

WESTFALIA	FORMULAR FO24-6B	<i>Blatt</i> 1	<i>von</i> 11
	Supplier Quality Assurance Agreement	<i>Erstellt</i> 10/07	<i>Akt. Stand</i> 04-11/09

QUALITY ASSURANCE AGREEMENT

by and between

**Westfalia – Automotive GmbH
Am Sandberg 45
33378 Rheda – Wiedenbrück**

named as „WAM“

and

**XXXXXXXXXXXXXX
XXXXXXXXXXXXXX
XXXXXXXXXXXXXX**

named as „Supplier“

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1 Introduction

Faultless quality and customer satisfaction is influenced to a very high degree by parts outsourced to suppliers of WAM. The ability of suppliers to deliver quality, and the quality and reliability of their products therefore is inevitably a decisive decision criterion in the placement of orders.

The contracting partners (Supplier and WAM) agree that, given maximum competitive ability, the high quality and reliability of technical products can only be achieved if the cooperation of the partners is improved, the quality management system is applied consistently and continuous improvements are implemented.

When submitting a quotation, the Supplier assures WAM that it is aware of the requirements set forth in the quality specifications, that it accepts these, shall follow them fully and comply with them.

2 Object

These quality assurance provisions incorporate regulations for suppliers / sub-contractors of WAM relating to the requirements of the quality management system and achievement of the "zero defect target".

3 Field of application

These provisions apply to WAM and are an integral part of all contracts for the manufacture and supply of production materials, parts and all work carried out on WAM's parts, especially metal parts, plastic parts etc.

4 Quality target

WAM requires its suppliers to pursue a "zero defect strategy".

PPM target agreements shall be defined each year. Consistent forward quality planning, implementation in production, effective series supervision, requalification and continuous improvement are indispensable in pursuing this zero defect target.

5 Documentation / Access (Audit) / Sub-supplier

The Supplier must keep records about the implementation of its quality assurance measures, in particular documents about initial samples, supporting documents about qualification / requalification and related samples free of charge for at least 1 year after the spare part is discontinued.

The Supplier shall on request allow WAM to inspect its documentation in full and hand over required samples (exclusive company and business secrets). The documents must be made available immediately to WAM on request but at the latest within 2 working days. If an order to suppliers includes developmental tasks, the contracting partners shall set down the requirements in writing e.g. in the form of specifications

The Supplier shall allow authorised representatives of WAM access to its operating sites and facilities where the existence and function of the Supplier's quality management system and equipment needs to be inspected (audit based on VDA 6.3).

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If the Supplier obtains sub-supplies (sub-materials, software, services, tools and/or testing equipment) to manufacture or assure the quality of the contractual goods from third parties (sub-suppliers), the Supplier shall assure the quality of such sub-supplies either by its own means or by integrating the sub-supplier by contract in the Supplier's quality management system.

The Supplier shall communicate the names of the appointed sub-suppliers to the authorised representatives of WAM with binding force. WAM reserves the right to visit these sub-suppliers where the existence and function of the Supplier's quality management system and equipment needs to be inspected. WAM shall give notification of a visit by its authorised representatives in due time. Where unexpected defects and breakdowns occur, WAM reserves the right to make visits at very short notice (within a few hours). The Supplier undertakes to conclude regulations with its sub-suppliers resp. assure the existence of such regulations within the meaning of this QAA.

6 Modifications

The Supplier is obliged to notify WAM of any planned modifications to the product and process e.g. materials, production processes, production sites, vendor parts, test procedures, data sheets and other documents. The information must be supplied in due time and in full to allow WAM to examine its importance and to object before the respective modification is applied to the contractual goods. Furthermore, the Supplier must agree adequate lead times with WAM so that all necessary action (test assembly, samples to WAM, samples from WAM to the customer, validation and endurance tests, approval by the customers) can be completed.

If the Supplier fails in its duty to provide information, we shall pass on all costs accruing and all costs already incurred to the Supplier.

If the Supplier, when inspecting the contractual goods, discovers deviations in their characteristics or reliability compared with the agreed requirements, the Supplier shall notify WAM immediately in writing (self-report) and must initiate corrective action such as improvement of production processes, materials, parts, test procedures, test equipment etc.

Until such corrective action takes effect, WAM can require the introduction of special measures (e.g. higher test frequency, 100% tests, additional work/process steps) for an appropriate period. Any extra expenses incurred hereby shall be borne by the Supplier.

7 Requirements of the Supplier's quality and environmental management system

Suppliers must on principle prove that their quality management system according to ISO 9001:2008 functions on a permanent basis through certification by an accredited certification body or by an agreed date. The Supplier must develop the QM system of its sub-suppliers so that these sub-suppliers comply with the requirements of ISO 9001:2008 (see ISO/TS Chapter 7.4.1.2).

The Supplier must prove that all relevant environmental regulations were fulfilled whose impact on the Supplier's organisation are known, and the environmental regulations are complied with on a permanent basis. The Supplier must, without being requested to do so, send new or extended certificates to Central Quality Assurance at WAM.

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8 Approval of suppliers

The Supplier's new suppliers resp. new production plants shall be approved only after they have passed WAM's quality audit.

If the Supplier fails in its duty to provide information, we shall pass on all costs accruing and all costs already incurred to the Supplier.

9 Supplier assessment

All deliveries are recorded and used in accordance with WAM's internal supplier assessment system.

Quality management, project management, logistics and evaluation by Purchasing are incorporated in the supplier assessment. If the Supplier fails to achieve status A, it must draw up and implement an action plan. WAM reserves the right to check implementation.

10 Processaudit

WAM reserves the right, at short notice, if applicable, to carry out process audits (acceptance of production processes), also on a regular basis, at the site of the Supplier resp. its sub-suppliers.

The Supplier is obliged to implement measures established and agreed together during a process audit immediately and free of charge.

11 Advanced quality planning

If the customer requires WAM to comply with specific advanced quality planning instruments (e.g. formulas, applications and systems etc.), they must be applied by the Supplier at WAM's request. If they are not required by WAM, the Supplier is obliged to establish its own advanced quality planning for its products. Advanced quality planning must be carried out in accordance with the specifications of ISO/TS 1-6949:2002 resp. QS-9000 (APQP).

12 Proof of process capability

In order to receive information about the capability of processes, the Supplier must carry out process capability analyses during all stages of a project free of charge. Notes on carrying out process capability analyses in general are given in the following publications: VDA Volume, 2 "Sicherung der Qualität von Lieferungen" and VDA Volume, 4 "Prozessfähigkeitsuntersuchung" from the series "Qualitätsmanagement in der Automobilindustrie" and "statistische Prozesslenkung" (SPC) of QS-9000. If other regulations have to be applied, WAM shall notify the Supplier in an appropriate form and in due time.

12.1 Initial samples

Proof of short time process capability (C_{MK}) for safety-critical and / or important characteristics (incl. test dimensions) must be attached to the initial sample test report and forms the basis of successful initial sampling (customer-specific requirements must be taken into account!).

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The following C_{MK} values apply:

Characteristic	C_{MK} value
Safety-critical characteristics (D, S, A resp. cc) according to drawing	≥ 2.00
Important characteristics (SC)	≥ 1.67

Proof must be provided by at least fifty random samples from a representative production batch. During acceptance operations, the machines must not be adjusted, the parameters changed or other interventions allowed. If there are major interruptions, the process must be restarted and the test started from the beginning again.

If the required provisional process capability is not achieved, another appropriate measure must prove that a defective delivery is excluded (e.g.: 100% test, poka yoke, test certificate DIN EN 10204-3.1, etc.).

12.2 Series

The Supplier must check and record on an on-going basis during its series production compliance with the required values for safety-critical and/or important characteristics (customer-specific requirements must be taken into account!).

The following C_{PK} values apply as proof of process capability;

Characteristic	C_{PK} value
Safety-critical characteristics (D, S, A resp. cc) according to drawing	≥ 1.67
Important characteristics (e.g. Check Dimensions)	≥ 1.33

If the required process capability is not achieved, the Supplier is obliged to optimise the production process immediately at its expense in an appropriate form. Until such time, a defective delivery must be excluded through appropriate measures (e.g.: 100% test, poka yoke, test certificate DIN EN 10204-3.1, etc.).

In such cases, a time-phased action plan with responsibilities in the form of an 8D report must be submitted to WAM immediately.

It is a basic principle for all processes with combination moulds in the tools that capability must be proven separately for each moulding post.

The Supplier shall at any time at the request of WAM provide proof of compliance with the required values by allowing inspection of the documents on site or by forwarding the relevant documentation to WAM.

Electrical components, assemblies and functional parts must undergo a 100 % control to check that the supplied unit functions .

13 Sampling

WAM is an international partner for its customers. Therefore the Production Part Approval Process **PPAP Level 3 or VDA-2 Edition 2004 submission level 2** is defined as the standard procedure for sampling. De-

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viations from this are notified in the respective request for initial samples. WAM shall request initial samples from the Supplier in writing.

A further integral part of this sampling is the **IMDS (International Material Data System) on materials in purchased parts**. Further information is given on www.mdsystem.com.

Generally in the case of modified parts, the first 3 deliveries must be clearly marked, stating the reason for the modification; the history of the part must be updated. Adequate notice of the date of application and marking must be given beforehand and agreed.

During the pre-series stage, a label must be affixed to the back of all parts, stating its modification and tool status. Parts that are painted must be labelled mechanically. In the case of small parts that are too small for labels or cannot be labelled for technical reasons, the smallest possible packing unit must be labelled. Hardware and software status must always be stated additionally for electronic components.

Types of sample are distinguished as follows:

13.1 Initial samples

Initial samples are products and materials that are manufactured completely with series operating equipment and under series conditions. They should be taken as a random sample from a representative production output under series conditions. The production batch must be selected, taking into account the type of product. It can also be specified by WAM. The following should also be taken into account:

Completion of initial samples according to drawing

If the samples are not completed according to diagram, they may only be delivered if written deviation approval of the deviations by WAM is attached to the initial sample test report. Expenses incurred by additional sampling loops due to deviations from the diagram shall be charged to the Supplier.

These documents must be supplied according to the submission levels in any case:

- 1 Cover sheet
- 2 Inspection results (for example measurements, function, material, haptics, acoustics, smell, appearance, surface, reliability, process capability (see chapter 12.1), means of conveyance, etc.)
- 3 Sample parts (quantity according to the order)
- 4 Documents (for example customer drawings, CAD-data, specifications, released design changes, etc.)
- 5 Construction- and development releases if the supplier is design responsible
- 6 FMEA
- 7 Process Flow Charts (including production- and checking steps)
- 8 Control Plan
- 9 List with product specific checking devices
- 10 MSA (measurement system analyse)
- 11 Confirmation regarding abidance by the law, if appointed with the customer (for example environment, safety, recycling, etc)
- 12 Material certifications via IMDS (company ID 4460)
- 13 Released Initial sampling from purchased parts (signed cover sheets)

The full report with all documents and capability studies must be sent to the responsible quality planner at WAM by email (preferably in PDF format). Initial samples without a full test report shall be deemed not delivered and returned at the Supplier's expense.

Where tools have several cavities, the complete number of cavities must be entered in the initial sample test report and a sample of each moulding post must be provided. The parts must be assigned to the respective test report. The same applies to samples from combination punching tools and devices. "Initial Samples" must be clearly indicated on the packaging of the consignment of initial samples.

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The order for initial samples must be delivered in full according to the specified quantity. Retained or reference samples of initial sample parts (1 part of each cavity) must be kept by the Supplier (see VDA Vol. 2, PPAP QS9000) accordingly for the documentation period (see Chapter 5).

The Supplier is obliged to take samples in the following cases and to mark them according to the above specifications:

- in the case of new parts or new material
- in the case of design modifications or tool corrections
- where defects from previous initial samples submitted were eliminated (re-sampling)
- where tools are modified or replaced
- if tools or production facilities are relocated (also within the same location)
- where changes are made to production processes and methods
- if there is a change in sub-suppliers for parts, material and services
- if production is suspended for a longer time (> 6 months)
- at the request of WAM e.g. following a delivery stop due to quality
- where machinery/production facilities are new or partly new

Initial sampling is the only process for approving products. Only after WAM has given its positive approval in writing, which may not be unreasonably refused, can the delivery be released and the Supplier authorised to deliver. The above written form requirement can also be met by telefax or email.

Re-sampling and scope of re-sampling must be clarified in case of doubt in good time with the responsible member for initial sample parts.

13.2 Other samples

Other samples are products and materials that are not manufactured or not manufactured in full under series conditions (including prototype parts). Preparation of a test report is also required for these samples, using forms, if applicable, which have been supplied to WAM by the end customer. The scope of the tests and report must be agreed by the Supplier and the ordering party. Packaging and delivery papers must be clearly marked with the word "SAMPLE" and the consignee WAM.

13.3 Requalification tests

WAM requires that "all products undergo a full dimensional check and performance test according to the production plans, taking into account the customer's specifications to be applied to material and function". The results must be available for WAM at no charge.

In addition, customer-specific requirements under QS-9000 resp. ISO/TS 16949 apply. In the case of new parts, the Supplier must agree the scope of the tests with WAM during the advanced planning stage and, if applicable, take into account the requirements of WAM's customer. The Supplier must ensure that the requirements of the requalification test are met and must submit them on request to WAM within 2 working days.

14 Parts with characteristics with special accountability

Therefore, WAM has special characteristics which are accordingly marked on the drawings and subject to special accountability. Consistent documentation of all data, measured values and delivery papers is required for all parts marked in this way in order to account fully for certain controlled production processes, tests performed etc.

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Documentation to be provided by the Supplier must therefore clearly account for:

- documentation of all setting data resp. test values
- implementation of established tests
- definition of production specifications
- any quality deviations incl. measures, limitation and error prevention programmes, clear allocation of supplied batches to test documentation, production data and materials batches (purchase of production material which is subject to documentation only according to test certificate DIN EN 10204-3.1)
- documentation of the control of inspection, measuring and test equipment.

All documents that come under these requirements must be retained by the Supplier in conformity with statutory provisions (microfilming admissible), whereby the retention period must be at least 15 years.

In the event of a company dissolution or bankruptcy / insolvency, WAM shall have a claim to the return of all records documenting WAM products unless the prescribed retention period has expired.

The Supplier shall allow WAM at any time to verify that documentation is correct and to inspect all relevant documents (exclusive company and business secrets). The Supplier must clearly mark all deliveries of materials and parts with safety-critical characteristics.

15 Packaging and labelling

Products must be adequately stored at the Supplier's site to prevent loss / theft, damage and exclude changes in material properties due to environmental influences.

The supplier must create a packaging planning at latest two month before start of the pre-series which is suitable for the product-specific demands. The supplier is responsible for the allocation and damage free and clean parts.

Damage to the goods during transport or dispatch must also be excluded. The Supplier must label the goods to ensure that the product status and test status can be identified clearly at all times, from receipt through to shipment. When the goods are shipped, the labelling prescribed by WAM (if given) must be used. Furthermore the Supplier must ensure by labelling the contractual goods appropriately e.g. with manufacturer's code, time of manufacture, place of manufacture – or if this is not possible – in another way so that, if the contractual goods are defective, it is possible to determine immediately which contractual goods as a whole are or could be affected by such a defect.

The Supplier must use environmentally friendly packaging material and take this material back free of charge at WAM's request.

16 Assurance of supply availability

The supplier guaranteed ability to deliver to WAM.

If special machines / facilities are used, an emergency strategy must be devised and submitted to WAM without further request during the initial sampling stage.

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17 Receiving inspection

As defined by the quality management system and the targeted quality status, the aim of the receiving inspection of goods at WAM is to prevent complete duplicate inspections. WAM shall inspect the identity and quantity of goods upon receipt of the delivery and check the delivery for obvious damage in transit. If WAM detects a defect here, it shall notify the Supplier immediately. WAM shall notify the Supplier of any defects not detected in this way within an appropriate period of time as soon as they are identified in the ordinary course of business. The Supplier shall therefore waive any objection to a delayed notice of defects.

18 Complaints

The Supplier shall respond immediately to any complaints by WAM. The Supplier shall confirm receipt of a complaint immediately in writing and forward an initial 8D report with immediate measures to WAM within 24 hours and must supply a replacement without defect immediately (at the latest within 24 hours). Follow-up deliveries must be clearly labelled. The Supplier is on principle responsible for carrying out rework or assigning it to third companies. To prevent any stoppages on the customer's production line, WAM reserves the right to carry out rework / sorting itself or assign it to a third party at the Supplier's expense.

Causes of problems and corrective action must be submitted immediately but at the latest within 5 calendar days.

If the Supplier fails to give WAM adequate information or comments on defects and remedial action within the required time-limits, this will have a further negative impact on the Supplier's assessment. If there is no report stating the cause and corrective action within 5 calendar days, the Supplier shall be deemed to have supplied defective parts. If the Supplier is at fault, a handling charge of EUR 120 shall be charged to the Supplier.

Complaints shall not release the Supplier from its obligation to deliver!

18.1 8D procedure

Special importance in solving problems is attached to the full and consistent implementation of the 8D method. This must be made available to WAM on request together with the 8D report.

Preventive methods and tools must be applied such as FMEAs, lessons learnt etc. of preventive quality management and applied to other products and processes. For the above reasons, the way the Supplier handles problems is an integral part of the supplier assessment.

19 Deviation request

If the Supplier finds that contractual goods deviate from the requirements to be met, the Supplier must notify WAM immediately in writing with WAM form FO33-1. Contact partners for series parts are the quality personnel for purchased parts and the employee responsible for quality until the release of the Initial Samples. This is essentially a contractual obligation within the meaning of this agreement. A delivery can only be made after WAM has issued a deviation permit.

An action plan to remedy defects must also be submitted, stating the earliest possible date and the responsible person. WAM reserves the right to charge the Supplier any consequential costs.

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20 Costs

The Supplier undertakes to assume all costs incurred by the Supplier supplying defective parts to WAM, releasing WAM from the costs. This shall include all rework, processing and selection costs at the site of WAM or its customers and all consequential costs. This shall not affect any different or further claims by WAM.

In addition, the Supplier shall be invoiced a lump-sum of 350.00 € for each justified complaint in respect of a defect.

21 Exclusion of liability

Agreement on quality targets and measures, and PPM targets shall not release the Supplier from its liability for claims arising from other breach of duty and product liability asserted by WAM or its customers due to defects in deliveries.

22 Legal venue/Miscellaneous

The parties agree that any disputes arising hereunder shall be settled exclusively by a court of law competent for WAM. WAM is however also authorised to assert a claim against the Supplier at its general legal venue.

23 Miscellaneous

Collateral agreements, amendments and modifications shall only be valid when given in writing. This shall also apply to a waiver of this requirement of written form. References to further documents/literature shall apply to the respective amended version.

24 International standards

The Supplier must ensure that it is informed about all national/international standards relating to its contractual products.

By way of example, we draw attention to the following home pages:

www.vda.de VDA Information (German/English)
www.ts16949.com ISO/TS 16949 Information (English)
www.vda-qmc.de Informationen zum VDA und zur IATF (German)
www.aiag.org QS-9000 and ISO/TS 16949 - Information (English)
www.mdsystem.com International Material Data System (German/English)

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