

Quality Guideline for suppliers of the chemical industry

Introduction

The suppliers of Freudenberg Sealing Technologies GmbH & Co. KG and its affiliated companies (hereinafter referred to as FST) are forming an integral part of our chain of processes. The resulting demands made on the suppliers' quality management system serve as a basis for cooperation between FST and its suppliers and they provide the basic technical and organizational conditions and processes between FST and its suppliers, which are required for the attainment of shared objectives. They are forming part of the quality policy and anchored in the overall strategy of FST. Special attention is paid, in this context, to the unconditional fulfillment of the customers' expectations as well as to the consistent pursuit of the zero-defect objective, coupled with a flawless quality of supplies. They specify the minimum demands made on the suppliers' management system in terms of quality assurance. Specific descriptions serve as explanations.

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Confirmation

Supplier Quality Guideline for suppliers of the chemical industry

We herewith confirm that we have duly received and acknowledge the present „Supplier Quality Guideline for suppliers of the chemical industry” which is applicable to all procurement processes of Freudenberg Sealing Technologies GmbH & Co. KG and its affiliated companies.

Company: _____

Address:
(Company stamp) _____

Authorized Signature
& date supplier: _____

Name and position
of signatories _____

If applicable mutually agreed comments and/or modifications are attached in
addendum dated: _____

Rev. 1.0

Please complete, sign and upload this confirmation (if applicable with addendum) **in your Supplier Profil on the FST Supplier Portal www.fst.com.**

The “Quality guideline for suppliers of the chemical industry” is published in German and English. Translations in other languages are only used for explanation purposes and are contractually not binding. In case of doubt, the German version always applies.

The present “Quality guideline for suppliers of the chemical industry” remains the property of Freudenberg Sealing Technologies. The supplier shall be entitled to make copies of this document for his own use.

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1. Target

This **quality guideline for suppliers of the chemical industry** rules the quality requirements for all services and/or products to be rendered for and/or delivered to FST.

The items listed do not limit the relevant rules, such as ISO 9001 and IATF 16949 as amended.

2. Responsibility, scope of application

2.1 Contact

FST-Corporate Procurement (hereinafter referred to as CP) is the negotiation partner of the suppliers for all contractual agreements. Contacts with other specialist departments are coordinated by CP.

2.2 Scope of Validity

The "Quality guideline for suppliers of the chemical industry" applies to all external supplies of processes, products and services, which influence the fulfillment of our customer requirements.

3. Quality policy and quality objectives

3.1 Supplier's quality management system

a)

Suppliers of the scopes named in 2.2 commit to permanent application of a certified quality management system according to the current version status of the IATF 16949.

Non-producing suppliers, such as trade organisations, importers, sales and representation agencies, etc. must render proof to FST that the subsupplier producing and/or processing the product for FST uses a certified quality management system **according to the current revision status of the IATF 16949.**

All changes to the certification status and special status notifications according to IATF 16949 must be disclosed to CP without prompting.

The supplier ensures by suitable corporate organisation that no damage arises to third-party property, specifically in connection with product responsibility for the delivered products. The supplier may train and appoint an employee as product safety officer for this. The supplier shall render proof to CP about suitable corporate organisation, e.g., by disclosing the product safety officer. FST shall provide an overview of tasks and knowledge of the product safety officer on request.

b)

The supplier is committed to the zero-defect objective and must continually improve his performance in this direction. He is obliged to continuous improvement (KVP).

The specifications agreed between the supplier and FST are deemed maximum values. Individual quality agreements can be made between FST and the supplier within these maximum values. This does not relieve the supplier from his obligation to reaching the zero error objective.

The supplier commits to contribution to quality-improving programmes with the specialist departments of FST.

- The supplier's quality management system must be aligned with prevention instead of discovery of defects.
- Risks or deviations must be recognised early on by using error avoidance and analysis methods (FMEA, SPC, DoE, etc.), and the corresponding error avoidance methods must be implemented without delay.

c)

The supplier shall be responsible for using suitable measuring and test devices (including test software). All measuring and test devices are to be released by a test medium monitoring system; the capability must be documented in a measuring system analysis.

The test medium monitoring and its organisational control generally must be performed with a suitable system. Where FST provides test equipment to the supplier, it must be included in the supplier's test equipment monitoring or maintenance system.

Proof of the calibration status must be marked as follows at all measuring and test devices:

- Test equipment number
- Test equipment status
- Next inspection date

3.2 Quality management of the subsupplier

The supplier is fully responsible for securing the quality of subsuppliers. When selecting subsuppliers, the supplier must ensure the subsupplier's quality capability. The supplier is asked to only use such subsuppliers when awarding subcontracts who are verifiably certified by a recognised certification company or who are certified by the supplier as a second party where possible.

FST reserves the right to demand proof of a quality management system from subsuppliers.

3.3 Process, product audit (at the supplier)

The term of approved supplier generally only refers to the certified application scope of the certificate that was approved by FST, or the supplier's audited site approved by the management certificate of FST.

FST shall have the right to determine in an audit whether the quality assurance measures of the supplier warrant compliance with the customer requirements. The audit can be performed as a process or product audit and must be agreed in advance before undertaking. On demand, appropriate limitations of the supplier are agreed on in a contract to secure his operational secrets.

The supplier agrees to undertake Audit at his sub-supplier upon FST's request.

FST reserves the right to perform an audit at the subsupplier's site in coordination with the supplier.

3.4 Documentation, information

a)

The supplier produces, inspects and delivers according to the last valid documents. Documents from FST and its customers are to be treated as operational secrets. Passing on of documents to third parties generally is not admissible. Passing on shall require the written consent of FST. The archiving period for documents with special attributes is 15 years after the end of serial production at FST. The supplier shall grant FST insight in such documents on request. Documents shall be destroyed at the end of the storage period so that they cannot be reconstructed anymore.

b)

The supplier must ensure throughout serial/batch production that only such products are delivered to FST that fully comply with the specifications and other technical documents as well as the agreed function of the delivered products.

c)

If it becomes clear that agreements entered into (e.g. on quality features, appointments, delivered quantity) cannot be complied with, the supplier is obliged to inform FST without delay. The process-related data and facts must be disclosed accordingly. Deviations of the actual condition from the target condition of the products (quality loss) must be reported to FST within 24 hours, including measures taken to remove them.

d)

Any change of production methods, materials, relocation of production sites, changes of procedures to inspect the products or other quality assurance measures must be reported well in advance to FST for review and must be approved by FST.

The above changes to the product and the process chain are to be documented in a product service life and submitted to FST on request.

e)

For customer-specific raw materials and contracted services, only sub-suppliers approved or nominated by FST must be used.

4. Advanced Product Quality Planning, serial production, traceability, identification and indication of defects

4.1 Requirement

Suitable advanced product quality planning methods (APQP) for avoiding potential errors and for continuous improvement are to be applied. All individual processes from development to serial/batch production must be covered and mapped. The APQP must be coordinated between the relevant departments of FST and the supplier; progress must be reviewed at regular intervals. If FST does not participate in this advance planning, the supplier must do so under his own responsibility.

4.2 Feasibility Study

The supplier commits to performing a feasibility study and submitting it to FST on request in connection with developments for new products or processes.

The feasibility study must document that a product can be produced according to the specifications under serial/batch conditions. Where possible, the indicated tolerances must be assessed statistically. Furthermore, a statement must be made on whether the supplier's capacity permits delivery of the planned volumes and compliance with the intended dates and whether the chosen packaging ensures maintenance of product quality in transport and storage.

The feasibility study must be performed under the responsibility of the supplier and in coordination with the relevant department of the LC/GB by FST in case of new or changed products and specifications, production and process changes or in case of larger volume increases.

4.3 Process flowchart/manufacturing instructions

The supplier commits to drawing up a process flowchart/manufacturing instructions in which all work steps, automatic queries and check areas are marked and secured with hints to potential problems. The material marking and material flow must be specified so that processing of incorrect materials or products is excluded.

4.4 Preventive methods

The supplier uses FMEAs or other suitable preventive methods for products for early recognition and avoidance of errors in product and process. They are to be updated continually regarding the development and process changes as well as the usage of the product. The product features and process parameters recognised as critical, specifically defined and agreed special attributes, must be assumed and marked in the inspection plan by the supplier as essential features. Examples for reaching objectives supported by the use of i.e. FMEAs include:

- Shorter development processes
- Lower-interference serial startup
- Economically efficient production
- Increase of functional safety
- Increase of product reliability
- Reduction of warranty and goodwill costs
- Improved internal communication

4.5 Production control plan

In the production control plan, instructions for product and production process control, specifically for the special (critical and significant) attributes, must be defined, continually applied and updated.

A production control plan must be applied by the supplier during the entire service life of a product. It must be kept up to date at all times, both in pre-series and in the serial production phase; on special request, this shall include the sample phase as well.

4.6 Facilities, maintenance

The supplier must plan procurement of new or changed meters and facilities so that timely supply to FST with products in compliance with the specifications is warranted. Production media must be kept in the condition of a specifications-compliant product manufacture with a proper maintenance plan. Where FST provides production equipment to the supplier, it must be included in the supplier's production equipment monitoring or maintenance.

The supplier commits to continue to supply FST with the ordered products for the production of spare parts for the customers of FST after serial delivery. Unless specified differently by FST, this delivery obligation shall continue for a period of 15 calendar years from FST's information on discontinuation of serial production. The supplier shall be obliged to maintain all tools, devices and other equipment required for defect-free production of the product in a condition to warrant restart of production in short notice for FST for the period of 15 years without charging any additional cost.

4.7 Traceability, identification

Traceability of the delivered products throughout the process chain, including input material, must be ensured without gaps by the supplier in the scope of underlying cause analysis, specifically to limit damaged or defective stock in circulation and transport. Immediate 100% inspection or sorting inspection (if possibly batch-related) of these stocks must be performed by the supplier.

The following minimum information applies for marking the outer and unit packaging:

- Material Name (in compliance with the safety datasheet)
- Fill volume/quantity unit
- Supplier name
- Material number of the supplier (and poss. FST material number)
- Either production or expiration date
- Batch no.
- Customer revision status

Additional information in case of changes in signal colour: "Attention: New revision status".

Alternative material must be clearly marked as such.

The production status and inspection decision must be recognisable at all production batches and partial production batches. Different batches must be separated; delivery sorted by batch must be warranted

4.8 Inspections, complaints and measures

a)

The supplier is responsible for specifying an inspection concept for product and process under his own responsibility to ensure stable processes and meet the agreed objectives and specifications.

b)

For agreed, functionally relevant, special and critical attributes, suitable procedures (e.g. statistic process control or manual control card technology) are to be applied to document process capability across the entire production time.

Special attributes are indicated in specifications and standards as such or agreed on in separate Annexes.

c)

In case of process interference and quality deviations, causes must be analysed, improvement measures initiated without delay and their effectiveness reviewed. Products from the affected and subsequent processes must be reviewed. Indicative problem solutions that can be understood by FST must be applied. FST must be informed without delay of any subsequently recognised deviations of goods in delivery or already delivered.

d)

In case of defective deliveries, the supplier must take measures without delay to limit the damage and remove errors permanently (replacement deliveries, sorting or rework).

The complaints must be processed at least according to the 8-D system with 8-D report.

Reworked and/or sorted product deliveries shall require the written release of the responsible FST department. The delivery of goods must be marked specifically, marking must be applied clearly visibly to the respective goods delivery.

FST reserves the right to pass on all costs arising in connection with a complaint to the supplier. FST shall charge € 200 per process to the supplier for the processing effort resulting from a complaint.

e)

FST limits its goods receipt inspections to the determination of compliance with quantity and identity of the contractual products based on the delivery note data as well as any obvious transport and packaging damage. FST shall report any defects found in a delivery in the course of its proper business to the supplier without delay.

In this respect, the supplier shall waive the objection of delayed complaint about defects.

5. Procurement chain

5.1 Quality documents and specifications

Delivery dates must be complied with 100%. The planning information for this must be coordinated with the procurement offices within FST.

FST provides specifications for production/rendering of services. In the scope of its document inspection, the supplier must report any defective or missing documents that may cause impairment of defect-free or timely product production or delivery and rendering of services to FST without delay.

The supplier must record extra freight costs and report them to FST.

Production log/batch-related certificates such as inspection certificate according to DIN EN 10204 3.1, must be archived by the supplier. It must be ensured that the inspection certificates can be delivered to FST within one working day. On request, these inspection certificates must be enclosed with the shipping documents of the related delivery.

5.2 Packaging and safety

The packaging concept must be coordinated with FST. Effects of packaging to the product quality must be reviewed. Packaging and transport tests must be performed if necessary to ensure consistent product quality. Changes to the packaging must be reported 6 months in advance.

The suppliers are asked to clarify the application of certain specified cleanliness requirements. This shall also apply to packaging media, specifically reusable packaging (e.g. pallet cage, small load carrier, etc.). Reusable packaging must be reviewed for proper condition at regular intervals.

6. Supplementary requirements

6.1 Trainings

Employees of the supplier must be qualified for performance of their own tasks and, if required, specifically trained separately for the respective production process of the product by FST with the objective of defect-free product quality. This shall also include temporary staff. For this, a further training programme must be drawn up that includes management as well.

6.2 Contingency Planning

Interferences and events with effects on product quality, delivery date, delivery quantity, etc. must be reported to the affected departments within FST at once. A copy of the report must be submitted to FST CP. A plan for immediate measures with risk assessment and ensuring delivery capability must be enclosed with the interference message within 24 hours. The supplier designates a single qualified contact who is available to FST purchasing, without limitation if required according to the severity of the case. The supplier's management must be involved at any time.

FST reserves the right to apply special status classifications (e.g. supplier stop for new business, controlled shipping, etc.) to the supplier in full according to the originator principle. These may include:

Controlled Shipping Level 1 (CS-1)

Description:

The CS-1 status triggered by FST commits the suppliers to regular inspection and control processes for immediate putting into effect of an **additional** inspection, control and sorting process for a specific and/or specified non-compliance or deviation, along with a detailed failure cause analysis at the supplier's site. The CS-1 process is performed by the supplier's staff members who were trained accordingly for the measures

Controlled Shipping Level 2 (CS-2)

Description:

In the CS-2 process, an additional inspection, control and sorting process takes place by third parties charged by FST at concurrent continuation of the CS-1 process. Additionally, the current measures in the form of process and/or product audits are reviewed for effectiveness by FST or a third party designated by FST.

The supplier is obliged to apply the respective standard in full across the agreed period; all costs arising for FST in this respect shall be at the supplier's expense as well.

7. Supplier qualification

FST generally reserves the right to assess and classify the supplier with the product and process assessment methods specified by FST. This is independent of the supplier's certification status

7.1 Supplier nomination & approval

Generally, a delivery contract for production materials is only entered into with the suppliers who have achieved the status "approved without limitation".

In case of non-performance, the supplier commits to performing improvement or removal measures to achieve this status within 3 months.

7.2 Supplier development

FST performs regular performance evaluations of his suppliers based on a process-oriented assessment system.

The following services are assessed in this context:

Block 1 – Quality

- Conformity/non-conformity of the delivery
- Number of complaints
- Special status due to quality problems
- Certifications

Block 2 – Delivery compliance

- Compliance with delivered amount vs. agreed ordered amount
- Compliance with delivery date vs. agreed date
- Special status due to delivery matters

Block 3 –Service
among others

- Cost conduct (TCO = Total Cost of Ownership)
- Innovation & engineering
- Cooperation, reliability, special freight costs

Performance evaluations leads to an A, B or C classification. Suppliers with a classification of B and C are obliged to initiate improvement measures to achieve status "A". FST reserves the right to take on-site measures with the supplier's support in the scope of his supplier development.

All "B" and "C" suppliers are obliged to submit a measures catalogue to improve the situation. If this is not effective in a specific period of time, FST will develop an escalation stage plan with the supplier.

Suppliers with the classification "C" are put into the status "07 New Business Hold" until effective implementation of the initiated and released measures and thus locked for new products.

The objective of FST is permanently only working with suppliers of classification "A".

8. Initial sampling

8.1 Requirements to sampling for raw materials

The provision of raw material samples for release at FST must be performed under serial conditions base on the last specifications that were valid, released or to be released by FST.

Sampling is required in the following cases:

- New product
- Changes to material/contents
- Changes to the production process
- Use of new subsuppliers/contracted processors
- Relocation of the production sites
- Change to the packaging
- Interruption of production by more than one year
- After delivery stop due to massive quality problems

The sample order is triggered by FST. Before this, the following documents must be provided and sent to the relevant office in the company (MC/RM):

- MSDS in the local language and in English according to the statutory requirement (e.g. in the EU according to the REACH regulation)
- Technical datasheet, local language or English
- Specification
- Analysis certificate and log no./batch no. (at delivery)
- If required, further necessary releases on request
- In case of changes, technical comparisons/reports are necessary (old/new)

FST reviews the product at the required scope before serial production commences and grants approval to the supplier, if necessary under consideration of additional obligations.

8.2 Requirements to sampling for raw materials from outside of serial production

The provision of raw material samples from test reactors is subject to a separate development process and requires some coordination with the technically responsible persons in both companies The corresponding action plans/meeting minutes must be submitted.

The sample order is triggered by FST. Before this, the following documents must be provided and sent to the relevant office in the company (MC/RM):

- MSDS in the local language and/or in English according to the statutory requirement (e.g. in the EU according to the REACH regulation)
- All other documents are project-specific at this time and are if agreed subject to an NDA

If a sample becomes a serial raw material at the supplier's, proceed according to item 8.1. This must be reported to FST in advance. The corresponding documents must be provided to FST.

9. Contractual agreements

9.1 Purchasing conditions

The purchasing conditions valid at the time the order is placed shall apply to all procurement processes according to the scope of application. The respective valid statutory rules shall apply supplementary.

The supplier accepts these conditions bindingly with acceptance of the order. Rules deviating from these conditions shall only commit FST if recognised in writing by FST.

9.2 Warranty and product liability

The rules on warranty and product liability are indicated in the purchasing conditions. Warranty agreements exceeding the purchasing conditions can be agreed on with FST additionally.

The supplier ensures that his products comply with the quality requirements listed in the product specifications without limitation. It shall warrant this at least for the term of the statutory period of the receiving country. This period cannot be reduced by contractual agreements. The supplier is obliged to take out a product liability insurance in the scope of his risk management.

9.3 Patents or other industrial property rights

If any co-development of the supplier leads to any patent or property-rights capable invention, FST must be informed without delay upfront of any application/registration and has to be involved upon request in any patent property-rights process. If required the parties will agree on a development contract.

9.4 Confidentiality

The contracting parties commit to treating all operations-internal information confidentially. If required, a separate non-disclosure agreement will be signed between the contracting partners.

9.5. Other contractual agreements

Any other contractual agreements beyond the quality guideline shall not be affected.

10. Observation of laws and provisions and REACH compliance

10.1 Declaration of compliance with the law

The supplier represents that he observes all applicable laws and provisions in the production of goods and rendering of services, including, but not limited to the areas of machinery safety, chemicals and hazardous substance law, environmental protection and work protection.

All purchased parts and substances used for the contractual object in the supplier's production must meet the respective applicable statutory requirements in the country of production and the country of performance of the contract.

Additionally, all substances and substance groups according to VDA 232-101 "List of substances requiring declaration" must be indicated in the material safety data sheet where present or possible released in the products. With reference to the "End of Life Vehicle" directive of the European Union (EU), the supplier supports the inclusion of his product in the IMDS database on demand.

If applicable, the directives of AIAG for securing special production processes (CQI 9 - Heat Treatment Assessment, CQI 11 - Plating System Assessment and CQI 12 - Coating System Assessment) must be ensured by the supplier. Assessments regularly must be performed in the scope of internal audits. The results of these audits must be made available to FST on request.

The supplier shall specifically observe prohibitions in the production, processing and use of certain substances, such as:

- **ROHS** (EG directive: "Restriction of the use of certain hazardous substances in electrical and electronic equipment"), as well as the respective current implementation into national law;
- **ELV** (EG directive "Old car directive"), as well as the respective current implementation in national law.

The supplier recognises that any violations of applicable laws and provisions, specifically regarding substance prohibitions and restrictions, will cause a deficit in the goods delivered or services rendered. The supplier shall release FST from all third-party claims, expenses, costs and damage arising in the scope of such violation by the supplier.

11 REACH declaration of conformity

The supplier recognises that FST as the producer is a "Downstream User" in the sense of REACH and warrants that all REACH provisions that REACH expressly imposes on the supplier or conducts required regarding REACH for FST to process, sell or distribute the corresponding products in the EU are complied with. This shall specifically include: (a) Advance registration, registration or approval of chemical substances or preparations at the scope required by the law, (b) implementation of internal organisational measures that document REACH conformity, (c) ensuring that any use of chemical substances or preparations in products (including packaging material) that FST or a customer of FST has indicated/reported to the supplier are covered by the respective (advance) registration or approval, (d) report at once if a substance or preparation that was registered in advance should not or cannot be finally registered within the corresponding transfer period and (e) not selling any products of any kind that contain prohibited substances of very high concern (SVHC) ((a) to (e) together: "Warranties").

The supplier also accepts that violations against the above warranties will cause a defect of the substance, preparation or other product. The supplier shall release FST from any claims, expenses, costs and damage caused by the supplier due to violation of the above warranties and support FST in enforcing them at its own expense.

12. Glossary of terms *(sorted alphabetically)*

APQP (QVP)	Advanced Product Quality Planning
CP	Corporate Procurement
CS	Controlled Shipping
DoE	Statistische Versuchsplanung (Design of Experiments)
EMPB	Erstmusterprüfbericht (Initial sampling inspection report)
FST	Freudenberg Sealing Technologies
FMEA	Fehlermöglichkeits- und Einflussanalyse (Failure Mode and Effects Analysis)
IMDS	Internationales Material Daten System (International Material Data System)
KLT	Kleinladungsträger (Small load carrier)
KVP	Kontinuierlicher Verbesserungsprozess (Continuous improvement process)
LC	Lead Center
MC	Material Centre
QS	Quality assurance
RM	Raw materials management
SPC	Statistische Prozesskontrolle (Statistic Process Control)
TS	Technical specification
VDA	Verband der Automobilindustrie (Association of the automotive industry)
MSDS	Material Safety Data Sheet