

Quality Assurance Agreement

Between the company:

Miba Battery Systems GmbH

hereinafter referred to as „Miba Battery Systems“

and the Supplier:

hereinafter referred to as „Supplier“

Company name:

Address:

Postal code and place:

Country:

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1 Objectives and Area of Applicability

Our customers' requirements as to the quality of suppliers' products, services and systems have continuously increased in recent years.

Supplier and partner, expectation and performance, demand and service go hand in hand.

Accordingly, the requirements for our SUPPLIERS are at the highest level.

What is required today is QM – system standard ISO 9001.

System standards such as IATF 16949, environmental management systems such as ISO 14001, as well as occupational safety management systems such as ISO 45001 and energy management systems such as ISO 50001 can also be used on a project-specific basis.

Functional safety standards such as ISO26262 or ISO61508 can also be required on a product-specific basis.

This Quality Assurance Agreement (hereinafter referred to as the "QAA") regulates important matters in the relationship between the SUPPLIER and Miba Battery Systems.

It guarantees that the standards demanded by Miba Battery Systems with respect to product quality, reliable delivery, environmental protection and occupational safety will be met by the SUPPLIER with-out restriction during the term of the Agreement. It also includes special automobile-manufacturer-related interpretations needed to obtain required specializations.

Therefore, this Miba Battery Systems Quality Assurance Agreement for SUPPLIERS is a binding Quality Assurance Agreement by means of which we are establishing uniform management system requirements for our suppliers.

With the capabilities of our SUPPLIERS and their ability to innovate in implementing the requirements placed on them, we can jointly meet the quality challenges posed by our customers worldwide.

We call on you, as a SUPPLIER and partner, to meet the requirements of our Quality Assurance Agreement, so that we can work together to develop and successfully produce products that meet the highest demands.

This Agreement applies to the SUPPLIER named on the front page and covers all delivered production materials, outside processing, services, development activities and the like.

Any norms and standards cited always refer to the current versions.



2 Contact Persons

With regard to quality assurance concerns, the following employees of the two contracting parties shall maintain direct contact with each other:

For Miba Battery Systems: Name: Tel.:

E-Mail:

For the SUPPLIER: Name: Tel.:

E-Mail:

3 Effective Date of the Quality Assurance Agreement

The standards established in this QAA shall apply uniformly within Miba Battery Systems. Therefore, by signing the Agreement, the SUPPLIER agrees and expressly promises that this QAA shall be applied to all contracts entered into by the SUPPLIER with the companies of the Miba Battery Systems Group, regardless of the type and duration thereof. The SUPPLIER hereby agrees to comply with and follow the standards required by this QAA with all companies of the Miba Battery Systems Group. Due to this binding promise, express agreement is not necessary in each individual case. The SUPPLIER agrees to this. This QAA shall apply to contracts entered into with companies of the Miba Battery Systems Group unless a company of the Miba Battery Systems Group expressly waives its application in writing.

4 Basic Requirements for Suppliers

4.1 Management systems

Miba Battery Systems requires that its SUPPLIERS prove that they possess functioning quality management and environmental management systems conforming to ISO 9001 (mandatory requirement for all suppliers)

Can Requirement:

ISO 14001 and ISO 45001;

If necessary, process audit according to VDA 6.3

IATF 16949 (mandatory requirement for all automotive suppliers) can also be applied on a project-specific basis.

The SUPPLIER is obliged to further develop its management system(s). Proof must be provided by appropriate certificates to Miba Battery Systems - Purchasing.

SUPPLIER

The SUPPLIER must send the certificate to the Miba Battery Systems contact person.



In any case, Miba Battery Systems reserves the right to evaluate the supplier's quality capability, environmental and corporate social responsibility compliance and to conduct system audits and/or process audits after prior agreement with the SUPPLIER. The SUPPLIER is asked to coordinate with Miba Battery Systems and implement appropriate measures on the basis of any points at issue in the audit results.

4.1.1 Product Safety Representative

For those projects in which this standard has been specified, Miba Battery Systems requires the introduction of the role of "Product Safety Officer", which meets the requirements of IATF 16949, Chapter 4.4.1.2 and customer-specific requirements of the relevant customers

4.1.2 Functional Safety Responsible for safety-critical electrical / electronic components

For those projects in which functional safety is required, Miba Battery Systems requires the introduction of the role "Safety Manager", which meets the requirements of ISO 26262-1, Chapter 3.140, ISO 26262-2 Chapter 5.4.4 or Chapter 6.4.2.4 and customer-specific requirements of the relevant customers.

4.2 Quality of delivery

The SUPPLIER agrees to zero-defect deliveries. All the expenses of preventing defects must be included in the offer. This applies to all project phases, including product life cycle.

Expenses incurred at a later date – i.e., with reference to the offer – shall be borne by the Supplier.

This includes maintaining sufficient capacity for emergencies (e.g., for unplanned sorting actions, etc. due to product and process defects). If there are any malfunctions or complaints, Miba Battery Systems requires a prompt and permanent remedy.

The SUPPLIER must respond to complaints promptly.

The quality of supplier performance is included in evaluating the supplier and is a key criterion in the award of new contracts.

4.3 Technical documents

The product features and technical data that the SUPPLIER must adhere to are set forth in the following documents:

- Miba Battery Systems – drawings/plans or specification
- other norms and specifications

4.4 Labeling of manufacturing/delivery lots (traceability)

The SUPPLIER shall ensure that any defects that may arise in the manufacturing process are traceable through suitable labeling. The SUPPLIER must also comply with the FIFO rules established by Miba Battery Systems.



4.5 Special product features

Miba Battery Systems shall indicate the special product features – in terms of safety, function, need for further processing and assembly – on the drawing and communicate them to the SUPPLIER.

To efficiently and effectively ensure the safety and functionality of the products, the SUPPLIER must identify and label the product features important to safety and functionality as “special product features”, to the extent that the SUPPLIER is responsible for product development.

The labeled features shall be accorded special attention as the basis for process FMEAs, process capability studies, work and test planning, process control, quality verification, etc., and shall be consistently documented in a comprehensible manner.

To the extent that the SUPPLIER is responsible for production, it must also define the special features for product creation.

4.6 Packaging, transport, storage

The SUPPLIER shall pack the products in accordance with the packaging instructions agreed upon jointly and approved by Miba Battery Systems.

The transport and packaging must be carried out in a manner that excludes any impairment of the product.

In addition, the SUPPLIER must ensure the proper handling and identification of the products and production batches at all times.

The client is entitled to specify alternative packaging. This packaging may only be used if standard packaging is not available and will be regulated in accordance with SLA or other agreements.

4.6.1 Declaration and confirmation for asbestos-free packaging

The Contractor shall confirm to the Client and its affiliated group companies in a legally binding manner that all packaging materials supplied by them do not contain any asbestos content.

4.6.2 Wooden packaging

All wooden packaging (with the exception of compressed wood) must be treated in accordance with IPPC ISPM Standard No. 15 and have a corresponding legible marking.

4.6.3 Labelling of Samples, Prototyps and Pre-series-parts

When labeling samples, prototypes and pre-series parts, the plant-specific requirements must be taken into account. These are to be clarified in advance with the respective plant of Miba Battery Systems and should contain the following information:

- Sample/prototype/pre-series part
- Part number/designation
- Drawing number/Drawing index/Delivery note number
- Reason for sampling



- Tool number
- Sender

4.6.4 Delivery and Documents

General

The Contractor is obliged, stating the delivery date of the Customer, to independently notify the transports (room loaded, suitable for transport and packed in accordance with commercial standards).

If agreed, the respective vehicle must be registered at least one day before delivery or collection (at the customer's warehouse or the customer's external warehouse).

The following points should be observed:

- Deliveries are to be handed over to the carrier with properly prepared and complete accompanying documents.
- As a rule, papers are to be handed over to the driver. If desired by the recipient, it can be bilaterally agreed that papers should be attached to the package.
- The supplier must ensure that the delivery notes are handed in together with the consignment note at the relevant plant or external warehouse of the customer.
- Without correct accompanying documents, the acceptance of shipments may be refused.

Required accompanying documents

Upon delivery, the following documents must be handed over:

- waybill/forwarding order
- Goods consignment note or delivery note
- Customs documents for shipments from non-EU countries (see Chapter 11)
- Other documents required in the order (e.g. test certificates)

4.6.5 Incoterms

The Incoterms, FCA Bad Leonfelden, stated in the appendix, shall apply, unless otherwise confirmed in writing by Miba Battery Systems .

4.6.6 Customs

The SUPPLIER must ensure that all data relevant to foreign trade as well as all relevant data and documents for the correct and complete submission of a customs declaration are available. In particular, this concerns the following data:



- Value of goods
- Currency
- Customs tariff number
- Country of origin
- Declaration of origin as an approved exporter / EUR.1 / A.TR / Form A (see "Proofs of preference")
- Weight
- commercial description of goods

4.6.7 Logistic supplier evaluation

Miba Battery Systems carries out a supplier evaluation for its strategically important suppliers at least once a year. Strategically important suppliers are those partners who make a decisive contribution in the value chain and have an influence on the customer's perception of the AG in terms of quality and logistical performance.

In addition to the categories of quality, price, cooperation & service and management systems, the logistic performance of the contractor with 25% weighting is one of the main influencing factors for the supplier evaluation.

The delivery performance is calculated according to the following scheme:

The factors of compliance with delivery dates (weighted with 60%) and compliance with delivery quantities (weighted with 40%) are evaluated.

In addition, a total of 3% is taken into account for the duration of the order confirmation. For each order, compliance with the agreed date and the ordered quantity is determined and assessed according to the table below.



Kriterium	Bedingung	Ergebnis
Adherence to delivery dates	More than 4 days early	0
	More than 1 to 4 days early	50
	1 day early to 1 day late	100
	More than 1 to 4 days late	50
	More than 4 days late	0
Quantity reliability	Exact quantity up to $\pm 5\%$ deviation	100
	Quantity deviation up $\pm 10\%$	95
	Quantity deviation up $\pm 20\%$	70
	Quantity deviation greater $\pm 20\%$	50
Order confirmation	Within 1 working day	100
	Within 2 working days	95
	Within 3 working days, sometimes only on request	90
	Mainly longer than 3 business days, sometimes only on demand	50
	Only on demand	0

The results of all deliveries made by the SUPPLIER within one year are added up and thus contribute to the annual overall assessment.

In the event of deficits in fulfillment on the part of the SUPPLIER, Purchasing will ask the Purchasing department in the course of sending out the results of the supplier evaluation to determine the causes of the defects, to initiate suitable improvement measures and to inform Miba Battery Systems at regular intervals of the progress of the implementation and the effectiveness without being asked.

In the event of serious deficiencies, Miba Battery Systems Purchasing commissions strategic supplier development to work at the SUPPLIER's on-site. The supplier developer is responsible for taking and arranging all necessary and possible measures in order to achieve a rapid and sustainable improvement in delivery performance.

4.7 Corrective measures

The SUPPLIER shall take corrective measures on its own initiative in response to any defects that are identified or any processes that are not under control and shall document them for Miba Battery Systems in the form of action plans (e.g.: 8D reports). Affected parts must be kept separate.

4.8 Special waivers (deviation permits/permission to rework)

The SUPPLIER must deliver goods that conform to the drawings and specifications. If the SUPPLIER is temporarily unable to do so because of deviations, it can send a written request for a deviation permit or permission to rework to Miba Battery Systems. Deviations/reworking can only be permitted if safety, function, durability, workability and parts assembly are not adversely affected.

A deviation permit (special waiver)/permission to rework shall always require the written approval of Miba Battery Systems to be valid and shall be limited to a certain number of parts or a certain delivery period.



In order to quickly process the application FO_000021 Special Waiver / deviation permit, the information required must be given in the application for deviation permit / rework and checked by Miba Battery Systems for approval.

Since the positive handling of an application for deviation permission / rework only benefits the SUPPLIER (avoidance of rejects, downtime costs), Miba Battery Systems will charge the SUPPLIER the internal expenses - after prior notification and after coordination with the ZL - at the current Miba Battery Systems hourly rate. This is intended to cover the Miba Battery Systems internal administrative effort. The granting of a deviation permit / rework by Miba Battery Systems expressly does not mean that the SUPPLIER is released from its responsibility with regard to delivery reliability, warranty, damages and product liability. The delivered goods are to be marked separately on the delivery note and on the container. The approved deviation permit / rework must be enclosed with the delivery note.

4.9 Retention of records and parts

The SUPPLIER shall ensure that records relevant to quality are retained. The period of retention (archiving) shall be based, *inter alia*, on the requirements of law, general guidelines, customers and product liability concerns. Additional minimum requirements under VDA 1 or any Miba Battery Systems specific requirements must be met.

4.10 Right to audit the SUPPLIER

The SUPPLIER shall ensure that Miba Battery Systems, Miba's customers, Miba's certification company and local lawmakers have the right to audit the SUPPLIER and its suppliers after giving advance notice.

Miba Battery Systems may inspect the processes, documents, tools and records relevant to the products after giving advance notice and reaching agreement with the SUPPLIER.

Before commencing serial deliveries, processes can be approved through the conduct of a process audit.

The process audit shall be conducted by Miba Battery Systems in accordance with VDA 6.3 and similar rules, and its purpose is to assess the effectiveness of the SUPPLIER'S QM measures with respect to a particular process. In so doing, compliance with specifications and customer requests and consistent documentation are examined.

Based on current issues, unplanned process audits can be conducted after advance notice to the SUPPLIER.

4.11 Complaints

Every audit report sent by Miba Battery Systems shall be deemed to be a complaint. Miba Battery Systems shall be entitled to return products later found to be defective for replacement or reworking, free of charge, after consultation with the SUPPLIER.

The standard complaint procedure shall be as follows:

- Notification of the deviation



- Audit report or official complaint letter will be provided as well as test records, pictures or sample parts to illustrate the defect.
- The SUPPLIER shall be given a reasonable grace period to rectify the defect considering the urgency of the matter (replacement; reworking by the SUPPLIER or by Miba Battery Systems; sorting by the SUPPLIER or by Miba Battery Systems)
- Miba Battery Systems reserves the right, in coordination with the SUPPLIER, to do any reworking itself or have it done by a third party at the expense of the supplier due to the urgency of the
- matter. It shall be Miba’s responsibility to determine the level of urgency.

To ensure defect-free follow-up deliveries, the SUPPLIER’S initial response must be no more than one business day after the complaint is sent. The SUPPLIER shall send the 8D report – filled out up to Item 5 “Planning of Remedial Measures” –within five business days. The completed 8D report shall be sent by mail.

If timely availability of the delivery items cannot be guaranteed due to quality problems, the SUPPLIER shall, in coordination with Miba Battery Systems Logistics, take all necessary measures to meet the deadline. This includes production in special shifts and overtime work and utilizing accelerated means of transport (special or express delivery). The resulting costs shall be borne by the SUPPLIER.

Miba Battery Systems reserves the right to take additional measures if there are malfunctions or complaints

(assumption of costs [by the SUPPLIER], barring the SUPPLIER from further assignments or terminating the business relationship. If Level 3 of the escalation process is reached, Miba Battery Systems will notify the relevant certification company).

If complaint-processing is deficient or unsatisfactory and/or the measures taken are not sufficiently effective, Miba Battery Systems can begin the escalation process. In this case, the SUPPLIER agrees to cooperate closely with Miba Battery Systems and to ensure that the processes and measures defined in the escalations procedure are effective through active cooperation.

Level	Definition	Triggering Event	Action
0	Day-to-day business	<ul style="list-style-type: none"> • Deficiency report/8D report • The agreed-upon targets have been met or exceeded by a maximum of 25% 	<ul style="list-style-type: none"> • Notify the SUPPLIER immediately • Initiate (internal/external) sorting • Request delivery of a replacement • Label follow-up deliveries until there is proof that the problem has been permanently resolved • Monitor the 8D reports/deficiency reports



1	Long-time problems with the SUPPLIER	<ul style="list-style-type: none"> The agreed-upon targets have been exceeded: PPM targets by 50%* Meets deadlines less than 90%* of the time Correct quantity less than 90%* of the time Supplier rated lower than AB The number of complaints against the supplier is significantly higher than the average in the previous period The corrective measures under the 8D reports are not effective. No response to the 8D reports within the required time period 	<ul style="list-style-type: none"> Official letter – The SUPPLIER must send a plan with corrective measures within 7 days. Continuous, weekly reporting to Miba Battery Systems If necessary, Miba Battery Systems shall demand a new PPAP process Miba Battery Systems can provide support in the form of specially adapted process audits. 100% controls or an increase in the frequency of controls in the incoming goods area
2	Long-time problems with the Supplier/ recurring problems over a period of 6 months	<ul style="list-style-type: none"> No reaction to Escalation Level 1 The long-term problems have not been resolved despite the SUPPLIER's response Continually recurring problems Critical defects that affect end customers The long-time problems result in unusually high costs for Miba Battery Systems The Supplier is not sufficiently cooperative 	<ul style="list-style-type: none"> The SUPPLIER is invited to a special meeting. Submission of a specific action plan with a signed undertaking to immediately improve performance. Miba Battery Systems conducts a system or process audit 100% controls or an increase in the frequency of controls in the incoming goods area If necessary, Miba Battery Systems shall develop alternatives, change suppliers or insource the necessary goods and services
3	The Supplier is incapable of resolving the long-time problems	<ul style="list-style-type: none"> The measures defined at Level 2 have not improved the SUPPLIER's performance The supplier has been given a C rating The SUPPLIER shows no desire to cooperate and improve Bankruptcy 	<ul style="list-style-type: none"> Immediate meeting between Miba's top management and the SUPPLIER'S top management General decision on whether to continue collaborating with the Supplier

* These limits apply to all automotive products and services.



To ensure defect-free product quality after Escalation Level 1 has been reached, Miba Battery Systems can take additional measures, after prior consultation with the SUPPLIER, to promptly ensure defect-free deliveries. Such measures may include:

- testing by Miba Battery Systems on the SUPPLIER'S premises during production
- testing by Miba Battery Systems before delivery by the SUPPLIER
- joint testing by Miba Battery Systems and the SUPPLIER on Miba Battery System's premises
- testing by an authorized testing laboratory.

4.12 Unusability an loss of the products provided

If the reject rate is exceeded (i.e., 1%, if not otherwise agreed) based on the quantities provided per component per quarter, the SUPPLIER shall bear the parts costs incurred up until that time (=materials including processing of parts prior to delivery) for the number of rejects.

For batch processes, the reject rate per quarter shall be 0.2% per component and shall apply to test parts and components damaged by handling or other individual parts that are unusable.

If components are unusable due to equipment trouble of any kind or do not conform to the specifications or the initial sample, the SUPPLIER shall bear the parts costs incurred up until that time (=materials including processing of parts prior to delivery) for the number of rejects.

The parts costs caused by equipment trouble shall be handled at that time, regardless of the "Quarterly Reject Rate Provision".

4.13 Meeting the delivery deadlines (delivery performance)

The SUPPLIER agrees to meet scheduled delivery deadlines and to provide **100% reliable** delivery.

Miba Battery Systems shall be entitled to impute the costs it incurs as a result of a default in delivery for which the SUPPLIER is responsible (i.e., a missed deadline and/or a short delivery) to the SUPPLIER. In addition, the SUPPLIER must notify Miba Battery Systems of an impending default in delivery at the earliest possible time. The SUPPLIER shall analyze the causes of the default in delivery and permanently remedy them. The SUPPLIER shall inform Miba Battery Systems of the measures it will take in this regard.

Delivery performance is included in the supplier's evaluation and is a key criterion in awarding new contracts.

An emergency plan must describe the potential hazards and the safety precautions that have been taken for all of the SUPPLIER'S operating and production areas. The SUPPLIER shall be directly responsible for developing a concept to prevent the risks of interrupted delivery or lack of delivery capacity.



4.14 Mandatory Information

The SUPPLIER notifies Miba Battery Systems about all disruptions at receiving plants of all automotive customers, including yard holds, stop ships and containment status.

The information must be provided immediately after occurrence and has to content:

- Affected Customer
- Description of the problem (e.g. containment level, yard hold, stop ships, field complaints, recalls due to quality issues)

The information has to be provided to following address:

quality-mbs@miba.com

4.15 Warranty, compensatory damages, product liability

The SUPPLIER warrants that the contract items can be used for their intended purpose, are state of the art, and conform to the relevant norms, official standards and trade association regulations. In addition, the SUPPLIER warrants that the contract items are not encumbered by third-party rights and were manufactured, acquired and placed in circulation without infringing any industrial property or other rights or fair competition provisions. The SUPPLIER shall indemnify Miba Battery Systems and hold it harmless against all claims asserted under this section (including with respect to all related costs, such as the costs of prosecuting legal actions) within the meaning of § 1404 of the Austrian Civil Code [ABGB] (contractual undertaking to perform the obligation of another).

The warranty period for defects of quality shall be 24 months from acceptance of the contract items, and for legal defects the warranty period shall be 10 years from acceptance of the contract items. The statutory presumption period under § 924 of the ABGB shall be extended to twelve months from acceptance of the contract items. For deliveries made under the warranty provisions, this time period shall start anew. Miba Battery Systems shall have no duty to inspect and give notice of defects. The application of § 377 of the Austrian Commercial Code [UGB] is excluded. Notwithstanding § 933 of the ABGB, it is agreed that warranties may be asserted in writing to satisfy the warranty obligation, and not only in court. Such a written notice of defect shall stop the warranty period from running until the defect has been fully eliminated and shall interrupt the running of payment periods.

If a defective contract item is delivered, the SUPPLIER shall, at the option of Miba Battery Systems, either rectify the defect or replace the contract item within a reasonable grace period established by Miba Battery Systems.

If it should be determined (e.g., by a voluntary random sampling by Miba Battery Systems) that individual parts of the delivery are defective, Miba Battery Systems shall be entitled to reject the entire delivery and return it to the SUPPLIER at the latter's expense. The SUPPLIER alone shall have the responsibility of sorting out the defective parts from the defect-free parts of the delivery.

If both rectification of the defect and replacement are (i) not possible or (ii) unreasonable or



substantially inconvenient for Miba Battery Systems or (iii) if no rectification of the defect or replacement is made or the rectification of the defect or replacement is incomplete, Miba Battery Systems can, at its option, either rescind the agreement or demand a price reduction. If the agreement is rescinded, contract items that have already been delivered shall be returned to the SUPPLIER at its expense and risk.

In urgent cases, Miba Battery Systems shall be entitled to perform the necessary defect rectification or repair work itself at the expense and risk of the SUPPLIER. If the SUPPLIER does not promptly meet its obligation to rectify the defect or replace the item, Miba Battery Systems shall be entitled to rectify the defect itself or perform omitted services itself or have third parties do so at the expense and risk of the SUPPLIER or demand a price reduction or return the delivery items to the SUPPLIER at its expense and seek redhibition.

Miba Battery Systems is not required to tolerate more than one attempt at repair or replacement. If the same CONTRACT ITEM is repeatedly delivered in defective condition, Miba Battery Systems shall be entitled to terminate or prematurely end all delivery contracts for the same or similar CONTRACT ITEMS.

The warranty obligation shall also include the costs of eliminating defects on site. The statutory warranty provisions shall apply in other respects. Their application cannot be contractually excluded to the detriment of Miba Battery Systems. With respect to warranty remedies, the SUPPLIER shall add additional shifts or schedule overtime or holiday work in order to rectify the defect or replace the item if this is necessitated by urgent business reasons relating to Miba Battery Systems or a customer of Miba Battery Systems.

The SUPPLIER shall be liable for ensuring that the CONTRACT ITEMS do not infringe any patents, trademarks, models, copyrights or other intellectual property rights of third parties of whatever kind. The SUPPLIER agrees to indemnify Miba Battery Systems against all third-party claims and hold it harmless within the meaning of § 1404 of the ABGB.

To the extent legally permissible, Miba Battery Systems shall be liable to the SUPPLIER only for intentional or grossly negligent conduct, except for personal injury, for which it shall be liable even for slight negligence.

The SUPPLIER shall be liable to Miba Battery Systems for all losses caused by its wrongful intent or negligence. Miba's claim for damages shall encompass all losses, including lost profit and all consequential damages resulting from the defect suffered by Miba Battery Systems, its contract partners and/or the end customers and asserted against Miba Battery Systems.

The SUPPLIER warrants that the products delivered are free of defects within the meaning of the Product Liability Act (BGBL No. 99/1988 as most recently amended) in terms of design, production and instruction. The SUPPLIER warrants, in particular, that no defects could be detected in the delivered products under the state of science and technology at the time the products were placed on the market. The SUPPLIER shall give Miba Battery Systems written notice of intended changes in materials, production processes and vendor parts of the CONTRACT ITEMS and other



changes relating to the provision or composition of the CONTRACT ITEMS. The SUPPLIER may not make such changes without the express written consent of Miba Battery Systems, which may not be withheld without objective justification.

The SUPPLIER shall also be obliged to monitor products and promptly inform Miba Battery Systems of any problems that arise at a later date with respect to similarly constructed products. Therefore, if the SUPPLIER subsequently becomes aware of circumstances that could form the basis for a

product defect within the meaning of the statutory provisions, it shall promptly inform Miba Battery Systems of this in writing and, in the event of any recall of products, which Miba Battery Systems may conduct in its own discretion, shall indemnify and reimburse Miba Battery Systems for all resulting costs, upon request.

Any restrictions on the SUPPLIER's obligations under the Product Liability Act and any restrictions on the claims for compensation to which Miba Battery Systems may be entitled under that Act or other provisions shall be invalid. If claims are asserted against Miba Battery Systems by third parties, the SUPPLIER shall indemnify Miba Battery Systems and hold it harmless. The SUPPLIER shall identify the manufacturers and upstream suppliers of the defective products at Miba's request.

4.16 Environmental protection

The SUPPLIER shall operate a system certified in accordance with ISO 14 001 or, as a minimum standard, the SUPPLIER agrees to comply with the national and international legal requirements relating to environmental protection applicable at the production site.

In general, the principle of avoidance of errors shall apply to the SUPPLIER's company environmental protection program. This means that the SUPPLIER shall endeavor, to the extent economically reasonable, to use the best technology available in order to achieve resource conservation from the outset. Therefore, environmental aspects must be taken into consideration in the planning and development of new products or processes. Environmental accidents should be avoided by taking preventive measures.

The SUPPLIER agrees to take measures in accordance with ISO 50 001 to continually reduce energy consumption.

These measures can be reviewed in Miba's audits.

4.16.1 Conflict minerals

Based upon a reasonable country of origin inquiry, Seller warrants and certifies that any shipment of minerals or metals is DRC Conflict Free and, therefore, (i) contains no Conflict Minerals

(including tin, tantalum, tungsten, cassiterite, columbite-tantalite (coltan), wolframite and gold), as defined by 1502(e)(4) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"), which originated in the Democratic Republic of Congo or an "adjoining country" as defined by Section 1502(e)(1) of the Act; or (ii) any Conflict Minerals shipment was sourced from recycled or scrap material. For the avoidance of doubt, Conflict Minerals are considered to be from recycled or scrap sources if they are from Recycled Metals, which are reclaimed end-user or post-consumer products, or scrap processed metals created during product manufacturing. "Recycled Metal" includes excess,



obsolete, defective and scrap metal materials that contain refined or processed metals that are appropriate to recycle in the production of tin, tantalum, tungsten and/or gold. Minerals partially processed, unprocessed or a bi-product from another ore are not included in the definition of Recycled Metal.

Seller agrees to provide certification to this effect to Buyer, in a form satisfactory to Buyer, with all shipments of minerals or metals, as well as a quarterly certification as to all shipments. Seller acknowledges and agrees that invoices for such shipments will not be processed or paid until this certification has been received by Buyer. Seller further agrees to provide Buyer with such other periodic certification with respect to Conflict Minerals as Buyer may reasonably require and hereby warrants to the veracity of any and all certifications.

4.17 Protection of occupational health and safety

The SUPPLIER shall operate a system certified in accordance with ISO 45 001 or, as a minimum standard, the SUPPLIER agrees to comply with the national and international legal requirements relating to occupational health and safety at the production site.

In general, the principle of avoidance of errors shall apply to the SUPPLIER's company occupational health and safety program. This means that the SUPPLIER shall, to the extent economically reasonable, endeavor to use the best available technology to prevent accidents and any consequential impairment of health from the outset (e.g., through an ergonomic workplace design and the use of appropriate safety devices in systems and machines). Therefore, safety aspects must be taken into consideration in the planning and development of new products or processes. Accidents can be avoided by eliminating hazard sources and risks. The basic prerequisites are caution, order and cleanliness in the workplace. The SUPPLIER agrees to take measures in accordance with ISO 50 001 to continually reduce energy consumption. These measures can be reviewed in Miba's audits.

5 Manufacturability Analysis

The SUPPLIER must also examine the feasibility of the goods and services it offers. In addition to technical feasibility (manufacturability of the parts in accordance with the specifications and the required process capability under conditions of mass production), this also includes such aspects as logistics, quality, deadlines, costs, personnel, etc. This must be confirmed by filling out and signing the form: "FO_000022, Request for Quotation". In particular, the SUPPLIER also agrees to deliver products that are in 100% conformity with the customer's specifications (cf. PPAP – Part Submission Warranty). In addition, critical process-related matters must be documented in the feasibility study. In general, a manufacturability analysis is necessary for new parts and must be revised and reconfirmed if products and processes are changed.

If a specific product/service is to be provided to a non-automotive customer and the order documents do not request a formal manufacturability analysis (in accordance with FO_000022), the SUPPLIER is nevertheless obliged to conduct and document a simplified review with respect to (machine) capacity, personnel resources and logistical aspects.

6 Project Management

For standard components, the defined product specifications, quality requirements and schedules must be adhered to by the supplier by means of a purchase order and order confirmation.

For all other Miba Battery Systems specific components, the following chapters from Project Management apply.

6.1 Project plans

Every partner must have a suitable project management program.

The SUPPLIER shall designate a project coordinator for every project to coordinate all planning activities with Miba's project coordinator.

6.1.1 Products/services for Prototype-projects (A-, B-Samples)

In this case, project plans are to be created and maintained that meet the ISO 9001 requirements (see ISO 9001, Section 8.1 Operational planning and control).

6.1.2 Products/services for projects until series (C-, D-Samples)

In order to achieve the project goals from a technical, schedule, financial, qualitative and functional point of view, an overall project plan must be drawn up that is cross-departmental and clearly shows all planned goals. Risks and critical project points should be identified early on from the overall project plan so that corrective measures can be initiated if necessary. The entire scope of project planning (project management) depends on the complexity of the product and is coordinated or specified with Miba Battery Systems.

6.2 Project Documentation

The SUPPLIER shall prepare a status report, which reflects the current status of project planning. It shall provide information on which planning items are in a critical state and when this condition can be remedied.

The status report shall be submitted at the request of Miba Battery Systems or for special reasons.

The frequency and scope of the regular status reports shall be based on the various requirements of Subsection 6.1.1 or 6.1.2

6.3 Project planning in the sense of advance quality planning

6.3.1 Products/services for Prototype-projects (A-, B-Samples)

Planning activities shall meet the requirements of ISO 9001. (see ISO 9001, section 8.1 Operational Planning and Control).

6.3.2 Products/services for projects until series (C-, D-Samples)

The SUPPLIER shall prepare a subject-specific detailed project plan as part of quality planning.

The project plan shall monitor, among other things:



- the determination of Miba's quality requirements
- quality planning activities
- purchasing and acceptance of measuring and testing equipment
- approval of serial delivery

Monitoring the progress of the project shall be part of the project plan.

6.4 Project planning for product development

During the process / product development, quality planning discussions are held with the Miba Battery Systems - Quality Engineer and the SUPPLIER's project manager (QVP discussions) conducted. The quality planning discussions serve to coordinate quality assurance measures with the SUPPLIERS and, through the use of checklists, ensure that all planned quality activities are carried out and documented prior to series production. If deviations are found, suitable corrective measures must be initiated. Miba Battery Systems must be notified in writing of the elimination of the deviations. Critical characteristics are defined jointly, for which a statistical proof of capability is required as part of the initial sampling and, if necessary, during series production. The selection of the features is based on the specified drawing details, the planned production conditions and production and product requirements.

7 Submission and Approval of Initial Samples (D-Samples)

In the following cases, initial samples shall be submitted for Miba Battery Systems specific components in due time before the start of mass production:

- for new products
- when there are changes to the product (changes in the technical specifications)
- when new or relocated production facilities are used
- when the production site has been changed
- when there has been a change of supplier (see Subsection 10.3)
- when there are changes in the production process (e.g. if steps are added or eliminated)
- on request there must be a requalification test at least once a year

When the products delivered are basic or raw materials (e.g. steel, etc.), the submission and approval of initial samples shall be waived.

These initial samples must have been completely produced with series production equipment and under series conditions (C-sample production) and carefully checked with regard to all quality features. With these initial samples, the test results determined by the SUPPLIER must be submitted in the form of initial sample test reports and measurement sheets (standard: current complete VDA form, on request also customer-



specific forms, e.g. from PPAP) as well as process capability studies for functional and safety-critical features (required Capability indices see point 9.2 Proof of process capability) to be attached to the initial sample test report. The number of necessary initial samples is determined in each individual case when ordering or must be agreed with Miba Battery Systems. As a rule, this is at least 50 parts, whereby 5 numbered parts must be completely measured and assignable to the measured values.

Unless otherwise specified by Miba Battery Systems, the following submission levels apply: Sampling in accordance with VDA Volume 2 - Submission level 2, Sampling in accordance with PPAP - Submission level 3. In the case of multiple tools, samples from each insert / nest must be measured and delivered separately.

All other requirements for the provision of initial samples can be found in the "Initial Sample Check List for Suppliers," which can be attached to the order. The Supplier must retain a corrosion-protected, fully measured initial sample reference part, labeled with the report number and date, for a period of 30 years.

Material data – if applicable – must be recorded in the IMDS (International Material Data System, www.mdssystem.com).

8 Testing

8.1 Quality testing procedure

The SUPPLIER shall prepare a quality testing plan (control plan) for products designated by Miba Battery Systems, which shows the initial testing of raw materials, interim tests and final tests.

This quality testing plan shall be submitted to Miba Battery Systems according to the submission level as well as the development level (A, B, C, D-sample) on request.

8.2 Testing instructions

The SUPPLIER shall prepare testing instructions for all necessary tests (including self-testing), which indicate:

- the test features
- accuracy of the tests/intervals
- testing procedure
- testing instruments
- type of documentation of the testing.

Material changes to these test documents require the approval of Miba Battery Systems.



8.3 Periodic testing

Periodic testing (e.g.: product audits, re-qualifications, 3.1 certifications) must also be included in a testing plan with appropriate testing instructions, and the results must be documented. For attributive sampling tests, the acceptance criterion must be “zero defects.”

Test equipment, test equipment monitoring The SUPPLIER monitors the test equipment relevant for our products at regular intervals in accordance with ISO 9001 requirements and ensures that only test equipment with the appropriate capability and sufficiently low measurement uncertainty in accordance with MSA AIAG or VDA 5 is used. Any test equipment provided by Miba Battery Systems is to be treated with care as Miba Battery Systems property and to be kept as a precaution for any subsequent orders and to be marked as property of Miba Battery Systems.

8.4 Testing, test certificates, approval

The products intended for Miba Battery Systems shall be tested in accordance with the aforementioned testing instructions.

The test results shall be entered on the test certificate and signed by the person in charge of testing.

Upon request, the SUPPLIER shall send the filled-out test certificate to Miba Battery Systems to evaluate the test results.

Miba Battery Systems shall inspect the incoming deliveries for:

- identification (labeling)
- quantity
- condition of the packaging and the products (damage in transit)

Miba Battery Systems shall inspect one or more product features through random sampling. In other respects, Miba Battery Systems shall give the SUPPLIER prompt written notice of the defects in the delivery, as soon as they are detected in the normal course of business operations. To this extent, the SUPPLIER waives the defense of untimely notice of defects.

Any inspection of incoming goods and their quantities conducted by Miba Battery Systems does not release the SUPPLIER from full responsibility for product quality.

Miba Battery Systems AG has no obligation to inspect and make complaints. The application of § 377 of the UGB (HGB) to the goods and services covered by this Agreement is excluded. Notwithstanding § 933 of the ABGB, it is agreed that warranties may be asserted in writing to satisfy the warranty obligation, and not only in court. Such a written notice of defect shall stop the warranty period from running until the defect has been fully eliminated and shall interrupt the running of payment periods.

9 Mass Production

9.1 Monitoring the manufacturing process

The SUPPLIER shall monitor its manufacturing processes (features or influencing factors) and record (and archive) the results in a suitable manner (statistical process control, quality control charts, inspection charts, or VDA Band 4 etc).

The results shall be submitted to Miba Battery Systems during the audits.

9.2 Proof of process capability for automotive and customers

The SUPPLIER must prove the process capability of all important and critical product and process features that have been agreed-upon or included in the control plan.

The methods of statistical process control (SPC) shall be used for this purpose.

For unstable processes, a long-term study must be conducted in the form of Process Performance Index Ppk.

For stable processes, a long-term study must be conducted in the form of Process Capability Index Cpk.

Required minimum process capabilities, unless otherwise agreed:

Feature type	Unstable processes P _p & P _{pk}	Stable processes C _p & C _{pk}
Safety, regulatory requirements	2.0	1.67
Function	1.67	1.33
Process	1.67	1.33
Other features, not identified	1.33	1.33

For processes that do not verifiably meet the above requirements, appropriate measures must be taken to ensure that the requirements are met (e.g. protection through 100% inspection).

9.3 Maintenance

The SUPPLIER shall ensure the necessary operational readiness and capability of its equipment and facilities through preventive and predictive maintenance.

If there are unforeseen failures, Miba Battery Systems shall be promptly informed and provided with an action plan to ensure delivery if delivery deadlines have been jeopardized.



10 Procurement by Suppliers

Miba Battery Systems demands that its SUPPLIER exercise care in their procurement activities. This is especially relevant in the following areas:

- Reviewing procurement documents for clarity and completeness
- Determining and tracking special product & process features
- (see Subsection 4.4, Special product features)
- Labeling and traceability
- Providing samples of deliveries
- Selecting sources of supply
- Monitoring sub-suppliers
- Supporting and assisting sub-suppliers
- Continuous improvement of sub-suppliers
- Verifying that the procured products meet requirements
- Re-qualification tests at least once a year (see IATF 16 949 8.6.2) or proof in the form of acceptance test certificates in accordance with EN 10204 3.1 for every production batch

10.1 Quality assurance for purchased materials

The SUPPLIER shall take suitable quality assurance measures with respect to the raw materials to be used for our products.

It shall inspect the incoming raw materials to be used for Miba Battery Systems or have the quality of the goods delivered by its suppliers confirmed by inspection certificates (raw material certificate).

These certificates/results of inspections shall be archived so that they can be matched up at any time.

10.2 Disclosure of Miba's requirements to sub-suppliers

The SUPPLIER shall disclose the quality, environmental management, and occupational health and safety management requirements and order-specific requirements of Miba Battery Systems and any additional requirements of Miba Battery Systems customers to its sub-suppliers and oblige them to follow these requirements.

10.3 Change of sub-suppliers

If the SUPPLIER intends to change a sub-supplier, it must give written notice. After jointly assessing the boundary conditions, the measures requested by Miba Battery Systems shall be planned and carried



out by the SUPPLIER. In any case, there must be a new product & process approval. The SUPPLIER shall then deliver initial samples to Miba Battery Systems, together with complete documentation of the initial samples (see Section 7).

The suppliers may not be changed until Miba Battery Systems approves.

In cases of multi-sourcing, all of the SUPPLIERS must be announced and must provide appropriate samples. In addition, the source of supply must be clearly traceable.

11 Continuous Improvement Process

As part of QM, the Supplier is subject to a zero-defect philosophy. To reach this goal, it is necessary to continuously improve all operational processes. Miba Battery Systems shall reach agreement with the SUPPLIER with respect to the time frame and the intermediate goals by which the zero-defect objective may be reached.

The SUPPLIER shall promptly inform Miba Battery Systems as soon as any negative deviations from the agreed-upon goal corridor are foreseeable.

This goes beyond eliminating existing problems. The aim is to operate the processes in such a way that deviations from the target values are continually diminished.

Target values are requirements, such as technical specifications, but also include quality targets, costs, deadlines, etc.

The Supplier shall make improvements recognizable to all divisions through appropriate metrics. Efficiency and cost-effectiveness are key aspects of continuous improvement.

Miba Battery Systems reserves the right, after coordination with the Supplier, to conduct on-site improvement workshops for the purpose of supplier development (quality improvement, cost-reduction, etc.).

12 Termination of the QA Agreement

This Quality Assurance Agreement shall run for an indefinite period of time – always in tandem with a Master Agreement. The QA Agreement can only be terminated simultaneously with the Master Agreement and with same notice periods as in the Master Agreement.

However, the QAA shall remain in effect for all delivery contracts agreed upon before the QAA ends.

13 Other Applicable Documents

13.1 Other applicable documents

The SUPPLIER agrees to comply with the requirements of the “GADSL Reference List,” Global Auto-motive Declarable Substance List (see home page at: <http://www.gadsl.org>) with respect to the use of prohibited or declarable substances in the products it delivers.

This list does not release the SUPPLIER from the obligation to comply with all national and international legal provisions on hazardous substances and any prohibitive regulations thereunder.

The substances marked with “P” are generally prohibited and may not be added. The substances marked with “D” should be avoided to the extent possible or their use should be limited as much as possible and



they should be replaced with alternative substances in cooperation with Miba Battery Systems. They must be fully declared in suitable form.

If a specific product is to be delivered to a non-automotive customer and the order documents do not require compliance with the GADSL standards, this requirement shall not apply.



Effective Date of the Quality Assurance Agreement:

This Quality Assurance Agreement has been entered into by mutual agreement of the Supplier and Miba Battery Systems and is binding immediately.

For the SUPPLIER: Place: Date:.....
Signature:
(Name in block letters:)

For Miba Battery Systems: Place: XXXXXXXX, Date:
Signature:
(Name in block letters:) XXXXXXXXXXXXXXXX

14 Annex

14.1 Incoterms 2020

