

# **Quality Assurance and Environmental Agreement**

between

**Fahrzeugwerk Bernard Krone GmbH & Co. KG  
Bernard-KRONE-Straße 1  
49757 Werlte, Germany**

hereinafter referred to as KRONE

and

**XY Company  
15 Anywhere Street  
45678 Anytown**

hereinafter referred to as the Supplier,

also referred to jointly as "the Parties".

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## 1. Preamble

KRONE sets the highest standards for both the quality of the products it uses and the environmental sustainability of their manufacture. Only thus can KRONE satisfy its customers' expectations about the outstanding quality of its products.

Since parts purchased from our suppliers decisively influence the above-mentioned goals of impeccable quality and environmentally friendly production, KRONE and the Supplier agree that the Supplier has a similar obligation towards KRONE to maintain an appropriate standard of quality and manufacturing in the parts he delivers. This makes the quality and reliability of its products a crucial factor for KRONE in the awarding of orders. The high quality and reliability of technical products can only be achieved if cooperation between the contracting parties is attuned to the Parties' mutual needs in a spirit of partnership, the quality management system is applied consistently over the long term, and continuous improvements are implemented.

The quality and environmental agreements detailed herein contain rules for suppliers and KRONE to ensure and optimise a partner-like collaboration and the envisaged "zero-defect" quality. Consistent pre-planning for quality, introduction of the necessary measures in production, effective series control, skills training and retraining of personnel and constant optimisation by means of a continuous improvement process are indispensable prerequisites for pursuing the zero-defect target. The focus of these measures must be consistent error prevention. This means that all structures and processes in the Supplier's quality management must be configured to systematically avoid or – where applicable – immediately identify departures from specifications.

The companies associated with KRONE as defined by §§ 15 ff. AktG (German Stock Corporation Act) and KRONE's system suppliers that have been designated in writing to the supplier by KRONE are, in the sense of a genuine contact for the benefit of third parties, entitled to apply the regulations of this QSV to the supplier. The system suppliers currently designated are listed in **Annex 1**. KRONE shall be entitled to unilaterally make additions to or amend this attachment. The amended attachment shall be sent to the Supplier. However, system suppliers neither have the right to designate additional system suppliers nor are their associated companies covered by this agreement.

KRONE shall be entitled to pass on information to companies affiliated with KRONE as stipulated in §§ 15 ff. of the German Stock Corporation Act (AktG) and named system suppliers.

## **2. Scope of application**

This quality and environmental agreement applies to all deliveries by the Supplier and supplements other mutual agreements. The provisions of this agreement take priority over the provisions of the KRONE Group's purchasing conditions. If particular conditions cannot be legally enforced, the remaining sections of the agreement will remain binding.

## **3. Quality and environmental agreements**

### ***3.1. The supplier's quality management system***

The Supplier will manufacture and inspect contractual items according to the rules of the required quality management system and the current state of the art. The supplier commits to safeguard the quality of the products supplied to KRONE by applying and maintaining, under their own responsibility, a quality management system based on DIN EN ISO 9001 and certified by an accredited certification company, or by permanently adopting and proving such a system up to an agreed date. As an alternative to this arrangement, KRONE suppliers can be classified as approved suppliers if the Supplier demonstrably meets the requirements of the authorising departments (Purchasing, Technical Development, Overall Logistics, Quality Management, etc.) (e.g. through an audit).

The Supplier must develop its sub-suppliers' QM system with the aim of ensuring that these sub-suppliers fulfil its requirements in terms of DIN EN ISO 9001. If the Supplier receives advance supplies (materials, software, services, production and/or testing equipment) for quality management purposes and/or to manufacture the contractual items, the Supplier will safeguard the quality of such advance supplies either by its own resources and/or by contractually integrating the sub-supplier into the Supplier's quality management system.

### ***3.2. Environmental management***

The legal requirements and threshold values are to be fulfilled as the minimum requirements for all processes and service provision. KRONE recommends the implementation of an environmental management system in accordance with DIN EN ISO 14001. Companies with surface technology (electroplating and spray-painting plants) are required to obtain DIN EN ISO 14001 certificates or validation under the EMAS. The Supplier must be able to prove that all relevant environmental regulations have been identified, that the effects on its organisation are known and that environmental regulations are complied with on an ongoing basis.

### ***3.3. Audits of the Supplier by KRONE***

KRONE may conduct audits at its own expense to evaluate the Supplier's quality management system and processes for manufacturing contractual items. If necessary in the course of its deliveries, the Supplier must also enable audits of its sub-suppliers. KRONE reserves the right to visit such sub-suppliers insofar as checking the existence and functioning of the quality management system and the assessment of the sub-supplier's manufacturing processes require this.

During such audits and tests, KRONE is entitled to inspect the Supplier's relevant documents and notes. During these audits, the Supplier will make all necessary documents and information available to KRONE and will provide answers to all questions raised by KRONE. KRONE will announce the visit of its agents in a timely manner. In case of unexpected errors and incidents, KRONE reserves the right to conduct a visit that is coordinated on short notice (within a few hours). The Supplier undertakes to implement any measures determined and agreed after consultation as part of a system or process audit within the agreed time schedule.

### 3.3.1. System and process audit

KRONE is entitled to evaluate the supplier's quality management system by conducting a QM system audit in accordance with DIN EN ISO 9001. The Supplier will grant the KRONE agent entry to its operating facilities and plant to the extent required to check the existence and functioning of the Supplier's quality management system and production resources.

The Supplier will likewise permit KRONE to audit processes at its operating facilities. To this end, KRONE shall be granted entry to all production-related premises and plants of the supplier. Process audits will be carried out in accordance with "VDA 6, Part 3 - Standard".

### 3.4. Product requirements and notice of quality changes

KRONE will inform the Supplier in a timely manner and in writing of changes to its requirements concerning contractual items. The Supplier is obliged to inform KRONE of planned changes to a product and/or process, e.g. in relation to raw materials, manufacturing processes, manufacturing sites, vendor parts, test processes etc., if these have the effect of reducing the reasonably assumed (expected) and/or guaranteed quality of properties of the product itself and/or other products within a component assembly installed by KRONE, in cases affecting

- their safety,
- on the function,
- on the service life,
- performance,
- general mounting capability or producibility,
- maintenance conduct,
- repair conduct,
- conduct in relation to environmental conditions,
- conduct in relation to deployment conditions

conditions. The Supplier will take suitable measures to investigate these aspects before introducing the planned changes. The information must be supplied sufficiently early and in sufficient detail for KRONE to examine its full implications and notify of any objections before the respective changes to the contractual items are implemented. Information about future changes should only be sent to this e-mail address [aenderungsdienst.nfz@krone.de](mailto:aenderungsdienst.nfz@krone.de). All relevant changes require written approval by KRONE.

The supplier shall furthermore coordinate adequate lead times with KRONE so that all the necessary measures (trial installation, sampling, suitability and function tests, validations etc.) can be taken. The Supplier will make the necessary sample parts available to KRONE. Other provisions in relation to these sample parts can be found in Chapter 3.5.

If the supplier implements "non-backwards compatible parts" (materials, components, etc., the use of which requires an additional change/adjustment to other materials in KRONE products or KRONE processes), the required measures for implementation will be mutually determined and an initial deployment date will be coordinated and ensured by the supplier.

### 3.5. Sampling

KRONE will define the scope of the necessary sampling for project introduction at KRONE. The Supplier must confirm all agreed specifications in an initial sample test report in accordance with VDA Volume 2 ("Ensuring the quality of supplies"). With regard to the type of sample, a distinction is made between initial samples and "other samples". Even if KRONE does not have the design authority, the supplier must comply with the requirements defined during sampling and furthermore has full responsibility for the quality and operational suitability of the products delivered to KRONE.

### **3.5.1. Initial samples / Other samples**

Initial samples are products and materials manufactured entirely with serial-production resources under serial-production conditions. The initial samples must be supplied according to the technically agreed documents. If the technically agreed state is not achieved, the sample may only be delivered if a written deviation permit from KRONE concerning the deviations is attached to the initial sample test report. Expenses incurred by additional sampling loops resulting from circumstances for which the supplier is responsible will be charged to the supplier. The stated number of samples in an order of initial samples must be delivered in full. The packaging and delivery documents must be clearly labelled with the words "INITIAL SAMPLE" and the recipient at KRONE.

Other samples are products and materials that have not – or not entirely – been manufactured under serial conditions (e.g. prototype components). Such samples likewise require the completion of an agreed test or measuring report. The Supplier must agree on the scope of the measurements and the report in consultation with KRONE. The packaging and delivery documents must be clearly labelled with the word "SAMPLE" and the recipient at KRONE.

### **3.5.2. Test certificates for samplings**

A sample consignment must be accompanied by the fully completed cover sheet of the test report on the (initial) sample and all required documents, certificates of proficiency etc. The type and scope of the test certificates to be included with the samples will be individually determined by KRONE in coordination with the supplier. Sample deliveries not accompanied by a full test report or with missing test certificates and documents are deemed ineffective. They will be returned at the supplier's expense and will entitle KRONE to optionally curtail or retain the invoiced sum.

### **3.6. Complaints about quality ("0km" claims)**

The Supplier will contact KRONE within one working day after the communication of all defective material notices by KRONE as part of a "0km" claim or following the Supplier's own discovery of defects in contractual items already delivered to KRONE. The supplier must take the necessary urgent measures and additional corrective measures in response to any complaints, such as recommending, coordinating, and executing improvements in the manufacturing process, materials, parts, test methods, test devices, etc. to prevent additional complaints over the long term.

In the event of KRONE requesting an 8D problem-solving process, the Supplier will answer KRONE within one business day after the complaint to KRONE in an initial response by means of an 8D report; otherwise the information will be provided immediately and in the form of a complete 8D report:

- The responsible contact person and problem-solving team,
- Immediate measures to ensure availability of only fault-free products for
- KRONE and the greatest possible degree of damage limitation,
- Preliminary description of the problem from the supplier's perspective,
- Arrange for a provisional schedule to permanently solve the problems with KRONE while taking into account the information known at this point in time

Depending on the actual situation, the extent of the required analysis and coordination work, the supplier undertakes to hand over a complete 8D-Report that has been coordinated with KRONE as soon as possible after the initial feedback.

Additional costs incurred by KRONE (e.g. reworking, dismantling, mounting, sorting, etc.) as part of the processing of a justified claim as a "0km" claim will be charged to the Supplier as the instigator of these costs.

Necessary measures for damage containment must be implemented and/or ordered promptly by the supplier. Depending on the arrangements between the parties, this work can be performed by external service providers that are authorized by KRONE to do so, or it can be performed by KRONE itself. The supplier shall bear the costs that this incurs. After consultation in urgent cases, or if the Supplier is behind

schedule in fulfilling its obligations, KRONE is entitled to remedy the defects itself at the Supplier's expense, or to have them remedied by third parties, or to procure replacements.

Further corrective measures will be devised and implemented by the Supplier to ensure that the rejection of the item is avoided in the long term. KRONE reserves the right to examine the measures and reworking. KRONE can require the following additional immediate measures:

- 100% inspections of the rejected contractual objects for stipulated characteristics, to be performed by the supplier on their premises,
- Mailing of proof (e.g. test records, analysis reports etc.) of compliance with the measures and/or the required specifications,
- a 100% inspection of KRONE's inventory and any external storage locations that it may have, conducted by the supplier,
- Reworking and/or substitution of stocks at KRONE and - if necessary - its external storage locations.

Should the defined measures to resolve rejected items prove insufficiently effective, and/or should further quality problems arise repeatedly, KRONE will support the Supplier with a quality discussion. In the discussion, measures taken to date by the Supplier and further suggestions for improvement will be discussed with the Supplier. The parties will also jointly determine which measures should be taken to permanently eliminate the rejected items. The agreed measures will be documented in an action plan with deadlines. KRONE can further support such measures by means of audits – even if the relevant contractual items consist of merchandise. This must be ensured by the Supplier.

In the event of failure to achieve the defined scope, deadlines and sustainability of the stipulated measures to ensure product quality, the supplier will be informed of the continued deviation from these targets and classified as a C-grade supplier (see Chapter 5). KRONE reserves the right to introduce – in consultation with the Supplier – an additional inspection process to monitor the critical scopes. The additional costs arising from these measures will be charged to the Supplier.

A consignment of rejected parts may only be delivered to KRONE after KRONE has issued a written deviation permit. The Supplier must apply for the permit, giving an exact description of the reason for rejection. Such deliveries must be specially labelled.

### **3.7. Quality documentation**

In the course of serial production, the Supplier must continuously check and record compliance with required values for critical safety, functional and assembly characteristics as well as characteristics affecting statutorily prescribed values ("special characteristics"). The Supplier and production batch must be clearly marked on consignments with such characteristics so that any defective consignments can be reliably traced. The Supplier will take suitable measures to ensure that necessary further information is documented in its company in order to ascertain without delay, in the event of a defect, which products could be affected.

The Supplier will store items that provide evidence of its quality management measures, especially initial sample documents, skills training and retraining records for staff and related samples, for up to 3 years after discontinuing spare-part production, but for a minimum period of 25 years. If KRONE requests to view all quality-related documentation, the supplier must honour this. If required, subsequent further testing of the Supplier's reference samples (i.e. initial sample inspection) will be mutually agreed after consultation between the Parties depending on the particular circumstances and performed either by joint inspections or through an external inspection authority (for instance at the Supplier's premises, at KRONE or at an external lab). Moreover, the supplier accepts to assist KRONE in the evaluation of the documentation and the samples. The documentation, in the form of a copy if necessary, will be promptly handed over to KRONE upon request, in all cases no later than within 2 working days. This particularly applies to product characteristics for which proof of the statistical capability was required and/or granted ("special characteristics").

### **3.8. Quality-related aspects of product developments ordered by KRONE**

In the course of a product development ordered by KRONE, the Supplier must – among other things – perform the following quality-related activities:

- Producibility analysis
- FMEA "Product"/FMEA "Process"
- Production of sample parts/prototype parts
- Tests and trials to prove functions and capabilities (operating suitability)
- Definition of "special product and process characteristics"
- Planning of processes for serial production
- Planning of test processes and procurement / manufacture of testing and measuring equipment, welding and mounting installations
- Provision of tools
- Part history, part name during the development process, sample status
- Serial production startup
- Logistical planning
- Management of sub-suppliers
- Acceptance of manufacturing process
- Initial sampling

If necessary, the Parties can agree to coordinate a project schedule and compile a progress report to show progress made in the project.

#### **3.8.1. Producibility analysis**

The Supplier must accompany the offer with a producibility analysis, confirming therein that the requested product – based on a reliable process (within the drawing tolerance) – can be manufactured, packaged and delivered according to the technical specifications and other agreements, and in the required quality and quantity.

#### **3.8.2. Product FMEA /Process FMEA**

A product and process FMEA for the product must be performed as part of the development that has been commissioned. Measures arising therefrom must be implemented by the supplier before the serial production startup. After the serial production start-up, the Supplier must perform a Master FMEA for the product and – in the event of field complaints, production problems, QS reports, process errors etc. – augment it with the appropriate effects, problem issues and measures. The Supplier must allow KRONE to inspect the FMEAs and, upon request, facilitate participation by KRONE in the FMEA discussions.

#### **3.8.3. Determination and processing of quality-related characteristics/test process planning**

The Supplier must identify all quality-related characteristics of its product and processes ("special characteristics") and agree them in consultation with KRONE, based on the technical specifications issued by KRONE and derived from the results of its own development and risk analyses. In so doing, the Supplier must focus particularly on characteristics with limited tolerances and/or form- and position-related tolerances, or alternatively data on characteristics with a critical bearing on reliability, functioning and assembly as well as on characteristics that influence statutorily prescribed figures. The Supplier must plan the necessary measures to safeguard quality-related characteristics (e.g. test processes) and document them in the QM plan/control plan.

#### **3.8.4. Test plan**

The Supplier must draw up a QM plan/control plan. This must include at least the following:

- General information (e.g. name, drawing number, revision status, creator, date) Process drawing
- Special product and process characteristics
- Specification (guidelines, tolerances)



- Testing equipment, test procedure
- Testing frequency, scope of tests
- Type of notation
- Responsibilities
- Procedures in the event of error occurrences

KRONE reserves the right to coordinate or control both the appropriate definition of the quality-related characteristics and the test plan.

### **3.8.5. Planning, acceptance and capability of test equipment and suitability of test processes**

The Supplier must configure test concepts and test equipment so that all quality-related product and production process characteristics can be checked in order to ensure effective monitoring of compliance with the specifications.

The test equipment must be applied no later than the start of the pilot series (number of parts > 3). The relationship of the applied test and measuring equipment to the monitored characteristics of the product and process must be documented in the QM plan.

### **3.8.6. Part history, part labelling during the development process**

Once the first delivery of prototype and pilot-production parts begins, a part history must be logged to document the following:

- Changes of manufacturing conditions
- Work material changes
- Geometry changes
- Functional changes
- Software/hardware changes
- Definition of a new Q-status for every change
- Deadline for the first delivery of a new change status

The part history must be sent to the responsible quality assurance unit of the relevant KRONE plant for acceptance after every update and must accompany the first consignment of parts to be delivered. The part history must be included in every consignment of parts delivered during the prototype and pilot production phase.

All parts delivered during the prototype and pilot production phase must be labelled. The labelling must be agreed in consultation with KRONE QM. The special labelling can be dispensed with once serial production is approved (initial sampling with Grade 1), to the extent that KRONE has not set any other requirements. From this point onwards, the parts are to be labelled in accordance with the specification drawings.

### **3.8.7. Measurement report on pilot phase parts**

The Supplier must measure the parts in their installed position at zero voltage. The measurement should preferably be conducted with a 3D-coordinate measuring machine. The positions and number of measuring points must be agreed in advance in consultation with the responsible KRONE QM.

### **3.8.8. Acceptance of manufacturing process**

Prior to a possible start of serial production, the Supplier must prove the stability of the process (controlled process) in terms of the "special characteristics" defined within the FMEA or laid down by KRONE. Until process stability is proven, a 100% quality assurance check of the "special characteristics" must be performed.

#### 4. Emergency plans

In order to minimise the consequences of unforeseen occurrences (e.g. tool breakage, machine failure, loss of software etc.), emergency plans must be on hand no later than the start of production of agreed delivery volumes for all process steps that may influence quality and delivery. Such emergency plans must be updated at regular intervals and submitted to KRONE upon request.

#### 5. Management and evaluation of suppliers

The supplier and KRONE shall monitor their fulfilment of mutual arrangements in the course of a regular dialogue. In order to further optimise cooperation between the Supplier and KRONE and to increase transparency, KRONE will implement a system for the evaluation of suppliers. This will enable KRONE to systematically register, evaluate and develop the performance capability of its group-wide suppliers as a basis for strategic decisions. The evaluation criteria of quality, delivery deadline and volume compliance, costs, innovation and cooperation will form complementary elements of a comprehensive evaluation of suppliers.

KRONE will support the development of the Supplier by informing him of the evaluation status achieved at regular intervals. The Supplier will follow an action plan with deadlines to follow up any weak points indicated by the evaluation and optimise its performance accordingly. **Should the evaluation of the supplier show that the minimum requirements set by KRONE are not being achieved, KRONE will no longer include the supplier in future bidding invitations and current order queries and awards (C-supplier);** they will be informed of this in writing. KRONE's aim is to cooperate exclusively with suppliers who achieve the required performance level over the long term.

#### 6. Production resources and products provided to the supplier

The supplier shall take due care of the KRONE property provided to them. The provided production resources and products must be separately labelled and stored. In the event of damaged or unusable property belonging to KRONE, the supplier must inform KRONE and keep a record of the events.

#### 7. Inspection of incoming goods

In keeping with the goal of an effective quality management system, the optimisation of processes employed and maintenance of the desired quality standard by the Supplier, the inspection of incoming goods at KRONE is organised to achieve these aims by avoiding duplicate tests. **KRONE itself will restrict its inspection of incoming goods to their quantity, goods category and any external, clearly visible transport damage to the packaging or externally visible defects in the goods themselves.** If KRONE discovers any damage or defect in the goods in the above-mentioned checks or otherwise, KRONE will notify the Supplier of this without delay. KRONE has no obligation to the Supplier to perform checks and notifications any more extensive than those mentioned above when inspecting incoming goods.

## **8. Warranty service and replacement duty for serial defects**

### **8.1. Warranty**

Except where construction responsibility lies with KRONE or purchase orders are worded to the contrary, the Supplier guarantees that at the time of delivery the delivered goods

- are in accordance with the current state of the art and safety provisions as well as the agreed technical data,
- comply with statutory requirements, ordinances and standards in the area of the member countries of the European Union,
- do not infringe upon third-party rights.

To the extent that the products ordered by KRONE are sold outside the member states of the European Union and the supplier is aware of this, the supplier guarantees that the products comply with the statutory provisions, special ordinances, and standard specifications of the target country. The Supplier will be fully liable to KRONE for all damage arising from non-compliance with these provisions. In the case of deliveries or orders based on samples or specimens, any further properties, specifications and formal characteristics of the samples or portions are also deemed to be warranted.

KRONE has full entitlement to statutory warranty claims. In all cases, KRONE is optionally entitled to demand that the Supplier either correct the defects or deliver replacement goods. The relevant decision-making process will be aimed at finding a mutually acceptable solution with the Supplier. If KRONE is entitled to withdraw from the contract, it can declare the withdrawal with respect either to the defective part of a delivery or to the entire delivery.

Additional costs incurred by KRONE vis-à-vis the Supplier as part of the processing of justified claims after the Supplier delivers its goods will be charged to the Supplier.

The Supplier guarantees the products he delivers to KRONE for 24 months following delivery of such products – individually or in a processed state – to KRONE customers. However, the warranty obligation will end no later than 36 months after the Supplier has delivered its products to KRONE. This does not apply to products with a fixed best-before date. Separate case-by-case rulings will be made in such instances.

This guarantee provision agreed here will be supplemented in the event of additional general guarantee statements made by the Supplier to the end customer. The additional guarantee statement made by the Supplier to the end customer, corresponding to the Supplier's current guarantee statement, applies equally in favour of KRONE.

### **8.2. Replacement duty for serial defects**

The subject and scope of damage limitation measures that may be required as part of the replacement duty relating to serial defects are governed by the statutory scope and will be agreed in consultation with the Supplier when such defects occur. The supplier shall be appropriately insured to cover these services, including follow-up costs and sub-suppliers. The Supplier is advised to present this QSV to its public liability insurer for confirmation of coverage.

## **9. Confidentiality**

Each Party will use all documents and knowledge acquired in the context of this cooperation solely for the purposes of this agreement and keep them secret from third parties with the same care as would be used for their own documents and knowledge, if the other Party designates them as confidential or has an evident interest in them being kept secret. This obligation commences with the initial receipt of the documents or knowledge and continues to apply even beyond the duration of this agreement. Disclosure to third parties or own use for competitive purposes requires prior written permission by the partner.

The obligation does not apply to documents and knowledge that are widely known or were already known to the partner when received without restrictions on their confidentiality, or that were already generally available when the other Party received them or that become generally available during the period of the cooperation, without this being attributable to a breach of contract by the other Party.

## **10. Duration of Contract**

This agreement shall come into force upon signature by both parties, shall be concluded for an indefinite period, and may be cancelled by any party with six months' prior notice in writing.

## **11. Ancillary agreements**

None

## 12. Enclosure

Please copy this page, sign it and send it to Fahrzeugwerk Bernard Krone GmbH & Co.KG.

### QMPP Certification

We hereby certify that we comply with the Quality Assurance and Environmental Agreement (QSUV, Index 23, dated 03/09/2018) for all products delivered to the Krone Group.

All the requirements contained therein are understood and confirmed. Any deviation thereof must be submitted in writing to Fahrzeugwerk Bernard Krone GmbH & Co.KG. Approval of the deviations must be confirmed in writing by Fahrzeugwerk Bernard Krone GmbH & Co.KG.

**Supplier**

 Company
 

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 Name
 

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 Job title
 

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 Date, signature
 

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**Head of Purchasing, Krone Werke**

Name

Date

 Signature
 

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**Head of Supplier Management, Krone Werke**

Name

Date

 Signature
 

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