| **1 *General*** |
| --- |
| *This commitment declaration is signed between XXX (hereinafter referred to as "client") and the company* |
| (*Company*) (*name, postal address*) |
| *(hereinafter referred to as “supplier”), to ensure a constant quality of the contractual product or service:* |
| (*material name / service description*) |
| *(hereinafter referred to as “product" or "service"). The material name* *has to be identical to the one found on the certificate of analysis.*  *The content of this commitment declaration shall be treated confidentially. Modifications and amendments to this commitment declaration shall be made in writing.* |

| **2 *Manufacturer of material / Address of service provider*** | |
| --- | --- |
| *Supplier is manufacturer of the product* | *Supplier is not manufacturer of the product* |
| *Postal address of manufacturer (production site) / reference address of service provider* | |

| **3** ***Specification / Service description*** |
| --- |
| *The attached material specification describes the* *quality requirements* *of the product that have been agreed between the parties.*  *The attached service description describes the client´s expectation of the service to be provided on a relevant detail level, as well as the additional quality standards needed for providing the service. This includes subcontractors used, if applicable.* |
| *Title of attached specification / service description* |

| **4** ***Notification of changes to the purchased material / service*** |
| --- |
| *With appropriate lead time before delivery, the supplier shall inform the client about any changes that may have an impact to the quality of the product or service. This covers* *in particular modifications of:*  *- material specification* *- service description (incl. subcontracting)*  *- raw materials or the manufacturing process*  *- the site of manufacture / service,* *- packaging (including storage tank management) or* *- the material name.*  *In case of a notification, the client decides whether the supply / service may continue.*  *If the supplier is not the manufacturer of the contractual product, the client needs to be informed about changes of the manufacturer as such and any modifications the manufacturer makes, as explained above.*  *The supplier will actively send all relevant updates of the material safety data sheet and technical information sheets concerning the product to the purchasing department of client.* |

| **5 *Certificate of Analysis (n. a. for services)*** |
| --- |
| *The supplier shall issue a legally binding certificate of analysis, in accordance with the example attached to this declaration. This certificate of analysis must either be sent together with each delivery or electronically in advance.*  *In case of batch production, the batch number must be quoted on the certificate of analysis and must comply with the delivered batch.*  *The information given concerning the batch / lot number and the product name must allow* [*unambiguous*](http://dict.tu-chemnitz.de/english-german/obvious.html) *identification of the delivery concerned. The product name* *has to be identical to the material name under point 1.*  *The manufacturer referenced under point 2 of this agreement* *has to be documented on the certificate of analysis.*  *Even if the product is manufactured continuously, the supplier shall maintain traceability of the delivered goods.* |

| **6 *Delivery (n. a. for services)*** |
| --- |
| *Each delivery must include the relevant documents (e. g. delivery note/freight bill), including the name of supplier, order number and batch number(s).* |
| ***Deliveries are done in  Individual packaging (e. g. drums or IBCs)***  ***in bulk (e. g. tank trucks, rail cars, ISO-trainers)*** |
| *All drums / units of a delivery must be sealed, so that the integrity can be demonstrated.*  *At the time of delivery at the client, the product must not show any damages which affect the primary packaging, which would potentially cause material spill off. Drums must not be covered with dirt-layer. Metal drums must not have extensive damage by rust especially in the area of the emptying- and sampling-opening.*  *If the contractual product is delivered in tankers (via rail or road) for multiple use, the filling / emptying fittings must be secured with a special transportation seal.* |
| ***Deliveries are done in  in dedicated containers or single-use packaging***  ***in multiple-purpose containers*** |
| *If bulk deliveries are made in multiple-purpose containers, these must be accompanied with a certificate of cleaning. The previous content must be documented, e. g. in this cleaning certificate.*  *The cleaning procedure must be performed in accordance with the EFTCO standard. In case of specific detailed cleaning requirements these are referenced here:* |

| **7 *Pallets (n. a. for services)*** |
| --- |
| *Only heat-treated wooden pallets are to be used for deliveries on pallets. These* *have to comply with the ISPM No. 15. Labelling of pallets is done by using IPPC symbols from Annex II of the ISPM No. 15.* |

| **8 *Labelling (n. a. for services)*** |
| --- |
| *All drums of a delivery shall be labelled. The label must contain at least the product name, batch number and name of supplier / manufacturer.* |
| ***The material name on the product labels*  *is identical to the material name under point 1***  ***is as follows:*** |
| *Material name on the product labels* |
| *If the product is a hazardous substance, the packaging material has to meet the legal requirements for transportation and storage of hazardous substances (hazard classes). Furthermore, the appropriate hazardous substance signs must be affixed to the drums.* |

| **9 *Validity of this agreement*** |
| --- |
| *This commitment declaration becomes official once the supplier has signed it and is valid until a new commitment declaration is drawn up as part of the requalification. After signing a new commitment declaration for the same product, the old version loses validity.*  *If the supplier is not able to meet any point of this agreement on receipt of the purchase order, he shall immediately inform the client. The client may then cancel the order or agree on a new commitment declaration with the supplier.*  *In case of a deviation from this agreement, the supplier will accept this fact as a complaint. Supplier will take back the delivery to his costs if required by the client.* |

| **10 *Signatures*** |
| --- |
| ***Signature of Supplier / Service provider***  *[…………………………….] [………………………………...................]* *Date, Place*  *Signature* |