



# Supplier Guidelines

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for External Suppliers of the BURGER GROUP



# Table of Contents

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Preamble .....	4
Section 1, General Requirements.....	5
1.0 Scope of Applicability, Subject Matter of the Contract.....	5
1.1 Quality Management System .....	5
1.2 Auditing of Suppliers and Subcontractors.....	6
1.3 Quality Goals .....	6
1.4 Business Language.....	6
1.5 Continuous Improvement Process .....	6
1.6 Complaints Processing.....	6
1.7 Complaints from the Field .....	8
1.8 Escalation Model – Supplier .....	8
1.9 Subcontractors – Changing Subcontractors .....	8
Section 2, Project Planning and Implementation.....	9
2.1 Project Planning.....	9
2.1.1 Manufacturability Analysis.....	9
2.1.2 Scheduling .....	9
2.1.3 Project Evaluation .....	9
2.1.4 Project Approval.....	10
2.1.5 Prototype Fabrication.....	10
2.2 Implementation.....	10
2.2.1 Special Characteristics and Verification Management.....	10
2.2.2 Special Characteristics and Risk Assessment.....	11
2.2.3 Capability Indices.....	12
2.2.4 Product and Process Changes .....	13
Section 3, Process and Product Approval.....	14
3.1 Process and Product Approval .....	14
3.2 First Article Samples .....	14
3.3 First Article Documentation .....	14
3.4 Reasons for the Submission of First Article Samples .....	15
3.5 First Article Samples in Accordance with Drawings .....	15
3.6 Material Data Acquisition.....	15
3.7 Adherence to the Principles of Material Compliance .....	15

Section 4, Additional Requirements.....	17
4.1 Retention Periods for Quality-Related Documents and Records.....	17
4.2 Inspections .....	17
4.3 Process Approval .....	17
4.4 Process Audits .....	18
4.5 Quality Assurance Matrix (QAM) .....	18
4.6 Deviation Approvals .....	18
4.7 Requalification Inspection.....	18
4.8 Contingency Planning.....	18
4.9 Contact Persons.....	18
4.9.1 Product Safety Officer .....	19
4.10 Sustainability Principles.....	19
Section 5, Liability.....	20
Section 6, Bibliography.....	20
Section 7, Change History .....	21

# Preamble

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Our reputation and positioning on the world market are determined to a decisive extent by the quality of our products.

The quality of goods and services provided by our suppliers has a direct influence on our products. As our partners, our external suppliers are responsible for the quality of their own products.

Their business values have a significant influence on the implementation of sustainability throughout the entire supply chain.

These guidelines are intended to contribute to the implementation of a common quality and environmental strategy on the basis of the standards specified in section 1.1, in order to ensure smooth workflows between our suppliers and the BURGER Group of Companies (hereinafter referred to as “the BURGER GROUP”). However, they do not constitute any restriction of these standards.

# Section 1, General Requirements

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## 1.0 Scope of Applicability, Subject Matter of the Contract

These guidelines apply to all products in the prototype, pre-series and series production phases, as well as to development and other services provided by the supplier on the basis of orders received and accepted by the supplier during the term of these Supplier Guidelines. Compliance with legal and official regulations is a prerequisite. [The Supplier Guidelines in their currently approved revision level are valid for all companies of the BURGER GROUP. In the event of specific customer requirements, these must be agreed upon separately as required \(e.g. in APQP coordination meetings in accordance with VDA volume 2\).](#) Only the German version of the Supplier Guidelines is binding.

[Signed versions of the Supplier Guidelines as of revision level 4 dated September 2021 retain their validity. In accordance with the BURGER GROUP's customer-specific requirements and requirements within the supply chain, agreements must be renewed in the event of requalification or significant changes to requirements. The current version of the guidelines can be accessed at any time from the download area of the BURGER GROUP's website.](#)

## 1.1 Quality Management System

An effective quality management system in accordance with IATF 16949: (latest version) must be strived for, and as a minimum requirement, a system that fulfils all substantive requirements of the ISO 9001: standard (latest version) is a prerequisite for a supplier relationship with the BURGER GROUP. The mutual goal of zero defects must be striven for by means of this quality management system. Furthermore, the supplier's management system must include all currently valid requirements for compliance management, in which the principles of sustainability within the supply chain are implemented (anti-corruption policy, data security, legal and regulatory requirements of the countries of origin and destination – if known by the customer).

The BURGER GROUP reserves the right to audit the quality management system, the procedures and the products as well as the processes of the external supplier, or to have them audited by third parties.

If the issuance of recertification is delayed, the supplier must inform the BURGER GROUP before expiration of the valid certification and indicate the date on which recertification will be issued. Subsequently, the supplier must submit the certification authority's confirmation of successful recertification within 14 working days of receipt, without being requested to do so. The supplier must inform the BURGER GROUP immediately in the event that his certificates are revoked.

For external suppliers within the context of the automotive division, IATF 16949 requirements apply, taking the respective scope of applicability into account. All necessary steps for the development of the quality management system in accordance with IATF section 8.4.2.3 are communicated to the supplier as a development goal on the basis of a risk assessment.

The requirements set forth in IATF 16949 section 8.4 ff are applicable to automotive-specific, product-related software or products with integrated software. All requirements set forth in section 8.4 of DIN EN ISO 9001 or IATF 16949, with the exception of supplier nomination, shall apply to sources of supply (directed parts) specified by the customer.

## 1.2 Auditing of Suppliers and Subcontractors

The BURGER GROUP is entitled to conduct audits at the supplier's premises at any time, and in particular if problems with quality or delivery schedules arise. These audits are only conducted and evaluated after prior notification and in consultation with the supplier. The supplier grants the BURGER GROUP and its customers access to all production facilities, test stations, warehouses and adjacent areas, as well as access to quality-relevant documents. The BURGER GROUP accepts reasonable restrictions imposed by the supplier in order to protect his trade secrets.

The BURGER GROUP and the customers of the BURGER GROUP are also entitled to audit the suppliers and subcontractors of the supplier.

## 1.3 Quality Goals

The supplier shall define internal and external quality goals in order to measure and evaluate achieved levels of quality. The following minimum requirements apply within this context:

- Determination of internal and external error rates, preferably on a ppm basis (parts per million)
- Determination of internal and external error costs and error quantities
- Determination of delivery performance (quantities and on-time delivery)

The BURGER GROUP shall agree upon project-related quality targets for defined products and characteristics together with the suppliers, as well as expectations for measures to be implemented in the event of failure to achieve established goals.

Active suppliers of the BURGER GROUP receive a supplier evaluation periodically. Currently valid [evaluation criteria](#) can be found on the website of the BURGER GROUP.

Criteria for the evaluation of non-production-related services are defined by the responsible persons in the procurement department of the BURGER GROUP location together with the respective departments on the basis of reproducible evaluation schemes.

[Suppliers with a B or C rating are required to specify measures in writing for the optimisation of performance within six weeks after the evaluation has been issued.](#)

## 1.4 Business Language

The business language is German or the national language of the ordering plant, or alternatively English.

## 1.5 Continuous Improvement Process

One of the most important tasks before launching series production, as well as during ongoing series production, is the development and implementation of measures that lead to continuous improvement of the respective processes.

## 1.6 Complaints Processing

After each complaint issued by the BURGER GROUP, corrective measures must be implemented immediately, documented and submitted to the BURGER GROUP on time in the structured form of an "8D report" (BURGER GROUP template).

Root cause analyses must always be conducted using appropriate problem-solving methods. If requested by the BURGER GROUP, additional, more detailed analyses (e.g. the Ishikawa 5 Whys, fault simulations, process analyses etc.) must also be submitted.

Immediate measures in the form of a 3D report must be communicated in writing to the BURGER GROUP within one working day, unless otherwise requested. The fully completed 8D report must be sent to the BURGER GROUP no later than after 10 working days (14 calendar days). If the above-specified deadlines cannot be complied with, the BURGER GROUP expects to be contacted in due time in order to clarify the subsequent course of action.

The quality of the submitted 8D report is assessed and, if necessary, rectification is requested. The evaluation criteria are communicated to the respective supplier along with the notice of complaint.

Other affected plants of the BURGER GROUP must be informed immediately by the supplier if they also receive the same parts or groups of parts. In terms of content, the above mentioned reports must be broken down into occurrence and non-detection of the error. The risk assessments must be updated and the respective results incorporated. The BURGER GROUP reserves the right to verify the processing of complaints on site.

Follow-up deliveries from inventory and circulating stock after a previous complaint, which have been subjected to 100% inspection due to a previous defect must, unless otherwise agreed, be labelled "goods inspected after complaint" until the defect has been demonstrably rectified (notice of complaint). At least the first delivery from new production must be subjected to this procedure and the inspection data must be included with the shipment. The transport load carriers and each individual piece of transport material must also be clearly labelled with this form.

Any required type of marking on the individual part must be agreed upon with the purchasing plant of the BURGER GROUP.

The supplier is liable in accordance with applicable legal regulations for all damages incurred by the BURGER GROUP due to deficient performance, in particular the delivery of defective products. All direct and indirect damages incurred by the BURGER GROUP and the affected customers of the BURGER GROUP are registered.

Each complaint caused by the supplier results in costs for the BURGER GROUP, which will be invoiced to the supplier after prior notification.

If the supplier is not willing or able to provide supplementary performance quickly enough to prevent the BURGER GROUP plant from suffering any disadvantages (in particular production stoppage), the BURGER GROUP is entitled to rework the required parts itself or have them reworked by third parties or, if this is not possible or only possible at disproportionate expense, to manufacture new parts.

The supplier must bear the resultant additional costs and reimburse the BURGER GROUP for them.

If the BURGER GROUP incurs costs due to inadequate fulfilment of the object of the contract, in particular costs for transport, travel, labour, materials or for incoming goods inspection which exceeds the usual scope, these costs must be borne by the supplier.

The statute of limitations for material defect claims is 36 months after transfer of risk.

The supplier guarantees that no rights of third parties are infringed upon in connection with his deliveries. If claims are made against the BURGER GROUP by a third party for this reason, the supplier is required to indemnify us against these claims upon initial written request; we are not entitled to make any agreements with such third party – without the consent of the supplier – in particular to conclude a settlement. This indemnity obligation applies to all expenses necessarily incurred by us from or in connection with a claim lodged by a third party.

## 1.7 Complaints from the Field

In the case of complaints from the field, methodical analyses must be carried out by the supplier, in particular for components for which no defect was discovered during the analysis process (see current edition of VDA volume entitled “Joint Quality Management in the Supply Chain – Marketing and Service – Defective Part Analysis in the Field”).

The supplier is required to support any NTF process (no trouble found) initiated by the BURGER GROUP. Trigger criteria are defined on a product or project-specific basis upon completion of advance project and quality planning. In the case of safety-relevant characteristics, the NTF process must be initiated insofar as a load test will be carried out in consultation with the customer if no logical cause can be ascertained.

The software and diagnostic functions of electronic components must be taken into consideration for the NTF process.

## 1.8 Escalation Model – Supplier

The BURGER GROUP reserves the right to initiate measures in accordance with the escalation model if:

- The supplier does not adequately implement complaints management
- The supplier fails to meet or does not comply with target agreements
- The scope delivered by the supplier causes customer escalations at companies of the BURGER GROUP

The escalation levels are set forth in the BURGER GROUP’s “Supplier Management Escalation Levels”.

## 1.9 Subcontractors – Changing Subcontractors

The supplier is responsible for developing his subcontractors in accordance with the requirements set forth in section 1.1. If the supplier awards contracts to subcontractors, it must be ensured that the requirements specified in these guidelines are fulfilled by the subcontractors as well.

Changing any subcontractors is subject to notification to and approval by the BURGER GROUP.

Required first article sampling effort must be agreed upon. Production process and product approvals must be conducted. The BURGER GROUP reserves the right to audit subcontractors as well, but this does not release the supplier from his responsibility vis-à-vis the BURGER GROUP.

## Section 2, Project Planning and Implementation

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### 2.1 Project Planning

In order to fulfil the quality requirements of our customers, comprehensive maturity level assurance (milestones) is required for all processes within the supply chain. Systematic, order-related planning, which includes the manufacturability test / risk assessment, must therefore constitute a primary constituent of the QM processes. In order to ensure product quality and on-time delivery for all new or modified products/processes, project planning must be carried out within the framework of project management.

The BURGER GROUP requires systematic planning from suppliers as part of project management, the contents of which are to be defined and documented during the course of an APQP coordination meeting.

Project progress (or the APQP status report) must be submitted in consultation with the BURGER GROUP.

This planning covers the products delivered by the supplier as well as services (e.g. software, product finishing), including any subcontractors that need to be taken into consideration.

All technical documents required for the support of series development such as specifications, drawings, bills of materials, CAD data and traceability requirements must be checked by the supplier upon receipt to ensure that they are complete and free of contradictions for their intended use. The BURGER GROUP must be informed in writing of any deficiencies identified during this procedure.

The BURGER GROUP must ensure that the relevant specifications, drawings, bills of materials and CAD data are made available to the supplier in good time, in full and contradiction-free.

#### 2.1.1 Manufacturability Analysis

The manufacturability analysis must be submitted upon request along with the quotation.

Feedback is provided by means of the “manufacturability declaration” form.

In the case of development projects, the parties to the contract must implement appropriate preventive project and quality planning methods during the development phase such as manufacturability analysis, fault tree analysis, reliability calculation, FMEA, SPICE principles etc.

Experience gained from similar projects (process flows, process data, capability studies etc.) must be taken into account.

#### 2.1.2 Scheduling

The BURGER GROUP informs the supplier of project-related deadlines/milestones.

On this basis, the supplier draws up a detailed schedule, e.g. an APQP status report or a comparable document containing all of the necessary activities, and coordinates this with the BURGER GROUP at an early stage.

#### 2.1.3 Project Evaluation

Project progress reports are the basis for regular project evaluation and must be submitted to the BURGER GROUP. Critical paths with regard to deadlines and technology must be identified in the

reports. The BURGER GROUP reserves the right to review project progress. The BURGER GROUP must be informed immediately in the event of any deviation from the agreed upon schedule.

#### 2.1.4 Project Approval

Approval for launching production may only be issued after a favourable review of all activities planned within the scope of the project.

This approval must be documented by the supplier – with date and signature – by all responsible persons from quality assurance, production and planning, as well as from other involved areas if applicable.

The results of the product/process approval are to be classified as “suitable for series production” (internal) and “suitable for customer use” (external), and provided in a first article inspection report to the agreed upon extent.

#### 2.1.5 Prototype Fabrication

A prototype test report with production planning and control plan (including jointly agreed upon content) must be presented for prototype parts with each delivery and in the event of changes (index or reference number).

Manufacturing and test conditions for prototypes and pre-series parts must be agreed upon and documented jointly by the BURGER GROUP and the supplier. The goal is to produce such parts under conditions close to series production.

## 2.2 Implementation

### 2.2.1 Special Characteristics and Verification Management

Applicability pertains to products whose characteristics have a significant influence on:

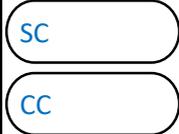
- Product safety (SC S)
- Compliance with legal requirements (SC C)
- Function (SC F)

Under consideration of product integrity, any risk has to be taken into account with corresponding due diligence during the development and production processes and subsequently verified.

Some of the safety-relevant (SC S) and certification-relevant characteristics (SC C) are identified in the technical and purchase order documents by the ordering location of the BURGER GROUP. In principle, it is the supplier’s responsibility to devise safety-relevant, regulatory and legal characteristics and to inform the customer about them.

The supplier undertakes to proceed with special verification management as regards the handling of products and characteristics. Traceability must be organised such that clear-cut tracking is ensured – from delivery data right on up to production and inspection lots. A functioning traceability system must be ensured, all the way down to the subcontractor level.

The following overview demonstrates the distinctions between special characteristics, test characteristics and other characteristics:

	<b>Special Characteristics (documentation required, SC S, SC C)</b>	<b>Test Characteristics</b>	<b>Other Characteristics</b>
Description	Important characteristics from the point of view of the (final) product (safety, law, function)	Important characteristics from the company's point of view (process risks)	Specified in the drawing but without functional impairment in case of deviation
Verification vis-à-vis third parties	Mandatory	Not mandatory, dependent upon risk assessment	Not necessary
Archiving obligation	SC S, SC C = 15 years SC F = 3 years as of the date of placing on the market	In accordance with QMS requirements	Not required
Information flow within the supply chain	Per VDA volume: – Product Integrity –	Required in case of customer risk	Not necessary
Monitoring and documentation in production	Mandatory	Not mandatory, dependent upon risk assessment	Not mandatory, dependent upon risk assessment
Traceability	Mandatory	Not mandatory	Not necessary
Drawing			

**Definition:**

**Significant Characteristic:** SCs are product or process characteristics which influence functionality but do not affect any of the product's or process's legal requirements or safety functions.

**Critical Characteristic:** CCs are product or process characteristics which influence the product's or process's legal requirements or safety functions.

**2.2.2 Special Characteristics and Risk Assessment**

**2.2.2.1 Definition and Meaning of the Characteristics**

The special characteristics defined in the specifications must be entered to the corresponding documents (e.g. manufacturability analysis, drawing, PPAP, FMEA, production planning and control

plan, test specifications, certificates etc.) within the scope of project processing. It must be specified how compliance with the special characteristics will be verified. Monitoring and traceability of products with special characteristics must be defined.

### 2.2.3 Capability Indices

Determination of the characteristic capability indices can be taken from the respectively valid editions of the VDA technical publications (Quality Assurance Before Series Production).

During the course of the process, and depending on development risk, the supplier must verify machine capability as well as preliminary and/or long-term process capability with regard to the special characteristics and apply appropriate statistical methods.

If agreements have been entered into with customers of the BURGER GROUP regarding other target values for process capability, these will be agreed upon on a product or project-specific basis and shall be deemed valid.

Capability examinations must be prepared or supplemented and included with each first article inspection. The capability of test processes must fulfil the requirements of the respectively valid edition of MSA (AIAG) or VDA 5 regulations.

The following table serves as a guideline for determining appropriate sample sizes depending on the number of units under consideration and is the basis for coordination during the development phase (APQP):

	Machine Capability	Preliminary Process Capability	Long-Term Process Capability
Number of random samples n	1	20	Example: 1000 parts, 20 production days or subject of APQP coordination
Scope of random samples m	50	5	5
Number of units considered	< 25, no statistical Cmk verification required, 100% testing	< 100, no statistical Ppk verification required, 100% testing	> 100, all statistical verifications required (Cmk, Ppk, Cpk).
Capability index (SC S, C)	Cmk ≥ 2.0	Ppk ≥ 2.0	Cpk ≥ 1.67
Capability index (SC F)	Cmk ≥ 1.67	Ppk ≥ 1.67	Cpk ≥ 1.33
Product phase	Start PV phase	Zero series	SOP or SOP + 3 months

#### 2.2.4 Product and Process Changes

Changes to products and processes must be announced and approved at an early stage, and must also be documented in a product history.

Changes must be evaluated by the supplier and validated using the trigger matrix in accordance with VDA volume 2 (see section 3).

## Section 3, Process and Product Approval

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### 3.1 Process and Product Approval

Suppliers of products with integrated software, or software that has a significant impact on the quality of the product at the customer's site (e.g. test software), must implement and verify a quality assurance process for the development and production of the software. The results of the self-assessment, which is conducted, documented and submitted by the supplier upon request, are regarded as verification (in accordance with the requirements set forth in IATF 16949 – 8.4.2.3.1 / VDA Automotive SPICE, CMMI).

Process and product approval is issued in accordance with the production process and product approval procedure of VDA volume 2 in its currently valid edition, or in accordance with the production parts acceptance procedure PPAP of the AIAG.

Delivery of series production parts may only take place after process and product approval by the BURGER GROUP. Amongst other things, the process and product approval includes:

- First article approval of the products and processes
- Approval of quality planning
- Verifications in accordance with the agreed upon scope

### 3.2 First Article Samples

First article samples are products which have been manufactured and tested under series conditions (machines, systems, operating and test equipment, processing conditions) in accordance with the order specifications, the currently valid drawing and all applicable documents. Test results for all characteristics defined in the design and specification documents must be documented in a first article test report.

The number of parts to be documented is stipulated by the BURGER GROUP.

The first article samples must be delivered to the BURGER GROUP together with the documents specified in the purchase order in accordance with the respectively valid edition of VDA volume 2 or AIAG PPAP by the agreed upon date. Clear identification as first article samples and indication of the production location are required. Corresponding numbers in the first article test report and in the drawing to be supplied with the report must be used for the identification of the respective characteristics. Assemblies which have been manufactured according to a BURGER GROUP or customer design, including the individual parts, must be subjected to first article inspection and presented to the BURGER GROUP. For products of the supplier's own design, the supplier must subject the assembly and its individual components to first article inspection and present them to the BURGER GROUP. Deviations from the specifications which were not identified during the process and product approval procedure entitle the BURGER GROUP to reject them at a later point in time. Reference samples from first article sampling must be retained by the supplier. Retention period durations must be agreed upon with the BURGER GROUP.

### 3.3 First Article Documentation

First article documentation must be submitted along with the first article samples. If first article documentation is missing or submitted with delay, this results in a negative supplier rating. First article

samples without first article documentation cannot be processed and will result in rejection. In the event of deviations, the supplier must obtain prior written approval from the BURGER GROUP by means of a design deviation request, and attach the approval to the submission. First article samples with deviations, for which no deviation approval has been issued, will not be processed by the BURGER GROUP.

### 3.4 Reasons for the Submission of First Article Samples

In accordance with the aforementioned standards and regulations, and on the basis of the latest edition of VDA volume 2, first article samples are required:

- When a product is ordered for the first time (noted in the order)
- When the supplier changes subcontractors
- After a product change – for all affected characteristics
- After changing the drawing index – for all affected characteristics
- After a delivery stop
- After a delivery interruption of more than one year
- If the production method/process has been changed
- After implementation of new/modified moulding equipment (e.g. casting, punching, rolling or pressing tools; each cavity in the case of several moulds or multiple moulds/clusters).
- After the relocation of production facilities or the use of new or relocated machines and/or operating equipment
- If alternative materials and designs are used

Changes must always be announced at an early stage and in coordination with other required validation and approval procedures.

### 3.5 First Article Samples in Accordance with Drawings

Measurements must be performed with reference to the valid drawing. The number of measuring points must be selected such that all geometries are reliably verified. Drawing and measurement details must be agreed upon with the quality contact person of the ordering plant of the BURGER GROUP.

### 3.6 Material Data Acquisition

Requirements for material data acquisition are defined when the first article samples are ordered; material data acquisition is always included in the scope of delivery.

The data is entered to the International Material Data System (IMDS) or to SCIP – Substances of Concern In articles as such or in complex objects (Products). In accordance with current declaration guidelines, the data must be entered with due care in English and, if necessary, in another language as well. The drawing numbers of the BURGER GROUP companies are decisive.

### 3.7 Adherence to the Principles of Material Compliance

The external supplier undertakes to fulfil all obligations in accordance with currently applicable directives (e.g. REACH, RoHS, Conflict Minerals, CO<sub>2</sub> efficiency) for substances used within the

framework of industrial or commercial activities. The scope of applicability of obligations for manufacturers, importers or downstream users shall be identified and reviewed at regular intervals, and must be complied with. Verification of compliance with such obligations must be provided to the BURGER GROUP as part of the approval process or upon request.

## Section 4, Additional Requirements

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### 4.1 Retention Periods for Quality-Related Documents and Records

Retention periods must be defined by the supplier for quality-relevant documents and records. The following minimum requirements must be fulfilled:

15 years (plus customer requirements) for:

- Documents and records related to products with special verification management
- Records of special tests
- Records of quality procedures without special verification management (quality control charts, inspection results, PPM schedules etc.)
- Records related to QM assessments, internal audits etc.
- Material test reports, purchase contracts, supplements thereto etc.
- Records concerning process and product approvals

Retention periods begin as of the date of creation of the respective record and the date of delivery of the last parts/products.

These provisions do not replace any legal requirements. Against the backdrop of statutes of limitation for product liability claims, longer retention periods are recommended. The supplier must grant the BURGER GROUP access to these documents upon request.

### 4.2 Inspections

In the event of negative inspection results, the supplier must immediately inform the quality assurance department of the respective BURGER GROUP plant and immediately suspend any further delivery of the products, determine the cause of error, implement suitable corrective measures and document them. Further action must be coordinated with the BURGER GROUP.

Special tests are inspections which go beyond standard series testing and include, for example, load tests, reliability tests and technically complex tests. The supplier must conduct special tests during first article sampling in accordance with the BURGER GROUP's specifications, beyond which testing as specified with the mutually agreed number of parts and testing frequency must be continued for ongoing production monitoring. Test parts must originate from current series production and test results must be traceable to the respective manufacturing lots.

### 4.3 Process Approval

Before initiating series parts production, process approval for all manufacturing and assembly workstations must be completed. The results must be documented. Responsible persons as well as completion dates must be specified for the implementation of remedial action and improvement measures. After completion of the specified measures, testing must be repeated, taking into account all previously identified deviations. The results must once again be documented in writing. If it becomes apparent that it will not be possible to comply with agreed upon conditions (e.g. regarding quality characteristics, acceptance certificates according to DIN EN 10204 for materials, test certificates concerning, for example, layer thickness measurements and hardness protocols etc., as

well as deadlines or delivery quantities), the supplier undertakes to inform the customer immediately in writing about such circumstances and regarding planned remedial measures.

#### 4.4 Process Audits

The supplier must ensure that all specifications which apply to the delivery of goods (production, testing, labelling, preservation, cleanliness, packaging, delivery documents etc.) are met by means of regular product and process audits (in accordance with the audit schedule and on an incident-specific basis). The results must be documented along with the root cause analysis (reason for the deviation) and the implemented measures. The effectiveness of the measures must be verified. By agreement, industry and customer-specific standards shall apply, e.g. CQI standards of the Automotive Industry Action Group (AIAG).

#### 4.5 Quality Assurance Matrix (QAM)

In the event that deviations are detected, the supplier must implement a method which ensures that no defective parts are delivered to the BURGER GROUP's receiving plants (firewall).

#### 4.6 Deviation Approvals

In the event of deviations from the customer's technical documentation/specifications, a delivery approval must always be obtained from the receiving BURGER GROUP plant prior to delivery; this also applies in the event of any necessary rework and/or repair from the supplier's point of view. The supplier warrants that customary industry requirements for controlling non-conforming results are complied with (IATF 8.7.1 ff). In the case of goods that have already been delivered, the receiving plant must also be informed immediately. The "Application for Special Approval" form must be used for this purpose. Further action is then determined. In the event of process disruptions and quality deviations, the causes must be analysed, improvement measures must be implemented and their effectiveness must be verified. If, in exceptional cases, products which do not comply with the applicable specifications have to be delivered, special written approval must always be obtained from the BURGER GROUP in advance. The BURGER GROUP must also be informed immediately of any deviations that are detected subsequently.

Corresponding labels must also be affixed to all load carriers for all deliveries made on the basis of a deviation approval.

#### 4.7 Requalification Inspection

Requalification is required for every article.

The frequency and scope of this inspection is agreed upon during project planning and must be specified in the production control plan. Corresponding records must be made available at any time upon request by the customer.

#### 4.8 Contingency Planning

The supplier undertakes to identify and assess internal and external risks and to incorporate them in a contingency plan which is customary for the industry sector.

#### 4.9 Contact Persons

Contact persons for the project, for contingency planning and for escalation scenarios must be agreed upon mutually. These persons are designated when the project is launched and communicated to the BURGER GROUP in a timely manner, as well as in the event of any changes.

#### 4.9.1 Product Safety Officer

The product safety officer must be designated throughout the entire supply chain and must ensure compliance with the requirements set forth in IATF 16949, section 4.4.1.2.

Before initiating series parts production, process approval for all manufacturing and assembly workstations must be completed. The results must be documented. Responsible persons as well as completion dates must be specified for the implementation of remedial action and improvement measures. After completion of the specified measures, testing must be repeated, taking into account all previously identified deviations. The results must once again be documented in writing.

If it becomes apparent that it will not be possible to comply with agreed upon conditions (e.g. regarding quality characteristics, acceptance certificates according to DIN EN 10204 for materials, test certificates concerning, for example, layer thickness measurements and hardness protocols etc., as well as deadlines or delivery quantities), the supplier undertakes to inform the customer immediately in writing about such circumstances and regarding planned remedial measures.

#### 4.10 Sustainability Principles

Sustainability principles constitute a central corporate value within the company and, together with other goals, must be accorded major strategic importance. Sustainability encompasses environmental aspects as well as ethical and social standards, which must be verified by means of the BURGER GROUP sustainability questionnaire. Verification obtained from certified platforms such as Ecovadis, or by means of SQAs or recognised sustainability reports (DNK), are accepted by the BURGER GROUP.

## Section 5, Liability

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The supplier undertakes to cover his liability risk by means of adequate insurance. Insurance coverage must include at least:

1) Business and product liability insurance

Minimum coverage per insured event with double annual maximisation amounts to a lump sum of €5 million for bodily injury and for property damage, including product asset damage.

2) Recall costs insurance

Minimum coverage for simple annual maximisation amounts to €5 million per recall. The supplier must verify that required coverage is in place to the BURGER GROUP in writing.

The agreement constituted by means of this supplier manual has no effect on the supplier's obligation to deliver products in conformity with the respective contract.

Should any provision of this contract be invalid, this shall not affect the validity of the remaining provisions. The scope of applicability shall be agreed upon in an appendix with reference to projects, products or product families on the basis of the current Supplier Guidelines by both parties and shall serve as the basis for cooperation during the entire term of the agreement.

## Section 6, Bibliography

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Standards obtained from:

Beuth Verlag GmbH  
P.O. Box 11 45, D-10772 Berlin, Germany

Other applicable documents obtained from:

Verband der Automobilindustrie e. V. (VDA)  
Qualitätsmanagement Center (QMC)  
Lindenstr. 5, D-60325 Frankfurt, Germany  
Phone: +49-69-97507-332  
Fax: +49-69-97507-331

## Section 7, Change History

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Rev. No.	Date	Section	Text
1.0	21 June 2018	All	Completely revised
2.0	21 June 2018	1.7	Field complaints revised
2.0	31 October 2018	3.7	Added REACH and RoHS requirements
3.0	20 May 2019	2.2	Formal changes in the text concerning special characteristics Inclusion: VDA recommended action with reference to "product integrity"
4.0	20 September 2021	4.10	Added sustainability requirements
5.0	12 June 2023	1.0 1.8 2.2.1 4.10	Defined period of validity Added supplier management escalation levels Added drawing characteristics Formal adaptation