	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>1</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

## Quality Assurance Agreement

between

**Westfalia-Automotive GmbH**  
 Am Sandberg 45  
 33378 Rheda-Wiedenbrück  
 Germany

- hereinafter referred to as **WAM** -


and

**Name of the contractor**  
 Street  
 ZIP and TOWN  
 Country

- hereinafter referred to as **Contractor** -

- hereinafter together referred to as **Parties** -

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>2</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

## Preamble

This Quality Assurance Agreement (hereinafter referred to as "QAA") is the contractual definition of the technical and organizational conditions and processes between WAM and the Contractor.

This QAA governs the measures to ensure the quality of on-time delivery and minimal cost for the benefit of both Parties.

## 1. Quality and Environmental Management

### 1.1. Quality Management

The Contractor undertakes to ensure the quality of its products by developing its quality management system with the aim to meet the requirements of ISO TS 16949 in the current version. Minimum requirement is a certified Quality Management System according to DIN ISO 9001. The corresponding quality management system-proof must be provided by a certificate from an accredited certification company (3rd party audit). This shall be kept up to date and submitted to WAM unsolicited.

Any additional customer-specific requirements shall be communicated to the Contractor by WAM and must be adhered by the Contractor.

If the certified quality management system of the Contractor does not yet comply with the standard in accordance with ISO/TS 16949, the Contractor shall provide binding and concrete plans for implementing the quality management system, with the aim of successful certification according to ISO/TS 16949.

### 1.2. Environmental Management

In order to take into account the special environmental responsibility, WAM expects the Contractor to use an environmental management system in accordance with the international environmental standard DIN EN ISO 14001: 2009 or EMAS and maintains or present a concrete plan for the introduction. In the case of the certification, the system should be certified by an accredited certification company (3rd. Party audit).


The Contractor undertakes that in addition to the compliance with the environmental legislation of the agreement entered into, in particular in the specifications, to comply with applicable legal regulations concerning the products and their manufacture. These are particular regulations for chemicals/substances or other environmental regulations in Germany, the EU and other relevant countries, including:

- IMDS (International Material Data System, [www.mdssystem.com](http://www.mdssystem.com)): only those substances that are registered and approved in accordance with Regulation (EC) No. 1907/2006 ("REACH") within the time limits for the intended uses may be present in products and mixtures or released therefrom.

Specifically:

- Regulation (EC) No. 1907/2006 "Regulation on the Registration, Evaluation, Authorization and Restriction of Chemicals (REACH)";

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>3</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

- Regulation (EC) No. 1272/2008 "Regulation on the Classification, Labelling and Packaging of Substances and Mixtures";
- Directive 1999/45/EC "Directive relating to the Classification, Packaging and Labelling of Dangerous Preparations";
- Directive 67/548/EEC "Directive on the Classification, Packaging and Labelling of Dangerous Substances";
- Directive 2000/53/EC "Directive on End-of-Life Vehicles".
- GADSL (Global Automotive Declarable Substance List, [www.gadsl.org](http://www.gadsl.org)): All substances marked P = Prohibited in the GADSL may not exceed the limits prescribed in the respective areas of application. Depending on the OEM, further prohibitions may apply, e.g. the prohibition of the use of radioactive substances, with which the Contractor must comply accordingly.

An alternative assessment must be carried out and documented for substitution recommendations. This refers to, in addition to the product supplied, individual substances processed in the product, used as materials and supplies or applied as a coating. The contractor shall fill the systems that serve the compliance with such regulations, for example, International Material Data System (IMDS), with the required information.

The Contractor guarantees the environmental friendliness of products and packaging materials supplied by him, as well as compliance with its statutory disposal obligations. He shall pro-actively promote the use of environmentally sound practices.

### 1.3. Energy Management

The introduction of an energy management system is generally voluntary, in order to improve the energy efficiency, the Contractor should endeavor to attain certification according to DIN EN ISO 50001.

### 1.4. Customer Requirements

WAM supplies the majority of the products to automotive OEMs. Their special requirements exceed the requirements of ISO TS 16949 in part. These requirements also apply to the Contractor as a supplier in the supply chain. The Contractor must keep informed of these requirements and implement the quality management system.

One possible source of information is the homepage of the International Automotive Task Force (IATF): <http://www.iatfglobaloversight.org/content.aspx?page=OEMCustomer-SpecificRequirements>

If materials are manufactured for the VW Group, the following shall apply in any event:

Formula Q-Concrete Terms (current edition)


Formula Q-Capacity (current edition)

Formula Q-New Parts (current edition)

Standard VW 91101, which contains Group-wide regulations on prohibited materials (automotive parts, materials, process materials) and requirements for the reduction of pollutants.

The latest edition can be ordered by the Contractor at WAM, as required.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>4</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

## 2. Quality Management System of Sub-contractors

The Contractor shall require its subcontractors to comply with the obligations assumed by him under this QAA.

Upon request, the Contractor shall prove to WAM that the Contractor is convinced of the effectiveness of the quality and environmental management system of his Sub-contractors and has ensured the quality of the parts bought through appropriate means.

## 3. Auditing

The basic requirements for the existence of management systems are set out in paragraph 1 of this QAA. Compliance with these requirements shall be demonstrated through certificates from accredited certification companies.

Changes in the certification status (for example, temporal exposure, disqualifications or striving for another certification) shall be communicated in advance in writing to WAM, or at the latest immediately after the presentation of the circumstances. In any case, all previous agreements to ensure product and process quality shall be maintained or guaranteed by suitable additional measures.


### 3.1. General Auditing Rules

WAM and its client shall be allowed by the Contractor and in some cases even with the Sub-contractors to perform their own audits or have same performed - also by third parties. The subject of these audits may be the overall management systems as well as individual primary processes in the areas of product development, logistics and the environment. The Contractor agrees to participate in such audits and bears the resulting costs for this. The Contractor shall also oblige his Sub-contractors to this.

### 3.2. Auditing Rights in case of Shortcomings

Should there be significant shortcomings, arising from the WAM supplier assessment, in particular in the areas of logistics or quality, the Contractor is obliged to participate in remedial action and the conduct of audits by WAM or third parties. In these cases, the Contractor shall bear the costs incurred for the remedial actions as well as the audit costs incurred by WAM and/or third parties. In the same understanding of the Contractor undertakes also its subcontractors and ensures access to subcontractors to.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>5</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

#### 4. Information and Documentation

If it becomes evident that agreements reached, such as quality characteristics, schedules or delivery quantities, cannot be met, the Contractor shall inform WAM of this immediately. The Contractor shall also inform WAM of deviations detected after delivery, without delay. The supplier shall disclose all necessary data and facts necessary for a rapid solution.

##### 4.1. Changes

The Contractor agrees to obtain the consent of WAM and to render the quality certificates agreed in this regard for

- changes in production,
- processes operating, procedures guidelines,
- changing of Sub-contractors, changes of test methods/
- equipment, transfer of products to other
- manufacturing sites, supplying
- products after a design change,
- delivery of production after prolonged (> 1 year ) suspension of
- the production or supply of products by new or partially new machines or production facilities.


The first three deliveries from a new line and after the aforementioned changes shall be marked accordingly in the shipping documents/goods labels.

All changes to the product and in the process chain shall be documented by the Contractor in a product life cycle and provided to WAM upon request.

##### 4.2. Documents

The Contractor shall regulate the controlling of all documents and data in the procedure instructions and implement them effectively. Documents of external origin such as standards and customer drawings are included to a reasonable extent. The storing of specifications and proof documents shall be done in accordance with legal regulations for product liability and the requirements of VDA Volume 1 "Documentation and Archiving".

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>6</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

### 4.3. Safekeeping

The storage of documents and evidence of the development, production and delivery stages (for example, order specifications from WAM, specifications, drawings, CAD data, risk analysis (FMEA), experiments and testing results, initial sample release documents, production control plans/test plans, tool documentation) must be ensured for a period of 15 years from the last delivery of the respective product to WAM.

The recording of incoming goods inspection (concerning purchased parts and other intermediate products of Sub-contractors), the reliability and service life tests, the initial tests, and possible error analyses shall be kept by the Contractor at least 24 months. In justified individual cases WAM may require a longer retention period.

The Contractor shall enable WAM to inspect the records, upon request.

Legal regulations shall remain unaffected by these requirements.

## 5. Agreements on Product History

### 5.1. Development, Planning and Release

If the Contractor's order includes development tasks, the requirements shall be specified in writing by the Parties, for example, in the form of specifications.

The Contractor undertakes to perform project management during the planning phase of products, processes and other cross functional tasks in the form of quality management plans and to grant WAM inspection upon request.

During the specifications tests and quotations, the Contractor shall examine all technical documentation, such as specifications, drawings, parts lists and CAD data for feasibility upon receipt; any recognized shortcomings and risks and opportunities for improvement shall be communicated by the Contractor to WAM immediately.


During the development phase, the Contractor shall apply suitable preventive methods of quality planning, such as feasibility analysis, reliability studies and FMEA. Experiences (process flows, process data, capability studies, etc.) from similar projects should be taken into account by him.

For WAM developments the FMEA for the construction shall be performed WAM. Here, it is intended to incorporate the experience of the Contractor with the construction FMEA.

The FMEA for the manufacturing process is the responsibility of the Contractor. They can be carried out jointly with WAM employees in individual cases, and after consultation as well.

For prototypes and pre-production parts, the Contractor shall coordinate the production and test with WAM and document these. The aim is to produce the prototypes and pre-production parts under realistic conditions.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>7</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

Basically WAM shall require an initial sampling for all parts supplied, according to the VDA Volume 2 "Quality Assurance of Supplies", and possibly an initial sampling according to PPAP. The Contractor shall submit, prior to starting production of initial samples produced under series production conditions and clearly marked the product in agreed quantities and on schedule. The series production may commence only after approval by WAM.

In the case of untimely initial sampling or insufficient documentation (for example missing IMDS entries) expenses resulting to WAM shall be charged with a minimum amount of € 100 to the Contractor. Any additional claims by WAM, in particular claims for damages, shall remain unaffected.

The Contractor's products are generally intended for global distribution. Should the products to be delivered be inappropriate for certain countries (for example because of prohibited substances or labelling requirements), the Contractor shall indicate the quality assurance to WAM prior to commencement of supply.

The Contractor shall perform process planning (work plans, test plans, equipment, tools, machinery, etc.) for all characteristics for function- and process-critical characteristics. The Contractor shall check the suitability of the manufacturing facilities according to statistical criteria and shall document the results.

The Contractor shall achieve and observed the following capability indices:

$C_m / C_{mk} \geq 1.67$       $P_p / P_{pk} \geq 1.67$       $C_p / C_{pk} \geq 1.33$


The product quality shall be monitored through periodic audits.

## 5.2. Labelling of Products, Traceability

In the case of process disruptions and quality deviations, the Contractor shall analyze the causes, initiate improvement measures and review their effectiveness. If the contractor, in exceptional cases, cannot supply products in accordance with specifications, he shall obtain a special release from WAM before delivery (usually from quality assurance).

Basically, the article number and the index level must be labelled for all deliveries. In addition to the agreed labelling of products, parts and packaging products differing from the agreed delivery state shall be additionally clearly marked. Deliveries of prototypes must also be identified with colored tapes (yellow tape with the word "test") and initial samples (pink tape with the words "sample parts"). The tapes can be ordered e.g. using article number 66.5025 (pink, "sample parts") and 66.5022 (yellow, "test") from [www.prueftechnik-e-koch.de](http://www.prueftechnik-e-koch.de). Incorrectly performed labelling is associated with costs that shall be passed on to the Contractor.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>8</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

The Contractor undertakes to ensure the traceability of the products supplied by him. If an error is detected, the traceability and the isolation of the defective parts/products/batches etc. must be guaranteed.

Unless WAM provides the Contractor production and test equipment, especially equipment and facilities under the cover of supplies available, these shall be marked as owned by WAM and involve the contractor as own production and testing in its quality management system. Access to WAM-owned and associated documentation shall be provided to WAM by the Contractor at any time. The Contractor is responsible for the integrity and proper functioning; he shall ensure their maintenance and repair. A scrapping of WAM's belongings may only be done with written approval by WAM.

### **5.3. Delivery, Incoming Goods Inspection, Complaints and Returns**

Upon receipt of the goods the Contractor shall be limited to the WAM's duty to examine to an examination of the quantity and identity of the delivered item and a check for visible damage. Deficiencies identified by such an inspection shall be communicated by WAM to the Contractor. The notification shall be considered timely if it reaches the Contractor within a period of two weeks from the date of delivery.

The Parties have agreed that a further incoming inspection shall not take place. The Contractor agrees that he has waived his rights in accordance with Section 377 HGB (German Commercial Code). The Contractor further agrees that the outgoing inspection of goods to be performed by him serves the same purpose as the incoming goods inspection, required by WAM, in accordance with Section 377 HGB. The Contractor must therefore align its quality management system and his quality assurance activities to this limited incoming inspection.

The Contractor will ensure that his liability insurance recognizes the above amendment of the legal regulations, without it impairing the existing insurance coverage by his liability insurance coverage.


The Contractor shall receive rejected goods returned within the agreed scope. He agrees to analyze each deviation and to immediately notify WAM of the cause of the deviation, initiated corrective and preventive measures and their effectiveness on the basis of statistical methods in the form of an 8-D report. If additional expenses, delays in the production and/or production stoppages at WAM or its customers are likely to take place resulting from the supply of products not corresponding to the specification, the supplier shall take remedial action to be carried by him immediate (replacement deliveries, sorting, rework, special shifts, express transport, etc.) in coordination with WAM. All special trips shall be reported to WAM for collection by the Contractor.

### **5.4. Response time for quality claims and costs**

We expect within 24 hours your properly containment actions. If you will not inform us about your containment actions within 24 hours we reserve the right to contact a service provider and all the involved cost have to be supported by your company.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016



	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>9</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

Furthermore we expect that your sorting/reworking order for a service provider will be carried out in maximum three working days.

We expect within 24 hours a 3D-Report and not later than 20 working days a complete 8D-Report.

If we do not receive these reports at above requested timing, we will charge you with the cost for workload of 45 min. All the cost occur (internal costs and cost charged by our customers) related to this issue have to be covered by you.

A written statement related to this issue is absolutely necessary. Please consider that every quality complaint has a negative influence on the supplier evaluation.

### **5.5. Criteria and Scope of Re-qualification Inspections**

The Contractor shall perform at least one re-qualification inspection which is free of cost to WAM, for the detection of a stable level of quality for each product group annually, beginning at the time of the initial sample. The re-qualification inspection shall include all specifications for materials, dimensions and functions prescribed by WAM for the product. They shall be performed according to the requirements for first sample inspection. The results of the re-qualification inspections shall be documented by the Contractor and supplied to WAM.

## **6. Quality Target**


The Contractor is committed to the zero defect target. The Contractor shall ensure that all its products meet the specified requirements fully. The Contractor shall inform WAM immediately if deviations from agreed targets are foreseeable and shall propose appropriate measures to eliminate the discrepancies to WAM.

The agreement of a target does not affect the liability of the supplier for warranty and compensation claims by WAM due to defects of deliveries. The specifications for the product must be observed in each case. Rather, the Contractor is also liable for any defects if the defect rate is within the framework of an agreed target.

Even if the agreed upper limits are not reached, the Contractor is not relieved of his obligation to process all rejects and to proceed with continuous improvement.

If the Contractor is not able to comply the quality targets, WAM reserves the right to carry out audits at the expense of the Contractor to arrive at action plans to achieve the quality targets. Implementation of these measures has a significant influence on future requests from the Contractor.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>10</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

## 7. Occupational safety

The Contractor shall comply with the legal regulations concerning occupational safety and accident prevention.

## 8. Duration of Contract and Termination

### 8.1. Inception

This QAA takes effect upon signing by both parties.

### 8.2. Duration

This QAA is concluded for an indefinite period and may be terminated by either party with a period of nine (9) months to the end of a quarter, but not earlier than **31.12.xxxx**.

### 8.3. Extraordinary Termination

The right to terminate for good cause remains unaffected.

### 8.4. Written form

Any termination of this QAA requires the written form for its legal validity.

### 8.5. Continued application of provisions

Should the regulatory content of individual provisions of this QAA extend beyond the contractual term, these regulations remain effective after the end of the contractual term.

## 9. Product Safety Officer

### 9.1. Designation of a PSO

WAM supplies products to the VOLKSWAGEN Group. The Contractor must, therefore, designate a product safety officer who has the knowledge described under 9.2, carries out the tasks described under 9.3 and is equipped with the skills mentioned under 9.4. The Contractor designates the following person as the PSO:

---


Surname, first name, function, telephone, email

If the Contractor does not designate a product safety officer, the role of the PSO shall be fulfilled by the management of the Contractor.

### 9.2. Knowledge of PSO

The PSO must be familiar with the manufactured product: its operation, production in detail at his own site and intended use by the customer; knowledge of the Product Safety Act and the Product Liability Act as well as methodical expertise in carrying out risk assessments.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>11</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

### 9.3. Duties of the PSO

To contribute to, process and set priorities for the rectification and prevention of defects relating to product safety in the product development phase (defects prevention).

Cooperation on or initiation of design/process FMEAs related to safety levels.

Cooperation on new product launches with a "lessons learned" approach for the prevention of defects relating to product safety in the areas of production, assembly and testing.

Creation of "lessons learned" check lists for qualified inspection of structures and processes from the perspective of product safety.

Carrying out or arranging regular production and product checks of the current series independently to confirm the product's safety for use (incl. foreseeable misuse) and the initiation and follow-up of (immediate) measures in respect of deviations.

In case of failure, an assessment of the probability and frequency of failure of the concerned product.

In case of complaint, a verification of the planned corrective measures, their timely implementation and long-term effectiveness. The effectiveness of the measures must be confirmed by the Contractor's PSO in writing.

Communication with the customer (incl. voluntary) shall be via the QA components officer, incl. notification of all details.

The PSO must ensure the quality of the information (clear details of the defects indication, limitation, probability of failure, etc.) as well as the confidentiality of the communication.

### 9.4. Competencies of the PSO

The PSO will report directly to the management, the works manager or the head of quality assurance.

Introduction of component stoppages of the current series, for example, in the event of complaints relating to security and image (also if these endanger the series application for safety reasons) incl. resource planning or dynamometer testing, validation, etc.


A PSO must be designated for each stage in the supply chain at each production facility.

## 10. General provisions

### 10.1. Transfer and accession

A transfer of rights and obligations under this QAA is allowed only with the written consent of WAM.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	<i>Sheet</i> <b>12</b>	<i>from</i> <b>13</b>
	<b>Quality Assurance Agreement</b>	<i>Created</i> <b>02/07</b>	<i>Rev - MM / YY</i> <b>12-06/16</b>

Companies of WAM group have the right to join this QAA by notifying the Contractor. Accession shall take effect with successful communication. The Contractor has already consented to the accession. Country-specific and/or product-specific regulations may be agreed separately.

### **10.2. Written form**

Additional agreements, collateral agreements and changes or additions to this QAA shall be in writing. This written requirement may only be repealed or amended in writing. The written form within the meaning of this agreement shall only be considered complied with, provided that the declaration is signed by hand by each of the Parties. The written form described in the preceding sentence cannot be replaced by an electronic form.

### **10.3. Severability Clause**

Should individual parts of this QAA be legally invalid, the validity of the remaining provisions shall not be affected. The same applies if the QAA includes a loophole. In order to fill a legal loophole, such valid provisions that the Parties would have agreed on for the purpose of the QAA had they recognized the loophole shall be deemed agreed.

### **10.4. Applicable Law**

This QAA is governed exclusively by the substantive law of the Federal Republic of Germany under exclusion of international private/conflict of laws and the UN Sales Convention.


### **10.5. Jurisdiction**

In disputes arising from this QAA, the parties will make a serious effort to find an amicable solution. An amicable solution is deemed not reached, as soon as one party notifies the other of this in writing.

In this case, the place of business of WAM is the jurisdiction, unless another jurisdiction is mandatory by law. WAM is also entitled to sue the supplier at any other permissible place.

The parties agree that any existing agreements between the parties are replaced by this QAA upon signing of this QAA.

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016

	<b>FORM FO24-6B</b>	Sheet <b>13</b>	from <b>13</b>
	<b>Quality Assurance Agreement</b>	Created <b>02/07</b>	Rev - MM / YY <b>12-06/16</b>

\_\_\_\_\_  
Place, Date

[Company stamp]

Rheda-Wiedenbrück, \_\_\_\_\_  
Place, Date

Westfalia-Automotive GmbH

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
*name and surname in block letters*

\_\_\_\_\_  
Head of Purchasing

CHRIS TROMMER  
\_\_\_\_\_  
*name and surname in block letters*

\_\_\_\_\_  
Head of Quality

\_\_\_\_\_  
*name and surname in block letters*

Dateiname	Erstellt von / am:	Genehmigt von / am:	Geändert von / am:	Genehmigt von / am:	Druckdatum
FO24-6b.doc	K. Kühn / 04.02.07	J. Waldau / 14.02.07	H. Beine / 29.06.2016	C. Trommer / 29.06.2016	13.09.2016