

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

Raw Material Supplier
原材料供应商

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06	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 subsidiaries in which RÖCHLING directly or indirectly has a majority stake 同样适用于劳士领此名称的直接或间接控股子公司
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 subsidiaries in which the SUPPLIER directly or indirectly has a majority stake 同样适用于供应商此名称的直接或间接控股子公司

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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 RAW MATERIALS), QA shall prevail.
- 1.02 Subjects of the Agreement are all raw materials 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.

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

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：劳士领汽车集团原材料采购通用条款)
- 1.02 本协议对所有供应商提供的原材料及服务有效。
- 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。

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
- 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

- 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.
- 2.03 Additionally to ISO 9001, further certification according to MAQMSR (Minimum Automotive Quality Management System Requirements) can be applicable.
- 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.
- 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.
- 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.
- 2.07 If the valid certificates or binding schedules for obtaining the 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
- 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。
- 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。
- 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。
- 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。
- 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。
- 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。

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.

- 2.08 如果证书被撤回，供应商应立即通知劳士领。

3 Management Systems of Subcontractors

3 分供方管理体系

- 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.

- 3.01 伴随着整个供应链的预防性质量保证的目标（防错，持续改善），供应商需要确保它的分供方按照 ISO9001 作为最低要求，导入并保持质量管理体系。供应商在选择其分供方时，也要尽量选择按照 ISO 14001 的标准，有建立环境管理体系(EMS) 的分供方进行合作，并且要求有环境方针；

- 3.02 If the SUPPLIER supplies products to be incorporated into RÖCHLING products, it 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.

- 3.02 如果供应商提供的产品会成为 Röchling 产品的一部分，要求它的分供方保持 ISO9001 作为最低要求。并且要求他们做进一步提升以满足 IATF 16949 的要求；

- 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.

- 3.03 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。

- 3.04 The SUPPLIER must extend and demonstrate the observance of OEM-specific, sector-specific and material field-specific requirements to its subcontractors.

- 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。

- 3.05 RÖCHLING can demand the SUPPLIER to prove that the effectiveness of its subcontractor management systems is regularly audited internally. The SUPPLIER shall

- 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。

be held responsible for faults of its subcontractors to the same degree as if the faults were its own.

4 Audit at SUPPLIER or Subcontractors

- 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.
- 4.02 Audits are always carried out after prior notification and consultation. If requested, the SUPPLIER SHALL FACILITATE requests for an audit at short notice.
- 4.03 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.
- 4.04 Necessary and reasonable restrictions to safeguard SUPPLIER business secrets shall be upheld.
- 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
- 4.06 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.
- 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

4 供应商/分供方审核

- 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 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 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 应维护保护供应商商业机密的必要和合理限制。
- 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。
- 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。
- 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

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.

- 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.).
- 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). Self-assessments such as, but not limited to, AIAG CQI-XX, 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.

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。

- 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）。
- 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。

5 Information and Documentation

- 5.01 If it becomes apparent that requirements on quality features, 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:
 - (i) Delivering a new product

5 信息和文件

- 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) Product or packaging changes	(ii) 产品或是包装变更
	(iii) Production methods, equipment, processes and materials (also at subcontractors) changes	(iii) 生产方法、设备、过程及材料（同样适用于分供方）变更
	(iv) Changing subcontractors	(iv) 分供方变更
	(v) Making any changes to test methods or test equipment	(v) 实验方法或实验设备的任何变更
	(vi) Relocating or setting up of production sites	(vi) 生产场地的位置变更或新建生产场地
	(vii) Relocating or setting up of production equipment at the same site	(vii) 在同一生产场地的生产设备位置变更或新设备
	(viii) Delivering of an existing product after more than 12 months production interruption	(viii) 停产 12 个月后的在供产品交付
5.03	and to provide the quality documentation agreed in this regard.	5.03 并提供上述情况相关的质量文件(Re-PPAP/ Re-ISIR)。
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.	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。
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.	5.05 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	The SUPPLIER shall document all the product and process changes in a Product History log and shall submit this to RÖCHLING upon request.	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	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	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），

safety-related and documentation-mandatory characteristics and products, unless differently specified

安全相关产品特性及强制存档特性至少存档 20 年。由于

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.

5.08 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 If the SUPPLIER is put on a special status (e.g. Controlled Shipping Level 2) by an automobile manufacturer, it must inform RÖCHLING immediately.

5.09 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 shall be in the form of quality management plans and/or project management plans.

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/和项目计划。

6.1.02 If the SUPPLIER recognizes that one or more requirements cannot be met, the purchasing department at RÖCHLING must be informed immediately. If there are deviations from the requirements, RÖCHLING will decide and inform the SUPPLIER on how to proceed.

6.1.02 如果供应商意识到一个或多个要求不能满足时，需要立即通知 RA 的采购部门。如果这些要求存在偏差，RA 需要决定并且通知供应商如何处理。

6.1.03 A material delivery specification must be agreed and signed between RÖCHLING and the SUPPLIER.

6.1.03 RA 和供应商需要认可并签订材料出货标准。

6.1.04 A series delivery may only be started once an Initial Sample Inspection Report (ISIR or PPAP) approval from RÖCHLING has been obtained.

6.1.04 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。

6.1.05 Initial Sample Inspection Reports (ISIR/PPAP) have to be submitted

6.1.05 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

according to either VDA or AIAG directives, as per RÖCHLING request. Level 2 PPAP/ISIR with material certificate according EN 10204 3.1 (in its latest revision) and signed material delivery specifications from RÖCHLING and the SUPPLIER is expected, unless otherwise requested.

要求提交。按照 EN 10204 3.1 (最新版) 和 RA 签署的材料出货标准, 供应商需要按照 PPAP II 级/ISIR 提交材料符合性报告, 除非另有要求。

6.1.06 ISIR/PPAP material must be manufactured under full series conditions.

6.1.06 ISIR/PPAP 材料必须按照正式量产状态进行生产。

6.1.07 The ISIR/PPAP approval does not release the SUPPLIER from its liability for defects.

6.1.07 ISIR/PPAP 批准不能免除供应商对于不良品的责任。

6.1.08 RÖCHLING must be granted access at any time to all documents in this Section 6.1 upon request.

6.1.08 需要时, RA 有权力对供应商所有相关文件进行查阅的权力

6.1.09 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.

6.1.09 为了验证生产质量, 在供应商 SOP +90 天期间, 供应商需要安排早期量产的质量控制措施, 退出标准必须得到 RA SQE 的认可。

6.2 Production, Labeling of Raw Material, Traceability

6.2 生产、产品标识和可追溯性

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.

6.2.01 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 If the SUPPLIER is unable to deliver products according to specifications, it must obtain a temporary deviation approval from RÖCHLING Supplier Quality department before delivery.

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。

6.2.03 The SUPPLIER is obliged to label products, parts and packaging in accordance with the agreements made with RÖCHLING. 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.

6.2.03 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。(也可以参考劳士领的物流协议) 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 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 material/parts/products/batches and production data must be guaranteed within 24 hours.
- 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，对缺陷材料/产品/批次和生产数据的遏制措施必须在 24 小时内到位。

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, 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 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 The SUPPLIER must adapt its quality system and its quality assurance measures to this reduced incoming inspection strategy.

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 投诉管理及问题解决

6.4.01 If defects or conditions not according to 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.

6.4.01 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 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.

6.4.02 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 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.

6.4.03 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 At RÖCHLING request, the SUPPLIER must carry out a process analysis or process audit.

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 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 raw material.

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。

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| <p>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.</p> | <p>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> |
| <p>6.4.07 The above-described Complaint Management process is applicable for any issue detected in manufacturing phase.</p> | <p>6.4.07 上述投诉过程适用于在批量生产过程中发现的所有问题。</p> |

6.5 Charge back

6.5 索赔

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| <p>6.5.01 Charges incurred at RÖCHLING through non-conforming product (included but not limited to: deviation from delivery specification, mixed material, mislabeled material etc.), delayed or missed shipments and resulting expedite costs, charges to RÖCHLING from OEMs (caused by non-conforming supplied material), 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>6.5.01 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），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 This is valid for all commercial statuses such as directed, managed, etc. SUPPLIERS, unless otherwise agreed.</p> | <p>6.5.02 除非另有协议，否则该索赔条款对于所有指定的和非指定的供应商均有效</p> |

6.6 Continuous Improvement Process (CIP)

6.6 持续改进过程（CIP）

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| <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>6.6.01 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> |
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6.7 Requalification Inspection, Process Capability Analysis

6.7 年度再验证，过程能力分析

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| <p>6.7.01 Unless otherwise specified, the raw materials delivered to RÖCHLING must annually undergo a requalification inspection, in which all items of the delivery specification are inspected to confirm that they meet their technical, quality, reliability, legal and</p> | <p>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。</p> |
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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 material (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 raw material 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
 - (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-

- 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材料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) 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，批量返工或召回，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

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

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.

(包括升级流程和截止日期) 进行处理。

6.8.04 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, 对问题解决的反馈不够积极, 可以启动供应商升级过程。向供应商通知升级, 升级的步骤, 即 CSL1 (受控发运级别 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 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 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。

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| 7.04 | Unless otherwise agreed, a general reaction threshold of 50 ppm is defined. Threshold is subject for reduction under regular improvement activities. | 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 | 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. | 7.05 | 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 | The SUPPLIER's liability for all defective deliveries remains unaffected by agreed upper limits. | 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 | 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 expected performance and prevent future deviations. | 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。 |
| 7.0.01 | 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. | 7.0.01 | 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

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| 8.01 | The SUPPLIER undertakes to comply with the applicable statutory | 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。 |
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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.

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。

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| 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 prohibited substances. 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 information concerning relevant products, materials and processes. | 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。 |
| 8.04 | 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. | 8.04 | 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。 |

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。供应商有义务对其提供的产品或服务购买产品/服务责任险；

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 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 or documents 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.

9.3.01 供应商也应满足任何客户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的顾客或工厂特殊要求。

10 Final Provisions

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

- 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 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	
Röchling Automotive SE Company 公司	Röchling Automotive SE 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