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Le syndicat des industriels
de la Mécatronique
Membre de la FIM

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QUALITY COMMITMENTS
For fastening products in the automotive sector

1 / Purpose

This document defines the rules governing the "quality" commitments by the Supplier concerning the products that the Supplier commercialises. It represents the basis of the professional practices for dealing with quality matters.

It has been drawn up to complement the "2016 Version of the General Professional Business Conditions for Fastening Products" and it refers to the rules of the art for the profession described in the publication "Reference Guide for the Practices and Rules of the Art for the Supply of Fastening Products, 3rd edition, March 2011", which is available from Artema.

2 / Definitions

- General Specifications: data provided by the Client that describes the Client's requirement,
- Prototypes: products intended for evaluation purposes only,
- Initial Sample(s) (IS): reference products taken from a Production Process that is representative of the production run[1],
- Quality Reference File: technical commitments by the Supplier with respect to the mass-produced1 products delivered to the Client,
- Production Process: successive operations to manufacture the product,
- Product Indices: traceability of modifications to the product and/or the Production Process,
- Non-Compliance: verified discrepancy compared to the Quality Reference File,
- Derogation: written acceptance by the Client of an instance of Non-Compliance,
- Part(s) Per Million (ppm): quantity of non-compliant products detected per million parts delivered over a given period. Said ppm may be global or defined for one or more characteristics.

3 / Compliance with standards and regulations

The products shall be designed and manufactured exclusively in compliance with the standards and regulations that are expressly stated in the General Specifications.
If not, they must nevertheless comply with the applicable regulations in the country of manufacture.

4 / Quality Reference File

The Supplier's technical commitments with respect to the mass-produced[1] products delivered to the Client shall be limited to the requirements stated in the Quality Reference File.

Unless the parties agree otherwise, it shall exclusively be made up of the following items:
- Initial Sample parts,
- the control reports on the IS (reports on sizes, materials and trials),
- the list of the discrepancies compared to the definition proposed by the Client.

The Supplier's format shall be used to define these items.

All deliveries of a new or modified product shall be contingent on the written acceptance of the Quality Reference File by the Client. Absent such acceptance, all orders placed or requests for the deliveries of mass-produced[1] products shall be deemed to constitute acceptance by the Client of the Quality Reference File.

5 / Monitoring of the characteristics

The monitoring of the characteristics of the product and of the process shall be determined by the Supplier in agreement with the Client. Said level of monitoring depends on the Production Process implemented by the Supplier and cannot be unilaterally imposed by the Client (other than pursuant to regulatory requirements).

6 / Delivery, carriage, taking delivery and verification of products

The Client is required to take delivery of the products, from a legal standpoint, whereby it acknowledges the compliance of said products with the contract.
Taking delivery shall be deemed to constitute acknowledgement of the absence of any apparent instances of Non-Compliance, unless detailed reservations were stated on the consignment note or delivery note (DL), which must be signed and sent by registered letter with return receipt to the Supplier and to the carrier within three days.

The Client shall be liable for and pay the cost of the risks associated with carriage in the event of an "ex works" sale.

The Client must, at its expense and under its responsibility, check the compliance of the products with the terms of the order or have such compliance checked, even in the event of a Product Quality Assurance review involving the Supplier that is triggered by the Client for a particular product.

The Client must comply with the general recommendations concerning storage and handling, namely:
- maintain records to ensure that the origin of products can be traced if pallets are repackaged or if packaging is changed,
- preserve the integrity of the product in accordance with ISO 16426,
- not use products that have fallen on the floor,
- manage the indices for product modifications.

The Client must also comply with any recommendations that are specific to the product, such as:
- the storage conditions and the maximum storage time prior to use,
- the conditions for handling and using the product at the Client's location and in the network.

7 / Identification and traceability

The Supplier shall implement an identification system on the labelling that makes it possible to ensure the traceability of the items that are used in the manufacture of its products.
The Client must implement systems that ensure continuity of the traceability chain (the batch number must be identified on the labelling).

[1] Translation subject to confirmation. The term "série" in the French could also refer to standard parts.

The packaging shall be identified using the GALIA/ODETTE standards *[for the automotive sector]*. Except in the event of a specifically negotiated agreement, the Supplier shall not provide specific traceability for the Client.

Once the Client has removed the product's original packaging, the Client is under an obligation to track the product and to maintain the traceability of the batch, for all purposes of proving the date and the destination of the initial delivery, while maintaining, to the greatest extent possible, the same size of batch as that delivered. The Client shall ensure that its own clients comply with this obligation.

8 / Storage and archiving of technical and traceability data

The Supplier is equipped with an internal system for storing and archiving technical and traceability data over a period of three years, unless otherwise specifically agreed in writing.

9 / Product or process modification

All requests by the Client that lead to the technical General Specifications and/or the Quality Reference File being modified, as well as all modifications by the Client of the conditions under which the Client uses the product (e.g. automation, modification of the parts to be assembled, transfer of production to new sites, etc.) must be notified in writing to the Supplier beforehand.
The Supplier may respond to said request with a new technical and commercial proposal.

All modifications of the technical reference file data by the Supplier shall be set out in a new Quality Reference File.

10 / Quality Objectives

The metrics used by the Client to measure the Supplier's performance (demerit, ppm, number of incidents, composite indices, etc.) are used to assess changes in the "quality delivered" by the Supplier in the medium and long term.
They may not in any way constitute a contractual obligation with financial or other consequences.
Under all circumstances, these elements shall be treated as business secrets and shall be kept confidential.

11 / Handling of instances of Non-Compliance

The Client is under an obligation to describe the instance of Non-Compliance.
All requests linked to a presumed instance of Non-Compliance shall be accompanied by the elements that prove the existence of the Non-Compliance and that make it possible to search for the causes thereof (e.g. traceability, photographs, parts regarded as being non-compliant, assembly conditions, etc.). The Client is under an obligation to cooperate.

The Supplier shall analyse the claimed instance of Non-Compliance.
If the Supplier confirms the reality of and liability for the instance of Non-Compliance, the Supplier shall pay for:
- systematically: the replacement of the non-compliant products,
- if the Supplier so decides: the return or recovery of non-compliant products, and the sorting of non-compliant batches.

In response to a standard request, the Supplier shall inform the Client of the corrective and preventive actions it is implementing with regard to its Production Process.

The Supplier's liability is excluded, in particular:
- for defects arising from materials supplied by the Client,
- for defects arising from a design produced by the Client,
- for defects that result in whole or in part from the normal wear and tear of the part, damage or accidents that are attributable to the Client or to a third party,
- in the event of abnormal, atypical or non-compliant use of the product or use of the product that does not correspond to its intended purpose, the rules of the art or the recommendations of the Supplier,
- in the event of the loss of traceability of the product by the Client or its service providers,
- if the Client's process is modified without the Supplier being informed beforehand.

12 / Costs and consequences of instances of Non-Compliance

The Supplier's liability, for all causes considered, with the exception of liability for bodily injuries and wilful negligence, is limited to an amount that is capped at the sale price of the batch to which the part that is found to be defective belongs.

Under no circumstances shall the Supplier be required to indemnify:
- the administrative expenses and handling costs,
- the consequences of the Non-Compliance for products that have already been assembled,
- indirect or consequential damage, such as: operating losses, loss of profit, loss of opportunity, commercial loss or loss of earnings.

In the event that indemnities have been agreed, the Supplier shall have the right to ask the Client to provide detailed supporting documents for the monies claimed.
Moreover, these indemnities shall be deemed to constitute liquidated damages that entail discharge, and shall exclude all other penalties or indemnification.

The Client shall refrain from all unlawful practices of automatic debiting or issuing of credit notes, and of invoicing the Supplier any amounts that the Supplier has not expressly acknowledged that it owes in respect of its liability.

13 / Confidentiality

All the information exchanged between the Client and the Supplier is confidential and may constitute, as applicable, a disclosure of know-how that may not be passed on to a third party.

In this regard, the Supplier reserves the right to restrict the access of the Client or its substitutes to the Supplier's facilities and those of its suppliers, even in the event of an audit.

14 / Specific and/or additional services

Certain additional services that are requested by the Client may be the subject of a separate price proposal, in particular but not limited to:
- the dissemination of monitoring reports and IS files in documents other than the Supplier's documents,
- the translation of technical documents into another language,
- requests for technical analysis and the dissemination of reports,
- the preparation and dissemination of monitoring reports (excluding IS),
- the provision of compliance certificates, copies of factory production control certificates and declarations of compliance with RoHS rules,
- updating of the International Material Data System (IMDS) database,
- implementation of a specific organisation,
- etc.

Likewise, processing unconfirmed instances of Non-Compliance (visits to a client's site, analyses, sorting, etc.) may be invoiced in addition.

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