed specification, it has to optimize its process, while containing the deviation with 100%-checks on product before delivery.

## A1.1 Machine Capability Cm

A1.1.01 The Cm index describes machine capability; it is the number of times the spread of the machine fits into the tolerance width. The higher the value of Cm, the better the machine. The Cmk index is used to study the position of the machine's capability in relation to the tolerance limits, which describes the capability corrected for position. It is not much use having a high Cm index if the machine setting is way off center in relation to the middle of the tolerance range. A high Cmk index means, then, that it is a good machine with a small spread in relation to the tolerance width, and also that it is well centered within that width.

A1.1.02 A1.1.02 Cmk Index shall usually be  $\geq 2,00$  and shall be calculated considering a control chart with typically 50 consecutively produced parts per cavity. Different Cmk target or data collection process can be required

## A1 过程能力

A1.01 供应商必须运用过程能力研究方法验证其过程是否受控（设备能力 Cm，Cmk，始初过程能力 Pp，Ppk，长期过程能力 Cp，Cpk），并须通过 R&R 研究确认其测量系统可接受（重复性和再现性）。如果供应商发现任何偏差，必须优化过程，并且在发货前对产品进行 100% 检验。

## A1.1 Cmk 设备能力 Cm, Cmk

A1.1.01 Cm 指数体现了设备能力,是设备能力相对于公差宽度分布（标准差）的倍数。设备能力值越高，设备越好。Cmk

指数用于研究设备能力相对于公差极限的位置，其描述了针对位置修正的能力。如果设备设置偏离公差带中值，

那么即使 Cm 指数很高，但并不代表设备能力高。高的 Cmk 值意味着一台好的设备，在相对于公差宽度内的分

布很窄，并且位于公差带中心。

A1.1.02 设备能力指数通常应  $\geq 2,00$ ,并且通常应每腔连续取样 50 件，参考控制图的结果来计算。根据不同 OEM 规范

by RÖCHLING based on OEM specification.

要求，劳士领将提出采用不同的设备能力指数目标值或是数据收集过程的要求。

## A1.2 Preliminary Process Capability (Process Performance) Pp, Ppk

## A1.2 Ppk 初始过程能力（过程绩效）Pp, Ppk

A1.2.01 Process Performance Index basically tries to verify if the sample generated from the process is capable to meet Customer CTQs (requirements). It differs from Process Capability (Cp, Cpk) in that Process Performance only applies to a specific batch of material. Samples from the batch may need to be quite large to be representative of the variation in the batch. An example of this is for a short pre-production run or a run@rate.

A1.2.01 初始过程能力指数是验证样品是否出自有能力的过程以满足顾客对质量关键点的要求，不同于过程能力 (Cp, Cpk) 其仅应用于生产特定批次的材料或零件的生产过程，需要一个非常大的样本量来代表此批生产过程的变差，是对一个短期的预生产或节拍生产的过程能力验证。

A1.2.02 Ppk Index shall usually be  $\geq 1,67$  and shall be calculated considering a control chart with 125 produced parts per cavity organized in subgroups of 5 parts each.

A1.2.02 初始过程能力指数通常要求  $\geq 1,67$ ，并且通常应每腔抽样 125 件，分 25 组，每组 5 件，参考控制图的结果来计算。

A1.2.03 Different Cmk target or data collection process can be required by RÖCHLING based on OEM specification.  
If the Index target is not met, products shall undergo a 100% inspection

A1.2.03 根据不同 OEM 规范要求，劳士领将提出采用不同的初始过程能力指数目标值或是数据收集过程的要求。如果 Ppk 不能满足要求，须对产品进行 100% 检验

## A1.3 Long-Term Process Capability Cp, Cpk

## A1.3 Cpk 长期过程能力 Cp, Cpk

A1.3.01 Cpk is an index, which measures how close a mass production process is running to its specification limits, relative to the natural variability of the process. The larger the index, the less likely it is that any item will be outside the specs. A long-term process can be named as capable, if Cpk  $\geq 1,33$ .

A1.3.01 Cpk 是衡量批量生产过程与特性公差限的符合程度，与过程变差的普通原因相关，指数越大，特性值越不可能超出规范要求，如果 Cpk  $\geq 1,33$ ，长期过程将被视为有能力的。

A1.3.02 Different Cmk target or data collection process can be required by RÖCHLING based on OEM specification.

If the Index target is not met, products shall undergo a 100% inspection.

A1.3.02 根据不同 OEM 规范要求，劳士领将提出采用不同的长期过程能力指数目标值或是数据收集过程的要求。如果过程能力指数不能满足要求，须对产品进行 100% 检验。

Last entry in control chart 控制图中的输入	Cpk < 1,33	Cpk ≥ 1,33 / < 1,67	Cpk ≥ 1,67
Out of control process (short term process capability fulfilled) 过程不受控（短期过程能力满足要求）	100%-Check 100%检验	Accept Parts 零件可接受	Accept Parts 零件可接受
Out of control process (short term process capability, each single result of sample between tolerance) 过程不受控（短期过程能力满足要求，但样品的每个测量结果都在公差限内）	100%-Check 100%检验	Accept Parts 零件可接受	Accept Parts 零件可接受
Out of control Process (short term process capability fulfilled, one or more single results of samples out of tolerance) 过程不受控（短期过程能力满足要求，但一个或多个测量结果超出公差限）	100%- Check 100%检验	100%-Check of all parts which were delivered since last ok part  100%检验从已知的最后一批合格零件后的所有零件	Accept Parts 零件可接受

## APPENDIX B

### 附件 B

This agreement is supplemental to the SUPPLIER Quality Agreement (QA) of RÖCHLING. It shall be valid in addition for SUPPLIER located in Asia, delivering material to RÖCHLING facilities located in Asia.

The English text shall prevail.

本协议为劳士领集团供应商质量协议的补充，是其不可分割的一部分，对位于亚太的供应商而言，向位于亚太的劳士领工厂交付材料供应商具有同等约束力。

英文本为准。

### B1 In addition to Chapter 4:

B1.01 The SUPPLIER shall perform a self-audit for all product lines and processes every year. RÖCHLING shall be informed of all audit results below B ranking or equivalent. Upon request of RÖCHLING, the SUPPLIER shall provide all audit results including documentation and action plans.

### B1 除第四章外

B1.01 供应商每年应对所有产品进行自审，劳士领应能获悉 B 等级以下所有的审核结果。应劳士领要求，供应商应提供所有审核结果，包括文件和行动计划。

### B2 In addition to chapter 6:

#### B2.1 Special Characteristics

B2.1.01 Special Characteristics are any product characteristics defined by the SQM, the Customer or manufacturing process parameters identified by the SUPPLIER including government and safety regulations, which have a substantial influence on the:

- (i) manufacturability at RÖCHLING
- (ii) manufacturability at the Customer
- (iii) usage and operation of the product by the Customer
- (iv) compliance with applicable regulations
- (v) compliance to applicable safety requirements

B2.1.02 Special Characteristics are further categorized into:

### B2 除第六章外

#### B2.1 特殊特性

B2.1.01 特殊特性指对以下项目有重大影响的由 SQM 或客户指定的任何产品特性，或者供应商识别的的制造工艺参数，包括政府和安全法律法规：

- (i) 劳士领的可制造性；
- (ii) 客户的可制造性；
- (iii) 客户对产品的使用和操作；
- (iv) 符合适用的规章；
- (v) 符合适用的安全要求；

B2.1.02 特殊特性分为：



	(i) Characteristics not relating to safety or legal considerations	(i) 与安全或法律法规无关的特性；
	(ii) Characteristics with safety or legal considerations	(ii) 与安全或法律法规相关的特性。
B2.1.03	In accordance with the requirements of IATF16949, Special Characteristics shall be identified and specifically addressed in the Design-FMEA, Process-FMEA, Control Plans, Process Flows, work instructions and other associated documents.	B2.1.03 按照 IATF 16949 的要求，特殊特性应在设计 FMEA、过程 FMEA、控制计划、工艺流程图、作业指导书及其他相关的文件中加以识别并特殊控制。
B2.1.04	RÖCHLING requires, that Special Characteristics will be identified on drawings/specifications or in a separate document that cross-references these characteristics to the drawings/specifications. The SUPPLIER is responsible to fully understand the process impact to their product and identify any process parameter Special Characteristics as they deem appropriate. SUPPLIERS are also responsible for ensuring that relevant Special Characteristics are explained, understood and controlled by their sub-SUPPLIERS where applicable.	B2.1.04 劳士领要求的产品特殊特性应在图纸/规范上加以标注，或者在图纸、规范中所引用的包含这些特性的单独的文件中体现。供应商应负责充分理解工艺对其产品的影响，并自行识别对应的过程特殊特性。同时，供应商须负责向其分供方进行解释相关的特殊特性并确保其分供方已理解并控制相关的特殊特性（适用时）。
<b>B2.2</b>	<b>Manufacturing Process Review</b>	<b>B2.2 生产过程评审</b>
B2.2.01	The SUPPLIER is responsible to carry out reviews in their area of responsibility. They must be scheduled in such a way that the results are available on the specified release days (milestones) of the project.	B2.2.01 供应商须负责执行其责任范围内的评估，评估计划需要与项目规定的计划节点一致，且评估结果将作为项目的内容之一。
<b>B2.3</b>	<b>Serial Production Non-Conforming Product/Corrective Action</b>	<b>B2.3 批量生产不合格产品/纠正措施</b>
B2.3.01	In general, any arrangements with third party sources for the purpose of containment and maintaining full production capacity of RÖCHLING production lines, will be the	B2.3.01 一般来说，任何为实施围堵措施和保证劳士领生产线正常生产能力而与第三方进行的任何安排都是供应商启动流程的责任。供应商要定期

responsibility of the SUPPLIER. The SUPPLIER shall keep RÖCHLING informed on a regular basis about the progress in the failure analysis process. In case the SUPPLIER analyzed a claimed non-conformity as not SUPPLIER related or no-trouble-found, the affected parts have to be sent back to the respective RÖCHLING contact person immediately, including all analysis results. Otherwise the parts will be considered as SUPPLIER fault after 6 weeks from initial notification date.

汇报缺陷分析的进程。如果供应商在对被投诉的不合格品进行分析时没有发现任何与供应商有关责任或没有发现缺陷，则相关零件包括所有分析结果要立即发回劳士领的相应联系人。否则在首次发出通知之日起 6 周后，则认为该零件是供应商缺失。

## B2.4 Shelf Life

B2.4.01 Products, which are older than 1 year (date code) on the date of delivery to RÖCHLING if no other period was defined up-front by RÖCHLING, will be returned to the SUPPLIER for replacement. In special cases, RA may require a requalification.

## B2.4 保质期

B2.4.01 如果提供的产品，在交付之日，已经超过一年（日期码），并且如果之前劳士领并没有规定其它的期限，该产品将会退回供应商并要求更换新产品。在特殊情况下，可能会要求重新执行型式试验程序。

## B2.5 Claim Incoming inspection

B2.5.01 If defects are noticed during the incoming inspection, the lot shall be rejected or special released. In case of special release, RÖCHLING deducts 5% claim amount from the payment of this lot. If the lots need sorting by RÖCHLING, the SUPPLIER shall bear the management and the expense of it. The sorting cost per person will be updated according to RÖCHLING finance policy annually.

## B2.5 索赔 进货检验

B2.5.01 如果在进货检验的时候发现缺陷，有权拒收该批货物或选择特采，如果选择特采，将会从该批货物的价款中扣除 5% 作为赔偿金额。如果这些货物需要劳士领进行分选，那么供应商应当承担相关的管理费和工时费，员工每小时挑选费用根据劳士领当年度财务发布为准。

B2.5.02 Based on the quality status of components, RÖCHLING reserves the right to sample check the component quality periodically according to drawing, specification and related laws. If necessary, the checking is to be done by a

B2.5.02 根据零件的质量状况，劳士领保留依照图纸，规范以及相关法律对零件质量进行抽样检验的权利。若有必要，这种检验应当由有资质的第三方进行。如部件质量未能通过检

qualified third party. In case of non-conformances during checking, the SUPPLIER shall bear all the expense.

验，供应商应当承担所有的相关费用。

## B2.6 Production line

## B2.6 生产线

B2.6.01 In case a RÖCHLING production line shuts down, related to a quality issue of the components, SUPPLIER shall bear all the expenses. The unit price per minute for production line interrupting will be updated according to RÖCHLING finance policy annually.

B2.6.01 如果由于供应商提供的零件质量不合格造成了生产线停线。那么供应商应当承担所有损失，停线费用的结算将根据劳士领财务部年度发布的标准自行调整

## B2.7 Product warranty and Compensation

## B2.7 产品保证及赔偿责任

B2.7.01 Poor product quality provided by the SUPPLIER that causes RÖCHLING losses and/or to be in violation of national laws, resulting in a complaint by an OEM to RÖCHLING, vehicle return/change and other economic losses, will be borne by SUPPLIER.

B2.7.01 由于供应商质量问题导致劳士领违反我国法律规定，造成劳士领客户投诉，产生退/换车及其它的经济损失，将由供应商全部承担。

## B3 In addition to chapter 9:

## B3 除第九章外

### B3.1 Supplier changes

### B3.1 供应商的变更：

B3.1.01 All changes should be communicated to RÖCHLING 3 months in advance and requires approval before initiating the change. Required to re-PPAP as directed by the Buyer's receiving site Quality department.

B3.1.01 供应商的任何变更须提前 3 个月通知劳士领工厂，并获得批准后方可实施。必要时根据使用工厂质量部门的要求执行 PPAP 程序。

S/N 序号	The following design and process changes require a change request by initiator: 下述设计和过程的更改应由发起者提出更改申请：	Inform to Customer 通知客户
1	Use of other construction or material than was used in the previously approved part or product 用其他结构或材料替代先前已经批准的零件或产品	Yes 是

2	Production from new or modified tools (except perishable tools), dies, molds, patterns, etc., including additional or replacement tooling 使用新的或更改后的模具生产 (除易损模具), 金属模、浇铸模、木质模等, 包括其它的或替代的模具	Yes 是
3	Production following refurbishment or rearrangement of existing tooling or equipment 现有模具或设备修整或重新安排后的生产	Yes 是
4	Production from tooling and equipment transferred to a different plant location or from an additional plant location 模具和设备更换生产场地后的生产或从其他工厂转移的设备和模具的生产	Yes 是
5	Change of subcontractor for parts, non-equivalent materials, or services (e.g.: heat-treating, plating) that affect customer fit, form, function, durability, or performance requirements 更换零件的供应商、不等同的材料或服务 (如: 热处理, 电镀) 以至影响顾客安装、构成、功能、耐久性 or 性能要求	Yes 是
6	Product produced after the tooling has been inactive for volume production for twelve months or more. 模具停止使用一年或一年以上之后重新开始使用的生产	If necessary 如果需要
7	Product and process changes related to components of the production product manufactured internally or manufactured by subcontractors that impact fit, form, function, performance, and/or durability of the salable product. Additionally, the SUPPLIER shall concur with any requests by a subcontractor before submission to the customer. 与由内部或外部分供方生产的零件有关的、且影响装配、功能、性能的产品和过程的更改, 和/或与可销售产品的耐久性有关的更改。另外, 供应商在提交给顾客之前, 应与其分供方在要求上达成一致	Yes 是
8	Change in test/inspection method – new technique (no effect on acceptance criteria). 试验/检验方法的更改----新的技术 (不影响接收准则) -	Yes 是
9	Change on part design during new project development phase. 新项目阶段提出的产品设计变更	Yes 是
10	Change of package method or delivery label. 包装方式或发货标识变更	Yes 是
11	After product validation or PSW products, production changes more than 20%. 产品验证或者 PSW 认可后, 产量变更超过 20%.	Yes 是
12	Change of production layout 生产布局变更	Yes 是

B3.1.02 If supplier changes raw material or operating process, or manufacturing site, or localize

B3.1.02 对于未经劳士领工程变更流程批准, 或未签署零件提交保证书

parts, or change sub suppliers without RA approval or without PSW resigning, the supplier agrees that 30% of the total price would be deducted by RA from the change date, and the supplier commit to pay 200000CNY to RA for immeasurable loss. And the supplier commits to compensate for all warranty cost caused by supplier quality.

(PSW), 而私自更改原材料和加工工艺、私自异地生产、私自国产化、私自更改分供方的, 一经发现, 供应商同意劳士领从私自更改之日起, 扣除所交付零件货款总额的 30%, 并自愿就因此造成的不可估计损失, 给予劳士领 20 万人民币额外补偿。如果该零件因本身的质量问题, 在市场上产生三包费用, 供应商承诺全额给予劳士领赔偿。

**B3.1.03** After the change (Issued by RA and Supplier), supplier must have clear label with updated vision and for first three batches, supplier must have the special label on the package to show that is the beginning of the engineering change.

**B3.1.03** 工程变更后(劳士领发起的变更和供应商发起的变更), 供应商必须有清楚的标签, 标签上清楚的标致更改后的产品版本。前三批产品, 供应商应该在包装上做额外的特殊的标识去识别变更开始后的产品。贴在包装外侧。

## **B3.2 Miscellaneous Further claims**

## **B3.2 杂项 进一步索赔**

**B3.2.01** Further claims, especially legal claims, are not affected by this agreement.

**B3.2.01** 进一步索赔, 尤其是法定索赔, 不受本协议影响。

## **B3.3 Delayed failures**

## **B3.3 延迟的故障索赔**

**B3.3.01** Should the client of RÖCHLING settle damage outside the time limits and if RÖCHLING cannot avoid these claims, the SUPPLIER shall help arrange a mutually agreed regulation with RÖCHLING in order to arrive in this respect at a cost allocation in line with the responsibility of each party for the causes

**B3.3.01** 劳士领无法避免客户端的延期投诉, 如果该投诉有费用产生, 供应商需要与劳士领一起承担相关方的相应责任。

## **B3.4 Term**

## **B3.4 条款**

**B3.4.01** This agreement comes into effect when it is signed by both parties. It applies for all complaints from RÖCHLING. This agreement can be terminated by giving 12 months' notice.

**B3.4.01** 经双方签署后, 本协议生效。其适用于来自劳士领所有投诉。如果打算终止本协议, 需要提前 12 个月通知。

<p>B3.4.02 Irrespective of this, this agreement shall also apply after it has ended for the settlement of warranty cases that arise in the course of projects for which a contract has been awarded to the SUPPLIER during the term of this agreement.</p>	<p>B3.4.02 无论如何，本协议在终止后，本协议有效期内双方签署的所有相关产品协议对应的质保要求仍然有效。</p>
<p>B3.4.03 Any notice of termination must be sent by registered letter.</p>	<p>B3.4.03 任何终止通知书必须以挂号信形式寄送。</p>
<p><b>B3.5 Dispute Resolution</b></p>	<p><b>B3.5 争议裁决</b></p>
<p>B3.5.01 Any dispute related to this agreement or caused by this agreement, must be resolved by a solution agreed by the two parties. If a compromise can not be found, any party has the right to send the dispute to the court, which administrates the RÖCHLING plant where the dispute can be resolved by suing.</p>	<p>B3.5.01 与本协议有关或因本协议引起的任何争议。双方因友好协商解决，如协商失败，任何一方均有权将争议提交至劳士领汽车配件工厂（争议发生地）所在的有管辖权的法院通过诉讼的方式解决。</p>
<p><b>B3.6 Environmental and Safety Management</b></p>	<p><b>B3.6 环境和安全管理要求</b></p>
<p>B3.6.01 Supplier should conform to the environmental and safety management requirement, such as transportation, rework, operation, construction and so on. Supplier promise to afford the total cost including the potential risk due to supplier don't follow RA's rules.</p>	<p>B3.6.01 供应商遵循劳士领的环境安全消防健康管理要求，包括在送货，返工，作业，施工等过程应遵守劳士领相关工厂的管理规章制度，供应商承诺承担全部由于自身不遵守劳士领规章制度而导致的损失及安全风险</p>
<p>B3.6.02 The hazardous substances prohibited in EU and Chinese laws should not be contained in products supplied to RÖCHLING.</p>	<p>B3.6.02 向劳士领提供产品不得含有欧盟以及中国法律法规限制的有毒有害物质</p>
<p>B3.6.03 RÖCHLING plant shall mean any corporation, partnership, or other business entity of RÖCHLING Group, including [Röchling Automotive SE] and any corporation, partnership, or other business entity controlled by [Röchling Automotive SE] around the world. "Control" shall mean direct or indirect ownership of more than 50% (fifty percent) of</p>	<p>B3.6.03 劳士领工厂是指劳士领集团的任何公司、合伙组织或其他经营实体，包括【Röchling Automotive SE】、以及在全球范围内受【Röchling Automotive SE】控制的公司、合伙组织或其它经营实体，“控制”是指无论是通过拥有表决股份、契约或其他方式直接或间接拥有此实体 50%（百分之五十）以上的表决股份、注册资本或</p>

the voting stock, registered capital or other interest of that entity, whether through the ownership of voting securities, by contract or otherwise, or the power to appoint the manager or majority of members of the management, board of directors or equivalent decision making body.

其他权益，或拥有任命经理或管理层、董事会或同等决策机构多数成员的权力。