

between  
**GILDEMEISTER AG**  
(hereinafter referred to as "GILDEMEISTER")

and  
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(hereinafter referred to as "Supplier")

**1. Scope and Purpose**

This Agreement shall include all products to be supplied to GILDEMEISTER by the Supplier. It serves to assure quality thus enabling GILDEMEISTER to reduce the number of rules regulating the inspection / testing of incoming supplies until testing is no longer required. This helps to eliminate the cost of quality incurred by both parties.

**2. Quality Assurance Measures**

The Supplier shall produce and monitor all products to be supplied to GILDEMEISTER in accordance with the underlying documents (including, but not limited to, drawings, technical specifications, standards and individual quality specifications agreed specifically with a product in mind). All actions taken by the Supplier in relation to its sub-suppliers shall be in accordance with this Agreement.

**3. Collaboration**

The parties hereto shall maintain an open collaboration in the spirit of partnership, including, but not limited to, an active exchange of information. The Supplier shall therefore inform GILDEMEISTER about all material changes to the production process (particularly any technological or logistic consequences).

Following an arrangement at short notice, the Supplier shall grant to the GILDEMEISTER representative a right of inspection of the relevant production and test documents and test records. In addition, following an arrangement at short notice, access to all product-related production facilities at normal business hours shall be granted.

In the case of technical problems in the products supplied by the Supplier, the Supplier shall immediately provide reasonable support to GILDEMEISTER to determine the causes of such problems and to solve the problems. Should any documents supplied by GILDEMEISTER show signs of incompleteness or inaccuracy, the Supplier shall immediately notify GILDEMEISTER accordingly and support GILDEMEISTER in finding solutions.

**4. Test Equipment, Tests and Test Procedure**

The Supplier is obliged to adhere to all production and test procedures defined or agreed for GILDEMEISTER products and to prepare test records. Unless expressly defined by the parties hereto, the Supplier may define the required test strategy at its own risk. The Supplier shall grant to GILDEMEISTER the right of inspection in relation to each problem.

The Supplier shall choose the test equipment so as to enable inspection of all quality criteria provided by this Agreement or to be reasonably expected in accordance with current standards. The test equipment shall thereupon be inspected at regular intervals.

The Supplier shall perform all tests in such a way and to such an extent as to eliminate the need for a criterion-based inspection / testing of incoming supplies. When supplies come in, GILDEMEISTER is to merely inspect the identity, completeness

and sound condition of the delivery. Any defects shall be immediately notified by GILDEMEISTER.

Any other defects shall, as soon as detected in the normal course of business, be immediately reported to the Supplier. The Supplier shall waive the 'defence of deferred inspection of incoming supplies and delayed customer's complaint' (Objection of the omitted receiving inspection and belated notice of defect) (sect. 377 of the German Commercial Code) in so far as the complaint relates to quality deficiencies in the products supplied. The time limit for lodging a complaint shall be 24 months following delivery.

**5. Material Changes to / Deviations in GILDEMEISTER products**

Any changes to GILDEMEISTER subscription products shall, in principal, require the approval by GILDEMEISTER. Changes to parts of catalogues and versions thereof do not require specific notification, unless their technical characteristics, including, but not limited to, the GILDEMEISTER specifications, have changed. GILDEMEISTER may add its name to the mailing list for catalogues and product information.

The delivery of products that do not comply with the GILDEMEISTER specifications require the written approval by GILDEMEISTER.

**6. Labelling and Traceability**

Any products to be supplied by the Supplier's divisions shall be labelled in such a way as agreed by GILDEMEISTER (e. g. identity number, serial number, etc.).

**7. Release / Certification of Components**

By equipping its products with the producer label or identification plate, the producer guarantees the conformity with the underlying documents.

**8. Confidentiality**

GILDEMEISTER undertakes to keep confidential all technical information received by the Supplier and to use such information only for the purpose of this Agreement. Such obligation to maintain secrecy shall no longer apply, if such information becomes public without any fault of GILDEMEISTER in violation of this Agreement or forms part of the state of the art.

Rights to inspect production procedures requiring secrecy and rights to inspect trade secrets may be refused.

**9. Validity**

This Agreement shall come into force upon signature by both parties hereto and shall remain valid for one year from the date of signature. It shall be deemed extended each year, unless terminated by three months prior notice before the end of the term.

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Stempel / Datum / Unterschriften – Lieferant

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Stempel / Datum / Unterschriften – GILDEMEISTER