Adoption of the

Quality Assurance Agreement (e.g. with Production Material Suppliers)

between

 Schaeffler supplier no.:

 UPIK/DUNS no.:

 (hereinafter referred to as the supplier)

and

 Insert relevant contracting Schaeffler company

 (hereinafter referred to as the customer)

 (hereinafter referred to individually as the “Party” and collectively as the “Parties”)

Customer and supplier wish to principally adopt the terms and conditions of the Quality Assurance Agreement with Production Material Suppliers (or other QAA template with similar content) as attached hereto as Annex 1 and hereinafter referred to as “QAA”. Therefore, the Parties agree to the following:

1. The terms and conditions as set out in the QAA are incorporated herein by reference and shall apply to the business relationship between the Parties. For the purposes of this amendment, references in the QAA to the term customer shall be deemed to refer to       (Please enter the full name of the Company of the Schaeffler Group entering into this Amendment)and the term Supplier shall be deemed to refer to       (Please enter the full Name of the Supplier entering into this Amendment).
2. The following amendments to the QAA shall be made:
3. The following sentence shall be added after the second section:

*“A current valid list of the companies of the Schaeffler Group may be viewed in the annual report of the Schaeffler group, available at www.schaeffler-annual-report.com, or shall be mailed to Supplier upon request.”*

1. Section 5 and 6 shall be deleted and shall be replaced by the following:

***Term, Termination***

*This Quality Assurance Agreement enters into force upon signature of both parties and is concluded for an indefinite period of time. It applies to the Supplier's business relationship with all companies of the Schaeffler Group. This Quality Assurance Agreement may be terminated by each contracting party in writing by giving twelve months' notice to the end of the month. The termination has no effect on the continuation of contracts concluded between the Supplier and a company of the Schaeffler Group under the terms of this Quality Assurance Agreement. For these, the terms of this Quality Assurance Agreement shall continue to apply.*

1. Section 7 shall be deleted and shall be replaced by the following:

*The place of jurisdiction and applicable law shall be as explicitly agreed between the Supplier and the companies of the Schaeffler Group. In the absence of explicit regulations, the law of the country in which the Schaeffler Group company has its registered office shall apply. The place of jurisdiction shall be the registered office of the respective company of the Schaeffler Group, subject to any other exclusive place of jurisdiction.*

1. [only insert deviations due to mandatory law]
2. All other terms of the QAA shall remain unaffected. In case of any conflicts between this Adoption and the QAA, this QAA shall prevail.
3. In the event that any provision of this Adoption is invalid or may become invalid, the validity of the remaining provisions shall not be affected thereby and shall remain valid. The Parties commit themselves, in good faith, reasonably to replace any invalid provision with a valid provision that has an economic result equivalent the original provision

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| **Supplier** |  | **Customer** |
|       |  |       |
| Supplier name |  | Customer name (the Company of the Schaeffler Group) |
|       |  |  |
| Schaeffler supplier no. |  |  |
|       |  |       |  |       |  |       |
|  |  |  |  |  |  |  |
| Place |  | Date |  | Place |  | Date |
|  |  |  |  |  |  |  |
|       |  |  |  |       |  |  |
|  |  |  |  |  |  |  |
| Name |  | Signature |  | Name |  | Signature, Purchasing |
|  |  |  |  |  |  |  |
|       |  |  |  |       |  |  |
|  |  |  |  |  |  |  |
| Name |  | Signature |  | Name |  | Signature, Quality |