Supplier Manual

For external Providers of the BURGER GROUP

Edition 1.0
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Preamble

Our legitimacy and position on the global market are crucially determined by the quality of our products.
The quality of their deliveries and services has a direct influence on our products. As our partners, our external providers (suppliers) are responsible for the quality of their products.
This policy is intended to contribute to the implementation of a joint quality and environmental strategy on the basis of the regulations referred to in Section 1.1 and thereby ensure smooth-running procedures between our suppliers and the BURGER Group of companies (hereinafter referred to as "BURGER GROUP"). However, it does not restrict these regulations.

Sec. 1 General requirements

1.0 SCOPE, CONTRACT SUBJECT MATTER

This policy applies to all products of the prototype, pre-series and series phases, as well as developments and services, which the supplier delivers on the basis of orders, which he receives and accepts during the term of this Supplier Manual. The fulfilment of legal and official regulations is a precondition. The Supplier Manual is valid for all BURGER GROUP factories from January 2019, if there are special customer requirements, these may need to be arranged separately (e.g. special features). The German version of the supplier manual is exclusively binding.

1.1 QUALITY MANAGEMENT SYSTEM

An effective quality management system in accordance with regulations IATF 16949: (latest edition) must be aimed for, the minimum requirement is a system, which fulfils all of the content requirements of the ISO 9001 standard: (latest edition), the precondition is a delivery relationship with the BURGER GROUP. With this quality management system, the aim is to achieve the joint target, zero errors. The supplier's management system also includes all currently valid requirements for

compliance management (anti-corruption policy, data security, legal and official requirements for countries of origin and destination (if known by the customer)).
The BURGER GROUP reserves the right to audit the quality management system, procedures and products and processes of the external provider or have them audited by third parties. The representative of the BURGER GROUP shall be granted unrestricted access to the processes operated for the BURGER GROUP, as well as access to inspect the relevant documentation, after prior notification, within the usual business hours.

If the issuance of a follow-up certificate is delayed, the supplier shall inform the BURGER GROUP prior to the expiration of the valid certificate, stating the date of the recertification. After this, the supplier shall present the confirmation from the certification company about the successful recertification unsolicited within 14 working days after receipt.
The supplier shall inform the BURGER GROUP at once about the withdrawal of his certificates.
For external provides within the automotive sector, the requirements of IATF 16949 apply, in consideration of the respective scope of application. The necessary steps for the development of the quality management system according to IATF Chapter 8.4.2.3 are notified on the basis of a risk assessment by the supplier as a development target.
For automotive-specific, product-related software or products with integrated software, the requirements of IATF 16949 Chapter 8.4 et seqq. are applicable.
The sources specified by the customer (set parts), all requirements of Chapter 8.4 of DIN EN ISO 9001 and/or IATF 16949 apply, with the exception of the supplier nomination.

1.2 AUDIT WITH SUPPLIERS AND/OR SUB-SUPPLIERS

The BURGER GROUP is authorised at any time, but specifically in the case of quality or deadline problems occurring, to perform audits with the supplier. These audits are always conducted and evaluated after prior notification and in consultation with the supplier. The supplier shall grant the BURGER GROUP and its customers access to all operating premises, testing stations, warehouses and adjacent areas, as well as access to inspect the quality-relevant documents. During the course of this, the BURGER GROUP shall accept appropriate restrictions of the supplier to

safeguard his trade secrets. The BURGER GROUP and the customers of the BURGER GROUP are also authorised to audit the suppliers and sub-contractors of the supplier.

1.3 QUALITY TARGETS

To measure and evaluate the achieved quality, the supplier defines internal and external quality targets. The following minimum requirements apply in this respect:

- Calculation of the internal and external error rates, preferably on a PPM basis (parts per million)
- Calculation of the internal and external error costs, error quantities.
- Calculation of the delivery performance (quantity, deadline)

Together with the supplier, the BURGER GROUP will agree on quality targets and expectations of measures for the non-achievement of the targets, on a project-related basis for defined products and features. Furthermore, the supplier will receive a supplier assessment from the BURGER GROUP periodically. The criteria for the assessment of suppliers of product-related parts and services are determined as follows and calculated using the available data in the customer's ERP and CAQ systems.

QUALITY PERFORMANCE

- Error rate in ppm
- Complaint rate
- Response time in 8D processing
- Communication in the problem-solving process

DELIVERY PERFORMANCE

- Adherence to delivery dates (adherence to quantity and deadlines)
- Faults on the basis of special journeys

QUALITY MANAGEMENT SYSTEM

- Achievement of the QMS target
- Provision of a currently valid certificate

The criteria for the assessment of non-production-related services are prepared by the persons responsible in the Procurement department of the BURGER GROUP location, together with the specialist departments, on the basis of reproducible evaluation schemes.

1.4 BUSINESS LANGUAGE

The business language is German or the national language of the ordering factory, alternatively, it is English.

1.5 CONTINUOUS IMPROVEMENT PROCESS

One of the most important duties prior to starting the series and during series production is the development and implementation of measures, which lead to continuous improvement of the processes. The requirements for the QM system (Chapter 10.3 et seqq.) must be taken into consideration:

1.6 COMPLAINTS PROCESSING

After each complaint by the BURGER GROUP, the corrective measures must be initiated and documented immediately and submitted to the BURGER GROUP in the structured form of an "8-D Report" (BURGER GROUP template) in good time.

As a rule, root cause analyses must be performed with appropriate troubleshooting methods. If required by the BURGER GROUP, additional, more detailed analyses must be submitted (e.g. Ishikawa, 5-Why questions, error simulations, process analyses, ...).

Immediate measures in the form of a 3-D report must be reported to the BURGER GROUP in written form within one working day, unless specified otherwise. The complete, filled-out 8-D report must be sent to the BURGER GROUP no later than after 10 working days (14 calendar days). If the aforementioned deadlines cannot be met, the BURGER GROUP expects to be contacted at an early stage to clarify the further course of action. The quality of the delivered 8-D report will be evaluated and a correction will be requested, if necessary. The assessment criteria will be notified to them with the sending of the complaint opening.

Additional affected factories of the BURGER GROUP must be informed by the supplier at once, in the case of the same parts or part families.

The contents of the aforementioned reports should be organised into occurrence and non-discovery of the error. The risk assessments must be updated and the results integrated. The BURGER GROUP reserves the right to verify the complaint processing on site. Labelling of subsequent deliveries from warehouse and circulating stocks after a prior complaint, which were submitted to a 100% test on the basis of a previous error, must be marked with the "Goods inspected after complaint" (sent with complaint opening) label until troubleshooting has been verified. At least the

first delivery from new production must be submitted to this procedure, the data of the inspection must be included with the delivery. The transport load carrier and each individual item of loading equipment must also be clearly labelled with this form. Any potentially necessary type of labelling on the individual part must be agreed with the BURGER GROUP recipient factory.
The supplier shall be liable according to the statutory provisions for all damages, which the BURGER GROUP incurs due to deficient performance, particularly the delivery of defective products. All indirect and direct damages are recorded, with the BURGER GROUP and the affected customers of the BURGER GROUP.

The BURGER GROUP incurs costs from each complaint caused by the supplier.
The BURGER GROUP is entitled to charge the following costs:

- Increased quality effort € 50.- / hour
- Return transportation to the supplier transportation costs incurred
- Sorting effort € 40.- / hour
- Reworking effort € 40.- / hour
- Additional costs are reimbursed against documented proof

If the supplier is not prepared or able to carry out the supplementary performance at such short notice that the BURGER GROUP factory will not incur any disadvantages (particularly line stoppage), the BURGER GROUP shall be entitled to rework the required part itself or through third parties or produce a new one, provided that this is possible without disproportionate effort. The contractor must bear the extra costs incurred from this and reimburse the BURGER GROUP.
If the BURGER GROUP incurs costs as a consequence of deficient fulfilment of the contract subject matter, particularly transportation, travel, labour, material costs or costs for the receiving inspection, which exceed the conventional amount, the supplier must bear these costs. Claims for material defects expire after 36 months from transfer of risk. The supplier guarantees that no third-party rights are being violated in connection with his delivery.
If the BURGER GROUP is claimed upon by a third party as a result of this, the supplier undertakes to indemnify us for these claims upon first demand in written form; we are not entitled to conclude any agreements with the third party - without the supplier's consent - and are particularly not entitled to conclude a settlement.

The indemnification duty relates to all expenses, which we necessarily incur from or in connection with the claim by a third party

1.7 COMPLAINT FROM THE FIELD

For complaints from the field, methodological analyses shall be performed by the supplier, particularly for components, for which no error was found in the analysis process (please refer to VDA Volume "Joint Quality Management in the Supply Chain - Marketing and Customer Service - Analysis of Faulty Parts in the Field" - the latest edition). The supplier undertakes to support an NTF process (no trouble found), which is initiated by the BURGER GROUP. The trigger criteria are defined on a product-specific or project-specific basis with the completion of the project and quality planning. For safety-relevant features, the NTF process must be started, such that a load test is performed in consultation with the customer, if no traceable cause can be determined. In the NTF process, the software and diagnostic functions of electronic components must be taken into consideration.

1.8 ESCALATION MODEL - SUPPLIER

Supplier escalation model:
With deficient quality and non-timely delivery, the BURGER GROUP reserves the right to take measures in accordance with the BURGER GROUP escalation model. This escalation model is classified into several levels.
The escalation can take place with:

- unsuccessful complaints management by the supplier
- long-term multiple transgression of agreements on objectives
- customer complaints due to faulty purchased parts

These requirements are regulated in the BURGER GROUP ‚Supplier escalation model'.

1.9 SUB-CONTRACTORS - CHANGE OF SUB-CONTRACTORS

The supplier is responsible for the development of his sub-contractors according to the requirements referred to in Section 1.1.
If the supplier awards contracts to sub-contractors, it must be ensured that the requirements of this guideline are also fulfilled by sub-contractors. The change of a sub-contractor must be notified to and approved by the BURGER GROUP.
The necessary sampling effort must be coordinated. A production process approval and product approval must be performed. The BURGER GROUP reserves the right

to also audit sub-contractors, however, this shall not release the supplier from his responsibility towards the BURGER GROUP

Sec. 2 Project planning & implementation

2.1 PROJECT PLANNING

To realise our customers' quality requirements, comprehensive maturity validation (milestones) of all processes in the supply change is required. For this reason, systematic, order-based planning, which includes the manufacturing feasibility check / risk assessment, must be a main component of the QM procedures. To ensure the product quality and delivery deadlines for all new or changed products / processes, projects planning must be performed within the context of project management.

Within the context of project management, the BURGER GROUP basically requires systematic planning by the supplier (e.g.: according to VDA Volume 4 or alternatively AIAG - APQP, in the current edition).

In consultation with the BURGER GROUP, the project progress (or the APQP Status Report) must be submitted.

This planning includes the products delivered by the supplier, as well as services (service, software, finishing of products), including the sub-supplier to be taken into consideration.

All of the necessary technical documentation for supporting the series development, such as specifications, drawings, bills of materials, CAD data, traceability requirements, must be checked for completeness and consistency for the proposed intended purpose. BURGER GROUP must be informed in writing about defects, which are determined during the course of this.

The BURGER GROUP must ensure that the supplier is provided with the relevant specifications, drawings, bills of materials and CAD data at an early stage, completely and consistently.

2.1.1 MANUFACTURING FEASIBILITY CHECK

The manufacturing feasibility check must be presented upon request with the submitted offer. The feedback is provided using the "Manufacturing feasibility declaration" form. For development projects, the contracting parties must use suitable

preventative project and quality planning methods during the development phase, e.g. manufacturing feasibility analysis, error tree analysis, reliability calculation, FMEA, SPICE principles etc.
Experiences (process flows, process data, feasibility studies etc.) from similar projects must be taken into consideration.

2.1.2 SCHEDULING

The BURGER GROUP will provide the supplier with the project-based deadlines / milestones. From this, the supplier will prepare a detailed schedule e.g. APQP Status Report, or a comparable document, which contains all of the necessary activities and coordinate it with the BURGER GROUP at an early stage.

2.1.3 PROJECT ASSESSMENT

Project progress reports are the basis for regular project assessment and must be submitted to the BURGER GROUP. Critical paths must be referred to regarding deadlines and technology. The BURGER GROUP reserves the right to examine the project progress. In the case of a discrepancy with the agreed timetable, the BURGER GROUP shall be notified at once.

2.1.4 PROJECT APPROVAL

Approval for starting production may only take place after a positive review of all planned activities in the project.
This approval must be documented on the part of the supplier by all of the persons responsible from Quality Assurance, Production and Planning, as well as other potential parties involved, with a date and signature

2.1.5 PROTOTYPE PRODUCTION

agreed) must be submitted with each delivery and in the case of changes (index/ item number). For prototypes and pre-series parts, the manufacturing and testing conditions must be coordinated and documented between the BURGER GROUP and the supplier. The aim is to manufacture the parts under near-series conditions.

2.2 IMPLEMENTATION

2.2.1 SPECIAL FEATURES (BM) AND PROVISION OF EVIDENCEG

This is understood as products, whose features have a crucial influence on the product safety (BM S), compliance with legal provisions (BM Z) or the function (BM F). Under the circumstances of product liability, a relevant risk is expected in this respect. These products and their features are marked by the BURGER GROUP in the technical documentation / order forms. Quality features with are important for functionality and process-critical, as well as features with specific provision of evidence, require particular attention, as discrepancies with these features can have a crucial influence on e.g. the assembly feasibility, the functionality or quality of subsequent production operations, as well as statutory provisions or customer specifications.

These features are specified by the BURGER GROUP and/or arise from the design and/or process FMEA of the supplier. The supplier undertakes to handle products and features with specific provision of evidence. The traceability must be structured such that a clear allocation of the delivery data is ensured as far as the production and testing lots.

A functioning derivation system must be ensured as far as the sub-contractor. As a general rule, all product and process features are important and must be conformed to. A distinction is made between the special features defined by the customer and those of the BURGER GROUP - or the supplier's own features.

2.2.2 SPECIAL FEATURES AND RISK ASSESSMENT

2.2.2.1 DEFINITION AND SIGNIFICANCE OF THE FEATURE

The special features referred to in the specifications must be transferred into the appropriate documents within the context of project processing (e.g. HSA, drawing, PAP, FMEA, PLP, testing regulations, certificates, etc.). It must be specified, how compliance with the special features will be proven. The monitoring and traceability of the products with special features must be specified.

"A or D" features are usually treated in the same way as all other features, however, for the documentation of this feature, a minimum archiving period of 15 years is prescribed, if the requirements, which are customary in the industry (IATF16949 Chapter 7.5.3.2; VDA Volume 1) are fulfilled with this. These features are rated in the FMEA with significance 9 - 10 and with a RPZ > 100, corresponding measures must be defined to ensure process capability.

2.2.2.2 CAPABILITY KEY VALUES AND RISK ASSESSMENT

"100%" features are subject to 100% testing in production. In order to save costs in the value chain, the 100% tests should be placed directly behind the production processes. An automatic 100% test (e.g. using automation or an image recognition system) should be given preference over a manual test. Manual tests are to be assessed in the discovery probability of FMEA > 7. (human factor)

"CC" features are subject to a statistical analysis. Therefore, Cpk values of greater than or equal to 1.33 and Cmk values and/or Ppk values of greater than or equal to 1.67 are required. Machine capability must be fulfilled for the initial sampling. The significance is assigned > 7.

"SC" features are also subject to a statistical analysis and as a rule, the same capability values are required as previously described. Machine capability must be fulfilled for the initial sampling. The significance is allocated > 5.

2.2.3 CAPABILITY KEY VALUES

The calculation of the capability values is shown in the VDA trade publications in the respective current edition (assurance of quality prior to series implementation).

The following minimum requirements apply:

- Messmittelfähigkeits- und Prüfmethodenfähigkeitsnachweis

Es dürfen nur fähige Mess- und Prüfmittel eingesetzt werden. Fähigkeits-Untersuchungen müssen zu jeder Erstbemusterung erstellt bzw. ergänzt und beigelegt werden. Die Fähigkeit muss die Anforderungen aus den Regelwerken MSA (AIAG) und VDA 5 der jeweils gültigen Ausgabe erfüllen.

- Product-based capabilities
- Machine capability Cmk ≥ 2.0
- Preliminary process capability Ppk ≥ 2.0
- Continuing process capability Cpk ≥ 1.67

For the known - regulated or agreed - function-relevant features, the supplier must perform and document analyses of the suitability of the production plants used. If specified capability values are not achieved, the supplier must either optimise his plants accordingly or perform appropriate tests on the manufactured products,

so that defective deliveries are ruled out. For the production process and product approval, the machine capability index and/or the process capability index must be specified for agreed features.
For the current series, the supplier must provide evidence of all functionally relevant features using appropriate procedures (e.g. statistical process control or manual control card technology) over the entire production period. For controllable features, centred production must be aimed for.

2.2.4 CHANGES TO THE PRODUCT OR PROCESS

Changes to the product or process must be notified and approved at an early stage and must also be documented in a product life cycle. The change must be evaluated by the supplier and validated using the trigger matrix according to VDA Volume 2. (Refer to Section 3)

Sec.3 Process and product approval

3.1 PROCESS AND PRODUCT APPROVAL

The supplier of products with integrated software or of software with a significant influence on the quality of the product with the customer (e.g. testing software) must use and provide evidence of a process for quality assurance for the development and production of software. The results of the self-assessment, which is performed by the supplier, documented and shown upon request (according to the requirement of IATF 16949 – 8.4.2.3.1 / VDA Automotive SPICE, CMMI) are valid as evidence.The process and product approval occurs according to the production process and product approval procedure (PPF) of the VDA Volume 2, in the respective current edition or according to the production parts acceptance procedure PPAG of AIAG. A series delivery can only occur after a process and product approval by the BURGER GROUP. The process and product approval is comprised of the following, inter alia

- Initial sample approval of the products and processes
- Approval by Quality Planning
- Evidence in accordance with the presentation stages

3.2 INITIAL SAMPLE

Initial samples are products that have been manufactured and tested under series conditions (machines, plants, operating equipment and test equipment, processing conditions) according to the order specification, currently valid drawing and other applicable documentation. The test results of all of the features specified in the design and specification documentation must be documented in an initial sample inspection report. The number of parts to be documented is specified by the BURGER GROUP.

The initial samples must be delivered to the BURGER GROUP with the documentation required in the order documents according to the presentation stages in accordance with VDA Volume 2 or AIAG - PPAP in the respective current edition by the agreed deadline. Clear labelling as an initial sample and the specification of the production site are required. To identify the features, the allocated numbers in the initial sample inspection report and in the drawing to be supplied must be used. Assemblies, which are manufactured according to a BURGER GROUP /customer design, must be subjected to an initial sample inspection, including the individual parts, and presented to the BURGER GROUP. For products, which are the supplier's own design, the supplier must sample the assembly, including the individual components, and present them to the BURGER GROUP. Discrepancies from the specifications, which have not been determined during the process and product approval, entitle the BURGER GROUP to complain about these at a later time.

Reference samples (retention samples) from initial sampling must be retained by the supplier. Retention samples must be coordinated with the BURGER GROUP.

3.3 INITIAL SAMPLE DOCUMENTATION

The initial sample document shall be delivered at the same time as the initial samples. Missing or late initial sample documentation leads to a negative supplier assessment. Initial samples without initial sample documentation cannot be processed and lead to a rejection. In case of discrepancies, the supplier must obtain an approval from the BURGER GROUP beforehand using a construction discrepancy application and included it with the presentation. Initial samples with a discrepancy for which no discrepancy approval exists, will not be processed by the BURGER GROUP.

3.4 REASON FOR INITIAL SAMPLES

In accordance with the regulations referred to and on the basis of VDA Volume 2, in

its current edition, initial samples are require:

- If a product is ordered for the first time (noted in the order).

- After the supplier changes a sub-contractor.
- After a product change, on all features affected by this.
- After a change to the drawing index, on all features affected by this.
- After a delivery block.
- After a delivery interruption of more than one year.
- With a changed production procedure / process.
- After using new/changed shaping devices (e.g. casting, punching, rolling, pressing tools, with several moulds and/or multiple moulds/clusters each nest.)
- After relocating production premises or using new or relocated machines and/or operating resources.
- After using alternative materials and designs.

As a general rule, changes must be notified at an early stage and in coordination with the additionally required validation and approval scenarios.

3.5 INITIAL SAMPLE BY DATA RECORDS

Measurements need to be performed against the valid 2D/3D data model. The number of measuring points must be selected such that all geometries are determined with certainty. Details of the model and measurement must be arranged with the quality contact person of the BURGER GROUP recipient factory.

3.6 MATERIAL DATA ENTRY

With the order for the initial sampling, the requirement for material data recording is defined, generally, the material data recording is an integral part of the initial sampling.

The data are entered in the International Material Data System (IMDS) and to the respective organisational unit of the BURGER GROUP. In accordance with the IMDS guideline, the data must be entered in English and in another language, if necessary. The drawing numbers of the BURGER GROUP customers are decisive.

3.7 MATERIAL DATA ENTRY (REACH AND ROHS)

The external provider undertakes to bear the obligations in accordance with REACH for chemicals used within the context of the industrial or commercial activity.
The scope for the application of the REACH Directive as a manufacturer, importer or downstream user must be checked at regular intervals. The external provider also undertakes to determine and comply with the currently valid guidelines and duties of the RoHS Compliance Standards. The evidence of compliance with both obligations will be provided to the BURGER GROUP within the context of the approval process and upon request.

Sec. 4 Additional requirements

4.1 RETENTION PERIODS FOR QUALITY-RELEVANT DOCUMENTS AND RECORDS

The supplier must specify retention periods for quality-relevant documents and records. The following minimum requirements must be included for this:

15 years (+ potential customer requirements) for:

- Documentation and records for products with specific provision of evidence
- Records of special tests
- Records of quality services without specific provision of evidence (quality control cards, test results, PPM schedules etc.)
- Records of QM evaluations, internal audits, etc.
- Materials test report, purchase contracts, amendments to these etc.
- Records of process and product approvals

The retention periods are valid from the preparation date of the records and delivery date of the last parts / products. These specifications do not replace any legal requirements. Longer retention periods are recommended in light of the limitation periods of product liability claims. The supplier must grant the BURGER GROUP the right to inspect these documents upon request.

4.2 TESTS

With negative test results, the supplier must inform the Quality Assurance department of the respective BURGER GROUP delivery factory at once and immediately block any further delivery of the products, determine the cause of the fault, initiate and document appropriate corrective measures. The further course of action shall be coordinated with the BURGER GROUP.

Special tests are tests, which go beyond the usual series tests, including e.g. load tests, reliability tests and technically complex tests. The supplier shall perform special tests during initial sampling in accordance with the BURGER GROUP specifications, furthermore, the specified test must be continued for ongoing production monitoring, with the jointly defined number of parts and testing frequency. Test parts must be taken from the current series production and the test results must be able to be traced back to the production lots.

4.3 PROCESS APPROVAL

Prior to starting the production of parts, for the series start a process approval must take place of all production and assembly workstations. The result must be documented. Responsible persons and deadlines must be specified for corrective measures and improvement measures. After the completion of the specified measures, a new test must be performed in consideration of the previously specified discrepancies. The result must again be documented in written form.
If it becomes evident that agreements, which have been reached (e.g. regarding quality features, acceptance certificates according to DIN EN 10204 for materials, test certificates e.g. layer thickness measurements and hardness protocols etc., deadlines, delivery quantities) cannot be met, the supplier undertakes to inform the customer about this and about planned corrective measures in writing at once.

4.4 PROCESS AUDITS

Through regular product and process audits (according to the audit plan and on the basis of events), the supplier must convince himself that all delivery-applicable specifications (production, testing, labelling, preservation, cleanliness, packaging, delivery documentation etc.) are fulfilled.
The results must be documented, including the root cause analysis (reason for the discrepancy) and the initiated measures. The effectiveness of the measures must

be proven. If necessary, special procedures must be used according to customer requirements after consultation, e.g. CQI 9 / 11 / 12 et seqq.

4.5 QUALITY ASSURANCE MATRIX (QAM)

For determined discrepancies, the supplier must use a method, which guarantees the recipient factory of the BURGER GROUP that no faulty parts will be delivered. >Firewall<

4.6 DISCREPANCY APPROVAL

For discrepancies from technical customer documentation / specifications, prior to delivery, a delivery approval must be obtained from the recipient BURGER GROUP factory prior to delivery, which also applies to necessary rework and repair from the supplier's perspective. The supplier guarantees that the requirements for controlling of non-conforming results, which are customary in the industry, are complied with (IATF 8.7.1 et seqq.). For goods, which have already been delivered, the recipient factory must also be informed at once.

The "Application for special approval" form must be used for this. The further course of action is then specified. For process interruptions and quality discrepancies, the causes must be analysed, improvement measures initiated and their effectiveness checked. If products are delivered in an exceptional case, which do not comply with specifications, a written special approval must be obtained from the BURGER GROUP beforehand. The BURGER GROUP must also be notified at once about subsequently recognised discrepancies. All deliveries, which are made on the basis of a discrepancy approval, must show additional labelling on all load carriers.

4.7 REQUALIFICATION TESTING

A requalification must be performed for each item. The frequency and extent of the planning shall be agreed in the project planning and specified in the production control plan (PLP). Records must be provided by the customer at any time, upon request.

4.8 EMERGENCY PLANNING

The supplier undertakes to determine and assess the internal and external risks and realise them in a standard industry emergency plan.

4.9 CONTACT PERSONS

The contact persons for the project, the emergency planning and the escalation scenario must be specified on both sides. These are defined at the start of the project and updated when the information is sent for certifications.

4.9.1 PRODUCT SAFETY REPRESENTATIVE

The Product Safety Representative must be named in the entire supply chain and safeguard the requirements of IATF 16949 Chapter 4.4.1.2.

Sec. 5 Liability

The supplier undertakes to cover his liability risk with appropriate insurance. As a minimum, the insurance is comprised of:

1.) Business and product liability insurance
The minimum cover sum for an insured event with 2-times annual maximisation is a lump-sum of € 5 million for personal injury and for material damage, including product pecuniary damages.

2.) Insurance for recall costs
The minimum cover sum with a basic annual maximisation amounts to € 5 million per recall.

The supplier must provide evidence of the required cover sums to the BURGER GROUP in written form. The agreement on this Supplier Manual shall not affect the supplier's obligation to deliver products in conformity with the contract.
Should any provision of this contract be invalid, the validity of the remaining provisions shall remain unaffected. The scope of validity is agreed in an annex based on projects, products or product families on the basis of the current document between the two parties and is considered the basis of cooperation during the entire term.

Sec. 6 Bibliography

SOURCE OF STANDARDS:
Beuth Verlag GmbH
PO Box 1145, 10772 Berlin

OTHER APPLICABLE DOCUMENTATION Source:
Verband der Automobilindustrie e. V. (VDA)
Qualitätsmanagement Center (QMC)
Lindenstraße 5, D-60325 Frankfurt
Tel. 069/97507-332; Fax: 069/97507-331

Sec. 7 List of changes

REV. NO.	DATE	SECTION	TEXT
1.0	21.06.2018	all	Complete revision
2.0	31.10.2018	1.7	Returns overhauled from the field
2.0	31.10.2018	3.7	REACH and RoHs requirements added

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