



Quality Guidelines For Materials and Components Suppliers

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2 General Conditions

2.1 Goal

This quality guideline describes the requirements to ensure the quality of purchased parts and materials supplied to IAC Group, hereafter named IACG. It is IACG's goal to continually improve the Quality of its products and thus its cost effectiveness.

2.2 Scope

This guideline is part of our purchasing agreement and applies to all vendors of components and materials which are incorporated into the Systems or are sold as products of IACG. It is part of the supplier agreement and it is binding for both contractor and customer.

3 Descriptions

3.1 General

3.1.1 Management System

The supplier is fully responsible for the products and services delivered. In order to live up to this responsibility it is expected that the supplier establishes a Quality Management System according to ISO/TS16949. ISO9000 is only accepted as a step towards further development towards ISO/TS16949.

The supplier is also responsible to establish all processes in an Environmental and Health & Safety conscious way. Therefore certification according to ISO14001 is required and certification according to OHSAS 18001 is preferred.

Until certifications are realised, compliance to all applicable environmental and occupational health and safety legal and regulatory requirements needs to be confirmed.

Certificates and renewals shall be forwarded to the responsible IACG purchasing contact.

It is necessary to develop actions to continuous improvement and secure „Zero Error Quality at Shipment“.

The quality terms offered to the supplier are binding. Every supplier is responsible to adhere to them and apply the legal regulations and environmental laws of the material of the country of origin.

Should the supplier recognize that the defined design in the technical documentation or that the required test procedure can be replaced by a more suitable economical or more effective one, IACG would the supplier to communicate their proposals.

3.1.2 Supplier Performance Goals

At all times, the supplier shall strive towards zero defects and 100% delivery performance with the emphasis on error prevention and continuous improvement.

Although no supplier performance targets are defined in these guidelines, the supplier shall define annual customer KPI's including, but not limited to, customer DPPM and delivery performance. These KPI's shall be communicated to IAC at the appropriate time.

3.1.3 Quality Assurance Regulations

IACG reserves the right to agree upon supply regulations and specifications with additional product specific requirements together with the supplier. Should the supplier request any deviations they have to be agreed upon in writing by IACG.

3.1.4 Environment

The parts necessary for production have to be according to the currently applicable technical and scientific standards and according to the appropriate regulatory requirements. The legal critical value are minimal requirement (examples: free of heavy metal, free of asbestos, free of FCKW) the supplier shall adhere to changes in legislation without special IACG instructions. Research results, if required by law, have to be made accessible to IACG. Improvements concerning recycling capability (new materials) have to be disclosed to IACG.

Moulded parts have to be marked according to VDA 260. Initial supply and changes in supply of hazardous materials and auxiliary materials (e.g. oil, grease, glue) have to be sent along in a EU Material Safety Data Sheet according to 91/155/EU.

3.2 Supplier Audit

IACG is entitled to conduct a Supplier Audit at any time using the corporate audit format or alternatively using the customers auditing format. The supplier grants IACG a visit to the production area and access to the necessary documentation. The reason for an audit can be:

- New supplier to IACG
- New product or technology
- A process relevant change or production location change
- The quality level of the products delivered are continually negative or repeatedly negative or fails to comply with scheduled quantities and delivery timing

Should there be any questions regarding Quality, the responsible department of IACG will offer support and assistance.

3.3 Purchasing Documents

3.3.1 Purchasing- and Technical Documents

The supplier should receive the relevant technical documents from IACG with the issuance of the RFQ..

The supplier has to ensure the documents associated with the order ie. IAC drawings, specifications, test procedures, originals etc. that are missing, have to be ordered in writing from the Purchasing Department.

The supplier ensures by means of a distribution system that all parties involved receive the most updated documents from IACG. Invalid/outdated documents are to be destroyed or returned to IACG.

In the event that the supplier wishes to deviate from the specified materials, documentation formats or other requirements stated in the Purchase order, a written confirmation has to be obtained from the IAC Purchasing Department.

3.3.2 Contract Review

On the basis of the submitted technical documents, the supplier demonstrates their ability to produce the product. Along with the acceptance of the contract he confirms this ability and assumes full responsibility for the quality of the product. Deviations from the requirements are permissible only upon written agreement from IAC and they may require subsequent change in ordering.

3.3.3 Data Protection

The supplier maintains a system, which ensures that technical documents, information and other confidential material are not passed on to a third party and are confidentially stored.

3.4 High Impact Suppliers & the Advanced Product Quality Planning Process

An evaluation is performed at the planning stage of each new program to estimate the level of "impact" on the success of the program associated with each supplier.

The criteria for evaluation considers the supplier's:

- Quality and delivery history.
- Technological capability.
- Experience with the manufacturing process and the product.
- Status with the OEM customer.
- Component complexity.
- Component impact on successful launch at IAC

When the risk level in any of these areas is higher than is normally expected on a new program, the supplier may be categorized as a "High Impact Supplier." "High Impact Suppliers" are expected to participate as active members of the IAC PDT (Product Development Team) when requested. In the absence of an internal APQP system, it is recommended suppliers employ the IAC APQP process.

IAC will work with "High Impact Suppliers" to develop APQP, quality, and delivery systems. IAC may visit the supplier to monitor APQP progress, perform a launch readiness assessment prior to each build, and approve PSO (Process Sign Off) or Run-at-Rate. All "High Impact Suppliers" are requested to report APQP status to IAC Supplier Development on a frequency determined by the PDT.

3.4.1 Quality Planning (APQP)

The supplier commits to the documentation of quality planning.

The planning results are in particular applicable as to:

- Target Date and Milestone Plan
- FMEA
- Process Flow, Lay-out, QM-Plan for Prototypes, Pre-Series, Series
- Test and Manufacturing Plans, Work Instructions
- Important Product and Process Features
- Process control plan (Control plan)

3.4.2 Target Date and Milestone Planning (Production Run)

The supplier compiles a target date and milestone plan prior to ordering. Target date and target plan have to be coordinated with IAC and they are part of the contract.

Following key data shall be included in the target date or milestone planning:

- FMEA submission timing
- Test plan timing
- Supply of test equipment
- Prototype parts (if applicable)

- First off tool parts
- Tool tuning loops
- Capacity verification (SPR, R@R, 2 Tagesproduktion)
- EMPB/PPAP timing (customer requirements may include multiple phases)
- Production Readiness

3.4.3 Component Review

The component review ensures that there is a mutual agreement between IACG and the supplier with regards to the customer product quality and performance requirements. These requirements shall be documented and tracked throughout the product development process.

3.4.4 FMEA

The supplier is responsible for a Systems or Design-FMEA for parts where the supplier has design responsibility. A Process FMEA is made for all parts.

FMEA's shall be available for review by IAC upon request. Should there be any questions, IAC employees in the design and planning department offer support in regards to systems interfaces. The FMEA is to be oriented according to IACG's customer requirements. FMEA's have to be completed by the date agreed upon.

3.4.5 Quality Evaluation of Design Results

IAC intends to set up a quality evaluation in order to avoid failure in production and guarantee continuous quality improvement of achieved design results (development concept, development sample) in the realm of design reviews. The quality evaluation refers to suppliers which have design responsibility. Review dates are mutually agreed upon. The evaluation is compared to the specification. If the results deviate from the quality requirements in the specification, the supplier has to plan corrective measures and implement them.

If IAC has not set any Design Review dates, the supplier will have to conduct them on his own submit the results to IAC.

3.4.6 Process Capability

The supplier carries out a process capability analysis for features that influence functions, security or other decisive quality factors. The analysis has to be made on a basis of the VDA edition 4, part 1 or PPAP 4th Edition. The prospective process capability is achieved on a basis of pre-production, if the parameters achieve estimated process capability ($pp > 1.67$) and estimated process capability characteristic value ($Ppk > 1.67$). These characteristics have to be documented and the supplier has to produce them with the process verification.

The continuous process capability of the series production is only then achieved, when parameters such as process capability ($Cp > 1.33$) and process capability parameters ($Cpk > 1.33$) are met. These parameters are documented in control charts which are either manually completed or by a statistical process control. They are verified during an on-going production.

There is the possibility for IAC to view the verification on demand.

If the parameters of the process capability are not achieved, all possibilities of process optimizing have to be implemented and suitable test procedures have to be applied, in order to achieve the quality goal.

Until the verification of the process capability takes place, the supplier has to take the opportunity of a special test measurement, to avoid delivery of defective parts. (ie. 100% inspection)

3.4.7 Capacity Verification (Run & Rate)

Prior to the release of the suppliers production process, a full capacity verification needs to be successfully performed (example: 300 parts or 3 hours length of time, run@rate, 2 day production), whereas the process capability for all determined criteria has to be confirmed. Arrangements regarding modifications (amount, length of time) can only be made in agreement with the customer. IAC reserves the right to witness such capacity verification events at the suppliers manufacturing location.

3.4.8 Launch Containment

The supplier is committed to an additional 100% check at launch either during the first 30 production days or until the first 3 shipments have been supplied error-free.

3.4.9 Test Planning

The manufacturer has to provide detailed test plans for incoming inspection, parts production, assembly, exit testing, and material testing.

All important parts characteristics have to be included in the drawings and technical documents of the test plan. Unless agreed otherwise, if parts related measuring devices are required, the supplier is responsible to acquire these. The measuring devices have to be available before series start-up.

3.5 Sampling

3.5.1 Definition

Initial Samples are parts that are completed and manufactured with serial equipment and within serial pre-requisites. All other parts such as small samples, samples from pre-production tools, samples series tools, which were not manufactured within series pre-requisites, have to be labeled accordingly and they do not replace the official initial samples.

The initial sample test is made to release the series production, if all dimensional, material and functional criteria agreed upon according to drawings and specification is met between IACG and supplier.

3.5.2 Product Validation (PPAP/EMPB)

The initial samples are sent to the Quality Department of the affected IAC production site(s), together with the completed initial sample test reports.

The initial sample is necessary for:

- New or changed parts / materials
- Changed (sub) supplier
- Changed specification
- Changed production conditions / process changes
- A prolonged discontinuation of production (longer than one year)

In particular relocation of production of any kind has to be announced to the IACG purchasing department prior to its execution. A formal agreement of relocation in writing shall be obtained by the supplier as described in section 3.7.2.

A proper identification of the first 3 consecutive deliveries has to be made on the packaging and the delivery note. The special nature of the deliveries has to be announced to the appropriate IAC logistics department.

Following quantities are to be supplied as initial samples:

- Purchased parts: 5 parts per design and cavity
- Fabric, film, carpets ca. 20 running meters
- Stamped pre-cut parts : 20 pre-cut parts resp. ca 6 m² area

IAC obtains initial samples free of charge – new initial sampling incurred by the supplier will be charged.

If parts do not correspond to drawings and specifications, the production process has to be corrected and new initial samples have to be introduced.

Exception: IAC agrees to a drawing correction/ specification change which would lead to an order change. All consultations that influence the measuring and test results, need to be made in writing and have to be attached to the test report.

If PPAP/EMPB was not passed due to incorrect sample parts the contractor has to issue a corrective measure plan in writing including a prospective final date and the responsible person per measurement in arrangement with the client. Furthermore a date for a new PPAP/EMPB has to be agreed upon in writing.

For every rejected PPAP/EMPB which has to be re-evaluated due to faulty sample parts, incomplete or missing documentation, the supplier may be charged with costs incurred due to additional resources, working hours, travel or supply delays to the customer.

IAC reserves the right to withhold final Supplier PPAP/EMPB approval until IAC's final customer approval has been achieved. Payments of tooling and other relevant costs will follow the same process based on the "payment on PPAP" principle, unless other payment terms have been agreed upon with IAC Purchasing.

The initial sampling is to be submitted in line with IAC requirements, either to VDA edition 2 including VDA page „Content of Purchased Parts“ or according to AIAG PPAP 4th Edition. Unless there are other directions from IACG, PPAP is to be submitted according to Submission Level 3.

3.5.3 IMDS/REACH compliance

The supplier is committed to enter the material data of the initial sampling PPAP into the international materials data bank **IMDS** (www.mdssystem.com) or any other customer defined system, at least 1 month prior to the PPAP. The supplier commits to obtain the same from his own supply base. Complete and error free IMDS data submission is a mandatory requirement for PPAP/EMPB approval.

The supplier shall ensure that all used materials and supplied components comply with EU REACH regulations (http://ec.europa.eu/environment/chemicals/reach/reach_intro.htm).

3.5.4 Master Samples/Boundary Samples/Reference Samples

Master Samples

The Master samples specified in the documentation regarding color, grain, paint and other are binding. They are the reference for specification of surfaces. All master samples have to be principally protected from environmental influences.

Boundary Samples

Deviations to above mentioned master samples are determined and registered by Quality representatives from the receiving IAC plant through boundary samples.

Reference Samples

The reference sample is the initial sample which was released from IAC.

If the prototype status of the part deviates dimensionally or on the surface from the technical documents, IACG has to provide a written agreement for the deviation. Is the part released and limited by piece number, the prototype status is documented with a reference sample.

3.6 Production follow up and monitoring

3.6.1 Test Equipment

The supplier has to ensure that the test equipment is inspected regularly and the results are documented. The test has to be according to current technology standards (such as VDI, VDE DIN/ISO 10012 Part 1 or similar.)

Test equipment capability has to be verified before usage. (reference: AIAG MSA Reference Manual).

3.6.2 Tests

The supplier has to ensure by using systematical quality assurance measurements that all products meet the requirements of the drawing and specification.

Quality assurance measurements as such are:

- Incoming Inspections
- Process Parameter Control
- **Statistical Process Control (SPC)**
- 100 % test of non capable processes
- Material tests/Life cycle tests
- Audits etc.

The selection of the necessary measurements are according to manufacturing requirements and product.

3.6.3 Preventive Maintenance

The supplier ensures by preventive maintenance (according to VDI 2890) that tools, equipment and installations used are operating and ready for use at any time.

Unless otherwise stipulated in writing, the tool maintainance is included in the piece price and cannot be claimed separately. This applies for IAC tools as well.

3.7 Product Quality Assurance

3.7.1 Quality and Delivery Problem Notification

If there are production failures, or events that could lead to quality loss, delivery scheduling problems, or problems with the quantity of the ordered products or investment goods, the supplier has to disclose (orally or in writing) all problems immediately.

The supplier has to take measures, to guarantee e.g.:

- minimum inventory level
- alternative production site
- alternative delivery source for pre-material
- contingency plan

3.7.2 Product & Process & Location Changes

Where the supplier wishes to make changes to product, process or production location, it is mandatory that an approved Supplier Change Request has been obtained from the responsible IAC purchasing contact. Any requests shall be issued at least 90 days prior to the proposed start of change date. The latest version of the Supplier Change Request can be found on www.iacgroup.eu under the supplier section.

3.7.3 Problem Solving

Communication

In the event that suspected material has been detected or IAC delivery requirements cannot be fulfilled, IACG will issue a Defective Material Notice (DMN). The supplier shall respond to this claim within 24 hours. The response shall include either a signed DMN for acceptance of the claim together with planned containment actions or alternatively refusal including robust evidence.

Containment

Where the supplier has accepted the claim, he shall organise appropriate containment actions for all material in the entire supply chain. IACG reserves the right to call upon a 3rd party rework company at the suppliers' expense, if the supplier fails to respond within the 24 hour window. These containment actions may include deliveries for which the supplier has already managed to ensure that no defect product is included.

Corrective & Preventive Actions

Based on claim acceptance, the supplier shall present a full corrective action plan including preventive actions and realistic implementation timing and this within 10 working days. The IAC preferred format for corrective action plans is the Global 8D format.

Costs incurred (Chargeback)

All internal and external costs incurred due to a justified supplier claim are recorded and will be billed to the suppliers' account.

These costs may include, but are not limited to, administrative charges, rework/scrap labour charges, additional testing, premium freight, down times as well as any potential customer charges received by IAC. Please consult your IAC purchasing contact to obtain the local administrative charges that may apply.

3.7.4 Accumulative Scrap

IACG gathers accrued accumulative scrap of defective sub-contractor material daily. Upon failure assignment and supplier agreement the parts/material will be scrapped. Samples will be made available to the supplier for analysis purposes. Test reports will be issued according to quantity either weekly or monthly. The cost for accumulative scrap contains: processing, handling-, material- and scrapping fees will be processed and billed to the supplier.

3.8 Vendor Evaluation

IACG continually evaluates the quality and delivery reliability of the products delivered. The entire delivery evaluation serves as a control and correction tool of the quality performance of the supplier. On new order placement, the vendor evaluation is taken into consideration.

Vendor evaluation cards are not automatically distributed to the supply base but can be received upon request.

3.9 Documentation

3.9.1 Annual part requalification (Annual layout)

The supplier shall conduct an annual review of the Product validation documents, commencing 1 year after initial submission. Documents are to review for current applicability and updated as necessary regardless of the supplier's business relationship (i.e. customer directed) with IACG's customer. PSW's shall be entered into the organization's PPAP files after successful completion of the review and made available to IACG upon request.

3.9.2 Record Retention

All product and/or material relevant documentation are to be retained for at least **5 years** after ending of the product lifecycle.

All records of product conformity which contain legal and/or contractual security-relevant characteristics shall be retained for a minimum period of **15 years** after ending of the product lifecycle in a secure & safe manner.

All records shall be made available for review by IACG upon request.

3.10 Shipment and Labeling

3.10.1 Labeling of Products

If there is a label specified in the drawing or in the delivery guideline, they have to be marked securely on the parts.

Rolls and plates: the batch tracking has to be possible e.g. by a double-sided print of the batch track. On first series shipment of new or changed parts/material all packing units have to be marked with „**New/Changed Parts/Material**“.

3.10.2 Packing and Shipment

By default, the supplier has the responsibility to ensure that packaging is contractual agreed with IACG.

The supplier has to select the packing, so that the packing cost and the transport cost are economically optimized and the material is protected during transport or storage.

If there are no further written contract agreements the supplier has to pack the material at his own expense. The supplier carries all cost for an appropriate transport container.

Initially, the supplier has to use returnable packaging. Only recyclable materials are allowed to be used as packing material.

Every container and each packing unit has to be labeled according to IACG requirement, thus the incoming inspection can be made by barcode.

The supplier commits to sending recyclable packaging back at his own expense.

On each packaging unit a VDA tag 4903 (with barcode) is applied: The tag and the delivery note have to contain the following information:

- Supplier Name
- Description
- IACG part number *)
- Delivery Note Number
- Delivery Note Date
- Quantity/piece number *)
- Batch number/Production Date *)

*)= in addition as a Barcode

IACG determines further additional labeling of parts, container, or deliveries as required. Special notes regarding handling of goods (example: FRAGILE, or „Storage Upside Only) are necessary. Auxiliary material (glue, primer, activator or other...) a storage life label and storage temperature has to be applied.

3.11 Test Certification and Incoming Inspection

At incoming inspection IACG carries out an inspection regarding identity, quantity and transport damage. Quality inspections are carried out randomly, sampling according to a skip-lot system. Identified defects will be notified immediately. The supplier accepts identified open and masked failure.

Material test certification /release test certification, if agreed upon are to be submitted to the authorized Quality incoming inspection on delivery of the material, or in advance by fax.

3.12 Supplier On-Site Product & Process Verifications

IACG and its customers reserve the right to visit the supplier on-site at any point in time to verify that both process and product requirements are adhered to. During these visits the supplier shall provide access to these area's where IACG's and their customer's processes are located and corresponding product is manufactured.

4 Material Warranty conditions

The IACG customers warranty conditions apply for the material delivered to IAC, unless otherwise agreed in the purchase agreement between IAC and the supplier.

5 Reference Documentation

5.1 Manuals and Standards

The requirements of the following standards and guidelines are to be met, even though they are explicitly illustrated in the Quality Guidelines.

- AIAG QS-9000 reference handbooks
- VDA-editions „Quality Management in the Autoindustry“ edition 1-9
- ISO 9000 „Quality Management Systems and Quality Assurance Norms“

- ISO/TS16949 requirements to QM Systems, latest release

5.2 Sources

- Carwin Continuous Ltd. Unit 1 Trade Link, Western Ave, West Thurrock, Grays, Essex, England (QS-9000 and appropriate handbooks (PPAP, APQP etc.)
- Union of the German Autoindustry e. V. (VDA), Westendstr. 61, 60325 Frankfurt/Main
- Beuth-Verlag, Burggrafenstraße, 10787 Berlin (DGQ-, VDI-, DIN-Regulation)

Legend

| Index | Description of Change | Issued by | Date | Controlled and released |
|-------|--|------------|------------|-------------------------|
| 001 | Completely updated and adjusted to QS9000/VDA requirement | Haller | 12.11.1997 | Ringshandl Kiaulehn |
| 002 | Individual areas updated and adjusted to QS9000/VDA requirements | Haller | 15.01.98 | Ringshandl Kiaulehn |
| 003 | Evaluation for maintenance - removed Evaluation - updated Release on site added Attachment - removed | Haller | 5.1.2000 | Kiaulehn Haller |
| 004 | ISO/TS16949 added IMDS added, warranty - added | Haller | 27.05.2001 | Gurland Schmid |
| 005 | Advice to observe Security and Environment regulation - added | Schmid | 16.05.2002 | Gurland Schmid |
| 006 | miscellaneous adjustments | Schmid | 04.12.2002 | Gurland Schmid |
| 007 | Adjusted to IPD, IMDS and Euro | Schmid | 07.04.2004 | Zöschg Schmid |
| 008 | Chapter 3.7.3 modified (additional work of each plant added) | Schmid | 21.04.2005 | Zöschg Schmid |
| 009 | Some sections completely revised | Schmid | 29.07.2005 | Schmid Fricke |
| 010 | Special characteristics added | Schmid | 09.08.2007 | Schmid |
| 011 | QS 9000 afar and Level 3 for PPAP modified | Schmid | 29.10.2007 | Schmid Daenen |
| 012 | 3.10.2 revised | Horstmann | 14.12.2007 | Daenen |
| 013 | 3.9.2 and 4 added | Hautvast | 12.09.2008 | Daenen |
| 014 | Added REACH requirements Added part requalification requirements General revision of terms and wording -Revised Product Quality Planning -Revised Record Retention section -Revised Problem Solving section -Revised Supplier Performance section - Changed Quality discussion to Component Review - Revised wording of section 3.12 | Daenen | 25.03.2009 | Schleip Daenen |
| 015 | Changed wording in sections 3.3.1, 3.3.2, 3.3.4, 3.4.9 Modified formatting | v.d.Schalk | 15.04.2009 | Daenen |
| 016 | Added definition of High impact suppliers in section 3.4 Updated Supplier Change Requirements in section 3.7.2 | Daenen | 01/07/2010 | Daenen |