	Date: 05.03.2018	FB-38 QSV
	Revision: 4	Page: 1 von 6

## Quality Assurance Agreement

for suppliers of  
Tennant Metall & Technologie GmbH

### 1. Purpose and Scope

The below described quality assurance requirements define the technical and organisational contractual conditions and processes between Tennant Metall & Technologie GmbH (referred to as „Tennant“) and suppliers that are necessary to achieve required quality achievements.

The supplier will ensure that his sub-suppliers and third party business partners will also follow this assurance agreement and guarantees that the products supplied by his sub-suppliers meet the contractual quality standards. This Quality Assurance Agreement is part of all supply contracts between Tennant and the individual supplier.

By acknowledging the order placed by Tennant, the supplier agrees to strictly adhere to all stipulations according to this Quality Assurance Agreement.

### 2. Quality Management

#### 2.1 Quality of supply

The supplier takes appropriate quality assurance measures to ensure that his products or processes are in conformance with the specifications given by Tennant or their customer.

The supplier is responsible for:

- supplying material to the quality ordered / agreed
- supplying ordered material at the agreed delivery time
- supplying agreed quantities of material
- supplying ordered goods at the place of delivery


The supplier agrees to aim for zero deviation from the above while maintaining constant reviews and amendments to achieve this goal.

The supplier acknowledges his awareness of the importance of his part in achieving conformance to deliver the right goods and services as well as guaranteeing product safety and will take all measures to meet the product requirements including all legal aspects and high quality requirements.

#### 2.2 Quality Management System

To ensure the quality of products and processes the supplier will conduct all aspects of his business under a certified Quality Management System to DIN EN ISO 9001 latest revision (minimal requirement) and will renew such system when necessary. Preferably the supplier will work under a Quality Management System to DIN EN 9100, DIN EN 9120 or equivalent.

All Quality Management System certification is to be supplied to Tennant and any change or failure of recertification is to be immediately notified to Tennant. In case of lack of such a Quality Management System the supplier is expected to improve constantly on his system and to aim for a certification according to DIN EN ISO 9001. Tennant may only certify the company as a supplier after conducting an audit at the supplier's premises.

	Date: 05.03.2018	FB-38 QSV
	Revision: 4	Page: 2 von 6

### 2.3 Audit at the supplier's premises

The supplier agrees to be audited by Tennant or their customer after sufficient notice to ensure that all quality assurance measures taken by the supplier conform to the requirements.

The audit may be conducted as a System's audit and/or product audit. Where necessary, the audit may also include sub-suppliers.

The supplier and his sub-suppliers will supply all information regarding

- manufacturing processes
- all quality assuring measures and organisational units
- documentation

Tennant assures confidentiality of all information received during such audits. Any audit results will be notified to the supplier in writing.

In case of corrective action the supplier agrees to immediately file a list of measures to be taken and will implement these within a short time.

### 2.4 Right of entry

The supplier grants Tennant, their customer and official bodies the right to enter his premises. He also agrees to give full insight into documents and information pertaining to the quality of the products. All documents and information will be treated confidentially by Tennant and their customer and are only relevant for product quality assessment.

## 3. Certification of Suppliers and Supplier Evaluation

### 3.1 Certification of Supplier


Basis of certifying a possible supplier is a supplier questionnaire to be filled in by the supplier before any audit and to be sent to Tennant including copies of any existing certificates. Tennant reserves the right to check for the efficiency of the implemented system at the supplier's premises.

If Tennant issues a positive evaluation, the supplier is entered into the supplier's list.

### 3.2 Supplier Evaluation

The suppliers' performance is essential to achieving Tennant's quality aims. Therefore a constant evaluation of suppliers is being carried out. The focal points of this evaluation is product conformity and keeping delivery dates.

Should any actions be necessary to improve on these focal points, Tennant will inform the supplier accordingly. The supplier is responsible for taking appropriate actions to ensure achieving the required quality at shortest delay possible.

 <b>TENNANT</b> <i>Metall &amp; Technologie GmbH</i>	Date: 05.03.2018	<b>FB-38</b> QSV
	Revision: 4	Page: 3 von 6

## 4. Procurement Guidelines

### 4.1 Scope of order details

The supplier checks the order for details of specifications, revisions, special requirements, drawings, dimensions, quantities, delivery times etc.

Any deviation is to be notified to Tennant in writing and the order is to be held in abeyance until clarification. In case the supplier is unable to fulfil the order details, he is to inform Tennant immediately.

### 4.2 Quality of delivered products

All delivered products have to conform to the specification ordered. Should the supplier receive any information about non-conformance of the delivered goods after delivery, he has to inform Tennant immediately. A mutual list of measures to be taken will then be made by both parties concerned.

### 4.3 Traceability and Marking

The labeling of the delivered products must correspond to the requirements according to the drawing, specification or order. The supplier commits himself to ensure the traceability of the products he supplies. Labeling is to be done directly on the item supplied so that in the event of a defect being identified, the defective items / batches can be isolated.

### 4.4 Packing

Adequate packing is to be chosen to avoid any quality deterioration in transit and stocking. All deliveries have to be accompanied by test certificates.

### 4.5 Shipping / Delivery Notes


All delivery notes must show order number, purchaser's name and address, total quantity delivered (pc/meter/kg) and additional informations as per order.

### 4.6 Certification

All material is to be supplied with a test certificate according to DIN EN 10204/3.1 – this will be noted in the order. Should such test certificate be unavailable, the supplier has to inform Tennant immediately upon receipt of order.

The complete documentation has to be sent in time either by e-mail to the purchaser in the Tennant administration or the central e-mail address „info@tennant-metall.de“ and / or by post/mail or has to be supplied with the goods.

All incoming material lacking the above documents will not be processed by incoming material checking. The supplier has to keep all documentation concerning tests carried out and their results at his premises. Tennant is entitled to view these documents at any time.

	Date: 05.03.2018	FB-38 QSV
	Revision: 4	Page: 4 von 6

#### 4.7 Requirements concerning processes by third party

A certification to DIN EN 9100 as minimum requirement is mandatory for all third parties/sub-suppliers carrying out processes such as heat treatment, forging, rolling etc. Preferably the third party is certified to NADCAP.

Material testing can only be carried out by third parties having a DIN EN / IEC 17025 certification as minimum requirement.

The supplier is responsible to reveal all external processes applied to Tennant and to ensure process safety. Tennant reserve the right to monitor all relevant processes.

#### 4.8 Delivery dates and transport

The supplier has to ensure delivery of the ordered/agreed material quantity at the agreed date and should constantly try to optimize on this.

As soon as the supplier realizes that the delivery date or material quantity cannot be held, he has to inform Tennant immediately in writing, giving the reasons for delay / reduced quantity and advising on new delivery date. In such case Tennant may opt to cancel the order.

In-time delivery is monitored by Tennant and forms part of the supplier's evaluation. The supplier has to take into account the time for transport when stating his delivery time.

### 5. Quality Assurance

#### 5.1 Statistic methods

The supplier has to prove the implementation of functioning and organised processes while using statistical methods.

All processes have to be checked, documented and proven while aiming for a zero-deviation strategy. Optimizing the processes by implementing corrective actions has to be effected continually.


#### 5.2 Quality checks

The supplier has to carry out quality checks to ensure compliance of the delivered goods with given quality requirements. The scope of quality checks is to be determined by the supplier according to the degree of achieved processes, the importance of the respective characteristic and the possible impact of deviation. Should Tennant request special checks, they will be notified to the supplier and mutual agreements will be discussed.

#### 5.3 Test equipment

The supplier has to ensure that all test equipment is suitable to check for characteristics stipulated in specification, drawing, etc.

A supervision of all test equipment is mandatory and regular checks and calibration documented.

 <p><b>TENNANT</b> Metall &amp; Technologie GmbH</p>	Date: 05.03.2018	<b>FB-38</b> QSV
	Revision: 4	Page: 5 von 6

#### 5.4 Handling of claims

In case of claims the supplier engages in analysing the cause of the claim (i.e. 8D-report) using adequate methods to determine the underlying cause for the claim to occur and the non-detection of the cause. The analysis will be carried out by the supplier within shortest possible time and corrective actions will be defined and implemented within 8 days from the results of the analysis. The findings will be notified to Tennant in writing.

Any actions taken have to be notified to Tennant within 30 days after the claim has been filed and a fully finished report has to be submitted to Tennant within 6 weeks after the claim.

#### 5.5 Documentation

The supplier will keep all documents relating to orders and quality for a minimum of 10 years as required under current laws and customer requests.

#### 5.6 Changes

The supplier will notify Tennant if the following occurs:

- change of products or processes
- change of material
- change of material designation by the mill
- change of supply source when supplying parts to customer specification
- change of personnel in key positions
- change of Quality Management System
- change of company's legal form, management, ownership, business address
- changes in product specification

There is no need to notify optimisation of production processes, however, such changes have to be documented and have to be supplied to Tennant upon request.


The supplier must not deliver non-conforming products to Tennant. Requests for deviation from existing standards or release of deviating material have to be filed in writing. Delivery of material with deviation is only allowed after prior written approval by Tennant.

### 6. Environment, safety, health

The supplier agrees to solely work with materials that conform to

- a. all current laws and safety regulations – especially when it comes to hazardous substances, packing materials or preserving agents
  - b. all current national and international technical standards (i.e. SAE, ASTM, DIN, ISO, MSDS, VDA, EN)
- and
- c. will ensure that no illegal products or substances are used. All products must conform to the legislation, standards and guidelines (REACH, ROHS) valid at the time of order.

If one of the above requirements cannot be met, the supplier has to inform Tennant upon receipt of order in writing, listing the illegal substances.

	Date: 05.03.2018	FB-38 QSV
	Revision: 4	Page: 6 von 6

## 7. Code of Conduct

The supplier engages to fulfil his obligations as laid down in the laws for minimum wage, anti-discrimination, as well as equality and to practice a fair and ethically correct way in dealing with his workforce and business partners.

The supplier will ensure that all employees will follow the guideline to safeguard the successful implementation of quality requirements.

## 8. Confidentiality

Both parties concerned agree to strict confidentiality concerning all technical and business information, experiences, proposals, etc. and will not disclose any such knowledge to third parties. They also agree to instruct their staff accordingly and ensure their confidential use of such information.

The supplier is responsible for non-violation of any patent rights or trademarks governing the products supplied.

## 8. Final Provisions

Tennant Metall & Technologie GmbH reserves the right to remove a supplier from their supplier's list in case of violation of the above stipulations. This Quality Assurance Agreement (latest revision) is an integral part of any contract with suppliers.

Both parties agree that this agreement may need adapting or alteration from time to time and that both parties will work together to find a mutual understanding should this be necessary.

Should one or more of the above paragraphs become ineffective, the remaining paragraphs will remain valid. The partners agree to act according to this agreement and will seek to amend the agreement by choosing legally correct new measures to the purpose of economic viability.

No verbal agreements apply.

The above paragraphs are the only valid ones. All future changes and additions have to be in writing.

This Quality Assurance Agreement and all business with Tennant Metall & Technologie GmbH is governed by the laws of the Federal Republic of Germany.

Herne, 5th March 2018



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Managing Director



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