**Quality Assurance Agreement**

between

**Westfalia Automotive GmbH**

Am Sandberg 45

33378 Rheda-Wiedenbrück

Germany

- hereafter referred to as **WAM** -

and

**Supplier Name**

Address

Land

- hereinafter referred to as **Contractor** -

- hereinafter referred to jointly as **Parties** -

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**Preamble**

This quality assurance agreement (hereinafter referred to as “QAA”), is the contractual establishment of the technical and organisational framework conditions and processes between WAM and the Contractor.

This QAA regulates the measures taken to ensure quality with regard to meeting deadlines and minimal costs for the benefit of both Parties.

# Quality and environmental management

## 1.1 Quality management

In order to ensure the quality of its products, the Contractor is obligated to develop a QM system with the target of fulfilling the requirements of IATF 16949 in the respective current version. The minimum requirement is a QM system that is certified in accordance with DIN ISO 9001. The corresponding QM system verification is to be proven by a certificate issued by an accredited certification company (3rd party audit). This must be kept up-to-date and submitted to WAM without prior request upon every re-issuance/requalification.

Any further client-specific requirements must be communicated to the Contractor by WAM and observed by the Contractor.

If the Contractor’s certified QM system still does not comply with the standard pursuant to IATF 16949, the Contractor must present a binding and specific plan for the implementation of the QM system with the target of successful certification pursuant to IATF 16949.

## 1.2 Environmental management

In order to ensure the special environmental responsibility is adhered to, the Contractor must apply and maintain an environmental management system in accordance with the international environmental standard DIN EN ISO 14001 or EMAS.

Alongside observing the environmental provisions stated in the agreements reached, particularly regarding product specifications, the Contractor is obligated to comply with the applicable legal regulations regarding the products and their manufacture. These are, in particular, provisions regarding chemicals/materials and other environmental provisions in Germany, the EU and other relevant states, including:

* IMDS (International Material Data System, www.mdsystem.com): products and mixtures may only contain substances or release substances

that are registered and approved in accordance with Regulation (EC) No. 1907/2006 (”REACH”) within the time limits for the intended use. In particular:

* + Regulation (EC) No. 1907/2006 “Regulation on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH)”;
	+ Regulation (EC) No. 1272/2008 “Regulation on the Classification, Labelling and Packaging of Substances and Mixtures”;
	+ Directive 2000/53/EC “Directive on End-of-Life Vehicles”.
* GADSL (Global Automotive Declarable Substance List, [www.gadsl.org](http://www.gadsl.org)): All of the substances labelled in the GADSL with P = Prohibited must not exceed the respective limit values in the specified fields of application. Each OEM can apply to other prohibitions, e.g. the prohibition on the use of radioactive substances, which must be taken into consideration by the Contractor accordingly.
* The Contractor must comply with the RoHS - Directive on the Restriction of the Use of Certain Hazardous Substances in Electronic and Electrical Equipment (2011/65/EU) in its current version. Any additions to the directive must also be taken into account.
* Conflict Minerals - The Contractor must ensure that no conflict minerals, such as tin, tungsten, tantalum and gold from regions linked to human rights violations, are used in its products or in products in its supply chain. The Contractor must comply with the EU regulation (EU 2017/821).

For available substitution recommendations, a documented alternative evaluation must be carried out. Alongside the delivered product, this refers to individual substances that are processed in the product, used as an auxiliary or process material or applied as a coating. The Contractor must fill systems that serve to comply with such provisions, e.g. International Material Data System (IMDS), with the necessary information.

The Contractor guarantees the environmental sustainability of the products and packaging materials delivered by it, as well as the compliance with legal waste disposal obligations. It must promote the use of proactive, environmentally sustainable practices.

At the request of WAM, the Contractor is obligated to provide corresponding evidence or declarations of conformity for the points mentioned under 1.2 within 24 hours.

## 1.3 Energy management system

The introduction of an energy management system is recommended. To improve energy efficiency, the Contractor should seek certification in accordance with DIN EN ISO 50001.

## 1.4 Customer requirements

WAM supplies the majority of products to automotive OEM’s. The special requirements of these clients sometimes go beyond the requirements of IATF 16949. As a supplier in the supply chain, these requirements also apply to the Contractor. The Contractor must keep itself up-to-date on these requirements on a regular basis and implement them into its quality management system.

A potential source is the homepage of the International Automotive Task Force (IATF): https://www.iatfglobaloversight.org/oem-requirements/customer-specific-requirements/

The specific, customer-specific requirements supplementary to the IATF are defined on a project-specific basis and are binding for the Contractor when included in the valid specifications and / or drawings.

# The subcontractor’s quality management system

The Contractor must ensure its subcontractors observe the obligations from this QAA that have been transferred to them.

Upon request, the Contractor must inform WAM that it is convinced of the effectiveness of the quality and environmental management systems of its subcontractors and that the quality of purchased parts has been ensured by suitable measures.

# Audit

The fundamental requirements for presenting the management system are regulated in Section 1 of this QAA. The fulfilment of these requirements is verified on the basis of certificates issued by accredited certification companies.

Changes in the certification status (e.g. temporal suspension, withdrawal or seeking another certification) must be disclosed to WAM in text format prior to the change or reported, at the latest, immediately after presenting the situation. In each case, all previous agreements regarding ensuring the quality of products and processes must be maintained completely or guaranteed through suitable additional measures.

## 3.1 General auditing right

In addition to the above provision of evidence, WAM and its clients remain free to carry out their own audits of the Contractor and, occasionally, of its subcontractors - also by third parties - or to have such audits carried out for them. The subject matter of these audits can be overall management systems, but also individual main processes. The types of audit may differ depending on the customer requirement. The Contractor declares that it is willing to participate in such audits and it will carry the costs that arise from these. The Contractor also obligates its subcontractors to do the same.

The Contractor agrees to the use of a WAM escalation procedure in case of missing, refused or implausible action plans. In case of escalation level 3, WAM reserves the right to consolidate the Contractor with external support at the cost of the Contractor if the reason therefore is based on misconduct of the Contractor or their subcontractors.

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##  3.2 Audit rights for weak points

Should significant weak points arise from the WAM supplier evaluation, particularly in the areas of logistics or quality, then the Contractor is obligated to participate in corrective measures and the execution of audits by WAM or third parties. In these cases, the Contractor shall also bear the costs of the corrective measures as well as audit costs that arise for WAM and/or third parties. The Contractor also obligates its subcontractors to do the same and ensures access to the subcontractors.

# Information and documentation

Should it become apparent that concluded agreements, e.g. quality characteristics, dates or supply quantities, cannot be complied with, the Contractor must immediately inform WAM of this. The Contractor must also immediately inform WAM of any deviations detected after delivery. In the interest of quickly finding a solution, the Contractor must present all of the necessary data and facts.

## 4.1 Amendments

The Contractor is obligated to, in good time,

* amend manufacture processes, sequences and materials,
* switch subcontractors,
* change testing procedures/facilities,
* Relocation of products to other production sites,
* deliver products after a change in design,
* deliver products after long periods of suspension (> 1 year) of production or
* deliver products made by new or substantively new machines or production facilities
* In general, additionally, the requirements of the **release** **matrix** for PPF procedures, VDA Volume 2, Annex 2 and PPAP Edition 4 apply

in order to obtain approval prior to any planned change by WAM in the form of a written deviation approval (see point 5.2) and to provide proof of quality, as agreed in connection to this. If the supplier does not comply with the duty to provide information or does not comply in a timely manner, or if general costs arise for WAM due to the change, all costs that have already been accrued or may accrue shall be borne by the supplier.

The first three deliveries after series production has begun and after the aforementioned change measures must be labelled accordingly in the delivery documents/transport labels.

All of the changes to the product and in the process chain must be documented by the Contractor in the form of a product life cycle and handed to WAM upon request. Changes to the existing process are additionally indicated with new samples. Tools must be provided for each delivery to the following email address EA-GER-Q-Dokument@horizonglobal.com stating the:

Material batch\_Material number\_Supplier number\_Order number

Any modification from this requires the written form, WAM will provide the form FO-24 6c, which can also be requested.

## 4.2 Documents

The Contractor regulates the control of all documents and data in the process instructions and must implement these accordingly. Documents produced externally, such as standards and client drawings, are to be included to the appropriate extent. The safekeeping of specification and proof documents must take place in accordance with the legal regulations on product liability and the specifications of the VDA volume 1 “Documentation and Archiving” in its current version.

## 4.3 Safekeeping

The safekeeping of suitable documents and evidence of the phases of development, production and delivery (e.g. WAM order specifications, specification/technical sheets, drawings, CAD data, risk analyses (FMEA), trial and test results, initial sample approval documents, production control plans / test plans, tool documentation) must, according to the specification of the VDA volume 1 in its current version, be ensured from the date of the most recent delivery of the respective product to WAM.

The protocols for incoming goods inspections (concerning supply parts and other preliminary products from the subcontractors), the reliability and endurance tests, the output inspections and, if applicable, the error analyses must be kept safe by the Contractor according to the specification of the VDA volume 1 in its current version. In justified individual cases, WAM can request a longer safekeeping period.

The Contractor must allow WAM to inspect the records upon request.

Legal regulations remain unaffected by these requirements.

# Agreements on the product life cycle

## 5.1 Development, planning, approval

If the Contractor’s order includes development tasks, the requirements must be defined by the Parties in writing, e.g. in the form of a specification sheet.

The Contractor is obligated to execute project management during the planning phases of products, processes and other cross-functional tasks in the form of quality management plans and permit WAM to inspect these upon request.

In the course of checking the specification sheet and compiling the offer, the Contractor must check all technical documents, such as specifications, drawings, parts lists and CAD data upon receipt for feasibility; the Contractor must inform WAM immediately of any defects and risks detected as well as any potential for improvement.

In the development phase, the Contractor shall use suitable preventative methods for quality planning such as, e.g. manufacturability analyses, reliability investigations and FMEA. Experiences from similar projects (process sequences, process data, capability studies, etc.) shall be taken into consideration by the Contractor.

The FMEA from WAM for the design is to be carried out for WAM developments. In doing so, the experiences of the Contractor in the design FMEA shall be included.

The FMEA for the production process is the responsibility of the Contractor. In individual cases, this can also be carried out after consultation, but also together with WAM employees.

For prototypes and pre-serial parts, the Contractor must coordinate the production and testing conditions with WAM and document them. The target is to produce the prototypes and pre-serial parts under close to serial production conditions. The Contractor shall provide WAM with a detailed schedule at an early stage, but at the latest after the commissioning (nomination or order), covering the entire process up to the delivery of the parts to WAM. This schedule must be updated at regular intervals, at least every 2 weeks, and it must be maintained until the parts have been fully approved (grade 1 / green).

**Approval 🡪 Production process and product approval (PPA)**

The supplier is responsible for approving all components, subsystems and services of its supply chain to meet the customer's product and process requirements. In principle, WAM requires an initial sampling in accordance with the VDA document volume 2 “Quality Assurance of Supplies” in its current version for all supplied parts and, if necessary, an initial sampling in accordance with PPAP. The Contractor shall present clearly and unambiguously labelled initial samples of the product produced under serial conditions in the agreed quantity and in a timely manner before serial production begins. Serial production may only start upon initial sample approval by WAM. In the case of some approvals, a re-sampling is mandatory until it has been classified as Grade 1 (green) The temporal process and interactions in the overall project are described in the VDA volumes "Maturity Validation for New Parts" in its current version (VDA RGA - AIAG PPAP) as well as "Robust Production Process" in its current version. When submitting the documents, all characteristics must be clearly identified and listed individually with nominal values, tolerances and actual values ​​(stamped drawing).

Expenses caused by delayed initial sampling or insufficient documentation (e.g. missing IMDS records) are to be charged by WAM to the Contractor, subject to a minimum amount of 1000 EURO. Any other claims by WAM, particularly claims for damages, remain unaffected by this.

In principle, the Contractor’s products are intended for sale worldwide. If the products to be delivered are unsuitable for specific countries (e.g. due to substance bans or labelling regulations), the Contractor must notify WAM’s quality assurance department before starting to supply to these countries.

The Contractor must carry out a process plan (work plans, test plans, equipment, tools, machines) for all characteristics. For characteristics that are critical to function and process, the Contractor shall check the suitability of the production facilities in accordance with statistical criteria and document the results.

In the process, the following capability values must be achieved and complied with by the contractor:

General: Cm/Cmk ≥ 1.67 / Pp/Ppk ≥ 1.67 / Cp/Cpk ≥ 1.33

Daimler:Cm/Cmk ≥ 2.0 **/** Cp/Cpk ≥1.67

Product quality is monitored and documented by regular audits.

## 5.2 Labelling of products, traceability

For process disturbances and quality deviations, the Contractor must analyse the causes, introduce improvement measures and check their effectiveness. Should, in exceptional cases, the Contractor be unable to deliver products in accordance with the specifications, it must obtain a deviation approval (AWEL) from WAM prior to delivery (normally from the quality assurance department). The form FO33-1b must be completed and sent to WAM. This form can be requested for quality assurance. In general, all changes must be reported in advance.

In principle, the item number and index status must be labelled on all deliveries. Along with the agreed labelling of products, parts and packaging, products that deviate from the agreed delivery condition must also be marked clearly. Coloured tape must additionally be used to label deliveries of prototypes (yellow tape with label “Trial”) and initial samples (pink tape with label “Sample parts”). The tape can be ordered at [www.prueftechnik-e-koch.de](http://www.prueftechnik-e-koch.de) e.g. under the item numbers 66.5025 (pink, “Sample parts”) and 66.5022 (yellow, “Trial”). Labelling that has not been carried out correctly is associated with costs that are passed on to the Contractor.

The Contractor is obligated to ensure the traceability of the products that it delivers. If an error is found, the traceability and the restriction of defective parts / products / batches etc. must be ensured.

If WAM provides production and testing material to the contractor, particularly materials and facilities related to deliveries, these must be labelled as the property of WAM and included in the Contractor’s quality management system like their own production and testing material. Access to WAM property and related documentation must be granted by the Contractor to WAM at any time. The Contractor is responsible for its integrity and proper function and takes care of its maintenance and repair. The scrapping of WAM property may only take place upon written authorisation by WAM.

## 5.3 Delivery, incoming goods inspection

For each newly manufactured batch, the Contractor must verify with a delivered test report that the delivered goods have been checked in accordance with the test plan or according to an individually agreed procedure and that they have no defects.

Irrespective of any agreements to the contrary, Supplier shall be obliged to provide WAM with a 3.1 certificate for each delivery without being requested to do so. Certificates shall be sent to the following e-mail address

EA-GER-Q-Dokument@horizonglobal.com stating the information of:

Material batch\_material number\_vendor number\_order number

to make available. Any deviation from this must be made in written form; WAM provides for form FO-24 6c here, which can be requested on request.

Upon receipt of the Contractor goods, WAM’s inspection obligation is limited to checking the amount and identity of delivery items as well as checking for externally visible damage. During this inspection, any defects found must be reported to the Contractor by WAM. This notification must be punctual, provided that it is given to the Contractor within two weeks, calculated from the point of the delivery of the goods. Exceptions to this are hidden defects.

The Parties are in agreement that further incoming goods inspections shall not take place. The Contractor is thereby in agreement that it renounces its rights stipulated in Section 377 of the German Commercial Code. The Contractor is therefore also in agreement that the outgoing goods inspections to be carried out by it serve the same purpose as the incoming inspections required by WAM in accordance with Section 377 of the German Commercial Code. The Contractor must thereby adjust its quality management system and its quality assurance measures to the reduced incoming goods inspection.

The Contractor will ensure that its liability insurance recognises the preceding amendment of legal regulations, without thereby impairing the existing cover of its liability insurance.

For all other logistical topics, please refer to our supplier logistics manual (FO26-5, in its current version).

## 5.4 Complaints

WAM will inform the Contractor if deviations from the agreed product quality are detected on the basis of tests, assembly problems, customer complaints or other checks. Immediately after being informed, the Contractor must initiate a quick analysis and correction. Furthermore, the Contractor is responsible for restricting the affected outstanding inventory. It must immediately (at the latest within one working day) introduce emergency measures such as the identification of affected batches, replacement, sorting or repairs.

If the Contractor does not indicate a suitable immediate measure to WAM within one working day - at the latest after 24 hours - WAM is entitled to commission a service provider at the expense of the Contractor to carry out immediate measures at WAM's discretion. After no later than 3 working days, the Contractor must commission the service provider.

The supplier shall keep records of all activities and arrange appropriate corrective actions, which are controlled via an action plan and made available on request by WAM.

The Contractor must send WAM an initial response to the case within 4 hours of receipt of the complaint - in any case on the same working day - by telephone and / or by e-mail. In addition, the Contractor must submit a 3-D report within 24 hours and a full 8-D report after 10 working days at the latest. If the respective report is not received by WAM within these deadlines, the Contractor will be charged proportionate costs of 500 Euro. The right to assertion regarding further costs and expenses remains reserved.

Proof of remedial action must be submitted by the Contractor to WAM within a reasonable time limit specified by WAM.

Legal or contractual agreed rights of WAM arising from defect warranties and/or liability shall not be affected by the provisions of section 5.4.

## 5.5 Supplier evaluation

The supplier evaluation will be provided to the Contractor in regular intervals by WAM. After receiving the supplier evaluation for a B and C classification, the Contractor is obligated to proactively define measures within 14 days with the objective of improving the classification. The improvement program must be made available to WAM within the above-mentioned deadline. If the Contractor is categorised 3 times sequential as C, it must fully support a possible relocation. It must also bear the costs for this.

## 5.6 Criteria and scope of requalification tests

The Contractor shall carry out at least one free requalification test for each product and process for WAM per year, to prove a stable level of quality, beginning at the point of the conditional initial sample approval. The requalification tests must include all of the specifications regarding material, dimensions and function stipulated by WAM for the product. They are carried out in accordance with the specifications for initial sample inspection, unless otherwise stated in writing. The formation of families of parts is permitted. The criteria for the formation of product families must be stated by the Contractor. In the event that no meaningful product families can be formed, all products must be requalified separately. The Contractor must document, archive and, upon request, transmit the results of the requalification tests to WAM within 24 hours. The results of the requalification testing process (for all processes) must be documented in the form of the WAM checklist FO15-12 Evaluating the Requalification Process and, if necessary, other required documents and provided to WAM upon request. The Contractor is also responsible for carrying out the requalification at its suppliers.

# Quality targets

The Contractor is obligated to retain a zero-defect target. The Contractor must ensure that all of its products fulfil the defined requirements in full. The Contractor will inform WAM immediately, as soon as deviations from the agreed targets become foreseeable and will present suitable measures to remove the deviations.

The agreement regarding setting targets does not affect the supplier’s liability regarding warranty and damages claims by WAM due to defects in deliveries. The specifications for the product must be observed in every case. In fact, the Contractor also bears liability for any defects if the defectiveness lies in the scope of an agreed target.

A shortfall in any of the agreed upper limits does not release the Contractor from its obligation to process all complaints as well as to continuously make improvements. If the Contractor cannot comply with quality targets, WAM reserves the right to carry out audits at the Contractor’s cost in order to put together action plans to achieve the quality targets. The implementation of these measures has a significant influence on future enquiries to the Contractor.

# Occupational safety

The Contractor must comply with the legal provisions regarding occupational safety and accident prevention.

# Product safety officer (PSO)

## 8.1 Appointing a PSO

WAM delivers products to the VOLKSWAGEN Group. The Contractor must appoint a product safety officer that has the knowledge described in Section 9.2, performs the duties described in Section 9.3 and is equipped with the competences named in Section 9.4. The Contractor appoints the following person as PSO:

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Surname, first name, function, telephone number, email address

If the Contractor does not appoint a product safety officer, the management board of the Contractor fills the role of the PSO.

## PSO knowledge

The PSO has knowledge on the manufactured product: Function, the details of production at its own facility and the intended use of the product by the client, knowledge on product safety law and on product liability law as well as method competence regarding risk evaluation.

## PSO duties

Participating in, developing and setting priorities to remove or avoid product safety-related defects in the product development phase (error prevention).

Cooperating with or initiating the design / process FMEAs to the extent relevant to safety.

Cooperating within the scope of “lessons learned” for new product launches to avoid product safety-related errors in the area of production, assembly and testing processes.

Creating “lessons learned” check lists for qualified testing of designs and processes under consideration of product safety-related issues.

Independently carrying out or arranging regular production or product checks of the current series to confirm product safety for us (inc. foreseeable misuse) and introducing and following up on (immediate) measures for relevant deviations.

Evaluating default probability and frequency of defects in the affected product in the event of an error.

In the event of a complaint, the planned corrective measures, their quick implementation and sustainable effectiveness must be verified. The effectiveness of measures must be confirmed by the contractor’s PSO in writing.

Communication (inc. voluntary declaration) takes place through the person responsible for QA components to WAM, inc. transmission of all details. The PSO thereby ensures the quality of information (clear information on the error pattern, limitation, default probability, etc.) as well as the reliability of communication.

## 8.4 PSO competences

The PSO reports directly to the management board, the works director or the head of quality assurance. The PSO must be trained through a course recognised by the customer (OEM). In addition, at least one member of management must be externally trained in the principles of product safety and product liability law.

Introducing component blockages in the current series for safety and image-related complaints, among others (even if these endanger series operation for safety reasons) inc. resource planning in terms of trial runs, validation, etc.

For each level in the supply chain, a PSO must be appointed per production facility.

# Contract term and termination

## 9.1 Entry into force

This QAA enters into force upon signature by both Parties.

## 9.2 Duration

This QAA has been concluded for a definite period of time and may be terminated by either contracting party with a deadline of 9 (nine) months before the end of a quarter, but not before 31/12/2024.

## 9.3 Extraordinary termination

The right to termination for good cause remains unaffected.

## 9.4 Written form requirement

Any termination of this QAA requires the written form to be legally effective.

## 9.5 Continuation of provisions

If the regulatory content of individual provisions in this QAA extends beyond the contract term, these provisions also remain valid in this respect after the end of the contract term.

# General provisions

## 10.1 Transfer and accession

Transferring rights and obligations from this QAA is only permissible with the written agreement of WAM.

Companies affiliated to WAM, in the sense of Section §15ff., have the right to join this QAA by notifying the Contractor. The accession becomes valid upon notification. The Contractor hereby declares that it consents to the accession. Country-specific and/or product-specific provisions may be agreed upon separately.

## 10.2 Written form requirement

Additional agreements, collateral agreements and changes or supplements to this QAA require the written form. This formality can only be repealed or changed in writing. For the purpose of this agreement, the written form is only granted insofar as the declaration is signed by the parties personally by signing their name. The written form described above cannot be replaced by the electronic form.

## 10.3 Severability clause

Should individual parts of this QAA be or become legally invalid, the validity of the other provisions is not affected. This also applies if the QAA contains a loophole. To close a loophole, all valid regulations, which the parties had agreed upon for the purpose of the QAA, are considered agreed if the loopholes have been recognised as such.

## 10.4 Applicable law

The material law of the Federal Republic of Germany applies exclusively for this QAA to the exclusion of the international private law and any collision of laws and the UN Sales Law.

## 10.5 Place of jurisdiction

For disputes that result from this QAA, the parties will make all efforts to find a consensual solution. A consensual solution is considered not concluded as soon as one of the parties notifies the other of this in writing.

This agreement shall be governed by German law to the exclusion of international private law/conflict laws and the United Nations Convention on the International Sale of Goods. All disputes arising out of or in connection with this agreement shall be settled by one or more arbitrators appointed in accordance with the Rules of Arbitration of the International Chamber of Commerce. Bielefeld, Germany is the place of arbitration. The court language is German.

The parties are in agreement that, upon signing this QAA, any other possible existing preceding agreements are replaced by this QAA.

 Rheda-Wiedenbrück,

Place, date Place, date

[Company stamp] WESTFALIA-Automotive GmbH

Contractor Head of Purchasing department

First and last names in printed block capitals First and last names in printed block capitals

 Quality management manager

 First and last names in printed block capitals

***Change history***

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| --- | --- | --- | --- |
| **Amendments** | **Date** | **Name** | **Function** |
| QAA completely revised, previous version archived | 22/10/2019 | Benjamin Gerdes | Purchasing |
| QAA edits, requalification process and insights in consultation with WAM | 03/02/2020 | Benjamin GerdesMario Samp | PurchasingQuality |
| Translation | 13/07/2020 | Benjamin Gerdes | Purchasing |
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