

Supply Agreement

(General Conditions and Requirements)

As Supplier you are an important link in our supply chain and quality system. It is therefore of the greatest importance that you agree to our demands below.

Request for Quotation	Starsprings sends an RFQ (Request For Quotation) form. Supplier must take in consideration all specified requirements in this form. Supplier's offer should reflect all requirements and clearly state any deviation from the original demands. The offer should be submitted in agreed time.
Cost Break Down	Starsprings require detailed Cost Break Down for quoted components or materials.
Confidential Agreement	Supplier acknowledges and agrees that any information contained in the quoting documents or given to the Supplier to assist in the preparation of a quote is confidential and shall not be used or supplied to others by the Supplier except for the purposes of preparing and submitting a quote.
Statutory and Regulatory Requirements	Supplier shall ensure that delivered components or materials conform to the current applicable statutory and regulatory requirements in the country of receipt, the country of shipment, and the customer-identified country of destination.
Audit at the Supplier	Starsprings shall have the right to carry out a quality audit at every new supplier, if a supplier is being bought or merged with another supplier and if the supplier is supposed to deliver new parts which require higher demands than initially was evaluated. The audit can also be done at a supplier which has too high PPM or bad delivery performance, or to make sure that the supplier maintains or improve their performance.
Quality Management and Certificates	The supplier shall have at least ISO 9001 as Quality Management System. Copies of certificates confirming the current state of the implemented Quality Management System - ISO 9001, IATF 16949, ISO 14001, labour or other security in place should be sent by email to Starsprings after each upgrade.
PPAP Requirements	The PPAP must be submitted. The level of PPAP submission is determined by Starsprings.
IMDS Requirements	Material Data should be reported by the supplier directly to the IMDS (International Material Data System).
Initial Samples	Starsprings may ask to submit the Initial Samples and related measurement reports.
Supplier Development	Starsprings may assist the supplier with its or product/process development.
Product changes	Supplier is not allowed to make any changes or rework of components without Starsprings agreement. Requests must be clearly stated using a using a PCR document (Product Change Request)
Process changes	Any changes in the process should be indicated to Starsprings at least three months before the implementation, if nothing else agreed. All Process Change Requests must be approved by Starsprings. The requests must be clearly stated using a using a PCR document (Process Change Request)

Forecast	Starsprings may provide selected Suppliers with forecast once a year. If the estimated volume differs significantly the supplier will be promptly advised.
Purchase order number	Starsprings purchase order number shall be stated in all contacts with us concerning the purchase and shall be stated on all documents, for example confirmation, delivery note and invoice.
Item number	Starsprings item number shall be stated in all documents, such as quotation, order confirmation, delivery note, and invoice (drawing number, part revision might be required).
Order confirmation	The order confirmation should be sent by e-mail within 3 days from the date the order was sent by Starsprings to the Supplier.
Delivery note	The delivery note shall follow every delivery, the note shall contain delivered amount and identity and also specifications according to our purchase order – but not any prices. The delivery note shall also show if you consider the delivery to be partly or completely delivered if the total amount is not delivered.
Labelling	<p>Label must be placed on visible side for easier identification. The following shall be marked on the goods:</p> <ul style="list-style-type: none">• Supplier's name• Supplier's article number• Starsprings' article number• Starsprings' order number• Starsprings' designation/description• Amount/weight/m2• Batch number• Date of production
Packaging	Goods that are supplied to Starsprings must be fully protected from any damages during transport and storage. Only the good quality packaging material may be used for shipments. The use of supplier own returnable packaging material must be agreed with Starsprings.
Packaging instructions	<p>Starsprings may request packing instructions. Goods being sent to Starsprings must be delivered in accordance with these packaging instructions. Supplier is responsible to create packaging instruction (a separate document per each item). The packaging instruction must contain the following information:</p> <ul style="list-style-type: none">• Starsprings Part number, revision and part name and drawing number with the valid issue• Supplier name• Supplier part number and part name• Type of all used packaging material• Weight, volume and PCB• Label and packaging description• Photos of packed material (both outer and inner are mandatory) <p>Packaging instruction document must be signed by both parties, Supplier and Starsprings before the first delivery to Starsprings.</p>
Test Certificates	If Starsprings demands a test certificate for the delivered material this should be sent with the delivery. The copy of the certificate should be sent by email to Starsprings Quality Department
Waybill	It must be stated on the waybill where the unloading of the goods shall be done as we have several addresses for arriving goods. Our goods department must sign the waybill upon arrival of the goods.



Claims If any nonconformity occurs Starsprings will require actions to eliminate the causes of the nonconformity in order that it does not recur or occur elsewhere. When goods are returned we will demand a credit note at every occasion, and you can invoice us again if and when compensation is delivered.

Examples of incidents which results in deviations:

- Technical deviations from our specification or other agreement
- Delivered quantity differs from ordered quantity
- Delivery has not been at our factory in time (delivery time 1815-3 means that the delivery shall be at our disposal on Wednesday week 15, year 2018).
- Order confirmation has not been received within 3 days.
- Delivery note, waybill, test certificates are missing at delivery.
- Deviations from Starsprings General Purchasing Conditions

For recurring claims/deviations/delayed deliveries, Starsprings reserves the right hold the Supplier responsible for Starsprings additional costs involved with these scenarios.

Invoice and Payment There shall be one invoice per delivery, no matter the number of delivered orders. The invoice shall contain specifications according to the delivery note with addition of prices. The invoice shall also refer to the number of the delivery note and the number of our purchase order. The invoice should be emailed to Starsprings Accounting Department.
The respite of payment will be counted from the arrival of the invoice or the actual date of arrival of goods, whichever occurs the latest.

Additional freight Information concerning the use, cost and frequency of additional freight shall be indicated regularly to Starsprings.

Quality Performance Process Capability (CP/Cpk) report for each component must be prepared. Product Safety manufacturing requirements must be regularly audited.

Traceability All information related to traceability on finished part, subcomponents and raw material in your chain of production must be maintained. The period of storage information is done according to legal requirements (the minimum request is 15 years after End of Production).

Company: Place/Date:

Sign:

Name & Position: