

# FK 0922

## Quality requirements for contractual partners

Document no. .... FK 0922

Version..... 11.0

Date ..... September-2024

Valid for BU/GF/SF ..... PL EPC, PL Components, PL Engines

Valid for sites ..... Augsburg; valid for Velká Bíteš: FK 0513

Scope..... External use

Language..... EN

Translation ..... Yes

The contractual partner shall agree to these minimum requirements by signing this page and sending to [power-quality-hse@man-es.com](mailto:power-quality-hse@man-es.com) not later than five working days after receipt.  
(Signed once a time at the beginning of the contractual relationship)

	<b>Contractual partner consent</b> Date: _____
	Signature: _____
	Company stamp: _____

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Changes: See Change history active



## Release table

Version	Author	Approved	Released
11.0	PSQO: Theresia Büschl	PEQS: Michael Wiener	PSQ: Dr. Peter Wilk
10.0	PSQO: Theresia Büschl	PSQO: Thomas Lauchner	PSQ: Dr. Peter Wilk
9.0	PPQM: Sonja Roitsch	PPQO: Thomas Lauchner	PPQ: Dr. Peter Wilk
7.0-8.0	PPQO: Thomas Lauchner	PPQO: Thomas Lauchner	PPQ: Dr. Peter Wilk
6.0	PPQO: Thomas Lauchner	PPQO: Thomas Lauchner PEQAS: Marcus Reckziegel	PPQ: Dr. Peter Wilk PEQ: Dr. Christoph Zeppenfeld
5.0	PQO: Thomas Lauchner	PQO: Thomas Lauchner	PQ: Gerhard Schießl

## Change history

Version	Description	Date	Edited by	Department
11.0	Chapter 2.3: Reference to guideline corrected	06-09-2024	Theresia Büschl	PSQO
10.0	Revision of contents, adaption to organization	09-07-2024	Theresia Büschl	PSQO
9.0	Validity of FK 0513 added	04-02-2019	Sonja Roitsch	PPQM
7.0–8.0	Name of company updated	24-07-2018	Sonja Roitsch	PPQM
6.0	Complete revision	22-07-2016	Thomas Lauchner	PPQO
2.0-5.0	Revisions	2011 - 2015		PPQO
1.0	Initial release	24-09-2010		PPQO

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Quality requirements for contractual partners

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## 1 General section

### 1.1 Background information

MAN Energy Solutions SE produces large engines, gas engines, power plants, marine propulsion systems, exhaust turbochargers, exhaust gas aftertreatment systems, propellers and sustainable solutions in the areas of energy generation and storage, as well as the associated electronic safety and control systems in a global company network. The parts in these products and/or the products themselves are manufactured and assembled in state-of-the-art production 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 or the punctual provision of a contractually agreed service. This takes place on the basis of the contractual agreement between the customer (MAN Energy Solutions SE) and its contractual partners/contract partners or their (sub)contractors - hereinafter referred to as contractual partners. A complete technical incoming goods inspection of the parts and/or services supplied by the customer's contractual partners is no longer carried out in the production and assembly plants of MAN Energy Solutions SE or at the place of delivery.

Any delays caused by failure to provide services on time can therefore quickly lead to dramatic delays in production, assembly or further project execution. This must be prevented at all costs, otherwise delays, declining customer satisfaction and drastic penalties will be the result.

**For this reason, all contractual partners of MAN Energy Solutions SE - Supply Chain must always ensure that parts and services are provided on time and 100% in line with specifications.**

### 1.2 Validity

These General Quality Conditions shall apply to all deliveries made to MAN Energy Solutions SE and must be complied with by all contractual partners worldwide.

For contractual partners of branch PBS Turbo the corresponding modification FK 0513 applies.

### 1.3 Quality requirements for the contractual partners

MAN Energy Solutions SE (MAN ES) shall enter into a partnership with the contractual partner. The quality requirements for this should therefore clearly present the binding framework conditions for deliveries/services before the initial commissioning.

- ! Acceptance of the following minimum quality requirements is a prerequisite for approval.

### 1.3.1 Minimum quality requirements for contractual partner approval

The contractual partner 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 contractual partner shall set up a quality management system (e.g. according to DIN EN ISO 9001) and, following a successful MAN ES approval process, shall receive delivery approval.

### 1.3.2 REACH Regulation - if applicable

The contractual partner is obliged to strive to ensure maximum protection of the environment. The contractual partner 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 contractual partner is aware that the relevant candidate list for the SVHC substances in products and Annex XIV of the REACH Regulation must be continuously updated. If, by updating the REACH Regulation, changes need to be made in the contractual partner's production processes, which concern MAN ES, the contractual partner, shall contact MAN ES immediately

### 1.3.3 RoHS, WEEE - if applicable

The contractual partner 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.

### 1.3.4 Secrecy clause

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

### 1.3.5 Ambiguities in the order

- !** Any lack of clarity in the order shall be agreed by the contractual partner via MAN ES Purchasing before the start of order.  
 ⇒ Any resulting binding statements/facts shall be documented.

### 1.3.6 Supply chain act

By accepting the order, the contractual partner undertakes to comply with the specifications and requirements of the Supply Chain Management Act.

### 1.3.7 Auditing

The Contractual Partner shall grant MAN ES the right to carry out audits at its premises and to visit relevant areas such as production facilities, construction sites, subcontractors, planning offices, etc. Following prior notification and agreement, MAN ES employees shall also be granted access at short notice to the relevant areas of the Contractual Partner or subcontractors commissioned by the Contractual Partner.

## 1.4 Special requirements for delivery to Plants, assembly sites and construction sites of MAN Energy Solutions SE

### 1.4.1 Quality assurance measures for MAN ES

The contractual partner 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)
- Manufacturing tests (planning, implementation and documentation)
- Outgoing goods inspections (performance and documentation of results)
- Ensure that no faulty components or components that deviate from the specification are delivered
- Packaging and preservation which guarantees protection of the components and meets transport requirements.

### 1.4.2 Regulations and standards

If applicable, the contractual partner shall assume producer responsibility. For components for marine plants, (Project 4 XXX XXX) the contractual partner shall comply with the "Rules & Regulations" of the responsible ship classification companies as well as other specifications (e.g. SOLAS, IMO) and shall inform and commission the companies in good time where there is an acceptance obligation.

If applicable, the Contractual Partner must carry out a conformity assessment for components or parts thereof (power plant systems: Project 5 XXX XXX) and demonstrate conformity with the EU/EC Directives or Declarations of Conformity to the Customer with a suitable document. MAN ES shall be granted the right to inspect or request internal manufacturer documentation and the risk assessment (insofar as the EU Directive/EC Declaration of Conformity requires this for the scope of performance) at any time. The Contractual Partner must provide MAN ES with the necessary technical documentation. If the EU directive on pressure equipment applies to the scope of services or parts thereof, the AD 2000 shall apply or the harmonized standards for pressure equipment shall apply.



## 2 Delivery to MAN Energy Solutions SE plants

### 2.1 Forward quality planning

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

For this reason, the contractual partner must prepare a forward quality plan (FQP) for all products ordered by MAN Energy Solutions SE during the preparation of its first internal work order processes. The FQP must be continuously updated and improved by the contractual partner during normal serial production.

The FQP must show which test and/or inspection steps are planned at which stage of product development at the contractual partner or at its sub-contractual partners. 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 contractual partner) or by a third party, this shall be indicated as a "WITNESS point" inspection step in the FQP.

Finally, the contractual partner 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 contractual partner shall, without being asked to do so, submit the FQP, together with the initial sample test report, to the quality department at MAN Energy Solutions SE for inspection.

At the request of MAN Energy Solutions SE, additional tests/inspections shall be recorded in the FQP by the contractual partner.

If MAN Energy Solutions SE has not ordered an initial sample, the FQP shall be archived at the contractual partner and made available to MAN Energy Solutions SE upon request.

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

The contractual partner shall remain fully responsible for the quality of all deliveries (this means 100% fulfilment of the specification provided by MAN Energy Solutions SE) even if the FQP is inspected by MAN Energy Solutions SE.

In principle, detailed inspection planning in accordance with Q10.09012-4504 is expected. Special features in accordance with MCS\_N\_51 must be given particular consideration. The inspection specifications at workshop level must be recorded in an inspection plan. MAN ES reserves the right to view the special characteristics recorded via a quality assurance concept and their evaluation at any time.

**If, as part of the subsequent series delivery, changes need to be made to the FQP, these shall be agreed with MAN Energy Solutions SE and the modified FQP handed over by the contractual partner to MAN Energy Solutions SE.**

## 2.2 Approval for series deliveries

Before approving series deliveries, the contractual partner shall deliver an initial sample with an initial sample test report in accordance with the MAN ES 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 accordance with the quality guideline Q10.09012-4504, the process control plan (e.g. according to FK0573) and a measuring system analysis for the special features must be provided to MAN ES 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

To ensure the process stability of special features, the requirements of quality guideline Q10.09012-4504 apply, provided that special features are identified in the product specification (e.g. in drawings (#), Q-guidelines or technical specifications). The contractual partner undertakes to keep the production process within the specified minimum capability characteristic values.

Before the contractual partner introduces any optimisation measures or other changes which influence the specifications provided by MAN Energy Solutions SE to the frozen production processes, the contractual partner must analyse 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 contractual partner shall provide MAN Energy Solutions SE with this analysis.

If MAN Energy Solutions SE 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 contractual partner

The contractual partner undertakes to perform an end of line inspection (EOLI) on each delivery lot before delivery according to the scope of tests/inspections specified in the FQP. The results of the EOLI shall be documented in English using test certificate 3.1 in accordance with EN 10204. The test certificate shall be confirmed by means of the handwritten signature of the contractual partner's quality manager.

The test certificates shall be stored at the contractual partner for at least 10 years after delivery and made available to MAN Energy Solutions SE without delay upon request.

## 2.5 Restricted incoming goods inspection at MAN Energy Solutions SE

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

The contractual partner waives the objection of late complaint of the defects.

The contractual partner undertakes to orientate its quality process to this fact.

## 2.6 Processing of defective products

**The procedure for processing parts which have deviations and the consequences for subsequent deliveries are described in the MAN ES 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 MAN Energy Solutions SE due to the delivery of products not corresponding to specifications, the contractual partner must – in agreement with MAN Energy Solutions SE – provide an immediate remedy through suitable immediate measures carried out by the contractual partner (replacement delivery, sorting work at the contractual partner's or at MAN ES's warehouse; if necessary by independent third parties, night or weekend shifts, etc.).

It is highly recommended that the contractual partner 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 contractual partner directly to the installation site at the plant or to the shipyard, MAN Energy Solutions SE shall conclude detailed quality agreements with the contractual partner.

### 3 Deliveries via direct shipment

#### 3.1 Defective delivery

**!** Defective deliveries identified by MAN ES when goods are received, during commissioning or within the warranty period shall not be accepted.

⇒ MAN ES shall make a complaint and request a response with suitable measures to rectify the defect.

The contractual partner 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 contractual partner shall inform MAN ES how defective deliveries will be avoided in the future.

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

The contractual partner bears the producer responsibility, i.e. it shall carry out a conformity assessment for components for onshore plants or parts and demonstrate conformity with the applicable EC directives vis-à-vis the party placing the order by means of a suitable document.

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

The contractual partner must provide MAN ES with the necessary technical documentation. If the EU Pressure Equipment Directive applies to the scope of services or parts thereof, the AD 2000 shall apply or the harmonized standards for pressure equipment shall apply.

#### 3.2 Incorrect provision of services

**!** Faulty services that MAN ES recognizes will not be accepted!  
⇒ MAN ES makes a complaint about this and requests a statement with suitable remedial measures

The Contractual Partner must respond in writing immediately, no later than 3 working days after receipt of the complaint report, and submit its solution. Furthermore, the Contractual Partner must notify MAN ES.

Irrespective of this, all further steps and rights of MAN ES shall remain unaffected.

The Contractual Partner shall bear the manufacturer's responsibility.

MAN ES shall be granted the right to inspect the service provider's internal documentation relating to the scope of services and the risk assessment (insofar as the EU directives require this for the scope of services) at any time.

The Contractual Partner must provide MAN ES with the necessary technical documentation. If the EU directive on pressure equipment applies to the scope of services or parts thereof, the AD 2000 shall apply or the harmonized standards for pressure equipment shall apply.

### 3.3 Quality documentation

MAN ES will commission quality documentation for components or services that require monitoring from a quality perspective. For power plant projects and their components, instruction I2101 must be complied with; the construction work of power plant projects must be documented in accordance with the requirements of I2132.

Q10.09028-2103 applies to marine projects.

Enter "<https://man-es.com/documentation-/mandocumentation>" in your browser to access the quality guideline.

Any certificate required in addition to the documentation from instruction I2101 must always be supplied separately and assignable to MAN ES Power Quality.

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

MAN ES shall perform a quality assessment of the deliveries and services. The resulting quality score is an important criterion for the contractual partner evaluation and thus decisive for the further consideration in follow-up orders.

### 3.4 Final provisions

The contractual partner's responsibility for ensuring the products it delivers are free from defects shall not be limited by these General Quality Conditions.

Where MAN Energy Solutions SE must meet quality specifications which go beyond those set out in these General Quality Conditions towards its customers, the contractual partner 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.

In addition to the provisions of these General Quality Conditions, the law of the Federal Republic of Germany governing the legal relationships between parties within Germany shall apply exclusively.

The place of jurisdiction and the place of performance is Augsburg, Germany.