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| Quality Assurance Agreement –Module Automotive Technologies |
|  |

between

 Schaeffler supplier no..:

 UPIK/DUNS-Nr.:

 (hereinafter referred to as the Supplier)

and

 (hereinafter referred to as Customer)

Table of Content

[1 Scope of application 3](#_Toc102112713)

[1.1 Supplier’s responsibility 3](#_Toc102112714)

[2 Quality Management System 3](#_Toc102112715)

[2.1 Quality Management System requirements for Suppliers 3](#_Toc102112716)

[2.2 Inspection of the Quality Management System 4](#_Toc102112717)

[2.3 Supplier development 4](#_Toc102112718)

[2.4 Monitoring of special processes 4](#_Toc102112719)

[3 Customer Requirements 5](#_Toc102112720)

[3.1 Dealing with Customer Requirements 5](#_Toc102112721)

[3.1.1 Confirmation of feasibility 5](#_Toc102112722)

[3.2 Quality documentation 5](#_Toc102112723)

[3.2.1 Advanced product quality planning 5](#_Toc102112724)

[3.2.2 Production process and product release procedure 6](#_Toc102112725)

[3.2.3 Product Safety and Conformity Representative 6](#_Toc102112726)

[3.2.4 Traceability 6](#_Toc102112727)

[3.2.5 Requalification check 7](#_Toc102112728)

[3.2.6 Test and measurement equipment 7](#_Toc102112729)

[3.2.7 Inspection and monitoring of serial processes 7](#_Toc102112730)

[3.3 Storage and inspection of documents 8](#_Toc102112731)

[3.4 Nonconformities 8](#_Toc102112732)

[3.4.1 Indication of deviations 8](#_Toc102112733)

[3.4.1.1 Request for Special Release 8](#_Toc102112733)

[3.4.1.2 Request for Modification Approval 9](#_Toc102112734)

[3.4.2 Detection and rectification of defects 9](#_Toc102112734)

[3.4.2.1 Detection and rectification of defects on Supplier’s side 9](#_Toc102112734)

[3.4.2.2 Detection and rectification of defects on Customer’s side / complaints 9](#_Toc102112734)

[3.4.2.3 Reference market procedure field failure analysis 10](#_Toc102112735)

[3.5 Escalations 10](#_Toc102112735)

[3.6 Supplier evaluation 10](#_Toc102112736)

[3.7 Communication 10](#_Toc102112737)

[3.7.1 Supply On 10](#_Toc102112738)

[3.7.2 Information security 11](#_Toc102112739)

[3.8 Sources of supply/products stipulated by the customer 11](#_Toc102112740)

[3.9 Prohibited and declarable substances 11](#_Toc102112741)

[3.10 Contingency plans 11](#_Toc102112742)

[3.11 Labeling and packaging 12](#_Toc102112743)

[4 Terms of validity and termination 12](#_Toc102112744)

[5 General 12](#_Toc102112745)

[6 Appendices 13](#_Toc102112746)

[7 Agreements 13](#_Toc102112747)

# Scope of application

The "Automotive Technologies" module applies in addition to S296900 „ Quality Assurance Agreement with Suppliers of the Schaeffler Group” as a binding agreement on specific quality requirements of Schaeffler for all suppliers in the "Automotive Technologies" division. This module applies to all deliveries of products and services including development, manufacturing as well as works and services purchased by the Schaeffler "Automotive Technologies" division. This module defines concrete guidelines and instructions to be followed in the implementation of quality assurance measures and can be supplemented or specified by further project-specific requirements which shall be agreed upon.

Where supplementary requirements are defined in the module chapters, the chapter numbers in the modules refer to those in S296900 „ Quality Assurance Agreement with Suppliers of the Schaeffler Group“, unless otherwise stipulated. Supplier shall ensure compliance with this agreement and any desired deviations from this agreement shall require the written consent of Schaeffler.

All applicable forms and attachments can be found at www.schaeffler.de (via the search function) or will be sent to the Supplier upon request.

## Supplier’s responsibility

The Supplier's quality strategy must be directed towards the continuous improvement of its processes and services. This also includes the qualification of all employees in order to ensure the necessary competencies to meet customer requirements for products, processes and services.
Furthermore, the supplier is committed to the goals of "zero defects", "100 % delivery reliability", adherence to promised deadlines and cost reduction.

The Supplier is responsible for the faultless execution of its deliveries, products and services in accordance with the technical and non-technical/qualitative documents agreed upon in writing. The Supplier shall check the completeness and correctness of the documents and, if necessary, request further information from Schaeffler. The Supplier must be familiar with the requirements for the product and obtain information from Schaeffler in the event of any ambiguities.

If the Supplier places orders with Sub-Suppliers, it is obliged to enforce the requirements of this Quality Assurance Agreement also in the direction of its Sub-Suppliers.

The fulfillment of the order or the aforementioned obligations shall be ensured by appropriate contingency plans, taking into account potential risks or weaknesses.

# Quality Management System

## Quality Management System requirements for Suppliers

In addition to the standard described in S296900 „ Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

The Supplier commits to the permanent implementation of a quality management system according to IATF 16949. If this cannot be fulfilled, the Supplier must, as a minimum requirement, provide evidence of certification in accordance with the DIN EN ISO 9001 standard and demonstrate willingness to further develop its quality management system in the direction of IATF 16949. The certificates must include proof that they have been issued by an IAF/IATF-recognized certification body (e. g. accreditation symbol or registration number).

Compliance with business or material field-specific requirements (e. g. AIAG, VDA, DIN) must be ensured and proven, if agreed.

As proof of corresponding management systems, the Supplier is obliged to upload copies of the respective valid certificates to the Customer portal Supply On unsolicitedly. In justified exceptional cases, the certificates may also be sent to the responsible purchasing department.
If the issuance of a follow-up certificate is delayed, the Supplier shall inform Schaeffler Purchasing before the expiry of the valid certificate, stating the date of re-certification. As proof, the Supplier shall submit the certification company's confirmation of successful re-certification unsolicitedly.
If the Supplier's certificates are revoked and withdrawn, Schaeffler shall be informed immediately.

The Supplier shall also ensure that its Sub-Suppliers introduce and maintain a quality management system at least in accordance with DIN EN ISO 9001 and that, in addition, their system is further developed in accordance with
IATF 16949. Sub-suppliers' compliance with requirements specific to the business or material field shall be ensured. The Supplier is obliged to assure itself of the management system effectiveness of its Sub-Suppliers. The Supplier shall be responsible for any fault of its Sub-Suppliers to the same extent as for its own fault.

## Inspection of the Quality Management System

In addition to the standard described in S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

In the case of critical complaints, e. g. customer complaints or complaints that lead to significant malfunctions, repeated complaints, system weaknesses or other quality problems, Schaeffler has the right to carry out a so-called assessment at the Supplier and/or Sub-Supplier. This is used to check compliance with the agreed quality requirements.
The Supplier grants Schaeffler and, if necessary, its customers, after appropriate advance notice and within the normal operating hours of the Supplier, access to all operating sites, test centers, warehouses and adjacent areas as well as inspection of quality-relevant documents and records. Necessary and reasonable restrictions on the part of the Supplier to safeguard its trade secrets shall be observed.

Schaeffler notifies the Supplier of the assessment results. If actions are required to remedy the discovered quality deficiencies, the Supplier undertakes to process them within the set deadline by means of an action plan and shall inform Schaeffler regularly about the progress unsolicitedly.

## Supplier development

As part of the Schaeffler supplier monitoring and development process, the Supplier receives a self-assessment questionnaire, the content of which is based on the Supplier Initial Assessment as an established assessment process. This questionnaire must be processed in full within two weeks and sent back to the central Supplier Development department. In joint coordination between the business partners, potential for further development in the direction of the IATF is identified, which the Supplier realizes with the help of action plans. These development measures primarily affect suppliers who do not have IATF certification or who have had their certification withdrawn.

## Monitoring of special processes

The Supplier shall comply with the CQI standards defined by the AIAG (Automotive Industry Action Group), as well as implement and continuously apply a process management system for special processes along the entire supply chain. The evaluation of the special processes – in the form of a so-called self-assessment – is carried out at least once a year by auditors qualified in accordance with the AIAG requirements.

The evaluation sheets, action plans and other records must be stored and, if necessary, must be presented to Schaeffler for inspection at any time.

# Customer Requirements

## Dealing with Customer Requirements

In addition to the standard described in S296900 „ Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

If agreed, additional project-specific requirements for the technical and/or non-technical/qualitative execution of the products or processes, e. g. for electrical/electronic components (shortened: E/E components) are transmitted to the Supplier via the portal stipulated by Schaeffler.

### Confirmation of feasibility

The Supplier is obliged to check all technical and non-technical/qualitative requirements in relation to a secure provision of services, taking into account its own production facilities and measuring equipment ("Feasibility").

In doing so, the Supplier shall ensure via change management, among other things, that all parties involved on the Supplier's side always have the latest valid documents delivered by Schaeffler at their disposal. Invalid/obsolete versions must be marked as such and withdrawn from circulation.

The Supplier shall be obliged to assess the risk of implementing all technical and qualitative requirements for the product, process or service as well as other legal or system-related requirements and to confirm the feasibility to Schaeffler in writing no later than at the time of proposal submission.

If the Supplier recognizes that the specifications for the product or the prescribed test procedures specified in the documents contain incorrect, unclear or incomplete descriptions or that deviating properties are described, these must be reported to the Schaeffler contact person in the project in writing and clarified unsolicitedly.
The same applies if the product requirements and test methods can be supplemented by more suitable, more economical and more effective specifications or methods.

At Schaeffler's request, the documents for the final confirmation of feasibility must be presented, such as the planned production process with identification of the externally procured process steps or planned measuring equipment/systems.

## Quality documentation

The provisions of S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group” apply.

### Advanced product quality planning

Systematic advanced product quality planning is required to develop and manufacture a new product that meets Schaeffler's quality requirements. The advanced product quality planning process (see the *brochure Advanced Product Quality Planning for Supplier*) accompanies the development of the product and is intended to ensure that all customer requirements are met by the Supplier in a timely manner.

Schaeffler classifies the requirements for advanced product quality planning into three different risk ratings (RL) depending on the project risk:

* RL3 / low risk ... Simplified project work (e. g. scheduling and tracking), on-site process approval (if required),
* RL2 / medium risk ... Project work according to the APQP procedure, with process approval (Run@Rate) on site,
* RL1 / increased risk ... More intensive project work according to the APQP procedure, with the process approval (Run@Rate) on site.

The risk rating is communicated to the Supplier by Schaeffler before the purchase order is placed or is stipulated in the project contract. The corresponding requirements must be complied with by the Supplier.

### Production process and product release procedure

With the production process and product release procedure (see *brochure Production Process and Product Release Procedure for Supplier*), the Supplier must prove that all product requirements agreed with Schaeffler are met. The Supplier must comply with the corresponding requirements.

This procedure applies to the processes of product manufacturing (raw materials, semi-finished products, components, complex systems and chemical operating materials) and to services such as coating or heat treatment. The release includes the assessment of the manufacturing process, specifically the performance on the basis of relevant documents, records and initial serial samples to ensure that the prerequisites for serial production of products conforming to specifications are met. The release does not absolve the Supplier from its responsibility to comply with its contractual obligations, in particular for the defect-free manufacturing of products.

### Product Safety and Conformity Representative

In order to fulfill the requirements for product safety and product conformity, the Supplier must appoint a qualified person responsible for this function for each production site within its organization. Proof of the necessary qualifications must be submitted to Schaeffler upon request. If no specific appointment is made, Schaeffler assumes that the Supplier's Quality Manager/QM representative will perform this function.

### Traceability

The Supplier shall be obliged to ensure the FIFO principle (First in - First out) and the traceability of the delivered products at any time. The products must be clearly identifiable and traceable at all times (product and stage identification, part or batch numbering, etc.). In the event of a detected or suspected defect, traceability within the entire supply chain of the Supplier as well as Schaeffler must be ensured in such a way that the quantity of defective parts or products can be contained with the greatest degree of accuracy. A rework/repair of defective parts takes place after Schaeffler approval. The status "rework/repair" must be clearly marked and visibly affixed to the packaging/transport material.

The Supplier must define its key components in coordination with Schaeffler. An individual traceability method (e. g. DMC with a unique serial number on each part or each batch) must be defined and approved by Schaeffler for these components. The traceability concept for pre-serial and serial parts must be submitted to Schaeffler in the request for quotation phase (RfQ).

Traceable information for key components (I-DMC) must be linked to:

* the respective batches of all installed parts (down to the raw material level) and raw mate-rials,
* the individual measurement results for a 100% measurement (dimensional/functional),
* the specific process parameters in the course of process monitoring,
* the respective setup status (e. g. tools used) at the time of production.

To ensure batch traceability, the traceable information must be linked to:

* the respective batches of all installed parts (down to the raw material level) and raw materials,
* all measurement results and records of the parts that were manufactured within the respective production batch (dimensional/functional),
* the respective setup status (e. g. tools used) and process parameters at the time of the production batch.

The traceability data/information shall be submitted to Schaeffler on request.

### Requalification check

The Supplier shall subject all the products to a complete dimensional, functional and/or environ-mental test (e. g. for E/E components) on an annual basis in accordance with the production control plan (control plan/inspection plan), taking into account the applicable customer specifications for material and function. The planning of the annual requalification check must be evident in the Supplier's product-related documents. The results shall be disclosed to Schaeffler upon request.

Upon the agreement with Schaeffler, it is possible to perform the annual requalification check for product families on one product of the product family. The scope of the product family must be agreed with Schaeffler in advance. In this case, written definition of which products belong to which product family shall be available.

### Test and measurement equipment

The Supplier is obliged to equip itself with test and measuring equipment in such a way that all agreed product characteristics can be checked. The test and measuring equipment must be suitable for the respective characteristic and be subjected to regulated, appropriate and verifiable monitoring.
If an external company is used for inspections, it must be verifiably accredited (e. g. according to DIN EN ISO/IEC 17025).

The coordination of the characteristics and requirements for test and measurement systems as well as the validation of test processes takes place in the course of advanced product quality planning. Proof of test process suitability or measurement system analysis (shortly MSA) must be carried out after prior coordination with Schaeffler Quality Technology - and unless otherwise agreed - based on the applicable standards and guidelines, AIAG - MSA or
VDA 5/ISO22514-7. The test process validation is an important prerequisite for the subsequent definition and approval of the test or measurement strategy for the respective application.

Furthermore, a measurement comparison must be carried out between the Supplier and Schaeffler in order to be able to exclude incorrect test results, e. g. due to different measurement strategies.

### Inspection and monitoring of serial processes

Consistent quality performance can only be achieved through a stable, statistically capable process. Therefore, the Supplier shall use suitable control methods such as series-accompanying records. Process parameters are also to be documented, since these can influence product characteristics e. g. in heat and surface treatment, surface coating, welding and soldering processes as well as plastic injection. Process interruptions, such as tool breakage or change, as well as quality control measures must be clearly traceable in the records.
The Supplier is obliged to provide evidence of machine and process capability. Along with this, the validation of the testing process, i. e. the suitability or ability of the testing or measurement system for the intended testing or measurement task, must be proven (see 3.2.6). If all requirements are met, the Supplier monitors its processes and product characteristics by taking regular random samples and documenting the results. For the approval of a batch, no defective product may be found in the sample (“zero defect” principle).

To monitor the processes and thus the product characteristics in serial production, the Supplier must use suitable quality control methods such as SPC statistical process control, quality control cards, error collection and evaluation lists, process optimization plans, CIP, etc. These conform to the guidelines/ standards (according to the state of the art) e. g. DIN/ISO, VDA, DGQ or AIAG. The corresponding capability characteristic values of the agreed features shall be provided to Schaeffler within one working day upon request.

Unless there are no other, higher-level requirements, the following limits apply to demonstrate process capability:

* Machine capability (MCS): cmk ≥ 1.67
* Preliminary process capability (PPU): ppk ≥ 1.67
* Long-term process capability (PFU): cpk ≥ 1.33.

The process capability study relates to an observation period agreed with Schaeffler in order to take the influences of the machine, the material, the method, the operator and the environment into the consideration. Samples of at least
5 by 25 random samples (n = 125) are to be taken at intervals that are as uniform as possible.

In case of tools with multiple cavities, e. g. plastic injection molding, the sample size per cavity is limited to at least 25 parts (a total of at least 125 measured values). Deviating regulations must be agreed in writing with Schaeffler.
From an economic point of view and with the aim of minimizing errors, Schaeffler expects the Supplier to continuously improve the manufacturing processes and parts handling. Suitable measures must be implemented to avoid impact points and contamination – especially in the case of bulk materials.

In the event of an incapable process (cpk < 1.33), the Supplier is obliged to immediately initiate suitable corrective actions. Until the process capability is achieved again, the Supplier shall carry out a 100 % check. The achieved process capability must be proven.

For the analysis of attributive characteristics, clear guidelines, limits or OK/not OK criteria shall be defined by means of failure catalogues and documented in quality control or inspection charts.

## Storage and inspection of documents

In addition to the standard described in S296900 „ Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

The Supplier shall be obliged to comply with the applicable statutory and possibly existing regulatory requirements with regard to the documentation and archiving of production-accompanying quality records and shall ensure the implementation of the operational requirements for tamper-proof and theft-proof archiving over the entire retention period.

Contract-relevant documents as well as documentation for production planning and the ongoing process including all records for their quality assurance and reference samples as well as testing parts are subject to the statutory minimum retention periods. In addition, retention periods for special characteristics or further product characteristics which go beyond the periods specified in laws, applicable standards and guidelines such as VDA1 – Documented Information and Retention – Guideline for the Control and Retention of Documentation within the Product Life Cycle, can be agreed between Schaeffler and the Supplier on a customer-specific or project-specific basis.

## Nonconformities

### Indication of deviations

The provisions of S296900 „ Quality Assurance Agreement with Suppliers of the Schaeffler Group” apply.

#### Request for Special Release

In the event of deviations from the product or performance specification (drawing, technical delivery conditions, material, material characteristics, etc.) or from the approved process, the Supplier must apply for a special release from Schaeffler before the product delivery.

For this purpose, a written approval must be obtained from Schaeffler prior to implementation via the contact person indicated on the purchase order using the customer-specific application form (see *brochure Modification Approval / Special Release*).

#### Request for Modification Approval

In the event of changes in the product, process, material, tool, production plant/line or the production location (relocation) planned by the Suppliers as well as Sub-Suppliers – the Supplier must apply for modification approval from Schaeffler at an early stage.

Schaeffler's written approval shall be obtained via the contact person indicated on the purchase order using the customer-specific application form (see *brochure Modification Approval / Special Release*). No modification is permitted without Schaeffler's prior written consent. In particular, Schaeffler is entitled to refuse approval in the event of relocation of the production line six months before and twelve months after SOP.

### Detection and rectification of defects

The provisions of S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group” apply.

#### Detection and rectification of defects on Supplier’s side

If, during the manufacturing process, the Supplier discovers defects/deviations in the product, processes and equipment necessary for the production/transport of the product, packaging necessary for internal/external transport or in the service to be provided, the Supplier shall immediately interrupt and rectify the process.

All products that have been manufactured since the last sampling inspection carried out with a positive result (last good part) must be 100 % checked. Defective products discovered in the process must be confiscated immediately and kept in a safe place ("quarantine area") with appropriate, clear identification until the root cause of the defect has been clarified. If these defective products can be reworked or repaired – prior approval from Schaeffler is required – all specified serial tests must be carried out and it must be ensured that the Schaeffler specification is adhered to. Implemented corrective actions must be clearly documented in the records.

It must be immediately checked if the defect found in the product and/or process can occur in other Schaeffler products. In the event of a positive check, the affected products or processes must also be interrupted and rectified.

If it is determined during the limitation of the defective volume that defective products may already have been delivered to Schaeffler, the responsible quality assurance departments in all affected Schaeffler plants must be notified immediately in order to clarify the further actions.

#### Detection of defects on Customer’s side / complaints

If defects are found at Schaeffler, Customer of Schaeffler or End Customer in the product, packaging, documentation/ shipping documents or in the service to be provided, Schaeffler informs the Supplier, e. g. in the form of a notification of defects, and requests to formally analyze the complaint and to implement effective corrective actions (see the *brochure Complaint Processing for Supplier*).
The Supplier is obligated to immediately initiate suitable immediate actions to isolate defects in all products that are suspected of being defective and remain in circulation.

In the event of complaints from the OEM side (Customer of Schaeffler), Controlled Shipping Level 1 (shortened: CSL) must be implemented immediately; the characteristics to be checked are defined by Schaeffler. In the event of further potentially defective products, the CSL1 must be expanded to include these. The description and details of the CSL are defined in the brochure Escalation Process for Supplier.

Complaints are included in the supplier evaluation (see the *brochure Supplier Evaluation*), which is an important decision criterion for Schaeffler when placing new orders.

#### Reference market procedure field failure analysis

Insofar as the use of a reference market procedure or a similar procedure to facilitate the determination and settlement of product failures is agreed between Schaeffler and the Supplier in the event of a field complaint,
the VDA Volume "Marketing and Customer Support – Field Failure Analysis" or AIAG CQI 14 "Automotive Warranty Management Guideline" shall be used as the methodological procedure for the defect analysis.

If necessary, details of the reference market procedure will be agreed separately.

## Escalations

In addition to the standard described in S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

In the event of increasing quality or delivery problems, specifically repeated or serious complaints, the supplier is assigned the selected escalation level as part of a process predefined by Schaeffler (see the *brochure Escalation Process for Supplier*). Within the scope of the escalation levels, increased requirements must be placed on the inspection of the delivered products (e. g. CSL levels), suitable remedial measures must be initiated and their effective implementation tracked.

Further regulations regarding higher inspection intervals or increased inspection scope can be defined in a quality target agreement.

## Supplier evaluation

In addition to the standard described in S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

In the interests of continuous improvement, but also in order to identify potential risks with suppliers at an early stage and to counteract them with suitable corrective actions, the quality and delivery performance of the suppliers is regularly assessed. This is done using standardized evaluation criteria (see the *brochure Supplier Evaluation*). The evaluation results are communicated to the suppliers at regular intervals and at the same time serve Schaeffler Purchasing as a decision criterion before placing new orders.

## Communication

The provisions of S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group” apply.

### Supply On

Considering shorter response times and improved transparency in electronic data exchange between Schaeffler
and the Supplier, the Supplier undertakes to register on the central Supply On platform (for more information see www.SupplyOn.com) in order to use it for traceable communication and order processing. Both business partners nominate the contact persons and deputies who are responsible for handling the processes via the portal.

If other tools are used for electronic data exchange, these are subject to the legal and normative requirements for information security and must be approved by Schaeffler.

### Information security

Suppliers and service providers who are closely involved in the Schaeffler product development process receive and process sensitive and valuable information. This information must be protected by implementing adequate technical and/or organizational security measures. The operation of an information security management system in accordance with ISO/IEC 27001 and proof of successful completion of a TISAX assessment must be submitted upon request.

## Sources of supply/products stipulated by the customer

In addition to the standard described in S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

If Schaeffler provides the Supplier with production, operating, testing and measuring equipment or other tools, these must be included by the Supplier in its quality management system as its own resources.

All production, operating, testing and measuring equipment or other tools which are required by the Supplier for the provision of the service and which are in the Supplier's possession but are Schaeffler's property must be clearly and permanently marked as such.
The responsibilities for the maintenance, servicing and calibration of such operating and measuring equipment are to be coordinated between the business partners and agreed in writing.

## Prohibited and declarable substances

In addition to the standard described in S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

Application-specific substance prohibitions and declaration obligations must be taken into account already during the product development stage. For the products supplied to Schaeffler, the specifications in accordance with
Schaeffler Standard S132030-1 Prohibited and declarable substances must be complied with, confirmed and verified by means of a conformity certificate.
The conformity certificate must be updated by the Supplier in the event of changes with regard to conformity with legal requirements and/or the material data and shall be therefore resubmitted. Compliance with these requirements does not absolve the Supplier of the responsibility to observe all the further applicable laws and regulations.

For the declaration of constituents in Schaeffler purchased products and their materials in Automotive Technologies, the Supplier undertakes to create preliminary and final material data sheets (MDSs) in the international material data sheet system (IMDS). The statutory provisions as well as the general regulations for the creation of material data sheets remain valid.

IMDS entries must be provided unsolicitedly and on time; without an accepted IMDS entry, the initial serial sampling will not be approved. The corresponding IMDS number must be specified in the sampling documents (PPAP).
Depending on the end customer and legal relevance (type approval), IMDS data may also be required for prototypes,
i. e. for components in the development phase or in the phases prior to the start of serial production. In this case, it is also required to provide these on time and in compliance with the relevant IMDS guidelines and customer requirements.

Declarations are to be created in the CAMDS (China Automotive Material Data System) on request. The same rules as for handling in the IMDS system are applied in this case.

## Contingency plans

The Supplier must ensure that all potential risks within the supply and process chain that could negatively affect its ability to deliver are independently identified and assessed. Possible events that can lead to an emergency, such as machine breakdown, personnel shortfall or material bottlenecks, cyber-/online attacks on IT systems, Sub-Supplier or power failure, must be mapped, including emergency measures, in a contingency plan. The contingency plan must be linked to a description of the Supplier's internal escalation rules, in which the information cascade is clearly described.

The contingency plan shall be checked annually for effectiveness and adjusted if necessary. It shall be delivered to Schaeffler upon request.

## Labeling and packaging

With regard to the labeling and packaging of the products, the requirements agreed with Schaeffler (packaging data sheets, packaging manual for suppliers, logistics guidelines, etc.) must be observed. It must be ensured that the labeling of the packaged products is also recognizable during transport and storage. Deviations from existing labeling obligations require a written agreement between the Supplier and Schaeffler in accordance with the requirements of the QAA (Chapter 3.4.1.1 Application for special release or 3.4.1.2. Application for modification approval). Products that do not meet the required series specifications (prototype parts, initial sample parts, parts with special release, rework/repair parts, etc.) must be generally clearly labeled.

The products must be stored and delivered in suitable packaging materials and transportation means approved by Schaeffler in order to avoid damage and deterioration in quality such as contamination, damage or corrosion.

In coordination with Schaeffler, the Supplier must define a corrosion protection concept for its product that complies with the requirements of S132299. Products at risk of corrosion must be protected against corrosion by the Supplier by means of suitable measures and taking into account the environmental influences during transportation and storage. This protection must be guaranteed for at least the defined minimum possible storage time (generally 6 months) after receipt of the goods at the Schaeffler plant, provided that the packaging is not opened beforehand.

# Terms of validity and termination

In addition to the standard described in S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the following supplementary requirements apply.

The module "Automotive Technologies" is considered as a supplement to the contractually agreed S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group” and becomes effective upon signature by both parties. The module "Automotive Technologies" is concluded for an indefinite period.
If S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group” is terminated, this shall also be deemed as termination of the "Automotive Technologies" module which shall end at the same time as
S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group”. Independent of a termination of S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group”, the "Automotive Technologies" module can be terminated in writing by either contracting party with a notice period of 12 months if submitted by the end of the month. The termination of this module shall have no effect on the continuation of S296900 „Quality Assurance Agreement with Suppliers of the Schaeffler Group” and the contracts concluded between the Parties under the validity of the "Automotive Technologies" module. The conditions of this module shall continue to apply to these.

# General

1. . The contractual relationship is governed by German law, excluding its conflicts of law rules. The competent court of jurisdiction is Nuremberg, Germany. The Customer is, however, also entitled to file an action against the Supplier at another competent court.
2. . If a contractual provision is or becomes ineffective, the validity of other provisions will remain unaffected.

The parties commit themselves, in good faith and within the scope of what is reasonable, to replace ineffective provisions with effective regulations which have an economic result equivalent to the original provisions.

# Appendices

The following appendices are part of the contract in the respective current version of both S296900 “Quality Assurance Agreement for Suppliers of the Schaeffler Group” and of this “Automotive Technologies” module.

(see www.Schaeffler.de / Company / Purchasing & Supplier Management / Quality):

Brochure 1 Advanced Quality Planning for Suppliers

Brochure 2 Production Process and Product Approval for Suppliers

Brochure 3 Modification Approval / Special Release for Suppliers

Brochure 4 Complaint Processing for Suppliers

Brochure 5 Supplier Evaluation

Brochure 6 Escalation Process for Suppliers

# Agreements

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|             |

|  |  |  |
| --- | --- | --- |
| **Supplier** |  | **Customer** |
|       |  | Schaeffler Technologies AG & Co. KG |
| Supplier name |  |  |
|       |  |  |
| Schaeffler Supplier no. |  |  |
|       |  |       |  |       |  |       |
| Place |  | Date |  | Place |  | Date |
|  |  |  |  |  |  |  |
|       |  |  |  |       |  |  |
| Name |  | Signature |  | Name |  | Signature Purchasing |
|  |  |  |  |  |  |  |
|       |  |  |  |       |  |  |
| Name |  | Signature |  | Name |  | Signature Quality |