

Between

**Paul Brüser GmbH
Hollenbocker Strasse 58-60
57413 Finnentrop-Heggen**

(hereinafter referred to as Paul Brüser GmbH)

and

**<<Supplier>>
<<Street>>**

<<Postal code>> <<City>>

(hereinafter referred to as the Supplier)

the following is agreed:

Preamble

Product quality is becoming increasingly important in competition as well as in terms of product safety, customer satisfaction and the avoidance of costs. The necessary measures for systematic quality planning in advance and quality inspection at all stages of product development and production are part of a sound quality management system. For these reasons, Paul Brüser GmbH only expects products from the Supplier that are produced and tested with impeccable quality. This requires ongoing quality checks by the Supplier based on a qualified quality assurance system.

A quality level of 0 errors is our common goal.

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1.0 Objective and scope

1.1 Scope of the Quality Assurance Agreement

By signing the Quality Assurance Agreement, the Supplier assumes the obligation towards Paul Brüser GmbH to do everything in line with the respective state of the art so that his deliveries are free of errors. This agreement is concluded with the aim of establishing a long-term supply partnership of mutual benefit and is therefore the basis for all future purchases and delivery transactions between Paul Brüser GmbH and the Supplier. It is therefore an indispensable part of the contracts concluded in this regard.

The common goal is a “zero defect strategy”.

As soon as the Supplier identifies potential savings (e.g. manufacturing process optimisation, test procedures, batch sizes, etc.) based on his experience or his work for Paul Brüser GmbH, he will report these immediately to Paul Brüser GmbH.

1.2 Rights and obligations arising from purchase or delivery transactions

The rights and obligations of the Contracting Parties arising from the purchase and delivery transactions, in particular with regard to delivery prices, payment and delivery conditions, shall be agreed separately by the Contracting Parties.

2.0 Quality requirements for the Supplier

2.1 Quality management system

The Supplier has an effective quality management system in accordance with the current versions of DIN EN ISO 9001:2000 and ISO/TS 16949:2002, which guarantees a uniformly high and verified quality of the products delivered by him to Paul Brüser GmbH. A valid certificate from a recognized, independent certification company according to DIN EN ISO 9001:2000 or ISO/TS 16949:2002 is recognized as sufficient proof of the quality capability of the Supplier or his subcontractors. If the Supplier or a subcontractor cannot provide a corresponding certificate, Paul Brüser GmbH reserves the right to inspect and approve the Supplier's QM system and its quality capability by means of a process audit. The Supplier undertakes to continuously improve or expand his QM system in accordance with the state of the art or on the basis of agreements with Paul Brüser GmbH in order to continuously improve the effectiveness of the QM system. The performance of the QM system is reflected in:

- The ppm rating
- Timely processing of orders with the specified content
- Effectiveness and speed of implementation of corrective actions
- Delivery reliability, quantity, deadline
- Delivery quality
- Communication at all levels
- Continuous and demonstrable improvement of processes, procedures and products

2.2 Subcontractors

A further assignment of the order placed by Paul Brüser GmbH is only permitted with the written consent of Paul Brüser GmbH. In any case, the subcontractor must be named in writing to Paul Brüser GmbH. The Supplier shall be responsible for the development of its subcontractors in accordance with the requirements set out in Section 2.1. The Supplier must ensure that the provisions of this Quality Assurance Agreement concluded with Paul Brüser GmbH are also binding for his subcontractor and that they are complied with accordingly. A change of subcontractor must be reported to Paul Brüser GmbH in good time and requires written approval by Paul Brüser GmbH. A production process and production release procedure must be carried out. Paul Brüser GmbH reserves the right to also audit subcontractors, but this does not release the Supplier from his responsibility to the subcontractor and Paul Brüser GmbH.

2.3 Quality and adherence to the agreement

The Supplier is fully responsible for compliance with this agreement and for the quality of the products and services delivered by him to Paul Brüser GmbH in accordance with the respective contracts, the technical documents or other characteristics specified by Paul Brüser GmbH or agreed with Paul Brüser GmbH.

2.4 Quality indicators

In order to measure and evaluate the quality achieved, the Supplier defines internal and external quality objectives. In this context, the Supplier should observe the following minimum requirements:

- Determination of internal and external error costs

- Determination of internal and external error rates on a ppm basis as well as adherence to deadlines

2.5 Business language

The business language is German.

2.6 Documents with special archiving requirements

Archiving refers to the systematic collection, organisation, storage and management of documents. The statutory provisions and the VDA regulations must be observed with respect to archiving. In particular, the regulations concerning documents with special archiving requirements that relate to products whose characteristics have a significant influence on the safety of the end product or on compliance with legal requirements must be taken into account. From the point of view of product liability, a corresponding risk is to be expected here. These products and their characteristics are designated in the technical documentation. The content of the documented evidence must comply with the requirements of the VDA and be constituted such that the duty of care can be demonstrated in the event of quality issues. The characteristics must be documented during the process and made available at the request of Paul Brüser GmbH.

2.7 Occupational safety, health and environmental protection

The Supplier undertakes to comply with the applicable legal provisions with regard to occupational safety, health and environmental protection. Furthermore, Paul Brüser GmbH recommends that the Supplier continuously improve the work and environmental situation in accordance with international management standards, such as OHSAS18001, ISO 14001, or EMAS. An environmental management system based on international environmental standards, such as DIN EN ISO 14001, is to be aimed at, but certification according to this standard is not mandatory.

3.0 Quality-relevant characteristics and quality planning

3.1 Quality-relevant characteristics

The quality-relevant characteristics and tolerance specifications to be complied with by the Supplier can be found in the order standard, the corresponding current DIN or EN standard or the technical documents that are part of the purchase contract. Technical documents are the drawings, samples, delivery instructions, standards or similar information specified by Paul Brüser GmbH. The Supplier shall ensure that production, testing and delivery are always carried out in accordance with the latest order standards or technical documents available to him.

3.2 Quality planning

In order to ensure product quality for all new or changed products, quality planning in accordance with VDA guidelines or APQP guidelines is required as part of project management. Focal points are:

- Manufacturing (machines, mechanisms, tools, workflows, preventive maintenance).
- Capacity and procurement (material, machines, operating and testing equipment, subcontractors).
- Handling, storage, preservation, packaging and shipping.
- Environmental protection in processes and recycling of products and packaging.
- Reliability analysis, product safety/manufacturability and availability analysis.

- Quality planning, e.g. FMEA, SPC, machine capability test, control plan, process schedule, measuring equipment capability, annual requalification tests, test plan, safety-critical characteristics, especially for products with associated documents with special archiving requirements and relevant characteristics in the categories of S/C (significant characteristic) and C/C (critical characteristic).
- Internal production drawings, production and test plans as well as guidelines must be drawn up by the Supplier to the extent required on the basis of the order standards and the technical documents.

3.3 Ensuring the delivery quality of slit strip suppliers

An exception from the requirements for initial samples applies to all slit strip suppliers. Here, the delivery is generally made with material certificate according to 3.1. Exceptions are always agreed in writing.

4.0 Inspection planning and performance of inspections

The Supplier must carry out the following inspections:

4.1 Contract review

- Each contract shall be reviewed by the Supplier to ensure that the contract requirements are adequately documented;
- that requirements deviating from technical documents or other specifications or agreements have been clarified;
- that the Supplier has the capability to fulfil the contractual requirements.

4.2 Incoming goods inspection

The incoming goods inspection for raw materials, external production and purchased parts is carried out by the Supplier on his own responsibility as part of a test corresponding to ISO/TS 16949:2002 or DIN EN ISO 9001:2000. Raw materials and products that are part of the raw material, product or service to be delivered to Paul Brüser GmbH may only be processed or installed by the Supplier when this test has been passed and, in particular, compliance with the order standards and/or technical documents of Paul Brüser GmbH has been established. Material traceability by manufacturing batch must be guaranteed.

4.3 Requirements for initial samples

For each article ordered for the first time by Paul Brüser GmbH, a production parts acceptance procedure must be carried out in accordance with the VDA guideline (production process and production release procedure) (or by special agreement in accordance with the PPAP [production part approval process]). Submission level 2 applies to the production process and production release procedure as well as the PPAP, unless Paul Brüser GmbH and the Supplier have agreed otherwise in writing. Initial samples (usually at least 10 pieces) must be produced under series conditions. The samples must cover all the characteristics specified in the specifications as well as the material and mechanical properties. A measurement report must be attached to the initial sample test report.

Further initial samples are required on the following occasions:

- After a change of subcontractor
- After a change in specification
- In the case of modified production processes
- After relocation of production sites using new or relocated machinery

- The delivery of the series parts may only take place after issuing of the written initial sample approval by Paul Brüser GmbH.

4.4 SPC process monitoring

For key characteristics, SPC monitoring must be carried out during the manufacturing of the products and services purchased by Paul Brüser GmbH from the Supplier in compliance with the provisions of the VDA guideline and ISO/TS 16949:2002. If there is no normal distribution due to the manufacturing process (e.g. punching), so that no SPC monitoring can be carried out, suitable test methods must be used by the Supplier in order to achieve the 0-error target. Test methods are also suitable if the process capability is documented via short-run analyses, e.g. PPK => 1.67, and an attributive test (OK/NOK) is carried out during production by means of gauges whose tolerance limits are defined and documented within the statistical action limits.

4.5 Outgoing goods inspection

Before shipping the goods, the Supplier shall check the shipment for correct identity and completeness as well as proper packaging, delivery documents and labelling. Unless otherwise agreed, a test certificate in accordance with DIN EN 10204 3.1 must always be enclosed with the delivery.

4.6 Proof of process capability

All tests must be designed according to the degree of process capability achieved, the importance of the respective quality characteristic and the possible effects of errors and must be fully documented in test plans. For series production, Paul Brüser GmbH expects statistically controlled and monitored production processes. Products to be supplied to Paul Brüser GmbH are deemed capable of quality if the proof of process capability is achieved with PPK > 1.67 and CPK > 1.33 or, in the event of non-compliance with the process capability, if proof is provided that a 100% control has been carried out. These capability indices for the main characteristics shall be reported in the initial sample test report using the VDA form.

4.7 Articles without proven process capability

Goods for which proof of process capability is not available may not be delivered or must be subjected to a 100% inspection. The Supplier is obliged to optimize the production process in such a way that the required capabilities are achieved.

4.8 Testing equipment

The tests must be carried out with calibrated, suitable and capable measuring equipment, which must be designed in terms of type and scope in such a way that all contractual quality characteristics can be tested. The testing equipment must be monitored at specified intervals and subjected to a measuring equipment capability test in order to keep it ready for use and usable. The test condition of the products must be indicated to ensure that a product is only shipped if it has passed the required quality checks. These markings shall identify the inspector responsible for the release. The Supplier regularly carries out internal system audits, process audits and product audits in accordance with DIN ISO 9001:2000 and closely based on the guideline of ISO/TS 16949:2002 or VDA guidelines in all areas of the company that influence the manufacturing process of the products delivered to Paul Brüser GmbH.

5.0 Documentation and retention periods

5.1 Documentation of quality assurance measures

All quality assurance measures of the "quality management system" must be documented in a corresponding manual and, if necessary, in supplementary internal quality assurance regulations and instructions.

5.2 Documentation of audits

The audits carried out by the Supplier must be documented accordingly.

5.3 Retention periods

The audit reports and the defined remedial measures shall be kept by the Supplier for at least ten years. All test reports and acceptance documents as well as all test documents provided by subcontractors must be kept by the Supplier for a period of ten years, in the case of products with associated documents with special archiving requirements or S/C and/or C/C characteristics for a period of 15 years after delivery of the products. These documents must be made available to Paul Brüser GmbH free of charge upon justified request. All records of tests concerning raw materials, products and services as well as all results from the testing equipment monitoring and from the deviation approval procedure must also be kept for ten years or, in the case of products with associated documents with special archiving requirements or S/C and/or C/C characteristics, for 15 years.

5.4 Submission of quality management documents

Insofar as necessary in individual cases based on a justified request by Paul Brüser GmbH, the aforementioned documents must be submitted to Paul Brüser GmbH by the Supplier.

5.5 IMDS records

The material data must be made available in IMDS under our company ID 3188 at the earliest possible time, but at the latest before the first delivery.

6.0 Auditing of the Supplier by Paul Brüser GmbH and customer protection

6.1 Assurance of quality requirements

In the interest of ensuring the quality requirements of Paul Brüser GmbH or in cases of doubt or complaint, Paul Brüser GmbH is entitled to carry out an audit of the Supplier. Representatives of Paul Brüser GmbH and its customers can inform themselves about the manufacturing and quality management system of the Supplier and, if necessary, a subcontractor by means of visits announced in good time or, with good cause, by carrying out an audit.

6.2 Rights and obligations of the Supplier during a process audit

On the occasion of a process audit, the Supplier is obliged to provide Paul Brüser GmbH with insight into

- his manufacturing processes, insofar as this does not impair the competitiveness of the Supplier,
- all quality assurance measures and organisational units,
- the quality management manual,
- the documentation carried out on the basis of the quality management system.

6.3 Customer protection

In cases in which parts are manufactured or delivered in accordance with the drawing specifications of Paul Brüser GmbH or the customer of Paul Brüser GmbH or in which the

technical or manufacturing know-how comes from Paul Brüser GmbH or the customer of Paul Brüser GmbH, the Supplier shall guarantee customer protection with respect to the customers who become known to him on the basis of the business relationship with Paul Brüser GmbH. In particular, for the duration of the business relationship with Paul Brüser GmbH, the Supplier shall not make any offers to, accept orders from or supply these other customers with these parts, unless Paul Brüser GmbH has provided a written declaration of consent.

7.0 Quality deviations

7.1 Deviation procedure

In principle, only raw materials, products and services without quality deviations may be delivered to Paul Brüser GmbH. As part of a documented deviation procedure, raw materials, products and services with quality deviations may be delivered under the following conditions:

- They have no defects that negatively affect the usability and functionality from the Supplier's point of view
- The deviations do not cause any additional costs for Paul Brüser GmbH
- **Written** consent has been provided by Paul Brüser GmbH
- The goods are delivered with a copy of this deviation consent

If the deviation consent is granted by Paul Brüser GmbH, the goods must be delivered with a copy of this deviation consent. The Supplier must ensure that defective goods are not delivered to Paul Brüser GmbH without a deviation consent.

7.2 Testing of reworked parts

Repaired or reworked parts must be re-tested in accordance with the established quality inspection procedure before reuse.

7.3 Defective delivery

If complaints arise after delivery of goods, the Supplier must take all necessary steps to eliminate the complaint and minimize damage. In addition, he must initiate or carry out counter-checks to determine the cause of the complaint. In the case of justified complaints and in addition to immediate measures, Paul Brüser GmbH must be notified in writing immediately (at the latest 24 hours after receipt of our complaint) of all initiated corrective measures in the form of an 8D report. The complaint process may only be concluded by the Supplier when the effectiveness has been demonstrated to Paul Brüser GmbH. The aim is to achieve rapid complaint processing in order to maintain the ability to deliver.

7.4 Warranty claims

In the event of a warranty claim, Paul Brüser GmbH is entitled to assert against the Supplier the expenses incurred for the processing of complaints resulting from culpable conduct on the part of the Supplier, in particular incorrect material selection or errors in manufacturing, processing, warehousing or shipping, upon provision of proof of costs or at least in accordance with the document "Supplier Performance Defects". Paul Brüser GmbH is also entitled to demand reimbursement of the costs of a second incoming goods inspection in the event of reworking or redelivery of defective parts. This cost provision as well as the minimum amount have been discussed in detail with the Supplier. The Supplier expressly agrees to this method of calculation. The Supplier reserves the right to prove in individual cases that the expenses claimed by Paul Brüser GmbH have not been incurred or have been incurred to a lesser extent. The statutory rights of Paul Brüser GmbH in the event of a warranty claim remain unaffected by this.

8.0 Storage, packaging and transport

8.1 Packaging units and labelling

The Supplier must comply with the packaging regulations, units and labelling specified by Paul Brüser GmbH. Changes must be agreed with Paul Brüser GmbH on a case-by-case basis.

8.2 More extensive packaging regulations

The Supplier must pack raw materials, parts and services for Paul Brüser GmbH in such a way that transport and storage damage is ruled out with certainty and the statutory provisions on occupational safety, transport and environmental protection are complied with. If necessary, special packaging regulations will be agreed between Paul Brüser GmbH and the Supplier. Should the Supplier determine, upon inspection of the packaging regulations of Paul Brüser GmbH, that these do not comply with the statutory provisions or may have a negative influence on the products to be delivered, the Supplier is obliged to inform Paul Brüser GmbH immediately in writing.

9.0 Incoming goods inspection at Paul Brüser GmbH

9.1 Incoming goods inspection at Paul Brüser GmbH

On the basis of this agreement and the quality checks to be carried out by the Supplier, Paul Brüser GmbH will in future be entitled to check deliveries by the Supplier upon receipt of the goods only for quantity, identity (conformity of packaging labels and delivery notes with the purchase requisition) and transport damage externally discernible on the packaging. The Supplier's liability for quality defects or product defects does not change as a result. However, the Supplier expressly waives the objection of late notification of defects in accordance with § 377 HGB (German Commercial Code).

9.2 Detection of quality defects

If Paul Brüser GmbH detects a defect in the products delivered by the Supplier or if there is a reasonable suspicion that the goods may have a defect, Paul Brüser GmbH will take appropriate measures to inspect the goods and prevent the delivery of goods suspected of defects to its customers as far as possible. Furthermore, the Supplier must be informed in writing immediately, at the **latest within 2 working days** after becoming aware of the defect.

10.0 Product liability

10.1 Product liability in accordance with the statutory provisions

Insofar as damage occurs due to a product delivered by the Supplier, the Supplier shall be liable within the framework of the statutory provisions to the extent that the product delivered by him represents the cause of this damage. In this respect, the Supplier expressly indemnifies Paul Brüser GmbH from its liability for products delivered by the Supplier.

11.0 Insurance

11.1 Liability insurance

The Supplier is obliged to maintain product liability insurance with an insured sum of at least EUR 2.5 million per personal injury/property damage (lump sum), which covers not only the extended product risk, including foreign damage and a vehicle recall, but also the risk resulting

from the waiver of the objection of late notification of defects. In addition, the Supplier is also required to take out environmental liability insurance.

11.2 Supplier's obligation to provide information about the insurance cover

The conclusion and continued existence of the Supplier's insurance policies must be proven to Paul Brüser GmbH on request. The Supplier must notify Paul Brüser GmbH immediately of any change or cancellation of the insurance cover.

12.0 Confidentiality

12.1 Obligation of the Contracting Parties to maintain confidentiality

All commercial and operational information of the other Contracting Party that is not common knowledge and not intended for disclosure to third parties and that becomes known to a Contracting Party on the basis of this agreement and their business relationships must be treated confidentially and as a business secret by the Contracting Parties, who shall not make such information directly or indirectly accessible to third parties in whole or in part and shall only use it for the purposes provided for in the contract. This also applies to the period after termination of this agreement.

13.0 Supplier evaluation

13.1 Description of the supplier evaluation process at Paul Brüser GmbH

Paul Brüser GmbH evaluates its Suppliers semi-annually according to the criteria of quality (incl. ppm rating), prices, adherence to delivery dates, quantity compliance and Supplier service. The result of the Supplier evaluation shall be communicated to the Supplier in writing. Should the Supplier evaluation by Paul Brüser GmbH result in a classification other than "A-Supplier", Paul Brüser GmbH will conduct a problem-solving discussion with the Supplier and agree on measures to improve Supplier's performance. The Supplier must implement the measures immediately.

14.0 Inventory at processing contractors

At the end of each financial year, Paul Brüser GmbH carries out the legally required annual inventory. Each processing contractor undertakes to carry out an inventory (free of charge for Paul Brüser GmbH) of all assets provided free of charge by Paul Brüser GmbH (articles, packaging materials, tools, etc.) at the time specified by Paul Brüser GmbH and to communicate the results in due time and in the form desired by Paul Brüser GmbH. The inventory management of Paul Brüser GmbH is entitled to carry out an inventory check at the Supplier on a random basis. In the event of late or missing provision of inventory data by the Supplier, Paul Brüser GmbH is entitled to claim the resulting costs from the Supplier. In the event that an inventory is not carried out, Paul Brüser GmbH reserves the right to carry out an inventory at the Supplier's premises with its own personnel or by third parties and to invoice the Supplier for the resulting expenses.

15.0 Framework conditions of this Quality Assurance Agreement

15.1 Legal basis of this Quality Assurance Agreement

This contract is subject to German law. The place of performance is the place of our registered office. The place of jurisdiction for contracts with merchants and legal entities is the court responsible for our registered office. German law applies to all orders, deliveries and services. The application of the UN Sale Convention and the Hague Sales Convention is excluded.

15.2 Entry into force of this Quality Assurance Agreement

This agreement shall enter into force upon full signature by both Contracting Parties and shall be concluded for an indefinite period.

15.3 Termination of this Quality Assurance Agreement

This agreement may be terminated with six months' notice at the end of a calendar year. The right to terminate without notice for good cause remains unaffected by this. However, a termination may only take place in writing.

15.4 Changes or additions to this Quality Assurance Agreement

Changes or additions to this agreement must be made in writing by both Contracting Parties.

15.5 Severability clause

Should individual provisions of this agreement be invalid or unenforceable or become invalid or unenforceable after conclusion of the agreement, this shall not affect the validity of the remaining provisions of the agreement. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the Contracting Parties with the invalid or unenforceable provision. The above provisions shall apply accordingly in the event that the contract proves to be incomplete. § 139 BGB (German Civil Code) does not apply.

16.0 Related documents

The currently valid QS9000 regulations.

The currently valid documents of the Verband der Automobilindustrie e.V.

The currently valid version of ISO 9001 Quality Management Systems, Requirements.

The currently valid version of IATF16949.

The currently valid end customer standards.

The currently valid version of the EU End-of-Life Car Regulation.

The currently valid version of DIN EN ISO 14001 Environmental Management System.

The currently valid version of OHSAS 18001 Occupational Health and Safety Management System.

The currently valid version of the EC Eco-Audit Regulation, including IMDS system.

The currently valid General Terms and Conditions, in particular the Terms and Conditions of Purchase of Paul Brüser GmbH.

The currently valid version of the Brüser document "Logistics Guide for Suppliers of Paul Brüser GmbH".

The currently valid Brüser packaging regulations for the respective product.



Quality Assurance Agreement

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Holger Hachenberg

17.0 Signatures:

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(Date)

Paul Brüser GmbH

.....
(Signature and stamp)

.....
(Date)

Supplier

.....
(Signature and stamp)