Quality Assurance Agreement of INTRAVIS Gesellschaft für Lieferungen und Leistungen von bildgebenden und bildverarbeitenden Anlagen und Verfahren mbH

(as at 09.04.2025 | Version 1)

1. Preamble

This Quality Assurance Agreement (QAA) with suppliers is the binding definition of the technical and organisational framework conditions required for all deliveries and services to INTRAVIS GmbH in order to achieve the jointly pursued quality objective of zero defects. It describes the minimum requirements for the supplier's quality management system and the rights and obligations of both parties in order to ensure smooth and partnership-based cooperation.

2. Scope

The provisions of this QAA apply together with the regulations of the purchase orders / blanket orders (including the associated technical specifications) and the General Terms and Conditions of Purchase of INTRAVIS GmbH.

The QAA regulations apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the supplier shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement for consent applies in all cases, for example even if the supplier refers to its GTC in its order confirmation and we do not expressly object to this.

In the event of a substantive contradiction between the purchase orders / blanket orders (including the associated technical specifications) and/or the General Terms and Conditions of Purchase of INTRAVIS GmbH and this QAA, the following order of precedence shall apply: 1. Purchase order / blanket order (including the associated technical specifications) 2. This QAA 3. General Terms and Conditions of Purchase of INTRAVIS GmbH.

3. Responsibility of the supplier for the quality of its products and services

The supplier is responsible for the faultless execution of its products and services in accordance with the technical documentation agreed in writing. It must check the completeness and correctness of the documents and, if necessary, request further information from INTRAVIS GmbH.

The supplier's quality strategy must be geared towards continuous improvement of its processes and services. The goals are zero defects, 100% delivery reliability and the reduction of costs.

4. Quality management system

4.1 General

INTRAVIS GmbH is certified according to ISO 9001 and therefore strives to cooperate with suppliers who have installed a documented quality management system that meets the requirements of ISO 9001 in the current valid version or a comparable standard, or is based on it in terms of the minimum requirements.

4.2 Proof of the quality management system

If available, the supplier shall be responsible for sending the certificate to the responsible buyer at INTRAVIS GmbH and reporting updates immediately after the expiry period or upon withdrawal of the certificate.

If the supplier's quality management system is not certified, we would ask for a detailed description of the installed system, which shows how compliance with the product quality within the meaning of this Agreement is ensured.

4.3 Verification of the quality management system, process and product quality

In the event of quality defects or system weaknesses on the part of the supplier, INTRAVIS GmbH has the right to check compliance with its requirements on site. Depending on the circumstances, this check can be carried out as a technical discussion or quality discussion and will be arranged with the supplier in good time before the planned implementation.

The supplier shall allow INTRAVIS GmbH access to the areas concerned and to view the relevant documents.

5. Basic requirements and measures

5.1 General

In order to identify sources of error as early as possible, the supplier must initiate specific preventative measures before the start of production. Faults occurring during production must also be detected in a timely manner in order to be able to initiate appropriate immediate measures to eliminate them and permanent corrective measures to prevent them.

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5.2 Technical documentation

The product and quality characteristics to be observed are defined in the technical documentation, e.g. drawings, technical specifications and requirement specifications of INTRAVIS GmbH. The supplier always receives the latest technical documentation in print or data form from INTRAVIS GmbH.

The supplier is obliged to ensure that production and testing are carried out in accordance with these documents, which are available to the supplier and jointly agreed upon.

5.3 Planning and control

In order to manufacture products in such a way that they are delivered on time in the quality and quantity required by INTRAVIS GmbH, the work processes at the supplier must be optimally planned and controlled internally.

5.4 Testing and confirmation of manufacturability

Before confirming the order, the supplier must check whether secure production is possible in compliance with the requirements of INTRAVIS GmbH and taking into account its own or, if necessary, additional external production facilities. Should the supplier discover that it is unable to comply with certain requirements, it must consult with the relevant departments of INTRAVIS GmbH on the further procedure.

As confirmation of manufacturability, the order confirmation must be sent in text form to the contact person at INTRAVIS GmbH specified in the order. Deviations from this requirement can be regulated separately in writing in individual cases.

5.5 Test planning

The supplier is obliged to define the necessary monitoring and testing activities before the start of production.

5.6 Test equipment

The supplier is obliged to equip itself with test equipment to ensure that all contractually agreed quality characteristics can be tested. The test equipment must be regularly monitored and kept fit for use.

5.7 Measures taken by the supplier in the event of faults occurring in its production

If a fault in the product or a service to be provided is discovered during production, the supplier must immediately interrupt and correct the process. If several identical products are manufactured in succession, the supplier is obliged to inspect 100% of the products manufactured after the last inspection carried out with a positive result (last good part). If when limiting the quantity of defects, it is determined that faulty products may have already been delivered to INTRAVIS GmbH, the responsible buyer at INTRAVIS GmbH must be notified immediately and the further procedure clarified.

5.7.1 Deviation approvals

In the event of deviations from the product specification (drawings, technical specifications), the supplier must obtain a written deviation approval from INTRAVIS GmbH before delivery of the products. For this purpose, written consent must be obtained from INTRAVIS GmbH via the contact person specified on the purchase order.

The deviation approval issued by INTRAVIS GmbH must be attached to the delivery documents.

5.7.2 Measures in the event of discovery of faults in production after delivery

If faulty products are not discovered in production until a partial quantity has already been delivered to INTRAVIS GmbH, the supplier must interrupt its production and check or sort all products (at the supplier, on the way to INTRAVIS GmbH or already at INTRAVIS GmbH). All products that have already been delivered will be returned at the supplier's expense after prior agreement. The supplier must immediately deliver a fault-free replacement free of charge (possibly after sorting out the faulty products). Effective remedial measures must be initiated independently by the supplier.

5.8 Inspection of contractual products before delivery

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The supplier is obliged to check and document the conformity of the products that it is to deliver with the technical documentation, drawings, specifications, standards, legal regulations and other specified quality characteristics before dispatch in order to specifically monitor, evaluate and, if necessary, improve the effectiveness of its quality assurance measures.

5.9 Inspection of the delivered contractual products at INTRAVIS

Upon delivery of the contractual products, INTRAVIS GmbH shall check only whether they correspond to the quantity ordered and the type ordered, whether there is any externally visible transport damage or externally visible defects on the packaging. INTRAVIS GmbH reserves the right to carry out further inspections in individual cases. The supplier must align its quality management system and quality assurance measures with this reduced incoming goods inspection at INTRAVIS GmbH. INTRAVIS GmbH shall notify the supplier in writing of any obvious defects in the contractual products supplied in the form of a notice of defects within 3 working days as soon as they are discovered in the normal course of business. Hidden defects will be reported within 3 working days of becoming known. In this respect, the supplier waives the objection of the late notification of defects. As far as an acceptance has been agreed, there is no obligation to inspect.

5.10 Acceptance

If acceptance of the contractual product has been agreed between the supplier and INTRAVIS GmbH, this shall be decisive for the transfer of risk. In the case of an agreed acceptance, the statutory provisions of the law on contracts for work and services shall also apply accordingly, unless otherwise stated in the following provisions.

If the contractual products require acceptance in accordance with Section 640 of the German Civil Code (BGB) or acceptance is provided for in our purchase order or has been agreed between the contracting parties, the acceptance requires an explicit, written declaration by INTRAVIS GmbH. Prior use of the contractual product or full payment shall not be considered as acceptance within the meaning of Section 640 BGB. In this respect, the supplier waives the objection of the late notification of defects pursuant to Section 377 of the German Commercial Code (HGB).

If an agreed payment is made before acceptance of the contractual product, it is subject to proper delivery and correct pricing and calculation, regardless of whether it is a partial or complete payment.

If the inspection of the contractual product requires the commissioning of an entire plant at our customer's premises and therefore requires a longer inspection period, acceptance will only take place after the successful completion of the inspection of the entire plant.

The above provisions shall not affect the supplier's right pursuant to Section 640 para. 2 BGB to set us a reasonable deadline for acceptance after completion of the work.

5.11 Rework of products

In urgent cases, the buyer is entitled – after consultation with the seller – to remedy the defects itself or have them remedied by a third party or to procure a replacement in another way at the seller's expense. The same applies if the seller defaults on remedying the defect. The seller shall be liable for repair work to the same extent as for the original delivery item, i.e. including without limitation for transport, travel and labour costs. The limitation period for replacement deliveries shall begin at the earliest on the day of arrival of the replacement delivery.

5.12 Packaging and labelling

The supplier is responsible for protecting its products with suitable packaging. Upon delivery, the (re-)packaging and the products themselves must be labelled in accordance with the agreements made with INTRAVIS GmbH. The delivery note and packing units (outer packaging, individual packaging) must be marked with the following details as a minimum:

- Purchase order / order number
- Quantity and unit
- INTRAVIS part number, if applicable with revision status
- If relevant, a copy of the deviation approvals granted by INTRAVIS GmbH (in accordance with Section 5.7.1)

5.13 Compliance with delivery quantities and deadlines

The supplier is obliged to observe and monitor the agreed quantities and deadlines. If it realises that the quantity ordered cannot be delivered on the agreed date, the contact person at INTRAVIS GmbH specified in the purchase order must be informed immediately.

Delivery quantities deviating from the order quantity without agreement are not permitted; in the case of over-deliveries that have not been agreed upon, INTRAVIS GmbH reserves the right to refuse acceptance of the excess quantity delivered.

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5.14 Supplier evaluation

INTRAVIS GmbH conducts an annual supplier evaluation for all A suppliers (based on the annual purchase volume). The following criteria are evaluated based on data from our ERP system (Abas):

- Reliability in terms of delivery reliability (max. 100 points)
- Reliability with regard to quantity compliance (max. 100 points)
- Product quality / complaint rate (max. 200 points).

In addition, the responsible buyer shall assess the following criteria:

- Delivery time (max. 100 points)
- Terms of payment and delivery (max. 100 points)
- Service quality consisting of conduct in the event of complaints / goodwill and response time for enquiries, orders and complaints (max. 75 points each)

The evaluated suppliers will be informed of the result in writing by 31/03 of the following year. The total score results in the following actions:

Maximum achievable		750 points	Measures to be taken
A supplier	Fully approved	> 600 points	-
B supplier	Approved with special monitoring	≥ 400 points	Hold conversation if necessary
C supplier	Blocked	< 400 points	Agreement: should goods continue to be purchased from the supplier? Conduct a supplier audit if necessary

The supplier evaluation is an important decision-making criterion for INTRAVIS when awarding new contracts.

5.15 Code of Conduct

INTRAVIS GmbH has subscribed to the Code of Conduct of the VDMA and ZVEI (Association of Machine and Plant Manufacturers and Central Association of the Electrical Industry), which can be found here: ZVEI-VDMA Code of Conduct 01/2022 - EN

We expect our suppliers to adhere to the principles of this Code of Conduct or apply equivalent codes of conduct. We also encourage them to enforce the content of this Code of Conduct in their supply chains.

We reserve the right to review the application of this Code of Conduct by our suppliers systematically and on an ad hoc basis. This can take the form of questionnaires, assessments or audits, for example. If there are any remaining doubts regarding compliance with this Code of Conduct, the supplier is requested to take appropriate countermeasures and report the matter to the responsible contact in our company. If necessary, the cooperation will be terminated.

5.16 RoHS/REACH

The supplier undertakes to comply with all relevant statutory and legal environmental protection requirements, in particular the RoHS EC Directive 2011/65/EU and Regulation (EC) No. 1907/2006 (REACH). With regard to REACH, we refer to the supplier's obligation to provide information in accordance with Article 33 (1) of the REACH Regulation.

5.17 Change management

The supplier must ensure that any amendments it intends to make to the agreed scope of services or delivery (e.g. amendments to the technical state of construction, to the specifications, to the production processes and procedures, to the auxiliary and operating materials used or when using equivalent or substitute products) are verified by the supplier with regard to their possible effects before implementation.

In principle, all amendments are subject to approval by INTRAVIS GmbH if the product characteristics are changed as a result. This means that INTRAVIS GmbH must be informed of the proposed modification and written approval must be obtained from INTRAVIS GmbH before implementation. This procedure also applies to projects that are still in the development phase.

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5.18 Continuous improvement process

The supplier ensures through a continuous improvement process that the common goal of zero defects can be achieved. Furthermore, this process aims to prevent avoidable and repeat defects and optimise material costs.

6. General

6.1 Choice of law and jurisdiction

The law of the Federal Republic of Germany shall apply to this QAA and the contractual relationship between INTRAVIS GmbH and the supplier, to the exclusion of uniform international law, in particular the UN Convention on Contracts for the International Sale of Goods. If the seller is a merchant within the meaning of the HGB, a legal entity under public law or a special fund under public law, the exclusive – including international – place of jurisdiction for all disputes arising from the contractual relationship shall be our registered office in Aachen. The same applies if the seller is an entrepreneur within the meaning of Section 14 BGB. In all cases, INTRAVIS GmbH shall also be entitled to bring legal action at the place of performance of the delivery obligation in accordance with this QAA or a prior-ranking individual agreement or at the general place of jurisdiction of the supplier. Prior-ranking statutory provisions, in particular those relating to exclusive jurisdiction, remain unaffected.

6.2 Miscellaneous

Amendments and/or supplements to the QAA must be in written form. The written form requirement does not apply to individual contractual arrangements between the contracting parties to amend and/or supplement the QAA.

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