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QUALITY ASSURANCE AGREEMENT SLUŽBA NITRA, s. r. o.

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I. Object of agreement

SLUŽBA NITRA, s. r. o. (hereinafter referred to as the "Buyer") wants to in mutual cooperation with the Supplier (hereinafter referred to as the "Seller") to produce products of the highest quality that will satisfy all requirements of our customers and will meet legal and other requirements agreed with the Buyer. The requirements in this Agreement shall be kept to a minimum and shall not prevent either Party from extending them.

II. Approval and release of the seller

The seller must have an externally qualified certification organization certified quality management system at least according to ISO : 9001:in the latest version with proven development certification to IATF 16949:in the latest version. If the buyer requires another type of formal certification, he shall specify such requirement to the seller in writing.

The buyer's representative shall bindingly specify to the seller's representative the scope of documented requirements for the approval of the first samples. The buyer determines the customer methodology and scope of data provided by the seller and a binding timetable according to which the preparation for delivery and approval will take place.

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The buyer obligatorily transfers the requirements of his customer to the seller. Basically, the methodologies Part Submission Warrant (PSW) / (Production Part Approval Process (PPAP) or Erst Muster Pruef Bericht (EMPB) are in place. For the area of ethical business "Sustainability reporting, Reduction of Carbon Foot

Reproductive release requirements. The seller is obliged to inform the buyer in good time and in advance in case of the following:

- in the event of any change in the performance of the product,
- when changing the production facilities on which the product is manufactured,
- when changing supplier of the material from which he manufactures the product for the buyer,
- when repairing tools that interfere with the functional part of the product,
- with prolonged (more than 1 year) shutdown of the tool (production).

Note: For sellers from the retail network, most often "catalogue product", special conditions apply.

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III. Quality management system requirements

The seller is obliged to respect the buyer's requirements for approval and for the scope of documented requirements. Serial deliveries are permitted only upon prior release by the buyer's authorized representative. The buyer has the right to examine the readiness for delivery in the framework of the audit VDA 6.3. type "Potential analysis".

The seller is obliged to undertake in writing to comply with and in business practice also to respect the "Code of Ethics of Supplier Conduct" identification number CSR 02-02: in the last version, which is an integral part of each concluded VNP agreement.

The system must guarantee responsibilities for process management, repeatability in meeting criteria, identifiability and traceability, verification and evaluation of results, non-conformity management and improvement process. The buyer has the right to demand the fulfillment and proof of the functioning of the system in the form of a customer audit. Non-fulfillment of the conditions may be a reason for the buyer's withdrawal from the purchase contract.

IV. Process capability

The seller must verify the production processes before they are released as well as during the duration of the deliveries. On critical features of the product agreed with the buyer keeps an SPC card. Unstable processes must be replaced with 100% control. Records are kept and presented to the buyer upon request.

Unless otherwise specified by the buyer, the seller is obliged to achieve a value of $Ppk > 1.67$ and long-term procedural capacity of $Cpk \geq 1.33$ for determining the specified quality characteristics for demonstrating the preliminary fitness of the production process.

The buyer regularly evaluates the level of deliveries from the seller, qualitative development, the value of the maximum permissible level of non-quality and informs the seller about the identified non-conformities. If the seller has repeatedly supplied non-conforming products, in which case the buyer will provoke an escalation against the seller with one or more options by:

- increase the number of units for statistical selection,
- informs the seller in writing about the establishment of sorting by its own staff,
- instructs the seller to sort stocks on their own and mark verified deliveries with information 100% certified,
- instructs the seller to sort inventory by ordering an external company at the seller's premises or at premises designated by the buyer.

V. Inspection and testing

For all important features of the process and the product, the seller must carry out the control prescribed by the buyer. Records must be kept of this inspection. In the event that the seller

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finds that the agreed criteria are not met, he is obliged to wean the product. The release of suspended products is possible only after written approval by the buyer in the form of a derogation. Deliveries released for a derogation must be suitably marked and their delivery announced in advance.

The buyer also notifies the seller of the extent of his suspicious or poor-quality products, which he is forced to sort due to the poor quality of the seller.

In principle, the buyer checks the delivered products by checking the quantity, comparing the attached documentation in the form of statistical sampling. In any case, 100% quality of supplied products is guaranteed by the seller.

The buyer performs statistical screening according to ISO 2859-1 as follows:

- level of control (number of pieces of sample inspected): Table I-S4,
- screening (permissible quantity of defective units): Table II-A - 0,25.

If the quality control carried out by the buyer on a randomly selected sample shows that the permissible amount of non-conforming pieces has been exceeded, the buyer will open a complaint procedure, reject the entire delivery.

Based on the escalated problem and agreement with the seller, the buyer will ensure 100% entry control.

Further responsibility for sorting suspect products after agreeing on quality requirements for sorting passes to the seller.

VI. Metrological security

The seller must be able to demonstrate to the buyer, intermediately, or directly, if he is also the manufacturer, the conformity and continuity of the instruments used with which conformity of quality characteristics has been checked.

The gauges, inspection fixtures, testers, etc. used must be in a verified, satisfactory condition before release and during use. The verification shall meet the criteria for continuity with the national standard or special equipment shall comply with a defined, validated methodology. The state of release shall be identified by a mark on the instrument. Records shall be kept of the verification. The finding of a non-compliant measuring instrument in a process must be analyzed for the possible release of non-compliant products.

VII. Manufacturing documentation

The seller must have knowledge of the requirements for the provided documentation published on the www.vwgroupsupply.com and, at the buyer's request, provide documentation in VW Group formats.

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The seller is obliged to respect the buyer's requirements for approval and for the scope of documented requirements.

The seller may not provide third parties with any technical documentation of the buyer, e.g. drawings, material sheets.

The manufacturing documentation must describe to an appropriate extent all product creation activities and processes in a documented, controlled form. The operator's knowledge and ability to perform correct operations must be verified and documented. Each change shall be subject to verification and re-release.

Processes must be appropriate, clean and productive to minimize downtime and extra work. At critical points, the question of substitutability or substitutability of technology must be resolved.

VIII. Record keeping and archiving

The seller is obliged to keep any type of technical and other quality documentation on the basis of which he reliably demonstrates that he has met the safety and functional requirements for the product for at least 15 years after the end of delivery, including series production and supply of spare parts.

IX. Record keeping of increased shipping costs

The seller must monitor whether he incurs higher transport costs than planned when delivering products to the buyer. The buyer has the right to request records of these increased shipping costs in order to verify the seller's ability to fulfill its obligations in the next period.

X. Supply

The system of acceptance and review of the contract must guarantee 100% volume and timeliness of delivery of deliveries. Failure to meet the delivery deadline must be notified by the seller to the buyer immediately after discovery.

Packaging and delivery must guarantee the integrity of the products, their marking and their handling by mechanized means. The packaging must be made of recyclable material and labelled with a recyclability badge. The method of packaging is subject to release by the buyer.

The seller is obliged to maintain its production capacity so that it is able to supply spare parts for 15 years after the end of series production.

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Product warranty means the commitment of the seller that his products will have all parameters according to the technical documentation, written approval and requirements of the buyer. The warranty period is valid for 36 months from the date of delivery of the products to the buyer.

The warranty period does not run during the period when the buyer cannot use the products, due to the fault of the seller, because they do not meet the requirements of the buyer - they are unsatisfactory.

The seller must ensure and prove at any time the material, technical, qualitative and temporal identification of the products.

The seller must immediately warn the buyer in writing if he has not fulfilled the agreed quality and logistical requirements.

The seller is obliged to attach a product certificate to each delivery, if the buyer requires it. The data provided on the attestation will be agreed between the contracting parties.

The quality of each delivery is verified by the buyer by comparing the conformity of the requirements set out in the purchase contract, identification of products, technical parameters from relevant technical drawings, requirements from defect books, requirements for data in measurement protocols, specified range of data in attestations and certificates, or other written requirements by the buyer proving the conformity of the supplied products.

The seller is obliged to have an agreed reserve stock of products permanently in stock. From this stock, he can fulfill the orders of the buyer only with his consent in exceptional cases. After drawing from this stock, the seller is obliged to replenish the stock to the agreed amount in the shortest possible time. The buyer has the right at any time to require the seller to inform him of the current amount of the buffer stock. At the same time, he shall have the right to personally verify the maintenance of the Buffer Stock.

XI. Non-conformity resolution and corrective actions

If the buyer finds that the delivered products are non-conforming, he will notify the seller in writing in the form of an 8D-Report which parameter does not comply and from which delivery the non-conforming products come. Based on the complaint, the seller is obliged to take immediate measures within 48 hours at the latest and system measures to eliminate the causes of the complaint within 10 days. He informs the buyer about the resolution of the complaint in the form of an 8D-Report. Records of corrective actions implemented must be kept for at least 3 years.

In order to ensure the logistics chain, the buyer may immediately request from the seller a replacement delivery in the form of direct non-financial exchange in the same quantity and of satisfactory quality. The seller is obliged to fulfill this requirement. The delivery of a

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replacement delivery is without prejudice to the seller's liability for delay. Products supplied which are non-conforming shall be regarded as products not delivered. If the seller is unable to provide immediate compensation, the buyer will expose the credit note.

The buyer regularly evaluates the level of deliveries from the seller, qualitative development, the value of the maximum permissible level of non-quality and informs the seller about the identified non-conformities. If the seller has repeatedly supplied non-conforming products, in which case the buyer will provoke an escalation against the seller with one or more options by:

- increase the number of units for statistical selection,
- informs the seller in writing about the establishment of sorting by its own staff,
- instructs the seller to sort stocks on their own and mark verified deliveries with information 100% certified,
- instructs the seller to sort inventory by ordering an external company at the seller's premises or at premises designated by the buyer.

In the case of a justified complaint, fees for proven administrative handling of the complaint will be charged. Other costs will be charged according to proven costs in connection with the resolution of the complaint.

The seller is obliged to provide the products specified by the buyer either intermediately or directly, if the manufacturer is also the manufacturer with reports of requalification tests.

Non-conforming products and products of unknown quality (suspect) are already subject to identification and isolation arrangements at the seller's premises so that under no circumstances can they be used again. The seller is obliged to take all measures to prevent the non-conforming product from penetrating to the buyer. Even if non-conforming products have penetrated beyond the final control of the seller, or the products are already in the transport stage, the seller shall immediately demonstrably inform the buyer about the cause and extent of the non-conformity.

Non-conformities in the process, internal and external disagreements are the reason for the seller to analyze the causes of their occurrence and to determine corrective measures up to the stage of their implementation and verification.

Based on the buyer's complaint, the seller must take immediate measures within 48 hours and systemic measures to eliminate the causes of the complaint within 15 days. About resolving the complaint and corrective measures in place must be kept for at least 3 years.

The buyer at the seller in connection with the complaint is entitled to reimbursement of administrative costs in the amount of 150, - € plus other proven costs.

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XII. Process improvement

Processes significant to the buyer's order must show improvement parameters year-on-year. The targets are set by the buyer or seller in its own mode.

Improvement must focus in particular on:

- internal non-conformities,
- external non-conformities,
- cost reduction.

Improvement must be promoted and managed from a competent location.

XIII. Collaboration and communication

For the operational management of cooperation, the Contracting Parties shall designate persons who shall be competent in the following areas:

- trade
- quality
- technical solutions,
- economic affairs.

Relative competencies for the contracting parties are in the sales departments.

Before commencing cooperation, the seller and the buyer are obliged to conclude agreements such as the Supplier's Code of Conduct, on the method of electronic data exchange, the format of the data exchanged and the method of data backup, a communication matrix of authorized representatives for individual commercial, technical and quality areas.

Before starting cooperation with the buyer, the seller is obliged to undertake in writing to comply with and in business practice also to respect the buyer's requirements for confidentiality of data within the scope of the provisions specified in the "Confidentiality Agreement". The contract is always concluded by the statutory representatives of the buyer and seller.

XIV. Environment

The supplier is committed to reducing the burden on the environment and has implemented an environmental system according to ISO 14001.

The buyer invites the seller to adopt appropriate principles of environmental protection and, in the area of the subject matter of the purchase contract with the buyer, to measures that will improve the parameters of deliveries and be more environmentally friendly. In particular, the aim is to:

- exclude carcinogenic substances from use,
- reduce the content of cadmium, mercury and lead in the products supplied,

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- use recyclable material over non-recyclable material;
- reduce waste.

The buyer requires proof and commitment to reduce the carbon footprint from the seller as required by European authorities.

XV. Final provision

This agreement is an ancillary to the purchase contract between the buyer and the seller. Withdrawal from this Agreement is possible only with the consent of the other Contracting Party and will be considered as withdrawal from the purchase contract. The Agreement enters into force on the day of its signature by both parties and is valid for the entire contractual period specified in the purchase contract.

Seller:

Buyer:

SLUŽBA NITRA, s. r. o.
Pražská 33
949 01 Nitra

IČ DPH:

IČ DPH: SK2020412570

Representative:

Representative:

Date:

Date:

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Revisions

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0	First edition	1.10.2014	Ing. Ján Humený	Mgr. Martina Štefanková	Ing. Ján Fülöp
1	Transfer of requirements from customers SLUŽBA NITRA, s. r o. to suppliers	1.10.2023	Ing. Ján Humený	Mgr. Martina Štefanková	Ing. Miroslav Fülöp

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