Quality agreement

between the following participants/contractual partners:

Customer:	
OPTIMONT 2000 s.r.o.	
Hnojník 385	
739 53 Hnojník, Česká republika	
and	
Supplier:	
X	
X	
X	

1. Description of the purpose of the contract

This Quality agreement is a contractual determination of the technical and organizational framework conditions and processes between the customer and the supplier that are necessary to achieve the quality objective.

It describes the minimum requirements for the management system of the contractual partners with regards to quality assurance.

In particular, the Quality agreement lays down special requirements for the production process and product approval procedure.

Both contractual partners are bound by the goal of zero defect.

2. Supplier quality management system

The supplier is committed to the continuous use of quality management according to ISO 9001: current status and its constant development so as to meet the requirements of regulations for suppliers to the automotive industry such as IATF 16949, VDA, EAQF, AVSQ. In the event of changes in validity or the acquisition of new quality certificates the supplier is obliged to send these certificates to the customer at the address: info@optimont.cz

The supplier's quality strategy must be focused on the continuous improvement of its processes and services. The goals are "zero defect" and 100% reliability of supply and cost reduction.

3. Audit (at the supplier)

The customer is entitled to determine by means of an audit whether the supplier's quality assurance measures meet the customer's requirements. The audit can be performed as a process or product audit and must be agreed in time before the planned implementation. If necessary, aspects of the quality management system are also checked during audits.

Reasonable restrictions on the supplier to ensure his trade secrets are accepted.

If quality problems arise due to the services and/or supplies of subcontractors, the supplier should, at the customer's request, clarify the possibility of a joint audit of the subcontractor;

The audit may be triggered by any serious errors or complaints, including the participation of the end customer.

4. Documentation and Information

Obligation to store tender and controlled documents by archiving for at least 15 years from the end of serial production, in the case of a part with safety characteristics SC, CC character (D-part) for 25 years.

If it's clear that it will not be possible to comply with the relevant agreements (e.g. on quality marks, delivery dates), the supplier is obliged to immediately inform OPTIMONT 2000 s.r.o. In order to find a solution quickly, the supplier is obliged to openly present data and facts.

If the supplier finds an increase in deviations of the actual condition of the products from the planned ones (decrease in quality), he will immediately inform the customer about this fact and about the planned corrective measures. The Supplier shall inform the Customer in a timely manner before changes in production processes, materials or parts from suppliers, before relocation of production sites and before changes in product control procedures or equipment or other quality assurance measures.

5. Development, planning

All technical documents necessary to support the development of the series, such as specifications, drawings, BOMs, CAD data, must be checked after delivery by the supplier for completeness and consistency, both in general and in terms of the intended purpose of use. OPTIMONT 2000 s.r.o. he must be informed of any deficiencies found. OPTIMONT 2000 s.r.o. is responsible for making available to the supplier important specifications, drawings, BOMs, CAD data and complete and unambiguous information.

In the development phase, contractors must use appropriate preventive quality planning methods, such as feasibility study, fault tree analysis, reliability calculation, FMEA, control plans, etc.

The customer shall hand over the corresponding technical supply conditions to the supplier within the award of the contract. These technical supply conditions which relate to the product, the material, include: the level of required sampling, state of supply, packaging, marking, inspection test certificates, material certificates and, if necessary, a test procedure and if necessary a testing method eventually incl. requirements for functional characteristics (e.g. CMK / CPK).

6. Material and products for part with safety characteristics (D-part)

In the case of materials and products and intended for the production of parts with safety characteristics, the customer is obliged to provable inform the supplier about this condition.

The supplier is obliged to meet all legal and customer-specified requirements for the material and products marked in this way.

7. Serial production, traceability, identification, defect reporting

In the event of production failures and quality deviations, the root causes must be analyzed, improvement measures implemented and their effectiveness checked. If, in exceptional cases, products that do not comply with the specification have to be delivered, special approval must be obtained from the customer beforehand. It is necessary to immediately inform the customer about any additional deviations found.

The supplier undertakes to ensure the traceability of the products he has supplied, according to a risk assessment. In the event of a defect, traceability must be possible in such a way that the quantity of affected parts / products can be defined.

The supplier shall ensure that the goods are delivered by suitable means of transport to prevent damage and deterioration (e.g. pollution, chemical reactions).

With regard to the marking of parts and materials, the supplier is obliged to comply with the agreements with OPTIMONT 2000 s.r.o. for a given type of part or material.

8. Checks, complaints, measures

The supplier performs checks according to the planning of inspections to meet the agreed objectives and specifications.

The customer checks the products or material taken from the supplier after receiving them in terms of compliance with quantity and identity, as well as in relation to externally recognizable defects.

Discrepancies in the delivery must be communicated by OPTIMONT 2000 s.r.o. to the supplier with no delay as soon as they have been identified, according to the order of proper conduct of the contract.

The supplier receives the claimed parts or material for analysis, unless otherwise agreed. In case of dispute, a joint assessment by the customer and the supplier should be performed.

The supplier will prepare a complete 5D / 8D report within the deadlines specified in the complaint letter and make it available to the customer without request. The supplier shall notify the customer of the obvious exceeding of the deadlines, stating the reasons and the new deadline.

9. Qualification programs with suppliers

The supplier will be evaluated at regular intervals by OPTIMONT 2000 s.r.o. according to the criteria with which he will be provable acquainted, as well as with the current evaluation. Depending on the needs of the supplier's development, it will be agreed for a given period with OPTIMONT 2000 s.r.o. a specific program for the development and improvement of the supplier's quality system.

10. Duration of Quality agreement

Customer:

In Hnojník, date:	In	. date:

Supplier:

This Quality agreement is valid indefinitely. However, it may be denounced by either Contracting Party in writing within a period of three months. Termination of this Agreement shall not affect the

effectiveness of any individual delivery contracts in force until they have been fully settled.