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|  | <b>General Quality Agreement</b> | <b>RL-CS-013b</b><br><b>applies from: 03.07.2024</b><br><b>Rev.: 09</b><br><b>page 1 of 30</b> |
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## Quality Assurance Agreement for Suppliers

between

**IMS Connector Systems GmbH**, Obere Hauptstr. 30, 79843 Löffingen,  
also acting on behalf of its subsidiary companies in accordance with **Annex 1**

(hereinafter referred to individually and collectively as "IMS CS")

and

Name: ,

Address: .

(hereinafter referred to as "Supplier")

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## **1. General Requirements**

### 1.1 Scope

This QAA applies to the provision of external processes, products and services to IMS CS locations worldwide.

The QAA is a controlled document within the meaning of IATF 16949. Translations into other languages are provided as a service and are intended for information purposes only. Only the German version is binding.

The requirements set out in this document apply in addition to all valid laws and official requirements, the general requirements of the automotive industry specified in ISO 9000 (latest version), IATF 16949 (latest version) and the relevant publications of the German Association of the Automotive Industry (VDA) and/or the AIAG as well as any additional customer-specific requirements of the OEMs, the stricter of which shall apply.

### 1.2 Business Language - DIN EN ISO 9001 / IATF 16949: Sec. 8.2.1

The business language is English.

### 1.3 Quality Management - DIN EN ISO 9001 / IATF 16949 Sec. 4.4 / 8.4.2.3

The condition for entering into a supply relationship with IMS CS is an effective quality management system set up in accordance with the latest version of the DIN EN ISO 9001 / IATF 16949 rules. The effectiveness of the QM system is reflected in:

- the continuous and verifiable improvement of processes, procedures and products
- the delivery quality
- the delivery reliability
- the effectiveness and speed with which corrective measures are carried out
- the communication at all levels
- the content-based and on-schedule processing of new projects and modification projects.

The joint aim is to achieve "zero defects" by way of this quality management system. The minimum requirement is evidence that the management system is certified under ISO 9001.

Suppliers who supply IMS CS with processes, products or services that have a direct measurable influence on the quality of the end product, should have certification under IATF 16949 or be seeking to obtain it.

IMS CS must be notified where a certificate is due to expire without plans for renewal at least six months prior to the expiry date. New certificates must be sent to IMS CS without the need for a request. Failure to comply may result in the Supplier being referred to the IMS CS escalation process.

Any withdrawal of a certificate must be reported to IMS CS without delay.

Certifications must be carried out by accredited certification companies.

IMS CS reserves the right to carry out audits and assessments, where appropriate, of the quality management systems, processes and/or products of its customers, following prior notice. The IMS CS - representative and - customer must be given access to all relevant areas but consideration must be had for the Supplier's legitimate need for confidentiality.

1.4 Statutory and Official Requirements - DIN EN ISO 9001 / IATF 16949 Sec. 4.4 / 8.4.2.2

The Supplier must ensure, in accordance with IATF requirements, that all externally provided processes, products and services comply with the relevant valid statutory and official requirements in the exporting and importing country and in the destination country designated by the Customer - insofar as the Supplier has been informed of them. This obligation must also be imposed along the supply chain.

1.5 Quality Targets - DIN EN ISO 9001 / IATF 16949: Sec. 6.2.1

Within the framework of quality planning, the Supplier's most important task is to develop a "zero-defect strategy" and take all necessary measures to achieve the quality target of "zero defects". The Supplier shall define internal and external quality targets in order to measure and evaluate the quality level achieved.

The following minimum requirements apply in this regard:

- determination of the internal and external complaint quotas, preferably according to the number of complaints and on a ppm-basis (parts per million)
- determination of the internal and external defect costs

Where appropriate, IMS CS shall agree individual quality targets jointly with the Supplier which must be documented in writing.

1.6 Environment

Effective environmental management that guarantees compliance with the relevant valid environmental regulations and ensures continuous and effective improvement of the Supplier's environmental situation, is an essential contribution to security of supply.

IMS CS is committed to protecting the environment.

IMS CS also therefore expects its suppliers to indicate their own commitment to environmental protection in the form of an implemented environmental management system.

Suppliers should operate environmental management which can be verified by way of certification under ISO 14001.

All deliveries must comply with the relevant valid laws and official regulations on environmental protection. Also applicable are the standards relating to the automotive industry such as IMDS, REACH, ELV and, where applicable, any customer-specific requirements communicated by IMS CS in the course of the project enquiry. On request, the Supplier shall demonstrate suitable recycling and disposal concepts for its products.

1.7 Sustainability

IMS CS provides processes, products and services in a sustainable manner. The Supplier shall comply with the IMS CS Code of Conduct, **Annex 2**, and pass it on to the rest of the supply chain.

1.8 Product Safety - DIN EN ISO 9001 / IATF 16949: Sec.4.4.1.2

The Supplier shall map documented processes for managing product-safety-related processes, products and services, pursuant to the requirements of IATF 16949.

### 1.9 Special Characteristics - DIN EN ISO 9001 / IATF 16949: Sec.8.2.3.1.2 / 8.3.3.3

Special characteristics (e.g. SC/CC) require particular attention because any divergence from characteristics that are defined as "special" may have a major effect on the product safety, lifetime, assembly capability, function or quality of the subsequent manufacturing operations as well as the statutory requirements.

They are established by the OEM (e.g. SC/CC) and must be clearly defined in the corresponding specifications and/or apparent from the Supplier's risk-analysis, e.g. product and/or process FMEA. All product and process characteristics are basically important and must be complied with by the Supplier. They must be identified by the Supplier and indicated in all relevant product and process documentation, such as e.g. drawings, FMEAs, risk analyses, work, testing and production control plans.

These characteristics must be especially considered and monitored in all relevant planning steps. For verification of critical characteristics (Section 1.10), the scope and storage period of the necessary documents must be defined according to a risk assessment taking account of IMS CS and/or OEM requirements.

Special characteristics are generally classified as follows:

- critical characteristics (characteristics requiring special verification) (e.g. CC)
- function/process-critical characteristics (e.g. SC)

IMS CS uses inter alia the following designations on the drawings:

Oblong (□): Minimum requirement for the Supplier's outgoing inspection. Verifications must be sent on request by IMS CS.

White diamond (◇): Verification of process capability must be provided. Verification of process capability for a similar product may be used on agreement with IMS CS.

Black diamond (◆): Verification of process capability must be provided. The measurement must also be monitored during mass production with SPC. Implementation is based on appropriate statistical methods (see also LQP specification).

### 1.10 Verification of Products with Critical Characteristics - (DIN EN ISO 9001 / IATF 16949: Sec. 8.2.3 / 7.5.3)

This refers to products whose characteristics have a significant influence on vehicle safety or compliance with statutory requirements and which can give rise to a product liability risk. Where IMS CS is responsible for design, these products and their characteristics are indicated by IMS CS in the technical documents and/or, where the Supplier is responsible for design, are determined by the Supplier as part of the design process. IMS CS requirements must be followed in this regard.

The Supplier undertakes to install a verification system for products with critical characteristics. The content of verification must correspond to the requirements of VDA Vol. 1 and must be designed such that, in the event of a claim, evidence of due care can be provided (exonerating evidence).

Unless otherwise agreed for a specific project, these characteristics must be verified by the evidence of process capability required under Section 2.15 (Evidence of Capability). In the event of failure to achieve this capability, corresponding measures must be taken to achieve it and until then, corresponding 100% inspections must be scheduled.

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Traceability must be set up in such a way as to guarantee that delivery data can be clearly attributed, right down to manufacturing/inspection lots and semi-finished material. A functioning derivation system must be guaranteed, right down to the sub-contractor. The documentation of this verification procedure for special characteristics must be submitted to IMS CS on request within 24 hours.

1.11 Subcontractor – Change of Subcontractor - DIN EN ISO 9001 / IATF 16949: Sec. 6.3/ 8.4.1

The Supplier is responsible for the product and process development of its subcontractors in accordance with the requirements set out in Sections 1.2/1.5-1.7. Where the Supplier commissions subcontractors, the latter must also comply with the relevant requirements of this documents (BSQR). Any change of subcontractor must be reported to IMS CS in advance (with sufficient notice) and requires the approval of IMS CS.

The Supplier shall implement a production-process and product approval (PPF/PPAP). IMS CS reserves the right to audit subcontractors, subject to prior notice, together with its customer where appropriate. This shall not however release the Supplier from its responsibility towards the subcontractor and IMS CS.

1.12 Feasibility Study - DIN EN ISO 9001 / IATF 16949: Sec. 8.2.3

Technical documents (e.g. drawings, specifications, environmental standards, recycling requirements, specification sheet, etc.) that are prepared by IMS CS must be analysed by the Supplier as part of its assessment. This assessment allows the Supplier the possibility to contribute its experience and suggestions for the benefit of both sides.

The feasibility study must be submitted to Purchasing on submission of the tender and is a condition for award of the contract.

On the basis thereof, the Supplier may be invited to a "Feasibility Review" by IMS CS, in which it will present the relevant processes, products, services, production facilities, tools and testing equipment planned for the scope of the tender.

All subcontractors planned for products and processes must also be taken into account and documented in the feasibility study.

1.13 Changes to a Product or Process - DIN EN ISO 9001 / IATF 16949: Sec. 6.3

Any changes to a product or process must be reported to IMS CS with adequate notice, but no less than 6 months in advance, and require approval by IMS CS. These changes must be documented by the Supplier in a product and process history.

## **§ 2 Planning**

### 2.1 Project Planning

IMS CS has set itself the task of including its suppliers in the quality planning for a new project at the earliest possible stage. As part of project management, IMS CS basically requires its suppliers to carry out systematic planning in accordance with AIAG APQP, unless IMS CS specifies a different procedure. This planning covers parts that are manufactured by the Supplier as well as purchased parts.

IMS CS must be notified of the persons responsible for the project.

At least all of the following planning steps must be carried out by the Supplier for the respective part and/or project. Response/communication of data in this regard shall take place by email.

The same applies in the case of any changes to the part or process. With regard to the Supplier's in-house or purchased parts (unfinished parts, external processing, sub-contractors), a status report must be prepared which summarises the individual evaluations and individually highlights critical items. Requirements which exceed the content of this QAA shall be agreed between IMS CS and the Supplier on a project-specific-basis.

#### 2.2 Project Status / APQP - DIN EN ISO 9001 / IATF 16949: Sec.8.3.4.1

Project progress reports are the basis for regular project assessment. These must be communicated to IMS CS by email. IMS CS also reserves the right to verify the progress of the project on-site at the Supplier's premises and/or those of the subcontractor (e.g. toolmaker, integrator, gauge shop etc.) possibly by carrying out process audits under VDA 6.3 (P2-P4).

#### 2.3 Planning Content - DIN EN ISO 9001 / IATF 16949: Sec. 8.1.-8.3

Content of project planning, based on the points specified in 8.1 - 8.3 IATF 16949, must include at least, but not exclusively, the following areas including (where applicable) the use of subcontractors:

- Technical planning
- Capacity planning
- Scheduling

#### 2.4 Scheduling - DIN EN ISO 9001 / IATF 16949: Sec. 8.1.-8.3

Based on the deadlines specified by IMS CS, the Supplier shall issue a project-based schedule, which also takes account of APQP elements, and submit it to IMS CS. This schedule must also indicate the deadlines for returning the specified forms (e.g. FMEA, PLP, MFÜ, production test-run (Run@Rate)).

#### 2.5 Planning and Procurement of Equipment and Operating Materials - DIN EN ISO 9001 / IATF 16949: Sec. 7.1.3

All equipment and operating materials for manufacturing components must be planned and procured such that they are available with sufficient capacity by no later than implementation of the production test run (Run@Rate) prior to the date of the initial sample inspection. In addition, all devices as well as internal and external means of transport must be taken into account.

The capability and/or suitability of operating materials must be verified by the Supplier.

Where there are several devices and/or multiple moulds, capability and/or suitability must be proven individually.

#### 2.6 Planning and Procurement of Test Equipment - DIN EN ISO 9001 / IATF 16949: Sec. 7.1.5 / 9.1

The Supplier shall establish the testing methodology and the corresponding test equipment for all criteria unless this is already specified e.g. by way of specific customer requirements or the requirements of IMS CS regarding defined special characteristics.

The procurement process must be planned in such a way that the necessary test equipment is available for the production test run (Run@Rate) and the suitability of the testing process is verified.

The duration of the production test run must be defined for each project.

Verification must comply with the requirements of the VDA Vol. 5 or AIAG MSA (Measurement System Analysis).

#### 2.7 Product Specification - (DIN EN ISO 9001 / IATF 16949: Sec. 8.3)

Suppliers with responsibility for development shall implement the customer requirements in all relevant product specifications (such as e.g. requirement specifications, drawings, internal standards

etc.). Dimensions that are not specified in 3D data models but are related to manufacture (e.g. connecting points, mould parting lines) must generally be determined and defined. In order to avoid processing and collision problems, these must be agreed with IMS CS.

#### 2.8 Process Flowchart - DIN EN ISO 9001 / IATF 16949: Sec. 8.1.1

The Supplier shall prepare a process flowchart for the entire process chain. This process flowchart must be presented for joint discussion prior to the start of mass production at the request of IMS CS. The process flowchart must correspond with the process FMEA and the production control plan.

#### 2.9 Product and Process FMEA - DIN EN ISO 9001 / IATF 16949: Sec. 8.2.3

The Failure Mode and Effect Analysis (FMEA) must be carried out in order to examine possible risks and assess them regarding significance, probability of occurrence and possibility of detection. Measures must be taken to minimise these risks. The FMEA is thus an important means of avoiding defects. The FMEA must be carried out so as to allow sufficient time for results and measures to be incorporated into the planning. At the same time, an FMEA must take account of all phases of the product lifecycle such as design, production, assembly, packaging, transport and use by the customer as well as recycling and disposal.

FMEAs must be prepared and/or updated, for example but not exclusively, in the following situations:

- development/production of new parts
- introduction of new manufacturing processes
- relocation
- drawing modifications
- change of processes
- lessons learned
- where defects occur

VDA Vol. 4 and/or AIAG FMEA describe the methodology in detail.

#### Product-(Design) FMEA

A product FMEA must be carried out for all components where the Supplier is responsible for design.

#### Process FMEA

A process FMEA must be carried out for all process steps of a component. In this regard, the results of the product FMEA and the special characteristics (SC/CC) must be given special consideration. In addition, an analysis of similar parts (risk of confusion) and a fault simulation must be incorporated.

#### Implementation of the Measures

Any risks exposed by an FMEA must be minimised using suitable measures.

To implement the measures, the deadlines and persons responsible must be designated in such a way that the measures are completed prior to the start of mass delivery. The measures introduced must be re-evaluated in light of the effectiveness check that is carried out. IMS CS must be notified forthwith of any necessary changes to the design or process.

#### 2.10 Development Planning / Development Approval (only for suppliers with responsibility for development) - (DIN EN ISO 9001 / IATF 16949: Sec. 8.3.4)



Suppliers with responsibility for development must prepare and implement a plan according to which the design (development results) is checked for its compliance with the design requirements.

This plan must inter alia provide information on the timing, nature and scope of validation and samples.

The difference between planning and implementation must be assessed.

Development approval must be confirmed by the Supplier in writing.

#### 2.11 Production Control Plan - DIN EN ISO 9001 / IATF 16949: Sec. 8.5.1

The production control plan is a planning tool for preventive process assurance. Preparation of the plan is carried out in a team by systematic analysis of production, assembly and testing processes. This team should be made up of employees from planning, production and quality assurance as well as other affected departments.

The production control plans must take account of the results of the product FMEA, process FMEA, experience from other processes and products as well as the application of improvement methods.

The production control plan must be provided for the pre-production and mass production stages of the product development process. Provision of the plan during the prototype phase is only necessary at the request of IMS CS. The production control plan must at least contain the elements for the "Production Control Plan" specified in the IATF 16949 (Annex A).

A detailed description of the procedure for preparing a production control plan is available in VDA Vol. 4 and in the AIAG APQP.

#### 2.12 Test Planning - DIN EN ISO 9001 / IATF 16949: Sec. 8.5.1

##### Preparing a Test Plan

Based on the production control plan, the Supplier shall prepare a test plan indicating all criteria to be tested together with the accompanying test equipment for each operation. Alternatively, these points may form part of the production control plan. The criteria must be classified according to their importance. In addition, the test sequence, the method of documenting the results and the reaction plan must be laid down in the test plan. Machine and process capability studies must be scheduled for special characteristics (SC/CC).

In addition to the outlay for implementation, planning must also take account of training employees and setting up workstations for statistical process control (SPC).

#### 2.13 Coordination of Production Monitoring - DIN EN ISO 9001 / IATF 16949: Sec. 8.5.1

All product and process characteristics are basically important and must be complied with. Test intervals and sample sizes must be established so that they can be verified at reasonable intervals. Special characteristics require verification of process capability. For this purpose, the Supplier must monitor these special characteristics using suitable methods, e.g. quality control charts (SPC).

If process capability cannot be verified, a 100% characteristic test must be carried out (if applicable) until verification is possible (see also Section 1.9).

Characteristics that cannot be measured, or can only be verified in a destructive manner, must be monitored and documented using suitable methods.

Test intervals and sample sizes must be established in this regard.

The planned production monitoring of special characteristics must be coordinated with IMS CS. For this purpose, the Supplier shall transmit the corresponding "Production Control Plan" to IMS CS in accordance with the schedule, (APQP) prior to initial sampling, and/or submit it to IMS CS for perusal.

**2.14 Capability Verification - DIN EN ISO 9001 / IATF 16949: Sec. 8.5.1 / 9.1.1.2 / 9.1**

Implementation of the machine capability study (MFU) and the process capability study (PFU) is regulated in the VDA Vol. 2, VDA Vol. 4 and the AIAG SPC document and must be carried out accordingly. Divergences must be agreed with IMS CS.

Minimum requirements for capability parameters:

- Machine / short-term capability (MFU) Cm/Cmk 2.0
- Provisional process capability (PFU) Pp/Ppk 1.67
- Process / long-term capability (PFU) Cp/Cpk 1.33

IMS CS will coordinate with the Supplier on diverging requirements (e.g. due to customer requirements).

**Machine capability study (MFU) / short term capability**

Machine capability studies must be planned so that all verifications are available by no later than the production test run (Run@Rate).

**Provisional process capability study (PFU)**

Evaluation of provisional PFU (PP/PPK) shall only be submitted when at least 25 samples each with 5 measurement values are available (125 measurement values), but no later than production / process approval (PPF/PPAP).

Diverging methods must be agreed with IMS CS.

**Process capability study (PFU) / long-term capability (CP/CPK)**

Long-term process capability shall be submitted to IMS CS on request as soon as it can be determined in accordance with the aforementioned requirements. In addition, the results of the PFU must be submitted on request.

Regular evaluation of the SPC records (automatic where possible) must take place as of the start of production at the latest.

**2.15 Process Control - DIN EN ISO 9001 / IATF 16949: Sec. 9.1**

In the case of adjustable characteristics, process control should be envisaged. With regard to special characteristics, a controlled and capable process must be maintained and documented by way of continuous, systematic evaluations of the test results in accordance with the rules of statistical process control (SPC).

In the case of test processes where the capability of accompanying production processes could not be verified and where test criteria are not adjustable, such as e.g. tool-specific characteristics, the tolerance applied by the Supplier must be reduced by the amount of measurement uncertainty. In the case of characteristics that are limited on both sides, measurement uncertainty must be deducted from both tolerance limits.

In the case of "Special Characteristics" that do not have process capability, the 100% test must also be documented by statistical methods.

**2.16 Planning Preventive Maintenance - DIN EN ISO 9001 / IATF 16949: Sec.8.5.1.5**

In order to ensure delivery capability, a system of preventive / anticipatory maintenance of production facilities must be developed.

A maintenance plan must be prepared containing the intervals and scope of maintenance. Consistent implementation must be documented in writing. (see also IATF 16949 6.1.2.3)  
In addition to establishing preventive / anticipatory maintenance intervals, an emergency strategy must be prepared for processes that have an influence on delivery capability. These are, for example, bottleneck machines and special tools.  
The "critical spare parts requirement" must be determined and stocks built up as part of emergency planning and/or faster access to these ensured in order to maintain supplies for delivery to the customer. In the case of access to external resources (e.g. maintenance by machine manufacturer or subcontractor) the corresponding contracts with these must be maintained regarding reaction and service times.

#### 2.17 Status of Subcontractors and Purchased Parts - DIN EN ISO 9001 / IATF 16949: Sec. 7.4

Where the Supplier commissions subcontractors, the relevant requirements of this QAA must be met. A list of the subcontractors deployed must be submitted on request.

##### Status of subcontractors

The quality capability of the subcontractors deployed on the project must be guaranteed. Where requirements are not met, development programs must be established. Implementation and validation must be guaranteed to IMS CS prior to implementation of the production test run (Run@Rate) but no later than production process and product approval.

##### Status of purchased parts

The status of quality planning must be examined regularly and IMS CS notified by email. Activities must be set up such that the production process approval and product approval, for purchased parts, is completed prior to production process approval and product approval (PPF/PPAP) for the entire product.

#### 2.18 Logistics - DIN EN ISO 9001 / IATF 16949: Sec. 8.5.4

IMS CS endeavours to avoid non-sustainable packaging and therefore calls for the Supplier to cooperate in order to achieve this goal.

Irrespective of whether such an agreement is actually concluded, however, the following minimum requirements apply unless expressly agreed otherwise.

##### Packaging planning

The Supplier is responsible for the packaging of its components. Packaging must be designed such that the product cannot be damaged or contaminated by external influences during transport. The type of packaging shall be agreed with IMS CS, on the Supplier's initiative, in good time prior to the start of mass production. Requirements of IMS CS regarding the carrier and the material shall be complied with.

##### Preservation

All products that could be detrimentally affected due to interaction with their environment must be suitably protected. The type of preservation (where required) shall be agreed with IMS CS, on the Supplier's initiative, in good time prior to the start of mass production.

#### Transport planning

To avoid damage during internal and external transport, suitable means of transport must be planned. The means of transport shall be documented in the work plans.

#### Parts control

To avoid any mixing of batches and to ensure traceability, unfinished parts, parts purchased from subcontractors and parts from in-house production must be processed and delivered according to the principle of "First In - First Out". The Supplier is obliged to give IMS CS a guarantee of traceability right through to its sub-suppliers. For this purpose, parts or their containers must be suitably labelled with the batch unit indicator and revision status. The revision status must also be indicated on the delivery note.

#### Cleanliness

The supplier shall ensure that all parts and packaging are clean and free from oil, grease or other contamination. Requirements in this regard, such as e.g. VDA Vol. 19 (transmitted on a project-specific basis where appropriate) can be agreed on a project-specific basis.

#### 2.19 Traceability - DIN EN ISO 9001 / IATF 16949: Sec. 8.5.2

The scope of traceability must be designed in consideration of the risks. IMS CS requirements on the design of traceability must be taken into consideration. The Supplier is responsible for continuous traceability based on the agreed scope and for a corresponding component / batch unit indicator up until the risk passes to IMS CS. On request (e.g. in case of a claim for damages) the Supplier must be in a position to provide IMS CS with traceability of its product data, primary material and, where appropriate, data on purchased parts, within one working day.

#### 2.20 Personnel - DIN EN ISO 9001 / IATF 16949: Sec. 7.1.2

##### Capacity

Personnel must be planned in good time for the production level of the present project. Planning must be arranged such that sufficient suitable, trained and instructed resources are available by no later than the production test run (Run@Rate).

##### Qualifications

When organising a new workplace, a change to the workplace or a change in the work to be carried out, and/or the specification or instructions relating thereto, every staff member must be trained with regard to the new situation. A corresponding verification must be provided.

On request by IMS CS, "Special Characteristics" (SC/CC) and additional characteristics defined by IMS CS must be documented at the prototype stage in the quantity ordered.

These characteristics are indicated in the drawing.

Additional follow-up requirements may be imposed as part of the order.

All special characteristics (Section 1.8 and 2.13-15) of 100% of the delivered parts (quantity to be rounded up where applicable) must be quantified and documented for every delivery lot.

In addition to the measurement values, the respective mean value and statistical spread must be indicated. On agreement with IMS CS, it is possible to derogate from this requirement under the following conditions:

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- Characteristics are tool-specific, production is on mass production machines for which machine capability values are already available for similar parts (material, dimensions and tolerances)
- Parts originate from mass production

Where these conditions are met, all characteristics must be quantified and documented for five parts in every delivery. Again, the respective mean value and statistical spread of the production run must also be indicated.

2.21 Pre-production - DIN EN ISO 9001 / IATF 16949: Sec.8.3.4.3

Pre-production deliveries may be made of the corresponding product depending on the technology ordered. This may take place at various stages depending on the project.

On initial delivery of pre-production parts and in case of changes (index/item number) a pre-production test report must be submitted. The initial sample form in VDA Vol. 2 and/or AIAG PPAP must be used for this. This report must verify all features of the drawings and/or scope of changes for at least one part. In case of divergences in the number of components to be verified and the required volume of documentation, IMS CS will specify this in the individual case.

Pre-production deliveries must also be designated as such.

In addition, every pre-production delivery must be provided with documentation regarding the special characteristics (Section 1.8 and 2.13-15) and the other agreed characteristics for 5 parts. Differing quantities must be specified by the IMS CS ordering plant.

2.22 Production Test Run (Run@Rate) - DIN EN ISO 9001 / IATF 16949: Sec.8.3.4.2

The Supplier must implement an (internal) production test run (Run@Rate) under production conditions, to verify the required output and quality capability of the process. IMS CS shall be provided with verification of this.

Following the Supplier's successful production test run, IMS CS reserves the right to carry out an (external) production test run (Run@Rate) at the Supplier's premises in order to verify the performance and quality capability.

2.23 External Support

In the event of repeated and/or constant disruption, caused by the Supplier, during the course of the project, product or process planning and or implementation work, IMS CS reserves the right to refer the Supplier to a supplier improvement scheme.

### **3. Process and Product Approval**

3.1 Product and Process FMEA - DIN EN ISO 9001 / IATF 16949: Sec.8.3.4.4

The Supplier must evaluate and document its approvals for the individual stages of the product and process development. The procedure for approving production processes and products is based on

either VDA Vol. 2 (PPF) or the production parts approval procedure (PPAP) of the Automotive Industry Action Group (AAIG).

IMS CS reserves the right to specify one of these two procedures or an equivalent procedure; a planning meeting will be held with the Supplier to discuss this after the contract has been awarded to the Supplier. All activities relating to process and quality planning must have been completed before the production process and product approval (PPF/PPAP) begins. The production process and product approval process (VDA Vol. 2 / AIAG PPAP) is carried out in accordance with Section 3.

IMS CS will, by prior arrangement, carry out process approval procedures (R@R) at the Supplier's premises if required.

The success of the production process and product approval procedure is one of the prerequisites for full payment of the project-specific tool costs and/or the costs of jigs and fixtures.

### 3.2 Initial Samples

Initial samples are products manufactured and tested under mass production conditions (machinery, systems, operating and testing equipment, machining conditions).

The test results for all criteria are to be documented in an initial sample report. The number of parts to be documented is to be agreed with IMS CS.

The initial samples are to be submitted to IMS CS on the agreed date together with the initial sample report and the documentation specified in the submission levels (Section 3.4). They must be clearly labelled as initial samples.

The consecutive numbering used in the initial sample test report to identify the criteria must match that on the stamped drawing.

Modules that are manufactured to an IMS CS design must be subjected to initial sampling, which includes the individual components, and the results presented to IMS CS.

For products manufactured to the Supplier's own designs, the Supplier must produce initial samples of the module and submit these to IMS CS.

Initial sampling must also be carried out for individual components and, where applicable, sub-modules. IMS CS must be permitted to inspect this documentation, if required.

If deviations from the IMS CS specification were not identified during the production process and product approval procedure, this does not release the Supplier from its obligation, and IMS CS retains the right to reject such deviations at a later date.

### 3.3 Reasons for Initial Sampling

The reasons for carrying out product and process approval are contained in VDA Vol. 2 'Trigger Matrix'.

Exceptions in terms of procedure and scope are permitted only by agreement with IMS CS e.g. in the following cases:

- Disruption to delivery/production lasting more than twelve months
- Mini-series, service parts, standard and catalogue parts

### 3.4 Submission Levels - DIN EN ISO 9001 / IATF 16949: Sec. 8.2.1

Submission level 2 (VDA PPF) or level 3 (AIAG PPAP) generally applies, unless IMS CS requests otherwise or other specifications have been agreed in writing.

### 3.5 Initial Sampling according to the 3D Data Model- DIN EN ISO 9001 / IATF 16949: Sec.8.3.4.2

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Measurements must be taken against the applicable 3D data model. The number of measuring points must be selected so that all geometries are reliably determined. Details of the measurement are to be agreed with IMS CS. The criteria determined and specified in Sections 1.8 and 2.13-15 must be documented with the initial sampling.

3.6 Material Data Recording- DIN EN ISO 9001 / IATF 16949: Sec. 8.2.1

Collection of the material data in the IMDS (International Material Data System www.mdsystem.de) is a requisite part of the production process and product approval procedure (PPF/PPAP).

The material data sheets (MDB) are to be sent to the IMS CS MDS address (ID: 21294 / IMS Connector Systems GmbH) on the date specified in the project schedule (APQP). If material data sheets (MDB) are not submitted as specified, a conditional initial sample approval or rejection will be issued.

3.7 Initial Sampling Documentation - DIN EN ISO 9001 / IATF 16949: Sec. 8.3.4.2

The initial sampling documentation in accordance with the requested submission levels (Section 3.4) is to be submitted at the same time as the initial samples.

3.8 Nonconforming Initial Samples - DIN EN ISO 9001 / IATF 16949: Sec.8.3.4.2

Documents, drawings and initial sampling parts may only be submitted once all specifications have been met. In the event of nonconformities, the Supplier must obtain written approval in advance. Initial samples with nonconformities for which no authorisation has been obtained will not be processed at IMS CS and/or will be rejected.

3.9 Retention of Reference Samples - DIN EN ISO 9001 / IATF 16949: Sec. 8.3.4.2

Reference samples (returned parts) from the initial sampling are to be retained by the Supplier, see Section 4.7. Divergences must be agreed with IMS CS.

3.10 Internal Approval for Mass Production - DIN EN ISO 9001 / IATF 16949: Sec. 8.3.4.2

Approval for the commencement of mass production can only be granted once all activities scheduled within the project have been successfully completed (including evidence relating to the tool and machinery approval processes, machine capability analysis, R@R, individual part PPAP).

This approval is to be documented, signed and dated by all individuals at the Supplier responsible for quality assurance, manufacturing and planning, and, if applicable, any other departments involved, and submitted to IMS CS upon request.

## **4 Mass Production Requirements**

4.1 Secure Production Start-Up

The Supplier must put measures in place to ensure a safe production start-up (e.g. special container labels, additional inspections and shorter inspection intervals) for a defined period which shall not be less than 90 days.

These measures must be communicated to IMS CS at the process planning stage (APQP).

IMS CS further reserves the right to have inspections carried out on components or processes with increased risk, new suppliers, new technologies and suppliers with potentially non-compliant logistics and inspection processes. In the event of repeated non-conformities, and no measurable

improvement, this may also result in the Supplier being referred to the supplier improvement programme.

#### 4.2 Production Approval (machinery approval) - DIN EN ISO 9001 / IATF 16949: Sec.8.5.1.3

Prior to commencement of production, all production and assembly workstations must be approved by the Supplier. The inspection must include, as a minimum, checking the existence and suitability of the following:

- Capability verification
- Error simulation carried out and documented (e.g. verification of automatic test systems)
- Complete and valid work documentation (e.g. workflow plans, production control plans, test plans)
- Operating materials
- Maintenance schedules
- Test equipment
- Means of transport
- Provision of materials with accompanying documentation that show the modification status of the component

An appropriate checklist will be used to carry out the inspection. The inspection must cover all operations in production and assembly. Any nonconformities identified must be documented. Persons responsible for carrying out remedial and improvement measures must be named, and completion dates specified.

The measures implemented are to be checked to ensure their effectiveness.

Approval for commencement of production can only be granted after all aspects have passed the inspection and must be documented.

#### 4.3 Certificate of Conformance (CoC)

If requested to do so by IMS CS, the Supplier shall enclose a signed CoC (Certificate of Conformance) with every shipment, confirming that the contract products meet the specification. The CoC must also contain the following information: IMS CS drawing number, revision index of the IMS CS drawing, Supplier's batch number, the quantity and the Supplier's delivery note number. Upon request, the test results and supporting documents must be appended to the CoC or sent electronically as an accompanying document.

#### 4.4 Continuous Improvement Process - DIN EN ISO 9001 / IATF 16949: Sec. 10.3

One of the most important tasks before the start of full production and during ongoing production is the development and implementation of measures that ensure continuous improvement of the processes.

The following aspects must be addressed:

- Improvement in process capability by reducing dispersion
- Increased productivity
- Centring of processes
- Reduction in test frequency
- Avoidance of remedial work and rejects
- Analysis of complaints



#### 4.5 Conformity Testing - DIN EN ISO 9001 / IATF 16949: Sec. 8.6.4

The Supplier carries out appropriate final inspections so that only goods that meet the agreed quality targets and the specification are shipped.

Without delay, upon receipt of the goods, IMS will check the shipping documentation to ensure that they match the quantity and the type ordered and will check whether there is any externally visible transport damage or any defects visible externally on the packaging. If IMS CS discovers damage or defects during this examination, IMS CS will report this to the Supplier without undue delay. If IMS CS subsequently discovers defects or damage, IMS CS will also report this to the Supplier without undue delay. The goods will be handled as STS (Ship-to-Stock) parts. In this regard, the Supplier waives its defence of late notification of defects.

Depending on the circumstances, it may not be possible to send every defective part to the Supplier for analysis.

#### 4.6 Processing of Complaints - DIN EN ISO 9001 / IATF 16949: Sec.10.2.1

Following any complaint by the IMS CS ordering plant, corrective action must be taken immediately and documented; upon request, evidence of such action must be promptly submitted to IMS CS in a structured form together with an "8D Report" in accordance with the system described in VDA Vol. 4. As part of the complaint process, the Supplier must show that it has supplied the goods in accordance with the requirements and specifications.

Cause analyses are to be carried out using appropriate problem-solving methods with detailed analyses (such as Ishikawa, 5W questions, error simulation).

- Immediate measures are, if required, to be reported to IMS CS in writing within no more than one working day.
- The Supplier must notify other affected IMS CS locations immediately.
- The Supplier must send IMS CS a full 8D Report within no more than five working days of receiving sample parts. If it is not possible for the Supplier to provide a full 8D Report within this period, it must inform IMS CS of this and send an in-depth interim report. The interim report must also specify a date by which the full 8D Report (or the next interim report) will be submitted. The interval between two interim reports must be no more than five working days.

IMS CS reserves the right to verify the Supplier's complaint handling process by means of 8D.

Components inspected on the basis of complaints, replacement deliveries from stock and transportation inventories that have been subjected to inspection due to a prior defect must, unless otherwise agreed, be specially labelled until evidence has been provided that the defect has been remedied and this has been validated.

The transport load carrier and each individual cargo-handling device must also be clearly labelled using this form. A form of labelling for the individual component is to be agreed in specific cases with the relevant IMS CS customer plant.

#### Complaints from End Customers- IATF 16949: Sec. 10.2.5 / 6

If complaints are received from end customers, the Supplier must carry out methodological analyses, particularly for components for which no defects have been discovered during the inspection process (NTF), see the following VDA standards:

- Joint Quality Management in the Supply Chain

- Marketing and Service – Field failure analysis

IMS CS or customer-specific warranty provisions agreed on a case-by-case basis with the Supplier take precedence over the provisions of this section.

#### Escalation

If the quality of the parts delivered is substandard, IMS CS reserves the right to take appropriate corrective action.

#### 4.7 Retention Periods - DIN EN ISO 9001 / IATF 16949: Sec. 7.5.3

For documents, records and reference samples, the following minimum retention periods apply:

- Quality-related documentation and records and results of tests and any samples: 11 years after manufacture.
- Automotive parts (marked as such with a car symbol on the drawing): 15 years from discontinuation of the product.

These periods do not replace any potentially longer statutory periods.

In view of the limitation periods for product liability claims, longer retention periods are recommended; these must be applied in individual cases and – in accordance with any conflicting customer requirements – on a project-specific basis (by prior agreement).

#### 4.8 Regualification Inspection- DIN EN ISO 9001 / IATF 16949: Sec. 8.6.2

The requalification process is to be planned by the Supplier and carried out and documented in accordance with customer specifications.

All products must, unless otherwise agreed with IMS CS, be subjected to a requalification inspection every three years.

By prior arrangement with IMS CS, where similar parts are to be supplied to IMS CS, requalification can be carried out per product group and/or results from current mass production inspections can be included, e.g.

- cyclical mass production approvals
- product audits (assemblies, modules, components, parts etc.)
- records of first and final item tests
- SPC analyses
- initial sampling
- goods inward inspection

Requalification is based on the valid customer specifications. A requalification test generally covers the following:

- Dimension
- Material
- Function

Other test criteria are to be agreed with IMS CS. The requalification inspection is to be planned and presented to IMS CS with the initial sampling or, where applicable, with customer-specific (OEM) checklists.

The requalification inspection must be shown in the production control plan.

The results must be documented and made available for evaluation at the request of IMS CS. The results can be documented on the initial sampling test report form.

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If test results are negative, IMS CS must be informed immediately. Immediate measures must be implemented. A risk assessment carried out by the Supplier must be communicated to IMS CS. A defect-cause analysis must be carried out and the corrective action determined on the basis of this analysis is to be implemented and assessed for effectiveness.

## 5. Other Requirements

### 5.1 Audit Planning - DIN EN ISO 9001 / IATF 16949: Sec. 9.2

The Supplier must draw up an audit plan that specifies the regular performance and the scope of internal product and process audits.

VDA Vol. 6 Part 5 and VDA Vol. 6 Part 3 or equivalent methods are to be used. Audits of subcontractors are to be included.

IMS CS reserves the right to carry out audits of the Supplier based on process or product (see Section 1.2).

### 5.2 Audits of Products with Critical Characteristics - DIN EN ISO 9001 / IATF 16949: Sec. 9.2

For deliveries of products for which verification is required (Section 1.8), the Supplier is obliged to carry out an internal process audit each year to check the effectiveness of the verification. One product or product group that is supplied to IMS CS is to be selected for the audit as a representative example.

All relevant requirements from VDA Vol. 1, DIN EN ISO 9001 / IATF 16949 must be taken into account, along with the customer-specific requirements and all product-specific requirements.

VDA checklist 6.3 or the Supplier's own equivalent checklist is to be used for auditing. The process audit must also include a product audit in accordance with VDA Vol. 6.5.

Customer-specific checklists may also have to be used. This is determined by agreement between IMS CS and the Supplier. The audit report is to be submitted to IMS CS on request. IMS CS also reserves the right to carry out audits at the Supplier in this respect.

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5.3 Nonconformity Approval - DIN EN ISO 9001 / IATF 16949: Sec. 8.7.1.1

In the event that parts do not conform to the specification, the approval of IMS CS must always be obtained prior to delivery.

All deliveries made on the basis of a nonconformity approval must bear additional labels on all load containers in accordance with the approved nonconformity approval.

5.4 Electronic Processing of Transactions - DIN EN ISO 9001 / IATF 16949: Sec. 8.2.1

The electronic processing of transactions between IMS CS and Supplier is a key aspect of the IMS CS strategy.

If requested by IMS CS, suppliers must switch to electronic processing of transactions.

5.5 Communication - DIN EN ISO 9001 / IATF 16949: Sec. 8.2.1

IMS CS requires suppliers to be available to provide technical support during meetings at customers' premises, at their own premises, or at IMS CS.

Supplier may only communicate with customers of IMS CS or other third parties in relation to IMS CS products, processes or systems by agreement with IMS CS. If applicable, a separate non-disclosure agreement will be drawn up.

5.6 Service Interface Agreement (for development suppliers only)

If required, IMS CS will provide project-specific clarification of the development-related tasks and responsibilities. Where applicable, this will be done on the basis of a "service interface agreement" created and agreed with the development supplier.

5.7 Customer-directed Procurement Sources - IATF 16949: Sec. 8.4.1.3

Where IMS CS is required to use customer-directed sources / suppliers, this QAA applies without qualification together with all other applicable documents and requirements in accordance with Section 8.4.1.3 of IATF 16949.

Alternatively, an interface agreement may be formed between IMS CS, the customer (if applicable) and the Supplier, in order to finely regulate the responsibilities in the various areas of relevance.

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## 6 Concluding Provisions

### 6.1 Duration and Termination of the Agreement

This Agreement comes into effect upon signature by both Parties and is concluded for an indefinite period. It may be terminated by either Party, subject to a six-month notice period to the end of the year. When this Agreement comes into effect, all previous quality assurance agreements cease to be valid.

The right to terminate without notice for good cause remains unaffected. Good cause exists where

- the other Party repeatedly breaches material provisions of this Agreement or of an individual order, so far as this breach has not been or cannot be rectified within 30 days of a request to do so;
- there is a material change in the ownership or management of the other Party or of an entity that controls the other Party, unless there is no prospect of this adversely affecting the interests of the other Party; in any event the other Party must be informed of changes without undue delay;
- the other Party is insolvent, or at risk of becoming insolvent, particularly if an insolvency or similar petition is filed.

Notice of termination must be given in writing by means of registered letter with acknowledgement of receipt.

### 6.2 Place of Jurisdiction

The place of jurisdiction is the registered office of IMS CS. IMS CS is however also entitled to sue the Supplier at the Supplier's registered office or at the courts in Freiburg in Breisgau, Germany.

Until such time as legal proceedings have been initiated, both Parties are entitled to take the matter to an arbitration court. All disputes arising in connection with this Agreement or in respect of its validity will be finally decided by the arbitration rules of the German Institution of Arbitration (DIS), to the exclusion of recourse to the ordinary courts. The venue for the arbitration proceedings is Freiburg in Breisgau. Three arbitrators will be appointed. The language of the arbitration proceedings is German.

### 6.3 Requirement of Writing

Amendments and additions to this Agreement must be made in writing. The same applies in respect of this provision. Any such amendments and additions require the signature of the responsible person in the Central Quality Management department of IMS CS in Sopron, Hungary. Otherwise fax, email or EDI are sufficient to satisfy the requirement of writing, unless explicitly stated otherwise.

### 6.4 Severability Clause

Where individual provisions of this Agreement are or become ineffective wholly or in part, this will not affect the effectiveness of the remaining provisions. The Parties will immediately seek to replace the ineffective provision with a new, effective provision whose commercial outcome most closely reflects that of the ineffective provision. The same applies if there are any omissions in the Agreement that require completion.

### 6.5 Other Applicable Documents/Annexes

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The documents listed below, and the standards and rules referred to elsewhere in this Agreement are an integral part of, and supplement, this Agreement. The order in which they are listed corresponds to the order of precedence in the event of conflict between them.

- Annex 1: List of IMS CS subsidiaries
- Annex 2: Code of Conduct
- Annex 3: General Purchasing Conditions of IMS CS
- Annex 4: RL-CS-06 Galvanisation Specifications
- Annex 5: RL-CS-07 LQP

General terms and conditions not specifically referred to in this Agreement, such as purchasing terms or conditions of sale, do not apply even if they are specifically referenced in the offer, order confirmation or similar documents.

The annexes can be accessed via the IMS CS website.

<https://www.imscs.com/en/support/download-center>. Annex 4 and 5 (RL-CS-06 and RL-CS-07) are technical specifications; compliance with these is essential. The version in force when the order is placed applies. The Supplier is obliged to ensure that it is in possession of the latest version of each annex and that orders placed are processed in accordance with these documents.

If the Parties agree on an amended version of the aforementioned documents during the period of this Agreement, this version will replace the older version and become part of the content of the Agreement.

#### 6.6 Insurance

The Supplier is obliged to take out employer's liability insurance with extended product liability cover. The insurance must also include cover for the costs of a product recall. The minimum cover per loss event per year is €10 million.

## 7. Abbreviations

Abbreviations have the following meanings, unless otherwise stated in the Agreement:

AIAG – Automotive Industry Action Group  
APQP – Advanced product quality planning  
CC – Critical characteristics  
CM/CMK – Maschinenfähigkeit / Machine capability  
CP/CPK – Langfristige Prozessfähigkeit / Process capability  
ELV – Altfahrzeugverordnung / End of Life Vehicles Directive  
FMEA – Failure Mode and Effects Analysis  
IATF – International Automotive Task Force  
ISO – International Organization for Standardization  
LQP - Lieferantenqualitätsplanung / Supplier Quality Planning  
OEM – Original Equipment Manufacturer  
PLP – Produktionslenkungsplan / Production Control Plan  
PP/PPK – Vorläufige Prozessfähigkeit / Primary Process Capability  
PPAP – Production Part Approval Process  
QM – Quality Management  
SC – Significant Characteristics  
VDA – German Association of the Automotive Industry

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**8 Other Applicable Standards and Rules**

- Standards  
 ISO 9001 - Quality management system requirements  
 ISO 14001 - Environmental management system requirements  
 OHSAS 18001 - Basis for Occupational Health and Safety Management Systems  
 ISO 50001 – Energy Management

IATF rules / [www.iatfglobaloversight.org](http://www.iatfglobaloversight.org)  
 IATF 16949 - Quality management system standard of the automotive industry

- AIAG rules [www.aiag.org](http://www.aiag.org)  
 AIAG - Automotive Industry Action Group  
 AIAG PPAP - Production part approval process  
 AIAG APQP - Advanced product quality planning  
 AIAG SPC - Statistical process control  
 AIAG MSA – Measurement system analysis  
 AIAG FMEA - Failure mode and effects analysis  
 AIAG CQI-9 - Evaluation of heat treatment processes

Löffingen, .....  
 Date Place Date

IMS Connector Systems GmbH Supplier  
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**Annex 1 - List of IMS CS subsidiaries:**

IMS CONNECTOR SYSTEMS GmbH, Obere Hauptstrasse 30  
D-79843 Löffingen, Germany

IMS CONNECTOR SYSTEMS Kft., Ipar Krt. 27.  
H-9400 Sopron, Hungary

IMS CONNECTOR SYSTEMS TOB., Mira, b/n  
90361 Csepa, Ukraine

IMS Connector Systems Ltd., No.35 Huoju Road, Suzhou New District,  
Suzhou 215009, China

IMS Connector Systems Inc., 4195 Valley Fair Street, Suite 206  
Simi Valley, CA 93063, USA

# IMS CONNECTOR SYSTEMS GROUP

## CODE OF CONDUCT (CoC)

### **1. Basic Understanding of Social Responsibility in Corporate Management**

A mutual, basic understanding of social responsibility in corporate management forms the basis of this CoC. This means the undersigned company assumes responsibility by bearing in mind the consequences of its business decisions and actions on economic, technological, social and environmental levels and brings about an appropriate balance of interests. The undersigned company voluntarily contributes to the well being and long-term development of a global society at every point it can at the locations where it is in business. It is geared towards universally held ethical values and principals, especially integrity, honesty and respect of human dignity.

### **2. Where the CoC applies**

2.1 This CoC is in effect for all of the undersigned company's branches and business units worldwide.

2.2 The undersigned company commits to promoting adherence to the content of this CoC at every point it can for its suppliers and in other parts of the value chain.

### **3. Core Values for Social Responsibility in Corporate Management**

The undersigned company will proactively work to ensure that the values mentioned below are put into practice and adhered to both now and in the future.

### 3.1 Adherence to Laws

The undersigned company will abide by the laws in effect and other legal requirements of the countries where it is in business. For countries that have a weak institutional framework, the company will carefully examine what good company practices from their home country should be applied to enable supportive, responsible company management.

### 3.2 Integrity and Organizational Governance

3.2.1 The undersigned company gears its activities towards universally held ethical values and principals, especially integrity, honesty, respect of human dignity, openness and non-discrimination based on religion, ideology, gender and ethnicity.

3.2.2 The undersigned company rejects corruption and bribery as stated in the relevant UN Convention<sup>2</sup>. It uses suitable means to promote transparency, trading with integrity, responsible leadership and company accountability.

3.2.3 The undersigned company pursues clean and recognized business practices and fair competition. In regards to competition, it focuses on professional behavior and high standards of quality for work. It fosters partnership and trusting interaction with the supervisory authorities. Additionally, it will hold to the parameters of the 'Guide for our Association Activity – Instructions for Compliance with Competition Law in the ZVEI'.

### 3.3 Consumer Interests

To the extent consumer interests are affected, the undersigned company abides by regulations that protect the consumer, as well as appropriate sales, marketing and information practices. Groups that are in special need of protection (e.g. protection of minors) will receive special attention.

### 3.4 Communication

The undersigned company will communicate in an open way and is oriented towards dialogue about the requirements of this CoC and about its implementation among employees, clients, suppliers and other stakeholders. Every document and all

information will be duly produced. They will not be unfairly changed or destroyed. They will be properly stored. Company secrets and partner's business information will be handled sensitively and will be kept in confidence.

### 3.5 Human Rights

The undersigned company is committed to promote human rights. It respects human rights stated in the Charter of the United Nations<sup>3</sup>, especially those named in the following:

#### 3.5.1 Privacy

Protection of Privacy.

#### 3.5.2 Health and Safety

Ensuring health and work safety, especially the guarantee of a safe and health-promoting work environment, avoiding accidents and injuries.

#### 3.5.3 Harassment

Employee protection against bodily punishment and against physical,

sexual, psychological or verbal harassment or abuse.

#### 3.5.4 Freedom of Expression

Protect and grant the right to freedom of opinion and expression.

### 3.6 Working Conditions

The undersigned company abides by the following core work standards from ILO<sup>4</sup>:

#### 3.6.1 Child Labor

The prohibition of child labor, i.e. the employment of persons younger than 15 years old, as long as the local legal requirements do not specify a higher age limit and as long as no exceptions are permitted.<sup>5</sup>

#### 3.6.2 Forced Labor

The prohibition of forced labor of any kind.<sup>6</sup>

### 3.6.3 Wage Compensation

Work standards concerning compensation, especially in regards to the level of compensation as stated in the laws and requirements that are in force.<sup>7</sup>

### 3.6.4 Employee Rights

Respecting the rights of the employee to freedom of association, freedom of assembly and collective bargaining, as long as this is legally permitted and possible in the respective country.<sup>8</sup>

### 3.6.5 Prohibition of Discrimination

Treatment of all employees in a non-discriminatory fashion.<sup>9</sup>

### 3.7 Hours of Work

The undersigned company abides by work standards concerning the longest permitted time of work.

### 3.8 Environmental Protection

The undersigned company fulfills the requirements and the standards for environmental protection that affect their operation. For additional responsibility with nature resources, it holds to the principles from the Rio Declaration.<sup>10</sup>

### 3.9 Civic Commitment

The undersigned company contributes to the social and economic development of the countries and regions where it is in business and promotes appropriate, volunteer activities by its employees.

### 3.10 Eviction

The undersigned company complies with the prohibition of unlawful eviction, unlawful taking of land, forests and waters in the acquisition, development or other use of land, forests and waters, the use of which secures the livelihood of another person.<sup>11</sup>

### 3.11 Deployment of security forces

The undersigned company complies with the prohibition of hiring or using

private or public security forces for the protection of the company's project if, due to a lack of instruction or control on the part of the company, the use of the security forces causes injury to life or limb or impairs the freedom of association and freedom of association.<sup>12</sup>

### 3.12 Waste Handling

The undersigned company complies with the prohibition of non-environmentally sound handling of waste and the prohibition of export and import of hazardous waste.<sup>13</sup>

Contractual partners will be informed about the basic measures upon request and within the scope of a reciprocal cooperation, so that it becomes observable how keeping these measures is fundamentally guaranteed.

No right exists to disseminate operational or business secrets related to competition or any other information that is in need of protection.

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(location, date)

(signature)

## 4. Implementation and Application

The undersigned company will make every appropriate and reasonable effort to implement and to apply the principles and values described in this CoC both now and in the future.

2 UN Convention against corruption in 2003, in force since 2005.

3 General explanation of human rights, UN Resolution 217 A (III) from 1948

4 ILO = International Labour Organization

5 ILO Convention No. 138 from 1973 and ILO Convention No. 182 from 1999

6 ILO Convention No. 29 from 1930 and ILO Convention No. 105 from 1957

7 ILO Convention No. 100 from 1951

8 ILO Convention No. 87 from 1948 and ILO Convention No. 98 from 1949

9 ILO Convention No. 111 from 1958

10 The 27 principles from the "Rio Declaration on Environment and Development" from 1992 as the result from the UN Conference on Environment and Development in Rio de Janeiro

11 Law on Corporate Due Diligence in Supply Chains (LkSG) §2, (2), 10.

12 Law on Corporate Due Diligence in Supply Chains (LkSG) §2, (2), 11.

13 Law on Corporate Due Diligence in Supply Chains LkSG) §2, (3), 5.-8.