



**LH Bundeswehr Bekleidungs-**  
**gesellschaft mbH**  
**Quality Assurance Agreement**

**Release 1.6**

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## **1. Introduction**

The contract partners agree that the high level of quality and reliability of the products can only be assured if the applicable quality management system and inspection methods are known and specified.

The contract partners agree the following to ensure reliable quality assurance:

## **2. Scope of Application**

This Quality Assurance Agreement applies to any and all deliveries of products to LHBw.

Product-related supplements are defined in the Appendix to this Quality Assurance Agreement.

## **3. Fundamental Principles and Objectives**

### **3.1**

The supplier must perform its quality assurance measures in such a way as to ensure that its products comply, in particular, with the specifications defined by the LHBw, and that it provides each product

- in agreed quantity
- at the agreed point in time
- at the agreed location
- in the agreed design.

As such the supplier must endeavour to achieve a target of zero errors and to continuously improve its performance.

### **3.2**

In order to assure quality, the supplier undertakes

- to apply and maintain an effective quality management system,
- to only use suitable processes, and
- to align its QM system to the specifications of DIN EN ISO 9001 as amended, at least, and to continuously improve the system.

The supplier is responsible for ensuring that its products and services are free from defects.

#### **4. Cooperation between the Supplier and the LHBw**

##### 4.1

The supplier must independently and actively participate in all phases of the project with the aim of ensuring compliance with all product requirements, including all statutory requirements, and of meeting the defined quality targets.

##### 4.3

Immediately after this Agreement comes into effect, both contract partners will nominate a Quality Management and/or Quality Assurance Officer (QM / QA Officer) and notify the other partner of such nomination in writing to ensure that the execution of this Agreement is supervised and that the necessary coordination among the partners is secured. Any changes to the QM / QA Officer must be notified to the other contract partner in writing.

#### **5 Supplier's Quality Management System, Production Inspection**

##### 5.1

The supplier is under obligation to assume sole responsibility for planning, organising and implementing the production and quality assurance processes in such a way as to ensure that quality can be comprehensively monitored and controlled and that the product complies with all applicable statutory quality, environmental and safety requirements.

This applies to all products, irrespective of whether the supplier manufactures, processes or finishes them itself, purchases them from third parties, or commissions third parties to process or finish them.

##### 5.2

To this end, the supplier must provide evidence of a QM system that complies with Section 3.2 of this Agreement and that governs every area of its business operations.

The supplier is subsequently also under obligation to incorporate its own subcontractors into its QM system and will seek to conclude a corresponding agreement with them.

##### 5.3

The supplier consents to be inspected at any time by prior appointment by LHBw and/or LHBw customers and will seek to obligate its subcontractors mutatis mutandis. Within the framework of an inspection, the supplier and its subcontractors must in particular, but not solely, allow inspection of:

- the manufacturing process,
- all quality assurance measures and organisational units,
- all quality assurance documentation.

The LHBw undertakes to treat this information as confidential.

## **6. Fundamental Quality Principles**

### 6.1

The products delivered by the supplier must comply with the agreed specifications, i.e. in particular:

- any and all technical specifications provided by LHBw customers,
- the LHBw test specifications (in specific cases),
- any and all other applicable standards, regulations, laws,
- the special characteristics highlighted by LHBw, such as equipment,
- the agreed samples
- production by approved manufacturers, if and to the extent that these are explicitly stipulated in the technical specification (e.g. camouflage print).

In the event that one of the aforementioned characteristics has not been made available to the supplier, the supplier must notify LHBw immediately. In the event that characteristics are not existent or not pertinent, that specific characteristic is not applicable and the aforementioned schedule is deemed to be amended accordingly.

### 6.2

When shipping the products, the supplier must observe the labelling, packaging and delivery specifications indicated in the order documentation.

### 6.3

The supplier must examine whether the specifications issued by LHBw are incorrect, unclear, incomplete or different from the sample and, in particular, from the applicable technical specifications. The supplier must notify LHBw immediately in writing if it detects such discrepancies.

### 6.4

The processes implemented by the supplier must reflect the latest state of science and technology.

## **7. Quality Planning**

### 7.1

LHBw and the supplier undertake to plan each project effectively, based on preliminary discussions of the order:

A quality plan for the order will be agreed during the preliminary order discussion; the supplier must agree a date for such discussion with the Quality Assurance department at LHBw immediately upon receipt of the order. The preliminary order discussion will focus, in particular, on agreeing the delivery dates, processing, fit and properties of the first samples and the material documentation (material file) which form the basis for consignment release.

### 7.2

LHBw reserves the right to inspect any and all documentation throughout all quality planning phases.

## 8 First Sample and Material Testing

### 8.1

#### Principle

First samples are products that are manufactured entirely using the equipment and processes envisaged for series production and in series production conditions.

The supplier must provide the initial and any subsequent samples in line with the quality plan agreed with LHBw during the preliminary order discussion. A first sample test report must always be included with the first sample. It must include a target/actual comparison to demonstrate the extent to which the first sample complies with the technical specification requirements and the labelling specifications. Written release of the first sample by LHBw is mandatory and forms the basis for subsequent delivery.

### 8.2

#### Sample-related deviations

Prior to providing the sample, the supplier must submit any modifications of drawings / specifications or approvals of deviations in writing to the QA Department at LHBw. All deviations must be indicated and highlighted in the respective first sample test report (modification of the specification, special release, date).

### 8.3

#### First sample proficiency documentation

The supplier must analyse and document the suitability of the manufacturing equipment used for the functional and/or safety-relevant characteristics (which will be defined by LHBw in the technical specifications). If the supplier fails to comply with the proficiency grades specified by LHBw, it must either optimise its production equipment accordingly or perform suitable tests on the manufactured products to exclude any faulty deliveries. LHBw is entitled to demand the submission of a second first sample. If the specified proficiency grades are again missed, LHBw is entitled to withdraw from the contract.

### 8.4

#### Marking and packaging first samples

Each first sample delivery must be packaged separately from series production merchandise (wherever possible in the LHBw containers specified in the packaging regulations, depending on the number of samples ordered) and clearly marked "FIRST SAMPLE / NOT RELEASED FOR SERIES PRODUCTION" on the container.

### 8.5

#### Material documentation

The supplier submits material documentation as evidence of compliance with the primary and raw material requirements defined in the technical specifications. The material documentation generally comprises a sample of the material used, the standard-compliant quality test certificates as defined in DIN 55350 part 18 and the technical specification requirements, the delivery notes issued by the primary material suppliers and a certificate of human ecological harmlessness. Certification of the human ecological harmlessness of clothing must be based on the list of hazardous substances used by the "Oeko-Tex Standard 100" mark for environmentally responsible textiles. Safety data sheets that comply with EC-1907/2006/EEC must be submitted to LHBw for any hazardous substances and formulae

used in the manufacturing or finishing process. LHBw must be notified unasked if the safety data sheets change.

#### 8.6

LHBw reserves the right to conduct at its own expense subsequent inspections at an accredited inspection institute.

These inspections will be billed to the contractor if and when the assessment does not confirm the required quality.

#### 8.7

Written release of the first sample and material documentation is mandatory and forms the basis for subsequent delivery. Release of the first sample and material documentation does not relieve the supplier of its obligations to comply with the technical specification requirements. The scheduling will be agreed in the preliminary order discussion in each case.

#### 8.8

The contractor must bear the costs associated with its ongoing quality assurance and the costs for the samples (materials and finished parts) and their shipment.

### **9. Quality Assurance during Production**

#### 9.1

Using statistical methods, the supplier must ensure proficient and controlled conditions with the aim of achieving the specified level of quality and of implementing continuous improvements.

#### 9.2

The supplier must, moreover, perform suitable quality tests to ensure that the products comply with the specified quality requirements. The inspection scope must be defined on the basis of the level of process capability that the supplier has achieved, the significance of the respective characteristic and the possible impact of faults for which the supplier is responsible.

#### 9.3

The supplier must keep ongoing records of its inspections and the results. LHBw is entitled to examine the test documentation at any time.

### **10. Modifications / Special Releases**

The supplier must notify LHBw in advance of any planned modifications to manufacturing processes, manufacturing equipment, materials or supply parts for the products, and of any planned modifications to processes or equipment for product testing, or to any other planned quality assurance measures so that the further procedure can be clarified. Such modifications are subject to release by LHBw. This release is applicable for an agreed volume and / or an agreed period.

The supplier shall notify LHBw of any relocation of production sites in advance of the move. It is subject to the approval of LHBw. Verification of the technological performance capability of

the facility is required for the release. LHBw may, for example, request submission of a new first sample.

The supplier must document any and all modifications to the product and any and all product-relevant modifications to the process chain.

## **11. Production Support / Final Inspection**

### **11.1**

The purchaser is entitled to conduct inspections during production at the supplier's site in the period between availability of the materials and completion of the products. Their purpose is to examine the implementation of, and compliance with, the production specifications.

The contractor undertakes to provide a certified German interpreter to the Quality Assurance Officer for auditing any quality testing and quality assurance measures abroad.

### **11.2**

The supplier must perform the final inspection on a random sample basis following completion and labelling of the merchandise. The inspection must comply with ISO 2859-1, simple sampling plan for normal testing purposes, test level II, AQL 2.5%. 90% of the consignment must be packed; 5% may, for example, still be undergoing packaging and 5%, for example, completion. Various boxes taken at random from the entire consignment must be opened and samples taken. The random tests must include a percentage of all sizes.

If the number of acceptable faults is exceeded, the supplier must check the entire consignment.

The faulty items must be clearly marked and stored separately from the faultless merchandise to prevent them from being used, shipped or mixed with faultless merchandise without authorisation.

The findings of the final inspection must be documented in a manufacturer's test certificate and submitted to LHBw.

## **12. Incoming Goods Inspection**

### **12.1**

For its part, LHBw performs inspections upon receipt of the merchandise.

Acceptance is subject to successful examination for freedom from defects, in particular, but not limited to, correctness, completeness and suitability.

These quality tests are performed as random checks in accordance with ISO 2859-1, simple sampling plan for normal testing purposes, test level II, AQL 2.5, unless otherwise contractually agreed. The merchandise will be rejected if the number of acceptable faults is exceeded.

### **12.2**

Once the supplier has sorted and reworked the consignment, it may submit the delivery again on condition that the contractor explains which measures have been implemented.

The AQL level is raised by two degrees of severity for the incoming goods inspection on the renewed shipment.

LHBw reserves the right to conduct these inspections at the supplier's warehouse or in the incoming goods area on the production site. The supplier must grant access to the individuals commissioned to perform the quality inspections to its premises and must provide them with the rooms and equipment needed for the quality inspection.

LHBw will notify the supplier immediately in writing of any faults detected in the consignment.

#### 12.3

The supplier waives its right of objection on grounds of belated notification of defects pursuant to Section 377 German Commercial Code (HGB).

#### 12.4

The customer must bear the costs associated with the incoming goods quality inspection pursuant to (12.2).

The above provision applies similarly to inspection work in excess of standard procedures for which the contractor is accountable.

### **13. Addressing Complaints**

#### 13.1

In the event of complaints, LHBw will provide the supplier with a letter of complaint / test report.

#### 13.2

As soon as initial notification of a complaint has been received, the supplier must immediately contact LHBw with a proposal for substitute deliveries or other measures necessary to deliver a consignment of faultless quality.

#### 13.3

The supplier must analyse all complaints, irrespective of whether they are determined during production, on receipt of the merchandise, or during further processing or utilisation of the merchandise. The supplier must keep records of all activities, must initiate suitable measures for resolving the complaint and must notify LHBw through submission of an 8D report (8DR).

#### 13.4

The supplier must submit documentation concerning the remedial actions (e.g. work instructions, control plan amendments, project plans, etc.) to LHBw within a period specified by the latter.

### **14. Documentation Obligations, Marking**

#### 14.1

Quality records serve as documentation, both of compliance with the quality requirements, and of the functional efficiency of the quality assurance system.

#### 14.2

The process and assurance system records, such as material documentation as measurable records, must be maintained by the supplier such that they can be evaluated and

unambiguously assigned to the corresponding product, production facility and production date/period.

#### 14.3

The supplier must implement a system for tracking products that is based on the delivery note number. Subcontractors must be incorporated into this tracking process.

#### 14.4

The storage of quality records must ensure that they can be safely and easily retrieved at all times. They must be made available to LHBw at short notice on request. The documentation must be stored for at least 10 years.

### **15. Periodical Documentation / Test Certificates**

#### 15.1

LHBw is entitled to demand at any time that the supplier submits confirmation of its compliance with material characteristics in the form of test certificates.

#### 15.2

In the event that LHBw requests the presentation of test certificates for individual items, groups of items, production materials and/or characteristics, these certificates must comply with the requirements of DIN 55350 part 18.

#### 15.3

The supplier must include the test certificates with the consignments at the request of LHBw or must file them and provide them to LHBw on request. Assignment of the certificates to a specific consignment must always be possible.

### **16. Environment, Safety and Health**

#### 16.1

The supplier is obligated to only use materials that comply with all requirements

- of all applicable laws and safety regulations in the country of manufacture and order.

#### 16.2

The supplier consents to LHBw performing an environmental audit and will obligate its subcontractors accordingly.

### **17. Continuous Improvement / CIP**

The supplier should constantly monitor and improve its procedures, processes and products at all levels of the company. It should undertake measures aimed, inter alia, at

- minimising diversification in its manufacturing processes and concentrating its processes in a central location,
- increasing productivity,
- increasing the quality of its products,
- minimising rework and waste products,

- improving delivery services and flexibility,
- increasing the environmental compatibility of its processes and products.

## **18. Final Provisions**

### 18.1

This Quality Assurance Agreement does not in any way relieve the supplier of its responsibility to ensure that the products it supplies are free of defects.

### 18.2

If and to the extent that LHBw is under obligation to comply with quality specifications defined by its customers which extend beyond the specifications contained in this Quality Assurance Agreement, the supplier must undertake the same obligation to comply with these quality specifications after prior notification.

### 18.3

The contract partners agree that adjustments or amendments above and beyond the scope of this Agreement may prove necessary. The contract partners undertake to work together amicably and to make every reasonable and possible effort to take these requirements into consideration.

### 18.4

In the event that one or more of the provisions above should be or become invalid, this shall not affect the effectiveness of the remaining provisions in this Agreement. Rather, the contract partners undertake to act in the interests of the objectives of this Agreement and, moreover, to agree a legally permissible substitute provision that most closely resembles the commercial purpose of the ineffective provision. The same applies equally to any omissions in this Agreement.

### 18.5

Verbal agreements have not been reached. Amendments and additions to this Agreement are only valid if agreed in writing. This applies equally to any agreement to waive the written form.

### 18.6

In addition to the provisions of this Quality Assurance Agreement, the laws of the Federal Republic of Germany that govern legal relationships between parties domiciled in Germany are solely applicable.