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General Quality Requirements

1. Purpose and Scope

This document sets out the requirements of the ToMaC Group of Companies: Milan Tomaškovič – ToMaC, Tomaškovič – ToMaC s.r.o. and ToMaC s.r.o., hereinafter referred to as “ToMaC”, for the Supplier’s quality management system and for ensuring the quality of deliveries. The Supplier bears full responsibility, without exception, for the quality of the products or services it supplies. ToMaC expects close cooperation focused on the prevention of nonconformities, quality planning at all stages of the project, and continuous compliance with specified procedures and agreed principles. This includes the Four Zeros programme: zero breakdowns, zero defects, zero accidents or injuries, and zero contamination from dust and dirt.

The provisions of this document apply to all ToMaC suppliers without exception.

Any additional ToMaC requirements beyond the scope of this manual shall be communicated to the Supplier as “Specific Quality Requirements”.

2. Quality Management System Requirements

Suppliers of subcontracted manufacturing operations shall maintain a quality management system certified to the current edition of ISO 9001, as evidenced by a valid certificate issued by an accredited certification body.

Suppliers of materials and components for the series production and automotive operations of Tomaškovič – ToMaC s.r.o. shall maintain a quality management system certified to the current edition of IATF 16949, as evidenced by a valid certificate.

Where a supplier of a main component does not hold IATF 16949 certification, it shall hold ISO 9001 certification and complete the self-assessment questionnaire provided by ToMaC.

Where a supplier that holds neither IATF 16949 nor ISO 9001 certification is included in the supplier list, its products shall be subject to 100% inspection by ToMaC. An exception for such a supplier may be authorised only by RIA, VRIA or ERIA. An addendum to these General Quality Requirements shall be agreed with the supplier concerned.

The Supplier shall identify, continuously monitor and comply with all applicable statutory, regulatory, customer-specific and special requirements communicated by ToMaC. Depending on the nature of the supply, these include, in particular, IATF 16949 requirements, the relevant VDA and AIAG publications, end-customer requirements, and requirements concerning product safety, conformity and information security. The Supplier shall maintain an up-to-date register of these requirements, assess changes and, upon request, provide evidence of their implementation.

3. Delivery Quality Requirements

The Supplier shall ensure that all deliveries comply with the agreed specification, technical documentation, purchase order and applicable standards (STN, EN, ISO, etc.). Supplied products shall be new, free from defects, safe and fit for their intended purpose. Each delivery shall be accompanied by the relevant documents, such as a delivery note, quality certificate or inspection report, and shall allow the materials used to be traced. The Supplier is responsible for final quality inspection and shall respond to complaints without delay and implement corrective actions at its own expense. Any change to production, materials or sub-suppliers that may affect product quality shall be notified to ToMaC in advance.

Where a technical specification, drawing, purchase order or control plan requires a test report, material certificate or other evidence of conformity, the document shall be unambiguously linked to the specific production or test batch and shall contain the required actual test and inspection results.

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4. Contact Persons

Both the Supplier and ToMaC shall designate contact persons responsible for quality, production, logistics, sales and purchasing.

Both parties shall maintain written contact details for their Product Safety and Conformity Representative (PSCR).

Where the Supplier supplies products or performs processes that affect product safety or conformity, it shall appoint, in writing, a suitably qualified Product Safety and Conformity Representative (PSCR) and a deputy. The PSCR shall have appropriate authority, in particular to stop production or shipment, block suspect products, initiate escalation and notify ToMaC without delay. The Supplier shall ensure the necessary qualifications, deputy cover and regular training for the PSCR.

Each party shall notify the other party without delay of any changes to its designated contact persons, including their names, positions, telephone numbers and email addresses.

5. Identification and Traceability

Materials, semi-finished products, components and finished products shall be clearly identified to prevent any mix-up or unintended mixing and to ensure traceability. The Supplier is fully responsible for ensuring that the supplied material is suitably packed in accordance with the approved packaging specification, with reference to photographic documentation, to prevent damage during transport and handling. Each delivery shall include the ToMaC purchase order number(s) and the relevant supporting documents, such as a material certificate, certificate of conformity, safety data sheet (SDS) for chemical products, CMR consignment note, waybill, customs clearance confirmation, warranty certificate or technical documentation.

Any planned change to the product, material, composition, manufacturing or inspection process, parameters, tooling, equipment, software, manufacturing site, packaging or sub-supplier that may affect product quality, safety, conformity, function, service life or traceability shall be notified to ToMaC in writing and approved by ToMaC before implementation. Where a new approval submission is required, the Supplier shall carry out PPF/PPA in accordance with VDA 2 or PPAP in accordance with AIAG and obtain approval before commencing series deliveries.

6. Zero-Defect Strategy

The Supplier commits to the zero-defect strategy. Throughout the manufacturing process, the Supplier shall maintain a system of inspections and preventive measures covering all stages, from incoming material inspection through individual production operations to shipment of finished products. Records of these inspections shall be retained for **three years after the end of the project life cycle** and made available to ToMaC upon request, particularly where evidence is required to investigate field complaints. For safety-related parts, records shall be retained for 15 years after the end of series production.

Documented information and records shall be controlled in accordance with the current edition of VDA Volume 1, "Documented Information and Retention", and applicable customer and legal requirements. Records shall remain legible, clearly identifiable, protected against unauthorised alteration, loss or destruction, and retrievable within a reasonable time. The retention periods stated above are minimum periods; any longer statutory or customer-specified period shall take precedence. Records relating to an open complaint, safety incident, recall or official proceeding shall not be disposed of.

7. Supplier Evaluation

The Supplier shall be evaluated on an ongoing basis against defined criteria. If the Supplier receives a **"B"** rating, it shall be issued with an evaluation report requiring corrective actions to be adopted and implemented to address the identified deficiencies. If the Supplier receives a **"C"** rating, **ToMaC reserves the right to conduct a supplier audit within three months** of the rating being assigned.

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Irrespective of the outcome of the regular evaluation, ToMaC, the end customer or a party authorised by either of them shall be entitled to conduct a system, process, product, D/TLD or information security audit at the Supplier's premises within a reasonable scope and, by prior agreement, at the premises of its relevant sub-suppliers. The Supplier shall provide the necessary cooperation and access to relevant processes and records and ensure that findings are addressed in a timely manner. Where there is a serious risk to product safety, conformity or continuity of supply, an audit may be conducted without the standard notice period.

Supplier evaluation is based on the following criteria:

- **delivery reliability** (compliance with delivery dates and quantities);
- **commercial cooperation** (pricing, flexibility, response time, etc.);
- **quality management system** (certification level);
- **delivery quality** (PPM: the number of defective parts per million parts delivered).

8. First-In, First-Out (FIFO)

The Supplier shall apply the First-In, First-Out (FIFO) principle throughout production and storage and provide evidence of compliance upon request.

9. Initial Sample Submission and Approval

The Supplier shall submit the initial sample approval documentation, including a signed cover sheet or Part Submission Warrant (PSW), together with the samples and complete supporting data. Initial sample approval shall be carried out in accordance with the current VDA 2 or PPAP requirements, as specified by ToMaC. The ToMaC Quality Department shall review the submission and, if it is complete and satisfactory, return the signed cover sheet to the Supplier without undue delay as confirmation of approval. If discrepancies or errors are identified, the Quality Department shall work with the Supplier to complete, amend and correct the submission in order to achieve approval.

In the event of any changes to production, materials used, sub-suppliers, production tooling or processes, the Supplier shall submit new samples and obtain renewed approval in accordance with VDA 2 or PPAP requirements.

The Supplier shall carry out product and process requalification to the scope and frequency specified by ToMaC or the end customer. For products with D/TLD or similarly designated safety-related, statutory or special characteristics, full requalification shall be performed at least once every 12 months, unless the customer specifies otherwise. The results shall cover all applicable characteristics and shall be submitted to ToMaC upon request.

10. Complaint Handling

If ToMaC's incoming inspection identifies missing parts or discrepancies against the delivery note and the invoice has been issued for a quantity greater than that actually delivered, the responsible ToMaC representative shall promptly notify the Supplier of the missing quantities for each line item and request a corrected invoice showing the correct quantities. The corrected invoice may retain the original invoice number and date, with only the invoiced quantities amended. If the shipment has not yet been invoiced, the responsible ToMaC representative shall promptly notify the Supplier of the quantities missing against the delivery note and request a corrected delivery note before the invoice is issued.

Any deviation from the technical specifications, product requirements or approved reference samples shall be treated as a nonconformity and notified to the Supplier without delay.

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Complaint handling procedure:

- Nonconforming parts (NOK products) are identified during incoming inspection or subsequent processing at ToMaC.
- The defects are reported to the Supplier through a formal complaint report.
- ToMaC shall segregate the NOK parts in a quarantine area or another designated location. The parts shall be colour-coded and recorded, with quantities maintained separately for each line item.
- Collection of the NOK parts shall be arranged by mutual agreement between the Supplier and ToMaC. The items on the delivery note issued by ToMaC shall be identified as NOK or, where applicable, with an R-code (complaint). Each line item shall reference the original delivery note under which the products were supplied.

A complaint concerns a nonconformity requiring one of the following remedies:

- product replacement (replacement delivery);
- product sorting;
- product repair; or
- financial compensation or a credit note.

The Supplier shall bear the full cost of all such remedies.

Within 24 hours of receiving a complaint, the Supplier shall submit an 8D report covering the immediate containment actions, completed at least through D3, including the problem definition and identification of containment actions. Within ten (10) working days of receiving the complaint, the Supplier shall complete the report through D5, including identification of the root cause and adoption of permanent corrective actions. The complete 8D report through D8, including verification of effectiveness and closure of the complaint, shall be submitted no later than thirty (30) working days after receipt of the complaint, unless otherwise agreed by the parties.

If a nonconformity is suspected of affecting product safety or compliance with statutory or customer requirements, the Supplier shall immediately stop shipment, identify and block the affected batches, and notify ToMaC and its PSCR without undue delay, and in any event within 24 hours of detection. The notification shall include, as a minimum, identification of the product and affected batches, the extent of the risk, the status of products already delivered and the immediate containment actions taken. The Supplier shall not wait for full confirmation of the root cause where there is a reasonable concern regarding safety or compliance.

10.1 Supplier Responsibility

The Supplier shall assume full responsibility for quality in accordance with ToMaC's quality assurance requirements, including responsibility for the quality of its sub-suppliers. It shall also require its own suppliers to comply with principles and requirements equivalent to those set out in this document. The Supplier shall be notified of all demonstrably incurred costs associated with the delivery of nonconforming materials or components. Liability for these costs and the arrangements for their reimbursement shall be mutually agreed and approved by both parties.

The Supplier shall demonstrably flow down all applicable technical, quality, safety, D/TLD, traceability, record retention and information security requirements to its sub-suppliers and outsourced processes. This does not relieve the Supplier of its responsibility for the conformity of deliveries. The Supplier shall assess the performance and risks of its sub-suppliers as appropriate and, upon request, provide ToMaC with evidence of their approval, monitoring and the effectiveness of actions taken.

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11. Approval of Deviations (Concessions)

If the Supplier identifies a product nonconformity against the applicable drawings during its inspection activities, it shall notify the ToMaC Quality Department or ToMaC management without delay in writing, by email. Delivery of parts that do not meet the specification may be authorised only following approval of a deviation request.

Any deviation approval shall always be limited to a specified quantity of parts or a defined delivery period. No product with a deviation shall be delivered without ToMaC's prior written approval. If the deviation concerns a safety-related, D/TLD, statutory or similar special characteristic, the Supplier shall not release the product on its own authority. End-customer approval shall also be obtained where required by that customer. The approved deviation shall be clearly linked to the affected batches, quantities and validity period and shall not be treated as a permanent change to the specification.

12. Safety-Related, Special and D/TLD Characteristics

Where safety-related, statutory, D/TLD or other special characteristics are specified in drawings, technical specifications, purchase orders or customer requirements, the Supplier shall clearly identify, review and incorporate them into the relevant documentation and processes. They shall be consistently reflected, as a minimum, in the risk analysis and PFMEA, control plan, inspection and test plan, work and inspection instructions, drawings, records and documentation accompanying the delivery.

The Supplier shall maintain an up-to-date register of products and characteristics subject to special documentation requirements. The register shall include their designation, verification method and frequency, responsibilities, measuring or test equipment used and required record retention period. Inspection records shall demonstrate, as a minimum, who verified the characteristic, when, by which method and with what result.

For safety-related products or products subject to special documentation requirements, traceability shall be ensured from the delivered product or batch back to, as a minimum, the input material, production and heat-treatment batches, processes and equipment used, tooling, test and inspection results and the relevant sub-supplier. Batches of different status or origin shall not be mixed without control.

Where D/TLD or equivalent customer requirements apply, the Supplier shall conduct a documented D/TLD self-audit at the relevant manufacturing site at least once every 12 months. The audit shall cover all D/TLD products and characteristics supplied, the associated processes and records, and relevant sub-suppliers. Findings shall be addressed without delay, and the results, including the actions taken, shall be submitted to ToMaC upon request.

13. Information Security and Protection of Confidential Information

The Supplier shall protect technical, commercial and personal data, drawings, models, software, samples, prototypes and all other ToMaC or end-customer information in accordance with the protection level required. Access shall be restricted to authorised persons on a need-to-know basis. The Supplier shall implement appropriate organisational, personnel, physical and technical measures, including access control, secure data transfer and storage, backups, malware protection and secure disposal of storage media.

Where required by ToMaC, the end customer or the level of risk, the Supplier shall demonstrate an appropriate level of information security through a valid TISAX assessment result, ISO/IEC 27001 certification or other agreed evidence. This requirement shall be applied on a risk basis, taking into account the scope of information processed, access rights and prototype protection.

Without ToMaC's prior written consent, the Supplier shall not disclose confidential information to unauthorised third parties or transfer it to unapproved cloud storage, personal email accounts or publicly available generative artificial intelligence tools. The Supplier shall contractually impose the same obligations on individuals and sub-suppliers handling such information.

The Supplier shall notify ToMaC without undue delay, and in any event within 24 hours of detection, of any information security or cyber incident, data loss, unauthorised access or breach of prototype protection that may affect ToMaC or the end customer. The Supplier shall take immediate containment

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actions, preserve relevant evidence, cooperate with the investigation and provide ongoing updates on remediation.

14. Continuity of Supply and Contingency Planning

The Supplier shall maintain documented contingency plans that are regularly reviewed and tested for events that may jeopardise quality or continuity of supply. These shall address, in particular, failure of key equipment, utilities or information systems, cyberattacks, unavailability of personnel, transport or a critical sub-supplier, and natural disasters. The Supplier shall notify ToMaC without delay of any event that may affect an agreed delivery and submit a recovery and alternative supply plan.

Supplier-Specific Requirements
(Annex to the General Quality Requirements)

Specified parameter	ToMaC requirement	Required evidence
QMS	IATF certification ISO 9001 + self-assessment questionnaire Special approval by RIA, ERIA or VRIA	Valid certificate
PPM (nonconforming parts per million parts delivered over the preceding 12 months)	max. 0	Supplier evaluation
Cp, Cpk	≥ 1.33	Supplier records
Cm, Cmk	≥ 1.67	Supplier records
Initial sample approval: VDA 2 / AIAG	PPF in accordance with VDA 2 PPAP in accordance with AIAG	Documentation in accordance with the applicable methodology (VDA 2 / PPAP); reference samples (conforming parts) duly approved by ToMaC
Requalification (agreed scope)	Once a year	Supplier records
Process audit	In the event of a "C" rating In special cases as part of escalation	Audit report
PSCR / product safety and conformity	Qualified PSCR and deputy, where applicable	Appointment, contact details and evidence of qualification
D/TLD and special characteristics	Requirements reflected in PFMEA, control plan, instructions and testing; self-audit and requalification once every 12 months, where applicable	Register of characteristics, inspection records, audit and requalification reports
Traceability and record retention	Batch traceability and record retention in accordance with customer requirements and VDA 1	Material certificates, test reports, production and inspection records
Information security	Appropriate risk management; TISAX or ISO/IEC 27001, where required	TISAX assessment result, certificate or agreed information security evidence
Change management	Prior written notification and approval; new PPF/PPA or PPAP submission where required	Change request, ToMaC approval and initial sample approval documentation