TITGEMEYER

Quality Assurance Agreement

for suppliers of Titgemeyer Group represented by

- ☐ Titgemeyer GmbH & Co. KG, Hannoversche Str. 97, 49084 Osnabrück, Germany
- ☐ Cirteq Limited, Hayfield Mills, Keighley BD20 8QP, Great Britain
- ☐ Titgemeyer Tools & Automation spol s.r.o., U Vodárny 1506, 397 01 Písek, Czech Republic
- ☐ Titgemeyer GmbH, Brunner Str. 77-79, 1230 Wien, Austria
- ☐ TITGEMEYER CZ spol. s r.o., U Vodárny 1506, 397 01 Pisek, Czech Republic
- ☐ TITGEMEYER POLSKA sp. z o.o., ul. Cypriana Bazylika 17, 98-200 Sieradz, Poland
- ☐ Titgemeyer Skandinavien A/S, Lunikvej 32, 2670 Greve, Denmark
- ☐ Titgemeyer (UK) Limited, A2 Link one Industrial Park, George Henry Road, DY4 7BU Tipton, Great Britain

-hereinafter referred to as "Titgemeyer"-

and

-hereinafter referred to as "Supplier"-

The above parties agree to the terms set out below.

Quality is a key success factor for Titgemeyer in the context of domestic and international competition. If we are to meet the demands and expectations of our customers and continue to deliver high-quality products, we must constantly improve the quality of our products by using a Quality Assurance Agreement (QAA) that aims to achieve our established joint objectives. The QAA shall be binding, with immediate effect, for all existing supply relationships, as well as for the awarding of new contracts in the future. We ask you to forward the QAA to the responsible parties within your organisation in order to ensure proper implementation of the required procedures and methods in accordance with the status of the project. The QAA is an integral part of all contractual relationships with Titgemeyer, and must be strictly observed by Supplier. Quality exists independently of the size of the operation concerned, but it does depend on the methods of quality assurance and process control applied. Appropriate measures must therefore be taken to prevent as far as possible the occurrence of errors, with the goal of achieving “zero defects”. The Titgemeyer Quality Assurance Agreement (QAA) lies at the heart of all business relationships with Titgemeyer and forms an integral part of the purchase agreement.

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Quality Assurance Agreement

1. Preamble

The Titgemeyer vision
"Wow with customer value. Our customers choose us out of conviction, because we are best at meeting their requirements"
demands an understanding, on the part Titgemeyer employees and every company and employee involved in the supply chain, of customers' individual requirements – as well as an ability to implement them responsibly as part of their own processes. Quality specifications agreed with customers must in particular be reliably fulfilled when manufacturing products and providing consultation as well as other services. For these reasons, Titgemeyer seeks to procure only products of impeccable, supplier-tested quality. This requires the application by Supplier of a series of ongoing quality checks based on a recognised system of quality assurance. The reliable achievement of market-driven quality is our common goal. Titgemeyer will give preference to suppliers who successfully implement this agreement. Other requirements include product availability, the ability to supply uniform quality, and fair pricing.

2. Objective and scope

This agreement has been concluded with the aim of establishing a close, long-term supplier partnership to the mutual benefit of the parties concerned. The Titgemeyer Quality Assurance Agreement (hereinafter abbreviated to "QAA") describes the requirements and the process for safeguarding the quality of purchased materials, components, subassemblies and services delivered by Titgemeyer's suppliers. This agreement therefore constitutes the basis, and is an integral part, of the purchase and delivery transactions conducted between Titgemeyer and Supplier under the terms of contracts entered into. Titgemeyer's suppliers guarantee, as part of our joint efforts to ensure that both parties' quality criteria and targets are achieved, that their deliveries shall comply with the corresponding agreements, drawings, standards and specifications. Supplier shall be responsible for the quality of the products it delivers, regardless of whether they have been produced in-house or acquired from third parties. The rights and duties of the contracting parties arising from purchase and delivery transactions, in particular in respect of delivery prices and terms of payment, are subject to separate purchase agreements between the parties concerned. Supplier undertakes to confer the content of this Quality Assurance Agreement to its sub-suppliers. This QAA describes the minimum requirements of the quality management system used by the contracting parties for the purposes of quality assurance. This QAA shall equally apply even if not expressly stated in any orders that are placed.

3. QM system

Supplier operates a certified system of quality management conforming, at a minimum, to the requirements of DIN EN ISO 9001. Moreover, if not already applicable, Supplier shall strive to obtain IATF 16949 certification. Supplier must consistently take into account and comply with the latest national and international developments in this respect, particularly the needs and requirements of the automotive industry in accordance with IATF 16949, as amended from time to time. Supplier undertakes to implement, maintain and further develop an environmental management system conforming to ISO 14001. Supplier shall ensure that those member-companies of its group, both at home and abroad, which have business relationships with Titgemeyer comply with the duties Supplier has assumed on the basis of this QAA. Supplier shall implement the fundamental principles applying to continuous improvement, namely: quality planning in respect of a systematic risk analysis of products and processes; quality assurance applied to ongoing monitoring and any intervention that might be needed; and improvements designed to increase both quality and productivity. Supplier shall appoint a product safety officer for each location and communicate their name to us.

4. Management of sub-suppliers

Unless otherwise agreed, Supplier shall bear sole responsibility for the selection of sub-suppliers. This includes being responsible for the reliable compliance of sub-suppliers with Titgemeyer's quality specifications up to the start of series production, followed by the application of continuous improvements until termination of the relationship with Supplier. Supplier shall be responsible for all tasks associated with the management of sub-suppliers. Supplier shall furthermore bind its sub-suppliers to fulfilling the duties arising from this QAA. Titgemeyer shall be entitled to request documented evidence from Supplier verifying that Supplier has convinced its sub-suppliers of the efficacy of the quality system. Supplier undertakes to apply further measures to guarantee the quality of the products delivered by its sub-suppliers, and to provide Titgemeyer with appropriate evidence on request.
Details concerning sub-suppliers, their production sites, share of the supply volume and the results of sub-supplier audits shall be supplied to Titgemeyer on request. Supplier shall guarantee Titgemeyer rights of access to its sub-suppliers' premises.

5. Information

Supplier shall notify Titgemeyer immediately if there is any likelihood of aspects of the reached agreements (e.g. quality specifications, deadlines, delivery volumes) not being fulfilled. Supplier shall likewise notify Titgemeyer immediately of any and all discrepancies subsequently found to affect items already delivered. In the interests of reaching a swift solution, Supplier shall disclose all the data and facts that are required.

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Supplier undertakes, prior to:

- changing its production processes, procedures and materials (including those of its sub-suppliers)
- changing sub-suppliers
- changing testing methods/equipment
- relocating production sites
- relocating production facilities within a site
- outsourcing operation sequences

to notify Titgemeyer as timely as possible so as to enable Titgemeyer the opportunity to verify whether the envisaged changes are likely to have any negative impact.

6. Audits

Titgemeyer shall be entitled to carry out audits on Supplier's premises to verify whether its quality assurance measures fulfil the demands of Titgemeyer. The audit may take the form of a system, process or product audit. In the event of an escalated case, Supplier shall ensure that requested short-term appointments can be realised. At the same time, reasonable restrictions applied by Supplier in order to safeguard know-how and confidentiality shall be guaranteed. If quality-related problems should arise, Supplier shall offer Titgemeyer the possibility of conducting an audit on the premises of Supplier's sub-suppliers (see Item 4).

Supplier shall be notified of the outcome of the audit. In the event of any anomalies being detected, Supplier undertakes to establish a plan of action (including deadlines) in consultation with Titgemeyer, to implement said plan in a timely manner, and to inform Titgemeyer accordingly.

7. Development - quality assurance prior to series production

7.1. Quality planning

Supplier shall, at all times, implement quality planning under its own responsibility when planning new products. Titgemeyer regards this as the systematic processing of various planning elements. The elements deemed to be requirements in regard to this agreement have been marked below:

- ☐ Contract review (review of the technical documents)
- ☐ FMEA process
- ☐ Definition of key features
- ☐ Process flow diagram with review steps
- ☐ Planning of SPC characteristics
- ☐ Quality control plan
- ☐ Production materials planning
- ☐ Production Trial Run
- ☐ Staff qualification
- ☐ Packaging and conservation planning
- ☐ Supplier-side quality planning (vendor items)
- ☐ Detailed scheduling
- ☐ Planning/monitoring of testing equipment
- ☐ Tolerance study
- ☐ Inspection schedule for pre-production monitoring
- ☐ Methodical implementation of customers' wishes (e.g. using Quality Function Deployment (QFD)
- ☐ Production feasibility study
- ☐ Design FMEA (if Supplier is responsible for design)
- ☐ Measurement concept for pre-production monitoring
- ☐ Statistical test planning

Titgemeyer shall be granted access to planning documents at any time. The following elements require coordination with Titgemeyer: process FMEA, inspection planning, planning of testing equipment, definition of key features and packaging planning. For the purpose of supervision and progress monitoring, Titgemeyer shall be supplied with a schedule plan (containing all of the planning elements) no later than four weeks after the contract is awarded. Supplier shall also nominate a person with responsibility for the project, who must be contactable at all times. The definitive scheduling must be submitted four weeks prior to the initial sample deadline. In respect of standard series-produced parts that have been added to Titgemeyer's range, proof of suitability for processing (Cpk ≥ 1.33) or of processing capability must be submitted.

7.2. Pre-production samples

If working models or prototype parts are required, they must be supplied with a corresponding measurement report. Measuring criteria shall be subject to individual coordination with Titgemeyer's project coordinator. The parts concerned must be clearly marked as prototypes, along with their corresponding article/project designation, drawing number, revision index, production date and Titgemeyer's article/project number.

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7.3. Initial sampling

Where new or modified products are concerned or new or modified tools, materials, processes or production facilities are employed, Titgemeyer shall be provided with initial samples prior to the start of series production.

The initial sampling of parts for the automotive industry shall be carried out in accordance with VDA guidelines or IATF 16949. The complete initial sample inspection report (ISIR) – covering dimensions, materials, function, appearance and performance, and including the safety data sheet – shall be submitted to Titgemeyer's contact person in a sufficient quantity (approx. 5 - 50, samples, subject to agreement). The test report must include all the measurements, features, specifications and inspections and tests to be carried out in accordance with the technical documentation. Non-quantifiable measurements shall be specifically identified as such. The ISIR must clearly show which measurement readings apply to which sample parts. Key (measurable) characteristics are to be included in the initial sample inspection report with details of their process capability indices. Initial sample parts must be clearly labelled "INITIAL SAMPLE", separated from other deliveries and supplied with their own delivery note. Supplier shall store an approved sample, along with copies of the test results recorded by Supplier, until the item concerned is discontinued or modified.

A safety data sheet conforming to 91/155/EEC must be submitted for substances or products containing hazardous substances. The contents of all other substances/products shall be indicated in accordance with VDA guidelines.

Supplier must confirm that its products conform to EU Directive 2000/53/EC ("the ELV Directive") and that they contain no substances subject to declaration as per VDA list 232-101 or substances of very high concern within the meaning of EU Regulation 2006/1907/EC.

Deliveries from series production must not take place until samples have positive approval and their approval has been confirmed in writing by Titgemeyer. All deliveries made up to this moment shall require a specific quantity-based or time-limited approval from Titgemeyer.

7.4. Requalification

Within scope of series delivery, an annual requalification needs to be carried out without request, unless otherwise agreed. The results need to be made available at any time upon request by Titgemeyer. Special requirements of the end customer are to be considered accordingly and, if necessary, to be requested from Titgemeyer.

8. Complaints procedures

Complaints sent from Titgemeyer to Supplier shall typically be submitted by e-mail.
Reasons for such complaints might include, without being limited to:

- Surface-finish and paint defects
- Malfunctions
- Dimensional deviations
- Quantity anomalies
- Failure to fulfil schedules
- Incorrect labelling / attributes
- Packaging not to specifications
- Damage in transit
- etc.

If defective products are supplied, Supplier undertakes to remedy the situation immediately (by replacement/special delivery, re-machining or re-sorting). Supplier shall use a corresponding form (8D) to document the steps taken and measures applied to resolve the problem. Form 3D must be completed and submitted to Titgemeyer within 24 hours (10 working days in the case of Form 8D). Supplier shall immediately take remedial action at its own site, at Titgemeyer and, if necessary, at the corresponding customer's site. Depending on the extent of the problem, stricter shipping and inspection measures, or remedial action, shall be undertaken at Supplier's expense.

In order to maintain production operations and its ability to deliver, Titgemeyer reserves the right to re-machine or separate defective products at Supplier's expense; third parties may also be engaged to do so. Supplier shall meet the costs arising in such instances. Within scope of complaint processing, Titgemeyer reserves the right to charge a lump sum for processing expensed incurred in the amount of 200,00€. This is independent of further costs for sorting, rework, expenses at the end customer, special transportation etc..

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8.1. Procedures for approving products and production processes

Before commencing delivery from series production, Supplier shall, unless otherwise agreed, carry out, on request, product and production approval procedures in accordance with VDA Volume 2, in the form of an ISIR (initial sample inspection report), but also a PPAP. Supplier must provide evidence, in an agreed format, in respect of suitability and capability.

Supplier shall provide - in a timely manner, to the agreed extent and before series production begins - initial samples produced under series-production conditions. Series production may only commence after Titgemeyer has issued its approval.

8.2. Suitability for processing

With regard to the characteristics, Supplier shall conduct process planning (work plans, test plans, production resources, tooling, machinery, etc.). With regard to the function-critical and process-critical characteristics, Supplier shall verify the suitability of production facilities and document the outcomes. Product quality shall be monitored through regular internal/external audits.

"Special characteristics" that have been identified and agreed on by Titgemeyer and Supplier must, where applicable, be subjected to statistical process control.

Suitability for processing is to be determined and documented for special characteristics (see VDA vol. 4, part 1 and/or the SPC manual). If no other specifications are available, compliance with the following values shall be required:

Type of investigation	Designation	Suitability
Short-term suitability for processing	MFU	Cmk ≥ 1.67
Provisional suitability for processing	PFU	Ppk ≥ 1.67
Long-term suitability for processing	PFU	Cpk ≥ 1.33

If the above-mentioned value is not achieved, Supplier must fully (100%) test the parts and document the same prior to despatch until the cause has been determined and remedied. In the event of processing errors or quality-related anomalies, Supplier shall analyse the causes, implement improvement measures and verify their effectiveness.

9. Agreements regarding products and processes

The products must be of the agreed or warranted characteristics (e.g. regarding specifications, data sheets, drawings, samples). Supplier shall immediately verify whether a description provided by Titgemeyer (e.g. as a specification, list of requirements, data sheet, drawings) is manifestly incorrect, unclear or incomplete, or if it obviously deviates from the specifications. Should Supplier determine that this is the case, Supplier must notify Titgemeyer in writing immediately prior to commencing the manufacturing process or carrying out the service in question.

10. Production documents

Titgemeyer shall provide Supplier with a set of verified, current documents. These can include:

- Drawings
- Parts lists
- Test instructions, and
- Titgemeyer standards

References to the relevant documents must be included in written enquiries and orders. If a document should be amended, the new version will be made available to Supplier.

Supplier undertakes to create and maintain the documents required for the processes for which it is responsible. These can include:

- Work schedules
- Test plans
- Test records for production batches
- Processing parameters for production batches
- Materials used for production batches, and
- Production-batch materials certified in accordance with DIN EN 10204 2.2 or 3.1

Titgemeyer shall have the right to inspect these items at any and all times.

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11. Series production, documentation, labelling/marking of products

Supplier shall maintain a record of the quality-assurance measures that have been undertaken, in particular those concerning measurement readings and test results, and shall store such records, along with product samples agreed to with Titgemeyer, in a manner that allows their easy retrieval. The duty to retain documents and records on file shall remain in force for at least 15 years.

Any modifications to the product and the process sequence shall be recorded by Supplier in a product life cycle log and presented to Titgemeyer on request. Supplier shall grant Titgemeyer access to these records and also hand over any samples on request.

Supplier shall manage the handling of data and documents (including external documents such as industrial standards and customer drawings) in procedural instructions and implement these effectively. The QAA shall reduce Supplier's need to send series-production documentation – which can be agreed upon individually – with each delivery.

12. Packing, identification, traceability

Supplier shall deliver the products using suitable and – to the extent agreed – exclusively by means of transport approved by Titgemeyer in order to prevent damage and/or quality impairments (e.g. caused by contamination, corrosion or chemical reactions, etc).

Supplier undertakes to mark and label products, parts and packaging in accordance with corresponding agreements entered into with Titgemeyer. Supplier must ensure that the labels and markings used for the packaged products remain legible when in transit and during storage. Supplier undertakes to guarantee the traceability of the products that it delivers. If an anomaly is detected, the traceability and limitation of the defective parts/products/batches, etc. must be guaranteed.

If Titgemeyer provides Supplier with manufacturing and/or testing equipment, especially resources and equipment relating to the procurement of deliveries, these items are to be clearly marked as the property of Titgemeyer. Supplier shall be responsible for their integrity and correct operation, and shall arrange for maintenance and repair as well as insurance cover for said items.

13. Titgemeyer quality standards

In the same manner as Titgemeyer does for its own customers, Supplier undertakes to strive towards zero defects for Titgemeyer. If zero defects are not achievable in the short term, Supplier shall propose temporary upper limits for error rates as interim targets as well as a course of action and shall coordinate with Titgemeyer. The undercutting of agreed upper limits shall not release Supplier from its obligation to process all complaints or from continuing the policy of continuous improvement. Titgemeyer shall monitor Supplier's quality-related performance by way of regular supplier evaluations. Supplier will nevertheless also be expected to monitor its own quality-related performance.

For a period of 24 months, Supplier shall furthermore guarantee that all products that are merely incorporated into Titgemeyer products or marketed directly without modification shall be free of any defects that might arise from material defects, design faults or incorrect processing. The aforesaid period shall commence from the moment that Titgemeyer takes receipt of the products.

Incoming goods inspections at Titgemeyer shall be limited to a visual inspection of the products for signs of external damage while in transit as well as to determining compliance with the quantity and identity of the products ordered, at a minimum on the basis of the shipping documents. Any and all resulting claims shall be reported immediately.

If a defect is not detected immediately upon delivery, Supplier shall waive any and all right to object to late notification of defects within the above-mentioned warranty period. Supplier undertakes to align its quality management system and quality assurance measures to this reduced incoming goods inspection format. If Supplier should ever be unable, under exceptional circumstances, to deliver products conforming to specifications, it must obtain special approval from Titgemeyer before carrying out the delivery. Supplier shall, to the full extent possible and on its own responsibility, heed any and all advice provided by Titgemeyer in respect of improving the quality of the products by amending its manufacturing process and quality assurance processes. If the delivery of products not conforming to specifications threatens to result in production stoppages on Titgemeyer's premises or those of its customers, Supplier shall, in consultation with Titgemeyer, be required to find remedies in the shape of appropriate immediate emergency measures (e.g. replacement deliveries, additional sorting, reworking, express deliveries, etc.) to be borne by Supplier. Supplier shall then immediately carry out an error analysis, during which Titgemeyer shall assist Supplier if required and within the bounds of its possibilities. Products subject to a complaint shall be returned to Supplier. Supplier undertakes to analyse all anomalies and notify Titgemeyer at short notice of the cause of the anomaly, the instituted remedial action and preventive measures applied and an indication of their effectiveness. Delivery deadlines based on delivery times agreed between Titgemeyer and Supplier must be strictly observed. If exceptional circumstances make it impossible to meet a deadline, Supplier must notify Titgemeyer immediately in writing or by telephone as soon as Supplier realises that such a delay might be possible. Supplier must, at the same time, propose a new delivery date. This shall not affect Supplier's liability for defects or damage claims arising from faulty deliveries.

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14. Product liability

Should a product delivered by Supplier cause any form of damage, Supplier shall be liable, under the statutory provisions, to the extent that the product so supplied is the cause of the damage.

Supplier shall, to this extent, expressly indemnify and hold Titgemeyer harmless for any and all liability arising from products supplied by Supplier. Supplier undertakes to maintain product liability insurance with cover amounting to at least €5 million per case of personal injury or material loss and damage. It shall cover not only the extended product risk (including loss or damage incurred outside Germany and vehicle recalls), but also the risks arising from any waiving of objection to the delayed notification of defects.

Supplier must be able to provide Titgemeyer with evidence, on request, of the existence and maintenance of said insurance. Supplier shall notify Titgemeyer immediately if this insurance cover is amended or cancelled.

15. Health and safety and environmental regulations (RoHS, REACH)

Supplier undertakes to observe the statutory provisions governing the environment as well as occupational health and safety and to minimise the impact of its occupational health and safety/environmental activities on human health and the environment by suitably organising its health and safety and environmental protection measures. In this context, the implementation and ongoing development of a system of occupational H&S and environmental protection management will be of benefit (see Item 3, ISO 14001). Supplier undertakes to comply with the requirements of RoHS EC Directives 2002/95/EC, REACH Regulation (EC) no. 1907/2006, 2002/96/EG (WEEE), 2000/53EG (EoLV) and 2018/851/EG (SCIP). If requirements should make an exception necessary, this must be reported in writing to Titgemeyer specifically and for each individual case.

16. Product Safety & Conformity Representative (PSCR)

We are obliged, in accordance with current customer requirements (such as those of VW), to obtain the following data regarding our suppliers and the supply chain as a whole. Under the terms of Item 26, we ask you to designate a product safety officer (PSCR) and deputy PSO for your company and to confirm that your own sub-suppliers do the same.

We ask you to enter and confirm the required data in the form and to return the form to us without delay.

If no PSCR is available, the corresponding managing director shall assume responsibility and be designated as such in Item 26.

17. Confidentiality

The contracting partners shall hold in confidence and treat as company secrets all commercial and business information belonging to the respective other contracting partner – to which they might become privy in the course of this agreement or the commercial relationship with each other – which is not in the public domain and not designated for disclosure to third parties and undertake not to disclose the same, whether in whole or in part or directly or indirectly, to any third parties, and to use such information solely and exclusively for the purposes of this agreement. This provision shall remain in force after this agreement has ended.

18. Articles covered

The QAA shall apply to all parts, components and services that Supplier delivers to Titgemeyer.

19. Validity and duration

This Quality Assurance Agreement (QAA) shall come into force upon being signed by both contracting parties and be valid for an indefinite period. It shall thus form an integral part of each ordering procedure and may be terminated subject to a period of notice of six months being served to the end of a calendar year. This shall not affect the right to serve immediate notice of termination for cause. Notice of termination must be made in writing.

20. Supply Chain Due Dilligence Act

The legal requirements of the Supply Chain Due Dilligence Act must be taken into account. Titgemeyer needs to be informed of any deviations as soon as they become known.

21. Written form requirement; severability clause

Any and all amendments and/or additions to the agreement must be made in writing in order to be effective. This agreement is subject to the laws of the Federal Republic of Germany. Should any of the provisions of this agreement be or become, whether in whole or in part, invalid or unenforceable, this shall have no effect on the validity of the agreement as a whole. In the event that any provision is found to be invalid or unenforceable, an appropriate lawful regulation shall apply which reflects, as closely as possible, the original spirit or intent of the agreement, had the contracting parties considered it at the time of concluding the agreement.

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22. Underlying standards, guidelines, directives and agreements (as amended from time to time)

- DIN EN ISO 9001
- DIN ISO 2859 Sampling procedures for inspection by attributes
- DIN ISO 3951 Sampling procedures for inspection by variables
- DIN EN 10204 Certification of material testing
- DIN 55350 T.13 Quality testing certificates
- VDI/VDE/DGQ 2618 Instructions for the monitoring of testing equipment
- DGQ document no. 13-39 Monitoring of testing equipment
- VDA: Quality management in the automotive industry, volumes 1 to 7 Verband der Automobilindustrie e.V. (VDA, German Association of Automobile Manufacturers)
- Recommendation no. 4902 of the VDA
- IATF 16949
- Titgemeyer's Terms and Conditions of Purchase
- EU Directive 2000/53/EC (End-of-life Vehicles)
- VDA list 232-101
- EU Directive 2011/65/EU (RoHS Directive)
- EU Directive 2006/1907/EU (REACH Directive)

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23. Contact persons

Supplier:

Name	Department	Telephone number	Email

Supplier:

I hereby confirm the validity of the Titgemeyer Quality Assurance Agreement

Place	Date, signature (legally binding)	Name in BLOCK CAPITALS and company stamp
	Position	
	Date, signature (legally binding)	Name in BLOCK CAPITALS and company stamp
	Position	

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24. Code of Conduct for Suppliers of the Titgemeyer Group

The Titgemeyer Group recognises its social responsibility in open and fair world trade and is committed to observing the principles of social responsibility. It supports and encourages its suppliers to apply these in their own business policies and to take them into account. It sees this as a favourable basis for the future expansion of business relations.

The following Titgemeyer Code of Conduct defines the principles and requirements for suppliers of goods and services with regard to their responsibility for people and the environment.

1. Legal compliance
   The supplier is obliged to comply with all applicable legal provisions of the respective legal system(s).
2. Prohibition of corruption and bribery
   Any form of corruption or bribery will not be tolerated, nor may the supplier engage in it in any way.
3. Observance of human rights
   The supplier is obliged to respect internationally proclaimed human rights and to promote:
   – Equal opportunities in employment and no discrimination, unless national law requires selection according to certain criteria.
   – Equal treatment of all employees, regardless of gender, race, skin colour, disability, origin, religion, age or sexual orientation.
   – Respect for the personal dignity, privacy and personal rights of each individual.
   – Prevention of unacceptable treatment such as mental hardship, sexual or personal harassment or discrimination.
   – Prohibition of forced or involuntary labour.
4. Labour conditions
   The supplier guarantees:
   – Adequate compensation that at least meets national legal standards or the level of national industry standards.
   – Adherence to national regulations and agreements on working hours and paid holidays.
   – Adherence to legal and collective agreement regulations on working hours, including overtime.
   – The implementation of a comparable code of conduct for all employees of the company.
   – Adherence to ethical principles in the recruitment process.
   – Recognising the freedom of association of employees, insofar as this does not conflict with national laws.
   – Compliance with the ban on child labour and compliance with the applicable age regulations.
5. Health and safety
   The supplier shall guarantee occupational health and safety in accordance with national regulations.
   – A continuous improvement of the working environment is supported.
6. Environmental protection
   The supplier is obliged to comply with:
   – International, European and national environmental standards.
   – Implementation and application of an appropriate environmental management system.
   – Greenhouse gas (GHG) emissions reporting.
   – Use of renewable energies and increased energy efficiency.
   – Sustainable water quality, consumption and management.
   – Improvement of air quality.
   – Sustainable resource management.
   – Reducing waste and promoting reuse and recycling in line with the circular economy (KrWG § 7).
7. Supply chain and responsibility
   The supplier shall ensure that its own suppliers comply with the Code of Conduct.
8. Transparency and competition
   – Financial responsibility and disclosure of relevant information.
   – Fair competition and compliance with anti-trust regulations.
   – No use or trade in counterfeit parts.
9. Data protection and intellectual property
   – Protection of personal data and compliance with the applicable data protection regulations.
   – Protection of intellectual property and trade secrets.
10. Sustainability and ethics
   – Decarbonisation and reduction of the carbon footprint.
   – Protection of biodiversity, sustainable land use and prevention of deforestation.
   – The supplier undertakes to comply with the requirements of the EU Deforestation Regulation, particularly in relation to raw materials associated with a risk of deforestation (e.g. timber, rubber, soya, cocoa, coffee, palm oil, beef).
   – The supplier shall ensure that the products supplied are deforestation-free and have been produced legally in accordance with the requirements of the country of origin.
   – The supplier shall provide all information required for EUDR compliance for each relevant delivery, in particular:
      – Geolocation data for cultivated areas (including polygon or coordinate data)
      – Traceability right down to the individual plot or plantation
      – Supplier and batch information

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- The supplier undertakes to assist the customer in fulfilling the EU due diligence obligations, including the provision of all necessary data in a suitable format.
- Limiting noise emissions.
- Respect for animal welfare.

11. Ethics Escalation („Whistle-Blowing“)

The supplier shall support the establishment of secure mechanisms for reporting misconduct or violations of this agreement.

This quality assurance agreement serves to ensure ethical, social and environmental standards within the supply chain.

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25. Supplier's declaration (Code of Conduct)

Company name, address

We hereby confirm that:

- We undertake to adhere to the principles and requirements of this Code of Conduct in addition to our existing duties arising from the delivery contracts.
- We agree that this declaration is subject to the laws of the Federal Republic of Germany (or the laws of the country for which it is relevant), to the exclusion of standards referring to other jurisdictions.

Place, date

Signed

Full name (in BLOCK CAPITALS, position)

Company stamp

This document must be signed by a duly authorised representative of the company and returned to Titgemeyer GmbH & Co. KG or its representative within ten working days of receipt.

TITGEMEYER

Quality Assurance Agreement

26. Return form: requirement for a product safety officer

To

Titgemeyer GmbH & Co. KG
Hannoversche Str. 97
DE- 49084 Osnabrück

Your vendor number: _____

Company name: _____

Address: _____

Town/city + postcode _____

Product safety officer (PSCR)

First and last name: _____

Tel./ E-mail: _____

Position within organisation _____

Officially qualified by

☐ TÜV ☐ DEKRA ☐ Other: _____

Deputy

First and last name: _____

Tel. / E-mail: _____

Position within organisation _____

Is the requirement passed on to a PSCR in your own supply chain and do you verify this?

☐ Yes ☐ No

We hereby confirm that this information is true and correct

_____
Date, place

_____ _____
Name in BLOCK CAPITALS Stamp and signature