Annex 1 of the DRAEXLMAIER Group Global Terms and Conditions of Purchase
DRAEXLMAIER Group Quality Requirements for Production Material

Revision 3, dated May 1, 2018

DRAEXLMAIER 集团一般采购条款附件 1
DRAEXLMAIER 集团生产物料品质要求

2018 年 5 月 1 日 第 3 版

1. Quality and Environmental Management System

1.1 Quality and Environmental Management System

Supplier shall be ISO 9001 certified und shall implement a corresponding quality management system. Supplier shall provide proof of its certification to the Buyer.

Supplier shall strive to implement or maintain and continuously improve the environmental requirements of the then-current version of the ISO 14001. Any deviation from or non-compliance with the above referenced requirements shall be communicated to the Buyer with remedial actions and time schedule. In addition, Supplier is obligated to comply with all applicable national and local environmental laws and regulations, as well as any customer environmental requirements communicated to Supplier.

Supplier shall be IATF 16949 certified and shall implement a corresponding quality management system. Supplier shall provide proof of its certification to the Buyer. If the Supplier is not IATF 16949 certified, Supplier shall submit a plan to achieve the IATF 16949 certification to the Buyer.

Supplier shall provide proof of its certification to: lieferantenzertifikate@draexlmaier.de.

In addition, specific quality requirements are also set forth in additional agreements between the Parties or are contained in technical specifications and documentation, drawings, internal forms, third-party forms, samples, etc. made available to the Supplier by Buyer.

1. 品质与环境管理体系

1.1 品质与环境管理体系

供应商应获得 ISO 9001 认证并执行相应的质量管理体系。供应商应向买方提供认证证明。

供应商应努力维护或贯彻并不断改进当前版本 ISO 14001 所列出的环境要求。如果与上述要求有任何偏离或不符，则应就补救行动和时间表与买方进行沟通。此外，供应商有义务遵守所有适用的国家和当地环境法律与法规以及客户告知的任何环境要求。

供应商应获得 IATF16949 认证并执行相应的质量管理体系。供应商应向买方提供认证证明。如果供应商尚未获得 IATF16949 认证，供应商应向买方提交获得 IATF16949 认证的计划书。

供应商应将认证证书发送至：
lieferantenzertifikate@draexlmaier.de。

此外，具体质量要求通过各方所签附加协议进行了规定，或包含在买方向供应商提供的技术规格表及文件、图纸、内部表格、第三方表格及样品中。

1.2 Subcontractor Quality and Environmental Management Subcontractor

Supplier shall provide its subcontractors which supply them with Products, Product Parts or related goods and services with all applicable Buyer and/or Customer specific quality requirements and is responsible for their implementation.

Supplier is also responsible for all quality issues with the goods and services of any subcontractors and sub-suppliers.

Supplier shall also be responsible to verify the implementation of the above mentioned requirements and ensure that the subcontractor has a certified quality management system according to the most current version of the ISO 9001 and ISO 14001.

1.3 Quality Targets

The Supplier shall continuously strive to fulfill the zero-defect philosophy within the framework of these Quality Requirements for Production Material.

1.4 Audit

The Supplier shall allow the Buyer to audit its quality assurance measures to verify all quality requirements of the Buyer. Supplier agrees that Buyer may perform an audit at any time, with appropriate notice. Supplier must ensure that the Buyer may audit such quality measures at its subcontractors. The Supplier acknowledges and ensures that the Buyer may conduct such audits together with its Customer. Supplier shall grant the Buyer, and its Customer, access to all manufacturing facilities, test sites, warehouses, adjacent areas, as well as all quality relevant documents..The Buyer will inform the Supplier of the audit results. If the Buyer's audit finds that corrective actions are necessary, the Supplier is to create an action plan detailing all corrective actions which must be implemented in a timely manner.

1.5 Quality Planning

Part of the quality management system of the Supplier is a proactive quality planning that takes into account the standards of the VDA and AIAG.

Supplier shall utilize the processes/methods

1.2 分包商质量与环境管理分包商

供应商应将所有适用的买方和/或客户具体质量要求提供给为其供应产品、产品部件或相关商品及服务的分包商，并负责贯彻实施。

供应商也对任何分包商或次级供应商的所有商品与服务质量问题负责。

供应商应负责核实上述要求的贯彻实施并确保分包商根据 ISO 9001 以及 ISO 14001 最新版本设立了合格的质量管理体系。

1.3 质量目标

供应商应不断努力以实现生产材料品质要求框架内的零误差经营理念。

1.4 审计

供应商应同意买方就其质量保证措施进行审计以核实所有买方的质量要求。供应商同意买方可以在适当通知后在任何时候进行审计。供应商必须确保买方可以就其分包商的此类质量措施进行审计。供应商许可并确保买方可以与其客户一起进行此类审计。供应商应同意买方及其客户检查所有生产设备、检测场所、仓库、临近区域并查阅所有质量相关文件。买方将告知供应商审核结果。如果经由买方审核发现有必要实施纠正措施，则供应商应制定行动计划，详细说明所有应及时实施的纠正措施。

1.5 质量规划

部分供应商质量管理体系应为具有前瞻性的质量规划，并将 VDA 与 AIAG 标准也考虑在内。

供应商应使用以下详述的流程/方法：

detailed below:

- Feasibility study
- Construction FMEA (if responsibility lies with the supplier)
- Process FMEA
- Resource planning
- Measuring and monitoring devices
- Statistical process control (SPC)
- Capability indices (cmk, cpk)
- Planning of logistic processes
- Manufacturing- and testing instructions
- Provisions for subcontractors (if necessary)
- Process flow diagram
- Control plan
- Emergency concept
- Traceability

1.5.1 Creating a Process Flow Diagram

Supplier shall clearly describe and document its processes, material, Products and Product Parts flows (including production equipment and inspection points from receiving through to shipment). In addition Supplier shall ensure throughout the entire process flow that materials and Product Parts are stored separately in batches and that they are processed in accordance with the "first in, first out" principle. Process flow diagrams are the basis for the creation of a Failure Mode and Effects Analyses ("**FMEA**") and production control plans and must be created by Supplier. On request of the Buyer, the process flow has also to be shown on the factory layout.

1.5.2 Risk Analysis (FMEA)

Supplier shall conduct a design FMEA for the Products and Product Parts for which it has design responsibility. Supplier shall conduct a process FMEA. to assess all influencing factors before Tools and/or equipment are manufactured, as well as in the event of complaints. In addition, continuous updates to the process, Products and Product Parts shall be evaluated and potentially implemented by Supplier in the FMEA. Supplier shall allow Buyer to view the FMEA as necessary for the purposes of the Purchase Contract.

1.5.3 Control Plan

For the prototype, pre-series and series phases, a production control plan shall be created and uploaded to http://www.draexlmaier.com/supplier-portal.html by Supplier. The target is the earliest possible production of Samples (as defined in

- 可行性研究
- 构建FMEA（失效模式与影响分析）（如由供应商负责）
- 进行FMEA
- 资源规划
- 测量与监控设备
- 统计过程控制(SPC)
- 能力指数(cmk, cpk)
- 物流流程规划
- 制造与检测指导
- 分包商条款（如有必要）
- 工艺流程图
- 管制计划
- 应急概念
- 可追溯性

1.5.1 制定工艺流程图

供应商应清楚地描述并记录其工艺、材料、产品和产品部件流程（包括从接收到出货的生产设备以及检验点）。此外，供应商还应确保整个工艺流程中材料与产品部件分批存放，并根据“先进先出”的原则对其进行加工。工艺流程图是失效模式与影响分析（“**FMEA**”）以及生产管制计划的基础，需由供应商制定。经买方要求，工厂平面图上也需体现工艺流程。

1.5.2 风险分析（FMEA）

供应商应就其负责设计的产品与产品部件制定FMEA。供应商应进行工艺 FMEA 以在工具和/或设备制造前以及投诉事件中对所有影响因素进行评估。此外，供应商也应在 FMEA 中对工艺、产品与产品部件的持续更新进行评估，如有可能供应商也要在 FMEA 中实施。供应商应允许买家出于购货合同目的对 FMEA 进行必要地审查。

1.5.3 控制计划

在打样、试生产与批量生产阶段，在供应商应制定一份生产控制计划并将其上传至 http://www.draexlmaier.com/supplier-portal.html。在批量生产条件下，目标是尽早地生产出样品（如第 3

Section 3) under series production conditions. The contents of the production control plan shall fulfill the requirements of IATF 16949 Annex A and the Element 8.2.4.1 at a minimum, and contain all of Supplier's Product-relevant processes. All production control plans shall be constantly maintained and kept up-to-date. Only valid production control plans shall be used.

节所述）。生产控制计划的内容至少应当满足 IATF16949 的附件 A 以及 8.2.4.1 项，并包含所有供应商与产品相关的流程。所有生产控制计划都应不断维护，保持更新。只能使用有效的生产管制计划。

1.5.4 Machine and Process Capability

1.5.4 机械与加工能力

The Supplier shall evaluate the machine and process capability in line with (i) the then current version of the VDA volume 4 and (ii) the QS-9000 (including the production part approval process ("**PPAP**") and the then current version of the statistical process control ("**SPC**"). In addition, possible additional requirements applicable in connection with the Purchase Contract shall always be taken into consideration.

供应商应根据（i）VDA 第 4 册的当前版本以及（ii）QS-9000（包括生产部件批准程序“**PPAP**”）以及统计过程控制（“**SPC**”）的当前版本对机械与加工能力进行评估。此外，也应将与购货合同相关、可能的额外适用要求考虑在内。

The following limit values shall apply (for e.g. BM S, BM Z, BM F, [SC, CC]):

- machine capability value
  „c_{mk}“ > 1.67
- Preliminary process capability
  „c_{pk}“/„p_{pk}“ > 1.67
- Long-term process capability
  „c_{pk}“/„p_{pk}“ > 1.33

以下限制值适用（如 BM S、BM Z、BM F、【SC, CC】）：

- 机械能力值
  „c_{mk}“ > 1.67
- 初始加工能力
  „c_{pk}“/„ p_{pk}“ > 1.67
- 长期加工能力
  „c_{pk}“/„ p_{pk}“ > 1.33

The following shall apply for safety and legally-relevant characteristics:

- Preliminary process capability
  „c_{pk}“/„p_{pk}“ > 2.00
- Long-term process capability
  „c_{pk}“/„p_{pk}“ > 1.67

以下适用于安全与法律相关特征数：

- 初始加工能力
  „c_{pk}“/„ p_{pk}“ > 2.00
- 长期加工能力
  „c_{pk}“/„ p_{pk}“ > 1.67

If higher (stricter) project-specific values are required, the Supplier shall comply with these.

如果需要更高的项目相关数值，供应商应遵循这些限制值。

The terms **c_{pk} / p_{pk}** are used analogously to the process behavior according to the QS-9000 for stable / unstable processes.

根据 QS-9000，类似地将术语 **c_{pk} / p_{pk}** 用于加工行为中以区别稳定/不稳定流程。

All functional and safety-relevant characteristics shall be analyzed and documented in detail to verify their suitability of the manufacturing process.

应详细分析并记录所有功能性以及安全相关的特征数以验证制造过程的适用性。

If a capability value is not achieved, the Supplier must validate its Products with suitable test methods.

如未达到能力值，供应商应采用合适的检测方法对产品进行验证。

In series production, Supplier shall continuously provide documented evidence that required capability values for special safety related, legal and regulatory as well as functional and

在批量生产中，供应商应持续提供所记录的证明以证实达到了与特别安全相关的、法律以及监管能力值以及功能性和与要求相关的特征数（重要/关键特征数/根

requirement relevant characteristics have been met (significant/critical characteristics /according VDA: BM S, BM Z or BM F). Supplier shall choose a suitable process, e.g. statistical process control or manual control card technique. If a capability value is not achieved, Supplier shall optimize the production process so that the required value is achieved to assure defect-free delivery of Products.

据 VDA：BM S、 BM Z 或 BM F）。供应商应选择合适的方法，如统计过程控制或手动控制卡技术）。如果能力值未达到，供应商应优化生产流程以达到所需的数值，从而确保无缺陷地提供产品。

1.6 Changes

1.6 变动

When planning the start of modification measures, the Supplier shall inform Buyer in writing, of any changes to Products, the manufacturing process including process transfer, and the quality management system, at least three (3) months before the planned implementation. The same time period also applies to Supplier's subcontractors. A change request for the carrying out of a change shall be submitted to Buyer in a timely manner. Supplier shall duly document any approved changes in accordance with reasonable requirements communicated to Supplier by Buyer (if any).

当规划变更措施时，供应商应在计划实施前的至少三（3）个月以书面形式告知买方对产品、包含工艺转移的生产流程以及质量管理体系作出的任何改动。同样的时段也适用于分包商。请求作出改动的变更请求应及时提交给买方。供应商应根据买方告知供应商的合理要求（如有）按时记录任何获批的变动。

In addition, segment-specific requirements in the most recent form can be found at http://www.draexlmaier.com/supplier-portal.html in the section Supplier Portal shall apply.

此外，可以在 http://www.draexlmaier.com/supplier-portal.html 供应商门户网站上找到的最新的特定部分要求也适用。

Only after receipt of the written approval of the Buyer, the Supplier is entitled to carry out the proposed changes to Products, the manufacturing process including process transfer, and the quality management system. In the case of an approved change to Products, Supplier shall only deliver unchanged Products up to a date to be agreed. Buyer's approval of any changes shall not release Supplier from its sole responsibility to deliver Products as agreed.

只有收到买方的书面批准后，供应商才有权对产品、包括工艺转移的生产流程以及质量管理体系做出所提议的变动。在获得产品变动许可的情况下，供应商只能在协商一致的日期交付没有做出改动的产品。

The Buyer is entitled to request reasonable changes to Products in terms of design and the performance. With respect to such Buyer requested changes, the parties shall reasonably agree on the consequences for the Purchase Contract, including additional costs, cost reductions and changes to delivery dates, periods and sequences.

买方有权就设计与性能要求对产品做出合理变动。对于此类买方要求的改动，双方应就对购货合同的影响进行合理协商，包括额外的成本、成本削减以及交货日期、周期和次序。

1.7 Documentation

1.7 文件

1.7.1 General

1.7.1 通则

Supplier shall organize the documentation of its quality management system including the quality

供应商应组织整理其质量管理体系的文件，包括有次

assurance measures in an orderly manner and make the documentation available to Buyer at any time upon request. The Supplier must implement all documentation requirements for quality management systems detailed in the most current version of VDA 1 and the IATF 16949, unless otherwise agreed.

All necessary documents relating to release, operation, maintenance and repair as well as the documentation relating to the manufacture of Samples (dimensional and material test reports, functional tests) shall be sent to Buyer at no charge and without having been specifically requested by Buyer. Test records (e.g. COA, COC) from a production or a batch shall be included with the relevant series delivery of product in accordance with the Purchase Contract and must be sent in parallel to pruefzeugnisse.lieferanten@draexlmaier.de. For documents that require special archiving ("**DmbA**"), a test certificate shall be submitted to Buyer upon request.

Supplier shall allow Buyer access to all samples, test results and relevant documents.

1.7.2 Archiving Duration

Documents requiring special archiving („**DmbA**“) shall be archived for fifteen (15) years. All quality-relevant documents, especially those relating to measured values and test results, shall be archived for five (5) years after creation.

2. Quality Requirements

2.1 General Requirements

Supplier shall coordinate all quality requirements for Products with the quality requirements in the entire Customer Vehicle project. Supplier shall prepare quality schedules which shall describe in detail the quality requirements, development cycles and quality measures according to the stage of development. Possible conflicts with quality requirements and possible risks shall be reported in writing and without undue delay to Buyer's quality planning department.

2.2 Quality Planning

Supplier shall be solely responsible for:

- the identification of all possible Product, process and scheduling risks in accordance with the Product Specification

序的质量保证措施，且经买方要求随时将文件提供给买方查阅。供应商必须贯彻实施 VDA 1 以及 IATF 16949 最新版本中规定的所有质量管理体系文件要求，除非另有议定。

所有与发货、操作、保养和维修有关的必要文件以及与样品制造有关的文件（尺寸和材料测试报告、功能测试）都应免费寄送给买方，无需买方特别要求。按照购货合同，一次生产或某一批次的测试记录（如 COA、COC）也应与相关的产品批量交货信息包含在内一同发送至 pruefzeugnisse.lieferanten@draexlmaier.de。对于需要特别归档的文件（“**DmbA**”），经买方要求，应将测试证书提供给买方。

供应商应允许买方查阅所有样品、测试结果以及相关文件。

1.7.2 归档时间

需要特别归档的文件（“**DmbA**”）应存档十五（15）年。所有与质量相关的文件，尤其是涉及测量值以及测试结果的文件，应在创建后存档五（5）年。

2. 质量要求

2.1 一般要求

供应商应协调所有产品质量要求与整个客户车辆工程中的质量要求。供应商应当制定质量计划，根据开发阶段详细描述质量要求、开发周期以及质量措施。可能存在的、有悖于质量要求的地方以及潜在风险应以书面形式及时报告给买方的质量规划部门。

2.2 质量规划

供应商应全权负责：

- 根据产品规格和调试范围，识别所有可能的产品、流程以及排程风险。

and the commissioning scope.
- the definition and identification of special characteristics and their handling in line with the then-current version of VDA volume 1 respectively further applicable customer specific requirements.

2.3 Customer Specific Requirements

2.3.1 Maturity Increase

As part of a continuous increase in maturity level, Buyer ordered Products are to be further developed and optimized during the pre-series. Defects or deviations from the original specifications are to be reported by means of a component defects list to each state to appropriate quality department. Any defects and/or deficiencies shall be promptly corrected by the Supplier. Any necessary changes to the specifications require the express written approval of the Buyer.

2.3.2 Product Part History

All Product and process-relevant changes shall be documented in the relevant Product Part history documentation. Segment specific index markings (e.g. BX-Level) are listed on the following website http://www.draexlmaier.com/supplier-portal.html and must be complied with. The Product Part history documentation shall also be made electronically available to the Buyer's quality department in advance.

2.3.3 Original Samples and Customer Specifications

The Supplier must implement all applicable norms and customer specific requirements for the Product.

Supplier shall contact Buyer in the event that it needs the original Samples or Product/project specific Customer specifications to fulfill its obligations under the Purchase Contract.

3. Sampling

3.1 General

The assessment of the production processes and the initial sample inspection are the basis for the series release of the delivered products. The prerequisite for the processing of the initial

- 根据可进一步适用客户特定需求的当前版本的 VDA 卷 1，定义与识别特殊特征数及其处理。

2.3 客户特定需求

2.3.1 成熟度增加

作为持续增加成熟度的一部分，在试生产期间，买方订购的产品需进行进一步开发与优化。缺陷或与原始规格不符之处将通过部件缺陷列表报告给相应的质量部门。任何缺陷和/或不足应由供应商及时纠正。任何必要的规格变动都需要买方书面明示批准。

2.3.2 产品部件历史

所有产品以及与流程相关的变动应在相应的产品部件历史文件中予以记录。特定部分的索引标记（例如 BX- 级别）在以下网站 http://www.draexlmaier.com/supplier-portal.html 上列出并必须加以遵守。产品部件历史还应提前以电子形式发送给买方的质量部门。

2.3.3 原始样品以及订货规格

供应商必须贯彻实施所有适用的产品标准并满足客户特定需求。

如供应商需要原始样品或产品/项目特定订货规格以履行其购货合同中的义务，应联系买家。

3. 抽样

3.1 一般条款

生产工艺的评估以及原始抽样的检验是交付产品批量发货的基础。处理原始抽样的先决条件是抽样文件的完整性（包括验收的 IMDS 条目）。

sampling is the completeness of the sampling documents (incl. accepted IMDS entry).

3.2 Preliminary Samples

Unless otherwise agreed, for each level of samples the Supplier shall submit at minimum 5 dimensionally measured samples (using gauge, if applicable) free of charge including Product Part history and Product rating sheet to the Buyer's quality representative.

3.3 Initial Samples

"**Initial Samples**" for production process and Product release ("**PPF**") and PPAP are Products and Product Parts which have been manufactured entirely under series production conditions and tested regarding all required and agreed features. Unless otherwise agreed, for testing and approval of a new Product, samples must be provided at its own cost by the Supplier.

The Supplier is required to implement and complete the PPF/PPAP process as required and on schedule prior to the first series delivery. Supplier shall finalize a time schedule with Buyer.

All documents relating to Initial Samples and the PPF/PPAP report including all cover sheets of all subcontractors and (sub-) suppliers of Buyer shall be uploaded to the sampling portal ePPAP at http://www.draexlmaier.com/supplier-portal.html. Supplier's use of the portal shall be mandatory.

The process release is an integral part of the foregoing procedure and shall be verifiably performed by Supplier. Buyer can accompany the release or carry it out instead of Supplier.

The delivery documents including materials, Products and Product Parts history shall be visibly enclosed. According to the respective agreement, fulfillment of the specifications can be documented with certificate of conformity or material data sheets. These shall contain a plan-actual evaluation.

The submission level of the PPF/PPAP shall be agreed between the parties. VDA volume 2, submission level 2, or PPAP level 3 guidelines, in their then-current version shall generally apply, unless agreed on otherwise in writing. The number of Product Parts to be sampled under VDA 2 is five (5) parts and under PPAP is six (6) parts per material number / cavity.

3.2 初步样品

除非另行协定，对于每一级别的样品，供应商应向买方质量代表免费提交至少 5 份按照尺寸进行测量的样品（如适用，使用计量仪器），包括产品部件历史以及产品评级表。

3.3 原始抽样

生产过程、产品发布（“**PPF**”）以及 PPAP 的“**原始抽样**”是指根据所需和商定的特征，完全在批量生产条件下制造并检测的产品和产品部件。除非另行协定，就新产品的检测和批准，样品提供费用必须由供应商承担。

供应商需要在第一次批量交货前按照要求和进度实施并完成 PPF/PPAP 过程。供应商应与买方最终确定时间表。

所有与原始抽样相关的文件以及包含买方分包商和（次级）供应商首页的 PPF/PPAP 报告都应上传至抽样门户网站 ePPAP http://www.draexlmaier.com/supplier-portal.html。供应商使用门户网站是强制性的。

工艺发布是上述过程中不可分割的一部分，应由供应商验证执行。买方可以伴随发布或代替供应商发布。

包括材料、产品、产品部件历史的交付文件应放入封套封闭。根据相应的协议，符合的规格可以与合格证书和物料数据表一起记录。这些应当包含计划-实现评估。

各方应就 PPF/PPAP 提交等级进行商议。VDA 卷 2、提交等级 2 或 PPAP 等级 3 指南的当前版本应适用，除非有另行的书面协定。根据 VDA 2，每种材料号/母模抽样的产品部件数量为五（5）件，根据 PPAP，六（6）件。

Possible triggers for the PPF / PPAP process shall be considered analogous VDA Volume 2 and PPAP.

The Supplier shall create and archive all documents and samples respecting the highest possible submission level / stage. Buyer may request further documentation concerning the agreed submission level at the later stage.

Within the framework of the PPF/PPAP, the delivered Products, Product Parts, materials and material groups shall be entered into the International Material Data System (IMDS) of Buyer by Supplier. The corresponding material data sheet identification number shall be specified in the PPF/PPAP coversheet report. Buyer's IMDS guidelines shall be followed as indicated under http://www.draexlmaier.com/supplier-portal.html.

With the first series process parts Supplier shall start with the PPF / PPAP. The PPF / PPAP of Supplier's purchased parts shall be provided to Buyer upon request. In the event of any nonconformance, a complete Product deviation approval may be requested by Supplier, provided that Buyer is under no obligation to grant such approval.

If non-conformances are determined in the Initial Samples, Supplier shall be required to carry out a root cause analysis and to communicate suitable measures for manufacturing defect-free Products to Buyer. Incomplete, rejected or only conditionally approved Initial Samples shall receive negative consideration in Buyer's supplier rating. Additional costs which are caused by Supplier in this regard, as well as costs incurred by Buyer due to failure to meet scheduling including agreed delivery dates, periods and sequences, shall be carried, and reimbursed to Buyer, by Supplier.

3.4 Archiving of Initial Sample

The Initial Samples shall be archived by Supplier and made available to Buyer as required by Buyer.

4. Production under Series Conditions

4.1 Manufacturability Evaluation

The Supplier must perform a feasibility analysis

与 VDA 卷 2 和 PPAP 类似，应考虑到可能触发 PPF/PPAP 的因素。

供应商应就最高提交级别/阶段制定并将所有文件归档。后期，买方可能会要求有关于商定提交级别的进一步的文件。

在 PPF/PPAP 框架内，交付产品、产品部件、材料以及材料组别应由供应商输入买方的国际材料数据系统（IMDS）。相应的材料数据表识别号应在 PPF/PPAP 封皮报告中指明。如文，应遵守买方的 IMDS 指南 http://www.draexlmaier.com/supplier-portal.html。

第一批部件加工开始时，供应商就应开始执行 PPD/PPAP。一经要求，供应商购置零件的 PPF/PPAP 应提供给买方。如果由任何不一致，如果买方没有义务给予批准，供应商可以要求提供完整的产品偏差批准书。

如果在原始抽样中发现了不符合之处，应要求供应商提供根本原因分析并将制造无瑕品的合适措施告知买方。不完整、被拒绝的或有条件合格的原始抽样会在买方的供应商评级中获得负面印象。由供应商在这方面造成的额外成本，以及没有满足包括议定交货日期、周期以及顺序在内的排程而由买方承受的成本应由供应商支付并补偿给买方。

3.4 原始抽样归档

原始抽样应由供方归档并按买方要求提供给买方。

4. 批量条件下的生产

4.1 可制造性评估

提交报价之前，供应商必须进行可行性分析。为此，

prior to the quote submission. For this purpose, the Supplier obtains independently the necessary standards and guidelines (in particular DIN, EN, ISO, VDA and customer requirements) on which is referenced in the request. Supplier shall verify all technical requirements and documents in regards to capable production, while considering its own production facilities and capacities. In case ambiguities arise regarding the technical requirements and documents, Supplier shall immediately clarify these issues with Buyer's quality department.

供应商应独立获得请求中引用的必要标准和指南（尤其是DIN、EN、ISO、VDA以及客户需求）。供应商应确认所有与生产能力有关的技术需求与文件，同时也要考虑到其自身的生产设施和能力。如果有关技术需求与文件中出现歧义，供应商应立即将这些问题向买方的质量部门作出澄清。

4.2 Decrease in Quality

4.2 质量下降

Supplier shall immediately notify Buyer in writing of any detected or anticipated manufacturing or quality problems, as well as any knowledge or suspicion that defective Products or parts thereof ("**Product Parts**") have already been delivered to Buyer.

供应商应以书面形式告知买方任何检测到的或预期的制造或品质问题，以及是否确认或怀疑瑕疵品或相应部件（“**产品部件**”）已经交付买方。

In case of manufacturing or quality problems, in particular a decrease in quality, or a complaint from Buyer, Supplier shall immediately communicate adequate corrective measures to Buyer. Until the implementation of such corrective measures, Buyer may take, or demand that Supplier takes, special measures (e.g. higher frequency of testing) to ensure the quality of the delivered Products. Any additional costs of Buyer resulting from such measures shall be reimbursed by Supplier, insofar as the manufacturing or quality problems originate from the sphere of responsibility of Supplier and there is no documented evidence that they were caused by Buyer or Customer. The Buyer shall inform the Supplier about all associated costs in a timely manner.

在制造或质量问题的情况下，尤其是质量下降，或买方投诉，供应商应立即将适当的纠正措施告知买方。直到实施此类纠正措施为止，买方可以采取或要求供应商采取特殊措施（例如提高测试频率）以确保交付产品的质量。买方为采取此类措施所造成的额外成本应由供应商偿付，只要制造或质量问题在供应商的责任范围以内，且并没有证据显示此类成本是由买方或客户造成。买方应及时通知供应商所有相关的费用。

4.3 Certificates of Conformity

4.3 合格证

Supplier shall submit a certificate of conformity for each delivery, unless otherwise agreed to with the Buyer. Supplier shall carry all associated cost.

供应商应为每次交付都提供合格证，除非与买方另有协定。供应商应负担所有相关成本。

The certificate of conformity shall correspond to the requirements of DIN EN 10204 or the DIN EN ISO/IEC 17050 (part 1 and 2). Each test shall be documented by Supplier.

合格证应符合 DIN IN 10204 或 DIN IN ISO/IEC 17050（第 1 部分和第 2 部分）的要求。供应商应记录每次检测结果。

4.4 Requalification

4.4 再次鉴定

The Supplier must conduct an annual requalification for all supplied Products, in accordance with the requirements of IATF 16949 at its own expense and confirm the requalification

供应商必须自费按照IATF 16949的要求对所有供应的产品进行年度再次鉴定，并在买方的供应商门户网站上确认再次鉴定。客户项目特殊要求应当予以考虑。

in Buyer's Supplier Portal. Project-specific requirements of the Customer shall be considered.

The Supplier must conduct the first requalification within twelve (12) month after the initial sample approval and / or after the SOP (Start of Production) of each individual project, whichever occurs first. All subsequent requalifications must be conducted within twelve (12) months after the last requalification.

Upon Buyer's request, Supplier shall provide Buyer with thorough documentation and evidence of successful completion of all requalification tests.

The Supplier must clearly plan and document the scope of the requalification of Products and processes in its control plan.

原始抽样获批后和/或每一项目开始后（以日期在先的为准）的十二（12）个月内，供应商必须进行第一次再鉴定。所有再鉴定必须在上一次再鉴定后的十二（12）个月内进行。

一经买方要求，供应商应将所有成功完成再鉴定检测的完整文件或证据提供给买方。

供应商必须明确地计划并记录其管制计划中产品再鉴定的范围以及方法。

5. Testing Equipment / Production Equipment

Supplier shall ensure that all necessary testing equipment is suitable for the particular measurement purpose, is available at all times, and is permanently monitored, calibrated and kept in good condition. The VDA volume 5 or the MSA (AIAG) procedures shall be used by Supplier

If testing equipment / production equipment is made available to Supplier by Buyer or Customer, Buyer's **Bailment Terms** set forth in Annex 4 to the Terms and Conditions shall apply, Buyer instructions shall be followed and the testing equipment shall be integrated into Supplier's quality management system. In addition, all applicable Customer requirements, as communicated to Supplier, shall be fulfilled.

5. 检测设备/生产设备

供应商应确保所有必要的检测设备都适用于特定的测量目的、随时可用、永久监控、校准且状态良好。供应商应使用 VDA 卷 5 或 MSA(AIAG)程序。

如果买方或客户向供应商提供检测设备/生产设备，附件 4 中规定的相应托管条款应适用，应遵循买方指示且检测设备应整合到供应商的质量管理体系中。此外，所有通知供应商的适当的客户需求都应得到满足。

6. Complaint Management

6.1 Types of Complaints

Buyer shall file complaints to the Supplier for defective Products. In particular the following types of complaints can be filed:

(i) incoming goods complaints
(ii) complaints stemming from the Buyer's production process
(iii) complaints for 0-km-failures (refer to errors that occur during the delivery, installation or the final inspection of the Products by the Customer)
(iv) field complaints (refer to defects that are

6. 投诉管理

6.1 投诉类型

买方应就瑕疵品向供方发起投诉。特别是以下类型的投诉：

(i) 进货投诉
(ii) 源于买方生产过程的投诉
(iii) 0公里失败投诉（指的是产品交货、安装或客户进行最终检测过程中发生的错误
(iv) 售后投诉（指的是将客户车辆交付给最终客户后发现的瑕疵）

discovered after delivery of the customer vehicle to the Final Customer)
(v) complaints regarding serial damages
(vi) miscellaneous complaints (for example regarding transportation)

6.2 General Complaint Management Process

If such complaint is determined by Buyer and communicated to Supplier, Supplier shall immediately initiate corrective actions which ensure the permanent removal of the defect and its root cause. Supplier shall bear, and reimburse Buyer for, all costs and expenses incurred by Buyer due to complaints. The costs and expenses to be reimbursed can be viewed at http://www.draexlmaier.com/supplier-portal.html.

Supplier shall, within twenty-four (24) hours, submit a written statement of the root cause of the defect and immediately take actions according to steps one through three of the 8D report. Afterwards, other points relevant in connection with the complaint such as root cause analyses and corrective actions shall by implemented and documented within two (2) weeks for middle-term actions, and six (6) weeks for long-term actions. For the purpose of closing the complaint, the effectiveness of the corrective actions shall be verified and documented. At Buyer's request, a photograph of the reference Sample with a completed label shall be attached to the test report.

6.3 Special Handling of Field Failures and Series Defects

In addition to the Buyer's "Global Terms and Conditions of Purchase", paragraph 17f, the VDA volume (part field failures) shall apply, as well as any Customer requirements for field failures, insofar they impose additional requirements.

6.4 Special Measures for Repetitive Defects, Controlled Shipping Level (CSL)

The Supplier shall comply with the **Controlled Shipping Level (CSL)** rules listed below:
"Controlled Shipping" is a demand by the Buyer that a Supplier put in place a redundant inspection process to sort for a specific nonconformance, while implementing a root-cause problem solving process. The redundant inspection is in addition to normal controls.

(v) 与连续损坏有关的投诉
(vi) 杂项投诉（如关于运输）

6.2 一般投诉管理流程

如果此类投诉由买方发起并告知供应商，供应商应立即采取纠正措施，确保永久清除缺陷及其根本原因。由于投诉而给买方造成的所有成本与费用应由供应商承担并偿付。需要偿付的成本与费用可以在 http://www.draexlmaier.com/supplier-portal.html 上查看。

供应商应在二十四（24）小时内提交一份关于缺陷根本原因的书面声明并根据 8D 报告中的步骤 1 至 3 立即采取行动。此后，其它与投诉相关的事项，如根本原因分析以及纠正措施应在两（2）周以内实施并记录为中期行动，六（6）周以内为长期行动。为了终止投诉，应就纠正措施的有效性进行验证与记录。在买方的要求下，应将带有完整标签的参考样品照片附于检测报告中。

6.3 现场故障与批量缺陷的特殊处理

除买方的“**一般采购条款**” 段落 17f 以外，如果客户额外要求，VDA 卷（部件现场故障）以及客户对于现场故障的任何要求应适用。

6.4 重复缺陷的特殊措施以及受控发运级别 (CSL）

供应商应遵守下列**受控发运级别**（CSL）规则：
“受控发运”是买方的一种要求，要求供应商实行重复检测以识别特定的不符项，同时执行根源问题解决流程。重复检测是正常控制措施的附加。

The Buyer or Buyer's representative is authorized to perform onsite effectiveness checks (e.g. audits). Exit criteria for both Controlled Shipping Levels shall be set.

Two levels of Controlled Shipping exist:

a) **Controlled Shipping** - **Level 1:**
The Supplier shall enact an inspection process, conducted by its own employees and at its own expense, in order to isolate the Buyer from receipt of nonconforming Products/material.

b) **Controlled Shipping - Level 2:**
This includes the same processes as Controlled Shipping - Level 1, but the additional inspection process is performed by a third party representing the Buyer's interests specific to the containment activity. The third party is selected by the Supplier, approved by the Buyer, and paid for by the Supplier.

7. Further Rights and Remedies

This Section 7 does not preclude any other rights and remedies available to Buyer under the Terms and Conditions or applicable law, including Buyer's rights under Section 17 of the Terms and Conditions.

8. Standards

The following standards are an integral part of this Annex 1 and shall be complied with by Supplier:

- the most current version of DIN EN ISO 9001
- IATF 16949
- Valid VDA volumes
- Publications of the Automotive Industry Action Group (AIAG): e.g.
  - QS 9000
  - Advanced Product Quality Planning (APQP)
  - FMEA
  - Production Part Approval Process (PPAP)
  - Measurement System Analysis (MSA)
  - Statistical Process Control (SPC)
- Publications of the Evaluation Aptitude Quality Fournisseur (EAQF) and the Association of Quality System Evaluators (AVSQ)

买方或买方代表被授权进行现场有效性检查（如审计）。应设置两种受控发运级别（CSL）的准出条件。

两种受控发运级别包括：

a) **受控发运-级别1:**
供应商应制定检验流程并自费由其员工执行以避免买方收到不合格的产品/材料。

b) **受控发运-级别2:**
包括与受控发运-级别1相同的过程，但额外的审查过程是由代表买方利益的第三方所执行的管制行动。第三方由供应商选择、买方批准，并由供应商支付报酬。

7. 其他的权利与补救措施

第 7 节不排除条款与条件以及适用法律下适用于买方的其它权利与补救措施，包括条款与条件第 17 节规定的买方权利。

8. 标准

以下标准为附件 1 的组成部分，应由供应商遵守：

- DIN EN ISO 9001 最新版本
- IATF 16949
- 有效的 VDA 标准
- 美国汽车工业行动集团（AIAG）的出版物，如
  - QS 9000
  - 产品质量先期策划(APQP)
  - FMEA
  - 生产件批准程序 (PPAP)
  - 测量系统分析 (MSA)
  - 统计过程控制 (SPC)
- 法国汽车工业质量标准（EAQF）以及质量体系评估协会（AVSQ）的出版物
- 欧盟 Altautorichtlinie (2000/53/EG, 2002/525/EG,2005/63/EG)
- Chemikalienverordnung Reach. EG Nr. 1907/2006
- 额外的适用需求在

- EU Altautorichtlinie, (2000/53/EG, 2002/525/EG,2005/63/EG)
- Chemikalienverordnung Reach. EG Nr. 1907/2006
- additional applicable requirements listed under http://www.draexlmaier.com/supplier-portal.html

http://www.draexlmaier.com/supplier-portal.html 列出

9. Definitions

Capitalized terms used herein and defined in the Terms and Conditions shall have the meaning as defined in the Terms and Conditions.

In the event of any conflict between the English version and the translation of this document, the English version shall prevail.

9. 定义

本文中使用的以及条款与条件中定义的术语的含义为条款与条件中定义的含义。

如该文件的英文版本及翻译版本有冲突，以英文版本为准。