



**Bombardier Recreational Products**

**BRP-Rotax GmbH & Co KG**  
Rotaxstrasse 1  
4623 Gunskirchen, Austria  
T: +43 7246 601 0 F: +43 7246 6370

www.rotax.com

## QUALITY ASSURANCE AGREEMENT

Concluded between:

the client

BRP-Rotax GmbH & Co KG  
Rotaxstrasse 1  
4623 Gunskirchen, Austria  
(hereinafter referred to as "BRP-ROTAX")

and

the supplier

**SUPPLIER**  
Add name / address

(hereinafter referred to as "SUPPLIER")

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Supplier initials	BRP initials

## 1. Quality management system of the supplier

The SUPPLIER commits to establish and maintain a quality management system ("QM system") that meets the minimum requirements of the following standards in their current or applicable revised versions:

- DIN EN ISO 9001 (Minimum requirement of suppliers of parts with design feature A)
- VDA [Standard by the German Association of the Automotive Industry] volume 6, part 1
- IATF 16949

The following standards / regulations apply specifically to aircraft suppliers. Ideally, this supplier operates their business according to one of the regulations listed hereinafter. With respect to the maintenance of a QM system, aircraft suppliers must meet the minimum requirements according to DIN EN ISO 9001 in their current or applicable revised versions.

- EN 9100
- Regulation (EC) no. 748 / 2012, Annex: part 21, subsection G

## 2. Quality management system of the subcontractor

The SUPPLIER obligates their subcontractors to establish a quality management system that is subject to all provisions of this Quality Assurance Agreement ("Agreement" or "QAA") and/or obligates them to be subject to a system audit.

BRP-ROTAX may require proof from the SUPPLIER that they have verified the efficiency of the quality assurance measures of their subcontractors. If quality problems are encountered, the SUPPLIER will ensure that BRP-ROTAX and, if necessary, also the customers of BRP-ROTAX will have the opportunity to conduct an audit at the subcontractors' premises.

## 3. Audit

The SUPPLIER allows BRP-ROTAX to conduct audits to determine whether their quality assurance measures meet the requirements of BRP-ROTAX. An audit may be conducted upon prior notice as system, process or product audit.

The SUPPLIER shall grant BRP-ROTAX and, if necessary, also the customers of BRP-ROTAX or the competent authorities access to all premises, testing facilities, warehouses and areas related therewith and also allow the verification of quality-related documents.

Necessary and appropriate action on the part of the SUPPLIER regarding security and trade secrets shall be considered in this regard.

The conduct of the audit to the necessary extent shall be ensured.

BRP-ROTAX will inform the SUPPLIER of the results of these audits. In the event that BRP-ROTAX deems measures necessary, the SUPPLIER agrees to immediately create an action plan and to implement it at due date (as defined in the audit). The relevant information is to be submitted to BRP-ROTAX.

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## 4. Qualified personnel

The SUPPLIER commits that the approval of the production and test plans may only be carried out by competent and qualified personnel appointed thereto.

The SUPPLIER commits that the execution of tests according to the production and test plans may only be carried out by competent and qualified personnel appointed thereto. The SUPPLIER has to define qualification criteria's and have to ensure that those will be followed by the appointed personal by using appropriate verification, which have to be done at the beginning and further ongoing.

The SUPPLIER is required to have established an appropriate absence management, by which the key positions are covered in the company, and they must forward this information to BRP-ROTAX accordingly.

The term "key positions" refers to positions which are provided with decision-making powers and are necessary for maintaining the business.

A procedure for the demonstrable and continuous employee training is required. The SUPPLIER may allow inspection to BRP-ROTAX.

Furthermore, a method is to be defined in order to ensure production and development of the last state of the art.

A clear definition of the scope of duties and the assigned responsibilities (job descriptions) must be present and submitted in writing upon request by BRP-ROTAX.

## 5. Product / process development

### 5.1 Development process

The SUPPLIER shall introduce a fully implemented product development process (APQP or similar methods) that meets the guidelines of the applicable ISO 9001 standards and the related reference manuals, thereby assuring that new products or services will achieve the intended results on the date agreed between the SUPPLIER and BRP-ROTAX.

Resource planning is part of the development process, by which it is guaranteed that all necessary aspects of the project are covered. The SUPPLIER shall ensure the required number of qualified personnel and facilities, including all machinery and equipment without affecting the production.

### 5.2 Feasibility study

The feasibility study is an evaluation of the adequacy of a particular design, material or method of production meeting all the technical requirements regarding the required statistical process capabilities, specified amounts and the required time frame.

The SUPPLIER shall examine the feasibility of the products or services provided before they bind themselves by contract in terms of production or provision. A form of the feasibility analysis (according to RON 303) shall always be filled in by the SUPPLIER, forwarded to BRP-ROTAX's purchasing department and attached to all PPAP packages. Each "No" shall be documented with attached documents, clearly indicating the concerns and/or the proposed changes that are necessary to either comply with the specified requirements or to enable a workable design.

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## 6. Sampling

The SUPPLIER shall in principle conduct samplings according to RON 436. The valid basis for the submission of PPAP is the defined level 3, unless otherwise required by BRP-ROTAX's Supplier Quality department ("SQ"). Serial production must not begin prior to the release by BRP-ROTAX's SQ department. After the release of the serial production, the SUPPLIER commits further to observe all prescribed process flow diagrams / control plans when taking samples and to inform BRP-ROTAX of any changes.

The SUPPLIER commits to create a capability analysis based on the categories of properties listed in the specification, RON 303 and the results of the FMEA.

## 7. Information and documentation

The orders, drawings and specifications, including the BRP-ROTAX Standards (RON), which were submitted on the basis of existing agreements and/or because of the QAA and whose receipt is confirmed herewith, shall be binding and shall form an integral part of the QAA.

The SUPPLIER agrees further to implement the contents of all submitted specification documents of BRP-ROTAX in their respective current versions. This shall ensure that proper guidelines / policies can be created by the SUPPLIER.

As a result, the SUPPLIER shall ensure that they create for and forward to their subcontractors appropriate specification documents and that they ensure that these are controlled, implemented, documented and archived according to the specifications.

Where it is apparent that contractual obligations such as quality characteristics, deadlines and delivery quantities cannot be met, the SUPPLIER shall be obligated to immediately inform BRP-ROTAX. The SUPPLIER shall also notify BRP-ROTAX immediately of any discrepancies discovered after delivery. For a quick settlement, the SUPPLIER shall disclose all necessary data and facts.

### 7.1 Changes

The SUPPLIER commits to obtain approval from BRP-ROTAX before making the following changes:

- Changes in the manufacturing process, sequence / methods and the manufacturing materials (also concerning subcontractors)
- Change in subcontractors
- Changes in the test methods / equipment
- Changes in manufacturing location
- Relocation of production facilities at the location
- Changes in jointly defined specification data

The SUPPLIER shall also provide proof of the quality agreed in this context (see also RON 436).

The first serial delivery after the above mentioned changes shall be both listed in the delivery documents as marked on the packaging.

All of the above changes shall be documented by the SUPPLIER in a product life cycle and be submitted to BRP-ROTAX upon request.

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## 7.2 Document management and archiving and/or storage of data

The SUPPLIER shall archive and effectively implement all documents and data provided as specification data to them by BRP-ROTAX as well as instructions and specifications derived therefrom by the SUPPLIER. External documents, such as standards and customer drawings, shall be enclosed to a reasonable extent.

The specification and verification documents shall be archived from the date of delivery for 12 years, unless otherwise agreed upon in writing. The documentation format and the place where the documents are stored shall be chosen in such a way that readability is continuously ensured.

In the event of expiry of the aforementioned period, a termination of this Agreement for any reason whatsoever and/or the cessation of serial production of a serial product, the SUPPLIER shall agree with BRP-ROTAX on how to further proceed with the verification documents (e.g. hand over to BRP-ROTAX).

However, the SUPPLIER shall not destroy these verification documents without express prior consent of BRP-ROTAX. The SUPPLIER agrees to maintain the production documentation on an appropriate level depending on the parts classification (according to RON 303). The minimum level of this obligation is generally determined in the documentation matrix below.

## 7.3 Retention period for parts requiring documentation / aircraft parts

The SUPPLIER agrees to archive the specification and verification documents being subject to the documentation requirement according to the parts classification (according to RON 303) ("AD", "FD" or "RD") in the documentation matrix for parts that are subject to the documentation requirement, WITHOUT time limit.

The documentation format and the place where the documents are stored shall be chosen in such a way that readability is continuously ensured.

In the event of the termination of this Agreement for any reason whatsoever and/or the cessation of serial production of a serial product, the SUPPLIER shall agree with BRP-ROTAX on how to further proceed with the verification documents (e.g. hand over to BRP-ROTAX). However, the SUPPLIER shall not destroy these verification documents without express prior consent of BRP-ROTAX.

The SUPPLIER agrees to maintain the production documentation on an appropriate level depending on the parts classification (as specified in the documentation matrix below).

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Documentation matrix according to 7.2 and 7.3:

Documentation matrix					
Quality label according to RON 303	D	3	2	1	N
<b>Documents relating to product properties</b>					
Work instructions	X	X	X	X	
Measured value recordings (production)	X	X	X		
Consignment note	X	X	X	X	
Incoming/outgoing inspection documents	X	X	X		
Reference samples for PPAP	X	X	X		
Reference samples for end-of-line-tests (parts of good / bad quality)	<b>By commodity group requirements</b>				
Definition of critical characteristics	X	X			
Measured value recordings for critical characteristics	X	X			
Feasibility study	X	X	X		
Raw material certificates	X	X	X	X	
Change management	X	X	X	X	
<b>Documents relating to parts flow</b>					
Control plans	X	X	X	X	
Process flow diagrams	X	X	X	X	
Deviation permits	X	X	X	X	X
Measurement system analysis (MSA)	X	X	X	X	
Machine calibration parameters	X	X	X	X	
P-FMEA	X	X			
D-FMEA	<b>Only with design authority</b>				

Note on the documentation matrix:

- The document names may vary according to manufacturer's manuals.
- Minimum requirements listed on the basis of the classification of parts according to RON 303.

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## 8. Serial production / deviation permits:

In the event of process defects and quality deviations, the SUPPLIER shall analyze the reasons, implement improvement measures and evaluate their effectiveness.

If the SUPPLIER cannot deliver each and every part as specified, then they shall obtain a special permission in writing from BRP-ROTAX prior to delivery.

The supplier shall ask for the form sheet "deviation request" at BRP-ROTAX Purchasing Department.

Additionally, all deviations that are discovered later shall be reported immediately to BRP-ROTAX. The submitted technical deviation request shall list the following as minimum:

- Part number and current revision
- Amount of the affected parts
- Critical characteristics
- Requested deviation
- The reason for the deviation
- Corrective measure(s) taken in order to avoid a recurrence of the deviation
- Signature and position/title
- Date

The SUPPLIER commits to ensure the traceability of the parts supplied by them. If an error is discovered, it shall be ensured that the defective components / products / lots are traceable and can be limited.

## 9. Examinations, complaints, actions

The SUPPLIER shall create a quality concept on their own responsibility to achieve the agreed goals in order to meet the specifications. The SUPPLIER in turn shall derive therefrom target values for their suppliers in order to achieve their goals. However, both are committed to the goal of zero defects.

In the event of failure to achieve the goals, the SUPPLIER shall demonstrably be committed to take all necessary actions to fulfill these goals and to ensure their compliance.

The SUPPLIER shall use appropriate procedures in order to provide proof of process capability of the current series in respect of all functional properties (e.g. statistical process control) for the entire manufacturing period.

If the necessary process capability cannot be achieved, then the quality shall be ensured by appropriate test methods and process optimization.

For products ordered, the incoming inspection by BRP-ROTAX shall be solely limited to the statement of clearly visible transportation and packaging damage. Resulting complaints shall be notified to the SUPPLIER in writing within a reasonable period.

Furthermore, this shall not affect the exclusion and waiver of the objection of delayed complaint agreed upon pursuant to the Supply Agreement (section 10 below).

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## 9.1 Complaints

If necessary, BRP-ROTAX shall provide the SUPPLIER with the defective parts for analysis.

In the event of faulty deliveries, the SUPPLIER shall be obligated to take immediate action to minimize the damage and to exclude faults in the future (replacement deliveries, reworks etc.). In principle, the SUPPLIER shall provide a written statement on the reasons for the defect and the corrective actions (8D problem solving).

The first statement of preliminary corrective action shall be required within one working day after notification.

The final corrective action(s) must be submitted within the time frame forwarded with the official complaint. If the SUPPLIER needs more time to respond, a variance request submitted to BRP-ROTAX in writing shall be required.

## 10. Other applicable documents

The delivery of products shall generally be subject to the Supply Agreement concluded between BRP-ROTAX and the SUPPLIER, including its annexes, orders, documents, such as drawings, specifications, standards of BRP-ROTAX (RON) and other agreements related to the supply relationship (hereinafter referred to as "Supply Agreement"). This QAA and other possible specific QAA shall define the requirements for the quality management system of the SUPPLIER applicable to the products delivered based on the Supply Agreement and subject to this QAA. The QAA and associated annexes shall form an integral part of the Supply Agreement concluded between the SUPPLIER and BRP-ROTAX. In the event of objective contradictions between the provisions of this QAA and the Supply Agreement, the provisions of the QAA shall prevail in terms of quality aspects.

## 11. Final provisions

This Agreement shall enter into force with the signature of the parties and may be terminated in writing observing a nine months' period to the end of the month by either party.

The termination of this Agreement shall not release the SUPPLIER from their obligations defined hereunder, which last typically, particularly those relating to Section 1 (Quality management system of the supplier), Section 2 (Quality management system of the subcontractor), Section 3 (Audit), Section 7 (Information and documentation) and Section 9 (Examinations, complaints, actions), which shall survive the termination of this Agreement.

All mentioned documents in their respective current version shall form an integral part of this QAA.

Changes and additions to this Agreement shall require the written form.

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Supplier initials	BRP initials



This Agreement shall be concluded between the authorized representatives of the parties.

BRP-Rotax GmbH & Co KG

Please insert the Supplier's name (stamp)

Date:

Date:

\_\_\_\_\_  
i.V. Dipl.-Ing. (FH) Markus Niederwimmer  
Director Global Supply Chain

\_\_\_\_\_  
(Name)  
(Title)

\_\_\_\_\_  
i.A. Dipl.-Ing. (FH) Markus Hamedinger,  
MBA  
Manager Supplier Quality

\_\_\_\_\_  
(Name)  
(Title)

\_\_\_\_\_  
(Name)  
i.A. Quality Engineer .....  
Components  
SQ (Supplier Quality)