Between  **Purchaser**

 **Company:**

 **Street**

 **Postcode: Location:**

and  **Vendor**

 **Company:**

 **Street**

 **Postcode: Location:**

**(referred to individually or also jointly as ‘Partner(s)’)**

**Pre-amble**

This Quality Assurance Agreement of the Trade Association of Component Distribution (FBDi) e.V. is a non-binding recommendation that to a great extent is consistent with the regulations typical for the market (e.g. Non-Binding Condition Recommendation of the Central Association of the Electrical Technology and Electronics Industry (ZVEI) e.V.) and was adjusted to the circumstance that the vendor is not the manufacturer, but the distributor of the delivered products.

# Scope of validity

## This Agreement applies exclusively to products delivered by the vendor based on the orders it receives from the purchaser and takes on for the duration of this Agreement.

## The products must conform to the agreed description (catalogue goods: specification consistent with manufacturer datasheets; special products: consistent with the agreed specification) and be used appropriately. In describing the products and producing specimens, the vendor does not provide any guarantee regarding the products’ composition or shelf life provided that nothing else is agreed. The vendor will verify immediately in each case whether an order placed by the purchaser is evidently incorrect, unclear, incomplete or evidently diverges from the agreed description. If the vendor recognises that such is the case, it will inform the purchaser immediately of such in writing.

# Quality assurance

## The vendor operates a quality management system according to DIN ISO9001 and will procure, store and deliver the products consistent with the rules of this quality management system.

##  The vendor will integrate into its quality management system contractually to the extent possible items, services, software or other pre-deliveries sourced from pre-vendors and inform the purchaser of such.

## The vendor will maintain records on the execution of the aforementioned quality assurance measures and store these in an easy-to-understand manner. The vendor will grant to the purchaser access to such to the necessary scope and hand over copies of the records. The vendor will moreover endeavour in a justified specific case to obtain measured values and testing results from the products’ manufacturer insofar as this is possible with a reasonable effort.

## Processing complaints: In the event of complaints, the supply chain shall be observed as an imperative to avoid breakdowns in communication. In the event of a reported technical fault, irrespective of whether this affects the vendor or the manufacturer, the vendor shall endeavour to make a statement (8D) insofar as the manufacturer supports such within 15 working days (of the ‘fault’ specimen arriving in the manufacturer’s analysis laboratory) regarding the causes and, if applicable, remedial measures.

The purchaser shall state the delivery details, details demanded by the manufacturer and vendor, as well as an extensive fault description, also in English if required. If the vendor cannot provide a final 8D report within the above 15 working days, the vendor shall provide an interim report.

## Evidential documents: In the design phase for new products, the purchaser shall state the evidential documents demanded by the products’ manufacturer, e.g. initial specimen test report, FMEA, PPAP, Control Plan, and shall be requested by the vendor from the product’s manufacturer including the initial specimen on request and, insofar as available, provided to the purchaser for verification and release. The IMDS entry shall be requested from the respective manufacturer upon demand by the purchaser.

## Certificate of Conformity (CoC): It is confirmed that products are procured, stored and handled consistent with the confirmed order and that they are genuine products provided to the vendor by the respective manufacturer. Insofar as no specific agreements have been made regarding packaging, the vendor warrants that the goods are delivered in suitable packaging to prevent damage and reductions in quality to the greatest extent possible.

# Vendor’s duties of evidence and information

## The vendor shall enable the purchaser at appropriate intervals to satisfy itself that the former is executing the quality assurance measures named in section 2. The vendor shall grant to the purchaser an appointment for this purpose in an appropriate scope and upon prior agreement, as well as grant to the possible involved parties access to the vendor’s business premises and for the duration of such a visit provide an employee with specialist qualification for support. Viewing of confidential-grade processes, documents and other corporate secrets may be denied. The joint agreements resulting from the appointment are implemented accordingly by both parties.

## If the vendor receives knowledge of such from the manufacturer, the former shall inform the purchaser in the case of alterations (PCN/PTN/EOL/PDN) to manufacturing procedures, materials or supplied parts for the products, shifting of manufacturing locations, moreover in the event of alterations to procedures or equipment to test products or other quality assurance measures. Details about frequency, contact details, etc. will be laid down if appropriate in a written annex between the purchaser and vendor.

## If the vendor ascertains that the products are sustaining an increase in deviations in ‘actual’ composition compared to ‘target’ composition’ (quality decreases), the vendor will inform the purchaser immediately about this and planned remedial measures.

## The vendor shall label the products or, if this is impossible or not expedient, implement other suitable measures to ensure that it can ascertain immediately which further products may be affected in the event that products sustained a fault. The vendor shall inform the purchaser about the former’s labelling system or its other measures to enable the purchaser to make its own findings to the necessary scope.

## Environmental conformity (REACH/RoHS): The vendor is duty bound to the scope dictated by statute to fulfil the information requirements of the RoHS EU Guidelines and REACH Regulation (EU) in their respective valid versions based on the manufacturer information, at the time and location of transfer of risk.

Apart from this, the vendor observes all statutory and official regulations for environmental, health and occupational protection to which it is subject.

# Goods inwards checks by the purchaser

## The purchaser will execute a goods inwards check pursuant to §§ 377 et seqq. German Commercial Code immediately after products are received.

## If the purchaser discovers damage or an error as part of the aforementioned checks, it will report such to the vendor immediately. If the purchaser discovers damage or a fault later, it will report such to the vendor immediately too.

## The purchaser is not subject to any further checks and reports vis-à-vis the vendor than those stated above.

# Confidentiality

## Each Partner will use all documents and knowledge to which it becomes party as part of this Agreement only for the purpose of this Agreement, and shall treat such as confidential towards third parties with the same care as its own associated documents and knowledge (whereat third parties are not the manufacturers of the products for delivery) if the other Partner has designated such as confidential or has an evident interest in keeping such confidential. This obligation commences the first time that the documents are received or knowledge is obtained and ends 36 months after the completion of this Agreement.

## This obligation does not apply to documents and knowledge already generally known or to which the Partner was already party upon receipt without it having been obliged to maintain confidentiality, or documents and knowledge subsequently transmitted by a third party authorised to do so, or documents and knowledge developed by the receiving Partner without utilising the documents or knowledge of the other Partner subject to confidentiality.

# LiabilityThe contractor’s liability is based on the agreements underlying the delivery.

# Quality assurance officer

Each Partner names to the other Partner a quality assurance officer in writing who shall coordinate the execution of this Agreement and thus shall take appropriate decisions in this context or initiate such.

# Duration of the agreement

This Agreement may be terminated by either Partner with a notice period of three months to the end of each calendar month.

# Special agreements

Should the vendor’s agreed performance in a specific case involve stand-alone programming, manufacturing and/or other services, the Partners will conclude special quality assurance agreements for such.

# Applicable law

German law applies in the context of this Agreement under exclusion of conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods. Jurisdiction for all disputes in connection with this agreement is the location of the supplier.

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| **Purchaser** |  | **Vendor** |
|  |  |  |
| **Date** |  | **Date** |
|  |  |  |
| **Name** |  | **Name** |
|  |  |  |
| **Signature** |  | **Signature** |