

PBS Turbo

FK 0513

Quality requirements for suppliers - PBST

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The supplier shall agree to these minimum requirements by signing this page and sending to [pbst\\_purchase@pbsturbo.eu](mailto:pbst_purchase@pbsturbo.eu) not later than five working days after receipt.  
 (Signed once a time at the beginning of the supply relationship)

	<b>Supplier consent</b>	Date: _____
	Signature: _____	
	Company stamp: _____	

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Changes – see history of changes



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## Release table

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## Change history

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# PBS Turbo

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## 1 General section

### 1.1 Background information

MAN Energy Solutions SE produces large diesel engines, power plants, marine propulsion systems, exhaust turbochargers, gearboxes, propellers and the associated electronic safety and control systems in a global company network. The parts in these products and/or the products themselves are produced using state-of-the-art production and assembly processes within a very short production time.

This production and assembly is based on the extremely precise timing of the delivery of parts which always comply with drawings and specifications. A full technical incoming goods inspection of the parts provided by the suppliers shall no longer be performed in the production and assembly plants of MAN Energy Solutions SE.

Any delays which occur as a result of the delivery of components not being on time or the delivery of defective parts can therefore quickly lead to significant delays in production and assembly. This must be prevented in any event, otherwise it can result in delays in delivery, customer dissatisfaction and significant penalties.

**For this reason, all suppliers - as partners of the MAN Energy Solutions SE / PBS Turbo supply chain - must always ensure, in the long term, the on-time delivery of parts, which fully comply with specifications.**

### 1.2 Scope of applicability

These General Quality Conditions shall apply to all deliveries made to PBS Turbo and must be complied with by all suppliers worldwide.

### 1.3 Requirements for suppliers

PBS Turbo (PBST) shall enter into a partnership with the supplier. The quality requirements for this should therefore clearly present the binding framework conditions for deliveries/services before the initial commissioning.

- ! Supplier approval requires the acceptance of the following minimum quality requirements.

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### 1.4 Minimum requirements for order approval

The supplier must comply with the purchase order specifications, all the requirements and specifications associated with the purchase order set out in the applicable documents, as well as with the legal provisions. The supplier shall have implemented a quality management system (e.g. ČSN EN ISO 9001) and, following a successful PBS Turbo approval process, shall receive order approval.

#### 1.4.1 REACH Regulation

The supplier is obliged to strive to ensure maximum protection of the environment. The supplier undertakes to comply with all the requirements of the current REACH Regulation (Regulation (EC) No 1907/2006).

These include, in particular:

- Fulfilling registration obligations on time,
- Querying identified uses three months in advance,
- Complying with substance limitations,
- Complying with information obligations (Title IV REACH), e.g.:
  - Delivery of safety data sheets
  - Information about SVHC substances in products

The supplier is aware that for substances SVHC (Substances of Very High Concern / List of substances rising extraordinary concern according to the criteria of article 57 of the Regulation REACH) in the products a relevant system on the candidate list in accord with Annex XIV of the REACH must be continuously kept. If, by updating the REACH Regulation, changes need to be made in the supplier's production, which concern PBST, the supplier, shall contact PBST immediately in writing.

#### 1.4.2 RoHS, WEEE

The supplier hereby confirms that all supplied components correspond to the specifications and restrictions of the current versions of the European Directives RoHS (RL 2011/65/EU) and WEEE (RL 2012/19/EU) and with any national legal implementations.

#### 1.4.3 Secrecy clause

All information and technical details made known to the supplier as a result of contact or a supply relationship with PBST shall be treated confidentially towards any third parties, at all times, including before an existing supply relationship commences and after it ends. PBST Purchasing shall request an appropriate statement to this effect.

#### 1.4.4 Ambiguities in the order

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Any lack of clarity in the order shall be agreed by the supplier via PBST Purchasing before the start of production!  
 ⇒ Any resulting binding statements/facts shall be documented.



#### 1.4.5 Auditing

The supplier shall grant PBST the right to perform audits at its premises and to take part in production tests. After previous corresponding announcement and coordination, the PBST employees shall gain access to the relevant production facilities of the supplier or sub-suppliers commissioned by the latter.

### 1.5 Special requirements for delivery to PBS Turbo plant

#### 1.5.1 Quality assurance measures required from PBST

The supplier is responsible for ensuring compliance with the applicable purchase orders and regulations, i.e. the following are binding:

- All the required quality assurance measures;
- Ensuring all processing takes place within stable processes (in accordance with ISO 9001 or comparable)
- Clear Production processes (planning, implementation and documentation);
- Outgoing goods inspections (performance and documentation of results);
- Exclusion of all components that are defective or deviate from the specifications
- Packaging and preservation which guarantees protection of the components and meets transport requirements.

#### 1.5.2 Regulations and standards

In case of deliveries for marine industry, such requirements shall be contained in the text of the order.

Note:

If applicable in a given case, the supplier shall assume producer responsibility for components for marine applications, (Project 4 XXX XXX) the supplier shall comply with the "Rules & Regulations" of the responsible ship classification companies as well as other specifications (e.g. SOLAS, IMO) and in case of obligation of classified acceptance, he shall inform and commission the classification company.

If applicable, the supplier shall carry out a conformity assessment for components and demonstrate conformity with the EC directives vis-a-vis the party placing the order by means of a suitable document (projects for power plants 5 XXX XXX). PBST shall be granted the right to inspect or ask to see, at any time, internal producer documentation and any risk assessments (where the EC directives require this for the scope of services). The supplier shall hand over the required technical documentation to PBST.

If the delivery of part of the delivery pertains to the directive for pressure vessels, the AD 2000 or norms harmonizes for pressure vessels shall be used respectively.



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### 2 Delivery to PBS Turbo plant

#### 2.1 Forward quality planning

Effective quality planning by the supplier before the start of production is the basis for producing parts corresponding to the specifications and standards for the permanent improvement of products and processes in accordance to ISO 9001 or comparable.

For this reason, the supplier must prepare a preliminary plan of tests and inspections - forward quality plan (FQP) for all products ordered by PBS Turbo during the preparation of its first internal work order processes. The FQP must be continuously updated and improved by the supplier during normal serial production.

The FQP must show which test and/or inspection steps are planned at which stage of product development at the supplier or at its sub-suppliers. The FQP must indicate whether the individual test/inspection step is a "HOLD point" (production is stopped until the test/inspection step is complete), or if only a subsequent review of the test results - "REVIEW point" - is to be carried out (the results of the test/inspection steps are checked without stopping production). If tests/inspections are supervised by departments which are independent from production (e.g. quality department of the supplier) or by a third party, this shall be indicated as a "WITNESS point"/ independent inspection step in the FQP.

Finally, the supplier must list in the FQP all features of the tests/inspections in the final, mandatory end of line inspection (EOLI).

As part of the initial sample test process, the supplier shall, without being asked to do so, submit the FQP, together with the initial sample test report, to the quality department at PBS Turbo for inspection.

At the request of PBS Turbo, additional tests/inspections shall be recorded in the FQP by the supplier.

If PBS Turbo has not ordered an initial sample, the FQP shall be archived at the supplier and made available to PBS Turbo upon request.

By handing over or archiving the FQP in-house, the supplier is declaring it has frozen its production process.

The supplier shall remain fully responsible for the quality of all deliveries (i.e. meeting in full – 100% the agreed specifications of PBS Turbo) even if the FQP is inspected by PBS Turbo.

A detailed test plan shall always be expected, whereby the special features should be taken into account. The testing plans on the workshop level shall be recorded in a test plan.

PBST reserves the right to be able to see, at any time, the critical features.

**If, as part of the subsequent series delivery, changes need to be made to the FQP, these shall be agreed with PBS Turbo and the modified FQP handed over by the supplier to PBS Turbo.**

#### 2.2 Approval for series deliveries

Before approving series deliveries, the supplier shall deliver an initial sample with an initial sample test report in accordance with the PBST quality guideline Q 10.09012-4503, if this is demanded in the purchase order.

If process capability requirements are required in the purchase order in Accord with the quality guideline Q10.09012-4504, the process control plan using the form FK 0573 and a measuring system analysis for the



special features must be provided to PBST before the start of production of the initial samples. Initial samples must always be produced under series conditions and using serial tools.

If required, the investigation for short-term capability must be presented together with the initial sample documentation.

### 2.3 Ensuring process stability

If process capability requirements are required in the purchase order in accordance with the quality guideline Q10.09012-4504, the characteristic values for short-term and long-term capability for the special features must be provided to PBST. The supplier undertakes to keep the production process within the specified minimum capability characteristic values.

Before the supplier introduces any optimization measures or other changes which influence the specifications provided by PBS Turbo to the frozen production processes, the supplier must analyze the intended measures very critically with regard to potential negative impacts on the quality of the products delivered. This analysis must be documented in writing in the changed process together with the point at which the measure will be used and (if this is present on the product) the identification mark of the first products produced. The supplier shall provide PBS Turbo with this analysis.

If PBS Turbo establishes a risk that the measure could worsen the situation, it must not be implemented.

### 2.4 Obligation to perform an end of line inspection (EOLI) at the supplier

The supplier undertakes to perform an end of line inspection (EOLI) on each delivery lot before delivery according to the scope of inspections specified in the FQP. The results of the EOLI shall be documented. Upon a request this shall be handed over to PBST. Certificate on the end of line inspection shall be confirmed by means of the handwritten signature of the person on the supplier's side responsible for quality.

The test certificates shall be archived at the supplier for at least 10 years after delivery and made available to PBS Turbo without delay upon request.



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### 2.5 Restricted incoming goods inspection at PBS Turbo

The incoming goods inspection at PBS Turbo is restricted to transport damage visible from the outside and to establishing compliance with the quantity and identity of the ordered products.

The supplier in this respect waives the objections of late complaint in relation to amount.

The supplier undertakes to orientate its quality management/assurance process to this fact.

### 2.6 Processing of defective products

**The procedure for processing parts which have deviations and may impact the subsequent deliveries are described in the MAN Energy Solutions / PBST guideline FK 0911.**

### 2.7 Immediate measures for quality problems, insurance cover

If there is a risk of production and/or assembly delays or production downtimes at PBS Turbo due to the delivery of products not corresponding to specifications, the supplier must - in agreement with PBS Turbo - provide an immediate remedy through suitable immediate measures carried out by the supplier (replacement delivery, sorting work at the supplier's or at PBS Turbo warehouse; if necessary by independent third parties, night or weekend shifts, etc.).

It is highly recommended that the supplier take out insurance which covers any claims for compensation arising from the deliveries of non-conforming parts.

### 2.8 Further quality agreements

For specific purchase parts, in particular for plant accessories which are delivered by the supplier directly to the installation site at the plant or to the shipyard, PBS Turbo shall conclude detailed quality agreements with the supplier.

### 3 Deliveries via direct shipment

#### 3.1 Defective delivery

- !** Defective deliveries identified by PBS Turbo when goods are received, during commissioning or within the warranty period shall not be accepted.
- ⇒ PBST shall make a complaint and request a response with suitable measures to rectify the defect.

The supplier shall without delay, and no later than three working days after receiving the notification of complaint, issue a response in writing and provide its solution. Furthermore, the supplier shall inform PBST how defective deliveries will be avoided in the future.

Irrespective of the above, all further measures taken by and rights of PBST shall remain unaffected.

The supplier shall assume producer responsibility, i.e. it shall evaluate the conformity of the order demands and the applicable valid EC and local legislation.

PBST shall be granted the right to inspect or ask to see, at any time, internal producer documentation and any risk assessments (where the EC directives require this for the scope of services).

The supplier shall hand over the required technical documentation to PBST. If to the given content of the delivery or to the parts from the delivery applies the EU directive for pressures vessels, the AD 2000 shall be used.

#### 3.2 Quality documentation

For components subject to obligatory monitoring from a quality point of view, PBST shall demand the quality documentation. In case of deliveries for marine applications, quality demands as per Q10.09028-2103 shall be required. Such requirements shall be contained in the text of the order.

This Directive shall be handed over to you upon request.

Apart from this directive also a required certificate shall be always supplied to PBST Quality department.

- !** The order shall only be deemed fulfilled if PBS Turbo (Power Quality department) has received the required complete and accurate documentation on time.

PBST shall perform a quality assessment of the deliveries. Based on this evaluation, quality points are awarded which are then considered as importing criterion for evaluation of the delivery and thus decisive for the further consideration in follow-up orders.



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### 3.3 Final provisions

The supplier's responsibility for ensuring the products it delivers are free from defects shall not be limited by these General Quality Conditions. Where PBS Turbo must meet quality specifications which go beyond those set out in these General Quality Conditions vis-a-vis its customers, the supplier undertakes to check these requirements and approve these provided there are no compelling reasons not to do so. Should one or more of the above provisions be or become invalid, the effectiveness of remaining provisions of these General Quality Conditions shall remain unaffected. The contracting parties undertake to act in accordance with the objective of these General Quality Conditions and to agree on a legally permissible replacement provision that most closely approximates to the economic purpose of the ineffective provision. This also applies to filling any loopholes in these General Quality Conditions. Additional verbal agreements have not been concluded. Amendments and additions to these General Quality Conditions shall be effected in writing in order to become legally valid. This shall also apply to changes and amendments of this written form clause.

The governing laws are the laws of the Czech Republic. The use of the provisions of the "UN Convention on Contracts for the International Sale of Goods" is excluded. The place of performance is Velká Bíteš; if the order specifies another destination, this place will be deemed to be the place of performance. All disputes arising out of the legal relations between PBST and the supplier and in connection therewith, shall be finally resolved by the Arbitration Court at the Chamber of Commerce of the Czech Republic and the Agrarian Chamber of the Czech Republic in accordance with its Rules and Rules by three arbitrators appointed by the President of the Arbitration Court. The place of arbitration is Brno.