



## ERDEMIR ROMANIA

<b>ACORD DE ASIGURARE A CALITATII</b> <b>pentru tranzactiile comerciale dintre ERDEMIR ROMANIA si</b> <b>furnizorii sai</b>	<b>QUALITY ASSURANCE AGREEMENT</b> <b>for commercial transactions between ERDEMIR ROMANIA and</b> <b>its suppliers</b>
<p>Acest Acord a fost incheiat intre: SC ERDEMIR ROMANIA SRL, societate organizata conform legislatiei existente in Romania, avand sediul la Soseaua Gaesti nr.18, Targoviste 130086, Romania (denumita in continuare "Cumparator"), si ..... o societate organizata conform legislatiei din ..... si avand sediul la: .....(denumita in continuare "Furnizor")</p>	<p>This Agreement was made between: SC ERDEMIR ROMANIA SRL duly organized and existing under the laws of Romania with its principal place of business at 18, Sos. Gaesti, Targoviste 130086, Romania (hereinafter called the "Purchaser"), and ..... a corporation duly organized and existing under the laws of ..... and having its principal place of business at .....(hereinafter called the "Supplier")</p>
<p><b>I. DOMENIUL DE APLICARE</b></p> <p>1. Acest Acord se va aplica produselor cumparate de ERDEMIR ROMANIA, care sunt livrate de catre Furnizor in baza comenzilor pe care le primeste si accepta.</p> <p>2. Produsele vor fi in conformitate cu calitatea convenita (ex. Descriere, specificatii, fise tehnice, schite, mostre de produs). Furnizorul va verifica fara intarziere daca o descriere furnizata de Cumparator este in vreun fel incorecta, neclara, si incompleta sau nu este conforma cu mostra de produs. Daca Furnizorul realizeaza ca acesta este cazul, va trimite imediat notificare in scris Cumparatorului.</p>	<p><b>I. SCOPE OF APPLICATION</b></p> <p>1. This Agreement shall apply to the products supplied by ERDEMIR ROMANIA, which are delivered by the Supplier on the basis of the orders he receives and accepts.</p> <p>2. The products shall be in compliance with the agreed quality (e. g. description, specifications, data sheets, drawings, product samples).The Supplier shall check without delay whether a description provided by the Purchaser is in any way obviously incorrect, unclear, and incomplete or not in compliance with the product sample. If the Supplier realizes that this is the case, he shall forthwith give notice in writing to the Purchaser.</p>
<p><b>II. ASIGURAREA CALITATII</b></p> <p>1. Furnizorul va mentine un sistem de management al calitatii si va fabrica si testa produsele in conformitate cu stipularile acestui sistem de management al calitatii. Furnizorul se va asigura fara intarziere ca aceste cerinte sunt in conformitate cu sistemul sau de management al calitatii.</p> <p>2. Daca Furnizorul primeste echipamente de productie sau de testare, software, servicii, materiale sau alte furnituri de la parti terte pentru fabricarea sau asigurarea calitatii produselor sale, atunci Furnizorul se va asigura ca acestea sunt in conformitate cu sistemul sau de management al calitatii, fie prin contract cu aceste parti, fie efectuand el insusi testele necesare pentru a asigura conformitatea cu sistemul sau de management al calitatii.</p> <p>3. Furnizorul va pastra inregistrari ale procedurilor de asigurare a calitatii mai sus mentionate si in special cele referitoare la valorile masurate si rezultatele testarilor. Va pastra aceste inregistrari cat si mostre de produs, daca este cazul, intr-o maniera corespunzatoare. In masura necesara, ii va permite Cumparatorului sa inspecteze aceste inregistrari si mostrele de produs si ii va furniza copii ale acestor inregistrari si mostre de produs, daca este cazul.</p>	<p><b>II. QUALITY ASSURANCE</b></p> <p>1. The Supplier shall maintain a quality management system and shall manufacture and test the products in accordance with the stipulations of such quality management system. The Supplier shall make sure without delay that these requirements are in conformity with his quality management system.</p> <p>2. If the Supplier receives production or test equipment, software, services, materials or other supplies from third parties for the manufacture or quality assurance of his products, the Supplier shall ensure that these are in compliance with his quality management system, whether it be by contract with these parties or through carrying out himself such tests as are necessary to assure compliance with his quality management system.</p> <p>3. The Supplier shall keep records of the aforementioned quality assurance procedures and especially those relating to measured values and test results. He shall keep these records as well as product samples, if any, in an appropriate manner. To the extent required, he shall allow the Purchaser to inspect the records and product samples and shall provide him with copies of such records and product samples, if any.</p>
<p><b>III. OBLIGATIA FURNIZORULUI DE A PREZENTA DOVEZI SI INFORMATII CUMPARATORULUI</b></p> <p>1. Furnizorul, la intervale rezonabile de timp, va permite Cumparatorului sa verifice conformitatea cu masurile de asigurare a calitatii mentionate in Capitolul II. Drept urmare, dupa acordul prealabil al Partilor asupra datei acestei inspectii, Furnizorul va acorda Cumparatorului acces rezonabil la locatia sa de lucru si va pune la dispozitie un membru calificat al personalului sau pentru durata vizitei de inspectie. Cumparatorului i-ar putea fi refuzat accesul si inspectarea metodelor secretizate de fabricatie sau a altor secrete industriale.</p> <p>2. Furnizorul ii va da Cumparatorului notificare in avans privind modificari la procesele sale de fabricatie, materiale sau piese incorporate in produsele sale, relocarea utilajelor de productie si modificari facute metodelor sau echipamentelor de testare a produselor sau altor masuri de asigurare a calitatii. Furnizorul va da Cumparatorului suficient timp pentru a verifica daca aceste schimbari</p>	<p><b>III.SUPPLIER'S OBLIGATION TO PROVIDE PROOF AND INFORMATION TO THE PURCHASER</b></p> <p>1. The Supplier shall at reasonable intervals allow the Purchaser to check the compliance with the quality assurance measures mentioned in Section II. The Supplier shall therefore, after prior agreement of the Parties on the date of such an inspection, grant the Purchaser reasonable access to his business premises and shall make available a duly qualified member of his staff for the duration of the inspection visit. The Purchaser may be denied access to and inspection of classified manufacturing methods and other industrial secrets.</p> <p>2. The Supplier shall give the Purchaser advance notice of changes to his manufacturing processes, materials or parts incorporated in his products, of the relocation of production plants and of modifications made to the methods or facilities for the testing of the products or to other quality assurance measures. The Supplier shall give the Purchaser sufficient time to check whether such changes may have a</p>



## ERDEMIR ROMANIA

pot avea un efect negativ asupra produselor. Totusi, Furnizorul nu va avea nici o obligatie de notificare a Cumparatorului daca, dupa o examinare atenta, considera ca poate exclude in mod rezonabil aceste efecte.

3. In cazul in care Furnizorul observa o crestere a deviatii in calitatea reala a produselor fata de cea specificata (adica o scadere in calitate), va informa imediat Cumparatorul despre acest aspect si despre masurile pe care intentioneaza sa le ia pentru a remedia aceasta problema.

4. Furnizorul se va asigura, fie prin identificarea produselor, sau, daca acest lucru este imposibil sau impractic, prin alte mijloace adecvate, ca, in cazul in care sunt detectate defecte la un produs, poate stabili imediat ce alte produse ar putea fi afectate. Furnizorul va informa Cumparatorul despre acest sistem de identificare sau alte masuri pe care le-a luat pentru a-l permite acestuia din urma sa-si efectueze propriile investigatii, daca este cazul.

#### IV. INSPECTIA LA PRIMIRE DE CATRE CUMPARATOR

1. La livrarea produselor, Cumparatorul va verifica fara intarziere daca acestea corespund tipului si cantitatii comandate si daca exista vreun defect aparent rezultat din transportul lor sau orice alt defect vizibil. Daca Partile considera ca la momentul livrării sunt recomandabile alte teste de catre Cumparator, acestea vor fi convenite.

2. Dupa inspectie, Cumparatorul noteaza orice dauna sau defect aparent si va notifica Furnizorul despre aceasta fara intarziere. In cazul in care Cumparatorul observa vre-o dauna sau defect la o data ulterioara, va raporta si acest lucru fara intarziere.

3. Vânzătorul garantează cumpărătorul contra oricăror vicii ascunse care fac bunul vândut impropriu întrebuințării la care este destinat.

#### V. CONFIDENTIALITATE

1. Fiecare parte va folosi toate documentele si informatiile pe care le primeste in legatura cu acest Acord, doar in scopurile acestui Acord. Le va trata pe acestea cu acelasi grad de confidentialitate pe care l-ar aplica propriilor sale documente sau informatii confidentiale.

#### VI. REPRESENTANT DE ASIGURARE A CALITATII

Fiecare parte o va informa pe cealalta in scris numele reprezentantului sau de asigurare a calitatii care il va reprezenta in executarea acestui Acord. Acest reprezentant va lua toate deciziile referitoare la subiectul acestui acord. In cazul in care o Parte isi inlocuieste reprezentantul sau de asigurare a calitatii, va informa imediat cealalta parte despre aceasta inlocuire in scris.

#### VII. RASPUNDERE

Raspunderea este determinata prin acordurile pe care se bazeaza livrarea.

#### VIII. DURATA ACORDULUI

Prezentul Acord poate fi reziliat de oricare dintre parti dand un preaviz de trei luni celeilalte parti. Perioada de preaviz va incepe in prima zi a lunii calendaristice urmatoare primirii preavizului de reziliere.

#### IX. LEGISLATIA APLICABILA

Relatiile legale existente in legatura cu acest Acord vor fi guvernate de legislatia Romaniei.

detrimental effect on the products. The Supplier shall, however, not be under any obligation to notify the Purchaser if, after due consideration, he concludes that he may reasonably exclude such effects.

3. Should the Supplier note an increase in deviations in the real quality of the products from that specified (i. e. a reduction in quality), he shall immediately notify the Purchaser thereof and of the measures he plans to take to remedy such a problem.

4. The Supplier shall ensure, whether by identification of the products, or, if such is impossible or impractical, by other suitable means, that, in case defects are detected in a product, he can immediately establish which other products might be affected. The Supplier shall inform the Purchaser about his identification system or other measures which he has taken in order to enable the latter to carry out his own investigations, if necessary.

#### IV. RECEIVING INSPECTION BY THE PURCHASER

1. Upon delivery of the products, the Purchaser shall check without delay whether they correspond to the ordered quantity and type and whether there is any apparent damage resulting from their transport or any other visible defect. If the Parties consider that at the time of delivery further tests by the Purchaser are advisable, these shall be agreed.

2. After the inspection, the Purchaser notes any apparent damage or defect, he shall notify the Supplier thereof without delay. If the Purchaser notes some damage or defect at a later date, he shall also report this without delay.

3. The Supplier guarantees the Purchaser against any hidden defects that make the asset sold to the intended use made improperly.

#### V. CONFIDENTIALITY

1. Each party shall use all documents and information which he receives in connection with this Agreement, solely for the purposes of this Agreement. He shall treat these with the same degree of confidentiality as he would apply to his own confidential documents or information.

#### VI. QUALITY ASSURANCE REPRESENTATIVE

Each party shall notify to the other in writing the name of his quality assurance representative who shall represent him for the performance of this Agreement. This representative shall take any decisions relating to the subject matter hereof. Should any Party replace his quality assurance representative, he shall immediately notify the other party of such replacement in writing.

#### VII. LIABILITY

Liability is determined by agreements the delivery is based upon.

#### VIII. TERM OF THE AGREEMENT

The present Agreement may be terminated by either party giving three months' notice to the other. The period of notice shall start on the first day of the calendar month following receipt of the termination notice.

#### IX. APPLICABLE LAW

Legal relations existing in connection with this Agreement shall be governed by Romanian law.

**Cumparator/ Purchaser:**  
SC ERDEMIR ROMANIA SRL  
Legal Signature

**Furnizor/ Supplier:**  
  
Legal Signature

Data/ Date: .....