

Quality Assurance Agreement

For assurance of production- and delivery quality of suppliers

关于供应商生产和交货质量的保证

之

质量保证协议

Concluded between

<company name 公司名称>

<address 1 地址 1>

<address 2 地址 2>

and all companies of the SUPPLIER 和供应商的所有公司
hereinafter referred to as "supplier". 以下称为“供应商”

and 与

EGSTON Electronics Zhuhai Ltd.

**3/F, No. 3 Pinggong No. 1 Road, Nanping Technology Ind. Park,
Zhuhai City**

P. R. C.

由益仕敦电子有限公司

中国珠海市南屏科技工业园屏工一路三号

and all companies of the EGSTON group
hereinafter referred to as "EGSTON",
以及益仕敦集团的所有公司 以下称为“益仕敦公司”)

Both parties are referred to as "contract partners".
合同双方（益仕敦公司与供应商）以下称为“合同合作方”

1. Regulation 规则

- 1.1 This quality assurance agreement ("QAA") is a binding agreement for quality assurance procedures between EGSTON and supplier for acquisition of goods, equipment's and services. All shipments of goods, equipment's and services have to follow the regulations of this agreement. Therefore both parties agreed that the QAA will be applicable to all claims emerging from such deliveries. 本质量保证协议（“QAA”）系益仕敦公司与供应商之间就商品、设备和服务采购而签订的质量保证程序方面的有约束力协议。所有商品、设备和服务的交付须遵守本协议的规则。因此，协议双方均同意：本协议将适用于前述交付物而产生的所有索赔。
- 1.2 Deviating provisions, e.g. Supplier Terms of delivery shall only be deemed agreed between the Parties if EGSTON has explicitly confirmed such provisions up front in writing. Employees of EGSTON are not entitled to accept such provision in any other

than written format. Contract negotiations between the Parties shall not be deemed as EGSTON's acceptance of any deviating provisions. 偏差规定，例如：如果益仕敦公司对该规定已经事先进行明确书面确认，则供应商的交付条款仅被视为协议双方之间所商定的条款。益仕敦公司的雇员无权接受除书面形式之外的该规定。协议双方就本合同进行的协商将不被视为益仕敦公司对任何偏差规定的接受。

- 1.3 This QAA is an EGSTON customer-specific requirement within the meaning of the IATF 16949. 本质量保证协议系 IATF 16949 含义范围内的一份益仕敦公司客户专用要求。

2. Legal Basis 法律依据

- 2.1 The legal basis between for a cooperation between the parties shall be construed by applying the agreements listed below in the following hierarchical order: 协议双方为达成合作的法律依据将被解释为对下列等级次序中所列协议的应用：

- * Supply agreement concluded between EGSTON and the SUPPLIER
- * Price agreements concluded between EGSTON and the SUPPLIER
- * Tooling contracts concluded between EGSTON and the SUPPLIER
- * QAA concluded between EGSTON and the SUPPLIER
- * Logistic agreements concluded between EGSTON and the SUPPLIER
- * Non-disclosure agreement concluded between EGSTON and the SUPPLIER

益仕敦公司与供应商之间所签订的供应协议；

益仕敦公司与供应商之间所签订的价格协议；

益仕敦公司与供应商之间所签订的模具制造合同；

益仕敦公司与供应商之间所签订的质量保证协议；

益仕敦公司与供应商之间所签订的物流协议；

益仕敦公司与供应商之间所签订的保密协议。

- 2.2 The QAA is also valid for all orders which are placed at the supplier, or any company specified in annex 2, by any company specified in annex 1 of this agreement.

本质量保证协议还对本协议附录 1 中指定的公司在供应商或附录 2 列出的任何一家公司下达的订单有效。

- 2.3 In case that supplier and producer are not identical, the supplier commits to inform the producer and if applicable the sub-suppliers about the contents of this QAA and the producer as well as his sub-supplier have to assume the obligations stipulated in the QAA accordingly. The supplier undertakes that all rules and regulations of the QAA will be obeyed by producer and sub-suppliers. Supplier assumes full, immediate and direct liability that their producers or sub-suppliers comply with the QAA as well as with applicable product specifications. 如果供应商和生产商不是一家公司，则供应商承诺通知生产商及其（视情况）子供应商关于本质量保证协议的内容。生产商及其子供应商应承担相应的义务。供应商保证生产商及其子供应商将遵守规定并直接对本质量保证协议以及适用的产品规格的遵守负责。

3. Product specific quality agreement 具体产品的质量协议

- 3.1. If necessary an additional product-specific quality agreement between the supplier and EGSTON will be concluded in order to make sure that product and basic conditions (requirements, product application, manufacturing processes,...) are meet according to

project specifications.如果有必要，供应商和益仕敦公司将签订额外的具体产品质量协议，从而确保产品和基本的条件（要求、产品应用、制造过程.....）满足与项目规范相一致的要求。

- 3.2. All documents, standards and policies listed in annex 3 are always valid in their latest revision.

附件 3 中所列的所有文件、标准和政策的最新版本一直保持有效。

- 3.3. This additional quality agreement substantiates and amends the present quality assurance agreement and other procurement documents. 此额外质量协议构成并补充当前的质量保证协议和其他购买文件。

- 3.4. In case EGSTON has not specified products or product quality in a purchase order the SUPPLIER shall be obliged to deliver products in such a way and with such a quality level, that delivered products are fit for the purpose stated in EGSTON's purchase order, or if no purpose is stated in the purchase order, that the products delivered are fit for the purpose such products are generally designed for. 如果益仕敦公司未在采购订单中说明产品或产品质量，则供应商应以某种方式交付具有某种质量等级的产品，以使所交付产品适用于益仕敦公司采购订单中所列之目的；或者，如果采购订单中未说明任何目的，则所交付产品应适用于该产品通常被用作的目的。

- 3.5. The product has to be in accordance with all valid safety standards, the state-of-the-art technical requirements und the law of the country for the final application of the product. Upon EGSTON's request the SUPPLIER shall send the respective certificates of conformity to EGSTON.产品须符合所有有效的安全标准、最先进的技术要求以及对该产品进行最终应用的国家法律要求。应益仕敦公司的要求，供应商应向益仕敦公司提供相应的符合性证明书。

4. Accomplishment of the quality assurance 质量保证的完成

Quality management system 质量管理体系

- 4.1. The supplier is liable for the compliance of quality of all goods and/or services delivered by him.

供应商对所有其交付的货物和/或服务的质量合格负责。

- 4.2. The supplier commits to aim for zero defects and to improve continuously for the purpose of enhancing his competitiveness. 供应商承诺以零缺陷为目标，并不断改进其产品的竞争力。

- 4.3. The supplier commits to continuous improvement and enhancement of his methods and processes. 供应商承诺不断改进和提高其方法和过程。

- 4.4. To cope with this responsibility the supplier has to adhere to at least a quality management system according to ISO 9001 and OHSAS 18001. Once a year the transmission of a valid certificate issued by an accredited certification company in copy is demanded as proof.为了履行此责任，供应商必须至少执行符合 ISO 9001 和 OHSAS 18001 的质量管理体系。作为证明，供应商应每年传送一份由认可的认证机构出具的有效证书。

- 4.5. Suppliers of automotive parts are additionally and mandatory required to maintain a system according to IATF 16949. 另外，汽车配件的供应商必须按照 IATF 16949 标准维持质量体系。

- 4.6. Suppliers of medical parts are additionally and mandatory required to maintain a system according to ISO 13485. 医疗配件供应商还须拥有符合 ISO13485 的体系。

- 4.7. Suppliers who do not maintain a system according to the above-named norms commit to implement such a quality management system within a period agreed by both contract partners. The progress of the implementation will be confirmed quarterly by sending an action plan to EGSTON. 未根据上述标准维持质量体系的供应商承诺在合同合作方商定的期限内实施上述的质量管理体系。供应商应每个季度向益仕敦公司提交行动计划以确认实施的进度。

Technical documentation 技术文件

- 4.8. The supplier must ensure that only valid documents which comply with the particular contract are used. Specifications, norms and drawings etc. upon which orders are based are binding. 供应商必须确保仅使用符合相关合同的有效文件。作为订单依据的规格、标准和图纸等具有法律约束力。
- 4.9. All technical changes (parts, drawing etc.) have to be documented by the supplier and remain traceable for a period of 15 years. 所有的技术变更（部件、图纸等）必须在供应商处归档并保持可跟踪 15 年。
- 4.10. The Supplier undertakes to critically review all technical elements of the product specification received such as but not limited to technical documentation, process descriptions, testing procedures etc. with regards to fitness for use. In case Supplier recognises more adequate, more economical and / or more effective processes or specifications, supplier commits to submit according improvement proposals to EGSTON. 如果供应商认识到所提供的样品及其技术文件中所要求的结构或测试工艺可以由更完善、更经济和/或更有效的结构或测试工艺取代,供应商承诺向益仕敦公司提交建议方案。

Contract review 合同评审

- 4.11. The supplier undertakes to execute a feasibility check for all products or services ordered from EGSTON on the basis of the received technical documentation. With the acceptance of a purchase order from EGSTON supplier confirms the feasibility and assumes full responsibility for the quality of product manufacturing and on time delivery. Alterations of specifications received are only allowed after EGSTON has given written approval. 供应商基于收到的技术文件审查产品生产的可行性。供应商接受后,即确认产品可生产并承担产品制造质量和准时交付的责任。只有在益仕敦公司书面批准后,供应商才允许偏离合同要求。
- 4.12. EGSTON reserves the right to demand a written confirmation of the feasibility study. 益仕敦公司保留向供应商要求对制造可行性的书面确认的权利。

Performance guarantee 能力保证

- 4.13. The supplier undertakes to implement adequate actions which assure their production and delivery abilities based on the existing quality policies and contracts. EGSTON reserves the right to demand accordant evidence. 供应商必须在符合既有的质量政策的要求下,负责采取合适的行动以确保其生产和交货能力。益仕敦公司保留要求供应商提供相应证明的权利。

Process documentation, initial sample and requalification 工艺文件、初始样品和再鉴定

- 4.14. The supplier warrants to inform EGSTON immediately in written about any intended and unintended deviation and/or change of products, property of products, services,

raw materials of products, production technologies, vendor parts, data sheets, raw material supply chain, equipment or manufacturing process and place of production or any other changes of the products or service of the supplier. Any such changes require the written confirmation of EGSTON. In case of such deviations EGSTON may demand a renewed initial sample report free of charge.

如果产品、产品特性、服务、产品的原材料、生产工艺、供应商零件、参数列表、产品供应链、设备或制造过程有意外或预期的偏离和变动，供应商承诺立即书面通知益仕敦公司。变更必须要有益仕敦公司的书面承认。在此情况下，益仕敦公司可要求免费的更新的初始样品报告。

4.15. The supplier undertakes to define the manufacturing process including all raw materials in written form. Serial production may only start after approval of initial samples by EGSTON. This so approved manufacturing process is obligatory and an integral part of the quality assurance agreement. 供应商承诺以书面形式制定制造过程，包括原材料的供应。只有在益仕敦公司批准初始样品后才可以开始批量生产。制造过程的批准是必须的，也是本质量保证协议的必要组成部分。

4.16. Initial sample parts have to be produced with the serial production tools and under conditions of serial production. According the order from EGSTON the valid initial sample stage according K0402-WI06 with the forms in K0402-WI06-F01 have to be applied. Unless otherwise agreed, submission level 2 (according to VDA 2) becomes effective. All documents are to be sent in current and up-to-date VDA-format: 须使用批量生产工具在批量生产条件下生产初始样品零件。根据益仕敦公司下达的订单，在有效的初始样品阶段，须符合 K0402-WI06 的要求，并应用 K0402-WI06-F01 的格式。如果未经另行商定，按照等级 2（符合 VDA2）进行的提交有效。所有的文件必须以当前和最新的 VDA 格式提交。

In the cases outlined below supplier has the mandatory obligation to present initial samples for inspection and approval by EGSTON before starting the serial production 在以下情况下，在批量生产前必须对初始样品进行检查以供益仕敦公司分别评估和批准：

- .: before first serial delivery of a new product / part 新产品/部件的第一次批量生产交货前；
- .: before serial production from new / changed tools 新/变更工/模具的批量生产前
- .: before serial production of changed product / material 产品/材料变更的批量生产前
- .: before serial production of having changed one or more production method(s) 生产方法变更的批量生产前
- .: after implementations of corrections according to test report of EGSTON 在根据益仕敦公司的测试报告修改后
- .: after relocation of production 生产地点转移后
- .: on changing sub-suppliers 供应商更改了其材料的子供应商后
- .: on interrupting the production for more than 12 months 停止生产超过 12 个月后
- .: After delivery stop caused by quality defects. 因益仕敦公司的质量投诉而停止交货后

4.17. Through issuing an initial sample report according to VDA 2 respectively PPAP Supplier warrants that the parts correspond to all requirements. In general all characteristics have to be tested by the supplier. Characteristics which cannot be tested by the supplier must either have a certificate of compliance or a test report according EN 10204 or comparable standards or a test report issued from an accredited testing laboratory. The test records have to be added to the initial sample parts. A drawing with position numbers has to be enclosed as well. 通过出具符合 VDA2 要求的初始样品报告，PPAP 供应商保证：所有零件均符合所有要求。一般情况下，所有特性须由供应商测试。供应商不能测试的特性必须提供相应的合格证或者符合 EN 10204 或同等标准的测试报告或者合格的实验室的测试报告。测试记录必须与样品同时提交。另外还要包括带有位置编号的图纸。

- 4.18. Furthermore the supplier warrants to carry out a yearly requalification test (complete measure/qualification of all demanded characteristics) of all products delivered to EGSTON. EGSTON is entitled to require the result of the requalification tests at any time. 另外，供应商承诺对交付的产品每年至少进行一次质量再鉴定测试（完成所有被要求的特性的全部测量）。益仕敦公司可以在任何时候要求供应商提交再鉴定测试的结果。

Special Characteristics 特殊特性

- 4.19. EGSTON will define traceable special product characteristics such as but not limited to safety-, function- or processing characteristics in the product specifications. 益仕敦公司在产品规格书中定义包括但不限于有关产品的安全、功能和过程等方面有要求的特殊特性。
- 4.20. The supplier warrants to include such special product characteristics in his production processes in a traceable manner. Aforementioned special product characteristics are to be treated as an integral basis for all process-FMEA activities held on the suppliers premises and have to be rendered to EGSTON in a complete manner if requested from EGSTON. 供应商承诺其生产过程中的特殊特性可追溯。这些确定的产品特殊特性是过程 FMEA（潜在失效模式及后果分析）的基础。在益仕敦公司要求的情况下，供应商应向益仕敦公司完整地提供上述文件。

Prozess-FMEA 过程潜在失效模式及后果分析

- 4.21. Analysis of potential failures and their consequences (FMEA - Failure mode and effective analysis) has to be carried out mandatory. Supplier warrants to execute a Design -FMEA for parts the supplier designs/constructs under his sole responsibility. (mandatory also for equipment's) Further Supplier warrants to carry out a process-FMEA for all manufacturing processes prior to the manufacturing of any tools or equipment. All factors which might influence manufacturing processes have to be considered and evaluated. All process-FMEA's have to comprise at least a production feasibility study of all special characteristics required by EGSTON. Adequate actions for process assurance have to be carried out as soon as potential risks are detected. 潜在失效模式和后果分析(FMEA)的实现是强制性的条件。对供应商负责设计的产品，供应商必须进行设计 FMEA（同样适用于设备）。从工/模具和设备的制造开始，供应商应对所有的制造过程进行过程潜在失效模式及后果分析。分析中必须考虑和评估所有对制造过程的影响的因素。过程 FMEA 必须至少考虑特殊特性的可生产性。在可能产生质量失效的工序应采取相应的预防措施以确保生产过程的有效控制。
- 4.22. The process-FMEA has to be carried out according latest to state-of-the-art technical requirements. 过程潜在失效模式及后果分析应结合最新的技术要求进行。

Monitoring of production processes and products 过程和产品的监控

- 4.23. The supplier undertakes to define a test layout capable of guaranteeing compliance of delivered products with the required specifications. 供应商承诺制定能够保证符合规格要求的交货产品的测试方案。
- 4.24. The supplier warrants to monitor and record the manufacturing process by using proper statistical methods in order to verify process reliability of special product characteristics (according ES001) throughout the entire production process. Special product characteristics for which process reliability cannot be guaranteed are to be controlled 100% by Supplier. Critical product characteristics have to be controlled 100% by Supplier generally. In cases where this is not possible (e.g. because only a destructive test is possible) Supplier has to verify statistically that the variance between average

specified value and the upper and lower limits is bigger than 5 times the standard deviation. 供应商承诺使用适当的统计技术方法以监控和记录制造过程，从而能在整个生产期间随时可对特殊特性的过程能力（按照 ES001 的要求）进行验证。过程能力无法保证的主要特性供应商要 100%控制，保证合格。关键特性通常也要 100%控制，保证合格。如果无法实现（如只能进行破坏性试验），则应通过统计方法验证平均值与限制值的距离大于 5 倍标准方差。

- 4.25. As far as possible monitoring/production methods inevitably avoiding delivery of nonconforming parts have to be applied (Poka Yoke). 应尽最大程度地使用监控方法以强制性地避免交付不符合要求的部件（防错措施）。
- 4.26. In case Supplier discovers that confirmed agreements (e.g. specifications, dates, amounts) cannot be respected, Supplier is obliged to inform EGSTON. With regards to a quick problem solving the supplier commits to disclose all data. 如果供应商认识到无法履行已经达成的协议（例如规范、日期和数量），则供应商有义务尽可能早地通知益仕敦公司。为了尽快解决问题，供应商承诺可提供所有的相关数据。
- 4.27. The supplier agrees to keep records demonstrating the execution of quality assurance actions such as sample-, measurements records or test results (documentation) in an orderly manner so that EGSTON can refer back to these records if necessary. 供应商应维持其质量保证行动井然有序地进行，特别是关于测量值和测试结果的记录（需归档管理），以便 EGSTON 需要时可提供相关记录参考。

Identification, Traceability and Documentation 标识、可追踪性和归档

- 4.28. By applying adequate means of product identification the Supplier will insure 100% traceability as well as uninterrupted quality monitoring of all materials, manufacturing processes and products.
供应商通过适当的产品标识以确保所有材料、制造过程和产品的具有 100%可追溯性和质量的一致性。
- 4.29. Production has to be based on the FIFO-principle (First in First Out). 在生产过程中必须采用先入先出（FIFO）的原则。
- 4.30. Supplier warrants that 100 % product traceability is effected in such a way that in case of a defect on one part of the supplier defective part/products could be detected in a secure manner. 供应商承诺产品的 100%可追溯性,在出现个别产品不良的情况下,可立即追溯到缺陷产品。
- 4.31. Quality-related data and samples must be archived after the last volume/service part delivery for a period of 15 years. 与质量相关的数据和样品在最后量产产品或服务交付后须最少存档保存 15 年。
- 4.32. For all EGSTON orders or call-off orders a representative amount of samples has to be archived in an adequate location for at least the retention period of quality-related data. In the end of the retention period the samples still have to correspond to the state of their production. 对于益仕敦公司下达的每个订单或实际订单，应至少在质量相关数据的保留期内在适当的地点保存适当数量的样品。在保留期过后，样品仍然要和先前的生产状态一致。
- 4.33. Unless otherwise agreed in the initial sampling process an evaluation report according to DIN (EN 10204) has to be enclosed to each separate delivery. In any case these reports have to arrive together with the delivery of the products. 除非在初始样品提交时另行商定，必须对每笔单独的交货附上符合 DIN（EN 10204）标准的评估报告。此报告必需与交货产品一起。

- 4.34. Type, content and scope of the evaluation report are defined as follows: 评估报告的类型、事项和数量如下:
Type 类型: certificate according to EN 10204 根据 EN 10204 证明
Content 事项: Special product characteristics as well as all material data 特殊特性和所有的材料数据
Scope 范围: size check 尺寸检查: per delivery lot 3 pieces 每批交货时至少三件
material test 材料测试: once at each used material charge 每个所用材料的每个批次进行一次

Audit 审核

- 4.35. EGSTON is entitled to conduct audits at the supplier's premises to ensure Supplier's compliance with agreed quality assurance actions. Audits may either be conducted by EGSTON or by EGSTON in cooperation with their customer or by a third party nominated by EGSTON. The supplier grants EGSTON the right to access Supplier's premises to carry out quality audits. Audits may be effected in the form of system-, process- or product-audits. The audit date will be fixed according the incident. 益仕敦公司有权亲自或与客户一起或者派遣第三方通过在供应商处进行审核以评估供应商进行的质量保证活动是否符合要求。供应商确保益仕敦公司有权进入其工厂进行质量审核。审核可作为质量体系审核、过程审核或产品审核。审核的日期将视具体情况而定。
- 4.36. If a supplier engages sub-suppliers or suppliers, the supplier commits to carry out audits at the sub-suppliers or suppliers together with EGSTON or from a third party. 如果供应商有子供应商或供应商，则供应商承诺同意与益仕敦公司一起对子供应商或供应商进行审核或者将审核的权利交给第三方。

Defective products 缺陷产品

- 4.37. It is agreed that the supplier has to perform an outgoing quality control of products delivered to EGSTON. EGSTON shall have no obligation to perform incoming quality inspection. In case EGSTON detects defects during manufacturing and/or assembly of the product, these defects will be notified to the supplier within a reasonable period of time after detection. The SUPPLIER expressly waives the right to hold EGSTON accountable for either incomplete or delayed incoming quality inspection, or delayed notice of defect. 协议双方商定: 对于向益仕敦公司交付的产品, 供应商须进行出货质量控制。益仕敦公司没有义务对交付的货物进行进料检查。如果在产品的制造或组装过程中发现了缺陷, 将在发现后的适当时间内通知供应商。供应商明确放弃要求益仕敦公司对不完整的或延迟的进货质量检验或延迟的缺陷通知承担任何责任的权利。
- 4.38. The supplier undertakes to start the problem root causing activities as soon as possible and warrants that follow up deliveries are free of any defects. Furthermore Supplier undertakes to replace the entire defective quantity with an error-free delivery as soon as possible. 供应商承诺尽快开始问题的分析并保证无差错的货物交付。供应商还承诺由于缺陷对交货的影响而对无差错的完整交货费用进行修改。
- 4.39. The supplier's answer must include the following: 供应商的答复必须包括以下内容
- ∴ Commitment that the next deliveries include only error-free parts 承诺下一次交货时无缺陷部件
 - ∴ Immediate first rough failure analysis within 24 hours 必须在 24 小时内反馈一个应急措施
 - ∴ A detailed and completed 8D-report within one calendar week. 一个日历星期内提交一份详细和完整的 8D 报告

- 4.40. For complaints accepted by the supplier EGSTON will charge the supplier a general processing fee of EUR 150,--. Additional work at EGSTON such as but not limited to additional product testing, sorting, repair or other will be charged to the Supplier at a rate of EUR 75,-- per hour. 对于供应商认可的投诉，益仕敦公司将要求供应商赔偿处理该投诉的费用为 **EUR 150**。—如果投诉会造成益仕敦公司的额外的包括但不限于如检测、返工或其他费用，则益仕敦公司将收取相应地处理费用为每小时 **EUR 75**。
- 4.41. In case EGSTON will receive any complaint from a customer and this complaint can be clearly linked to the respective supplier, EGSTON will charge Supplier a general processing fee of EURO 1.000.- on top of other compensation payments resulting from the claim. 如果益仕敦公司收到客户的投诉，并且此投诉可以明确追溯到某个供应商，益仕敦公司将向供应商一次性收取 1000 欧元的费用-在由此投诉造成的其他赔偿费用之外。

Incoming inspection 进料检验

- 4.42. Products delivered to EGSTON shall deemed to be in line with agreed product specification and quality level if they are supplied in accordance with the product release version or product specification defined in the purchase order. Any customary or specifically agreed product documentation such as service manuals, product drawings or any other product related documentation is agreed to be part of the SUPPLIER's delivery obligation. 对于交付至益仕敦公司的产品，如果其按照产品发布版本或采购订单中所列的产品规格的要求进行供应，则其将被视为符合协议双方所商定的产品规格和质量等级。协议双方同意：任何通常的或协议双方特别商定的产品文件（例如：服务手册、产品图纸或其他任何产品相关文件）均系供应商交付义务的一部分。
- 4.43. In case the supplier's quality standard is repeatedly not meeting agreed specifications EGSTON is entitled to carry out incoming inspections. The resulting costs will be charged to the supplier. 如果供应商的质量标准频繁的与规格不符，益仕敦公司有权对供应商交付的物料作进料检验，检验的费用由供应商承担。
- 4.44. The supplier will immediately inform EGSTON about detected defects and take all actions to minimise harms caused by the fault. 如果发现故障，供应商应立即通知益仕敦公司并采取一切措施将故障造成的损害降到最低限度。
- 4.45. In case a defective delivery may cause a production stop at EGSTON or EGSTON's customers, the supplier undertakes immediate remedy actions such as compensation deliveries, sorting or rework. In urgent cases EGSTON is entitled carry out the rework with it's own staff or by a third party. All cost incurred will be in full charged to the supplier. 如果在交货连续出现缺陷时，益仕敦公司或其客户可能出现停产，则供应商承诺立即纠正（补充供货、分拣或返工）。在紧急情况下，益仕敦公司可以自行返工或者聘请第三方返工，返工的费用全部由供应商承担。
- 4.46. EGSTON's receipt of a SUPPLIER delivery shall neither be deemed as an acceptance with regard to completeness, conformity or quality of the products delivered nor shall EGSTON's payment of a delivery be deemed as an acceptance of a defect free delivery. The parties agree that neither the receipt nor the payment of a delivery shall be considered to be a waiver of any of EGSTON's right under this contract. 益仕敦公司对供应商交付物的接受将不被视为对所交付产品的完整性、符合性或质量的接受。益仕敦公司对交付物进行的付款将不被视为对无缺陷交付物的接受。协议双方同意：对交付物的接受或付款将不被视为对益仕敦公司在本合同项下的任何权利的放弃。

Exemption 免责

4.47. Products delivered from the SUPPLIER to EGSTON have to be in accordance with product specifications and quality requirements stated in the purchase order. Product specifications and quality requirements may be defined of by referring to DIN Norms, Industry standards, EGSTON standards, information stated in drawings or other means of information. In case the SUPPLIER has doubts if the product delivered to EGSTON will meet agreed product specifications or quality requirements it is his obligation to inform EGSTON immediately. Such information will not limit any of the liabilities the SUPPLIER has under this agreement. 供应商向益仕敦公司所交付的产品须符合采购订单中所列的产品规格和质量要求。就产品规格和质量要求而言，其定义可参考 DIN 规范、行业标准、益仕敦公司标准、图纸中所载的信息或其他信息方式。如果供应商不确定向益仕敦公司所交付之产品是否符合所商定的产品规格或质量要求，则其应立即告知益仕敦公司。该告知将不限制供应商在本协议项下的任何责任。

Such request has to be sent to the responsible person in the purchasing department of EGSTON prior to any delivery. Deviations will only be accepted if safety, function and durability of the products are not affected. 须在任何交付之前将该要求发送至益仕敦公司采购部门负责人。只有在产品的安全、功能和耐久性不受影响的情况下方可接受任何偏差。

4.48. The request will be checked by the responsible function within EGSTON and a written response to the supplier will follow within an adequate period of time. 益仕敦公司将对该提案作审查，并在合适的时间后发布书面声明。

4.49. The request for exemption has to include at least following points: 免责提案至少应包括以下内容：

- ∴ Designation of the parts, part no., revision state 部件的名称、部件编号、版本状态
- ∴ Type of deviation (including sketch) and deviating quantity 偏差类型和数量（包括示意图）
- ∴ In case of deviations of material, exact specifications / analyses 如果材料偏差，应包括具体的规格/分析
- ∴ Tests carried out at the supplier prior to delivery/test results 现有的试验/证明结果
- ∴ Quantity respectively delivery period which is affected by the deviation (cumulative delivered quantity from, to and number of delivery schedule effected). 受到偏差影响的各交货期的数量（何时开始、结束交货和累计交货数量以及受影响的交货时间表）

4.50. Any approval by EGSTON does not release the supplier from his responsibility to deliver parts compliant to specifications. In any case the supplier is responsible for informing EGSTON about the deviation in written or electronic form and to obtain a written or electronic approval by EGSTON prior to any deliveries of deviating parts. 益仕敦公司的批准免责并不免除供应商交付符合规范的部件的责任。在每种情况下，供应商都应在发送前以书面形式或电子方式通知益仕敦公司，并获得益仕敦公司的书面或电子方式的批准。

5. Liability of defects 缺陷责任

5.1. According the applicable sections of the Supply Agreement 依照供应协议里的适用章节。

6. Liability 责任

6.1. According the applicable sections of the Supply Agreement 依照供应协议里的适用章节。

7. Non-disclosure 保密

7.1. According the applicable sections of the Supply Agreement 依照供应协议里的适用章节。

8. Documents, Intellectual property 文件, 知识产权

8.1. According applicable sections of the Supply Agreement 依照供应协议里的适用章节。

9. Environment protection 环境保护

- 9.1. Manufacturing processes, parts and the used raw material have to comply with legal requirements and safety-related requirements for restricted, toxic and dangerous materials as well as with environmental regulations both of the producer's and customer's country 制造部件的关键过程和使用的原材料必须符合法律要求和限制、有毒和危险材料的安全条件以及符合生产商和客户国家的环境标准。(see VDA list of notifiable substances). (参见 VDA 的须申报物质列表)。The supplier is expected to implement an environmental management system according to ISO 14001. 供应商力求实施符合 ISO 14001 的环境管理体系。
- 9.2. Approved products, materials or parts have to comply with industry standards and/or customer specific requirements. 发布的部件必须是符合行业标准和/或客户特定要求的部件。
- 9.3. Legal limits (such as: ROHS, Reach,...) are agreed to be considered as minimal product-, part- or material requirements. The suppliers for automotive products undertake to keep the IMDS-database up to date with regard to products supplied to EGSTON. 法定限制值(例如: ROHS, Reach....)是最低要求。汽车产品的供应商承诺保证更新关于其产品的 IMDS 数据库。
- 9.4. The supplier warrants to comply with any changes in legal regulations without any special instruction from the side of EGSTON. If examinations are required by law the obtained results have to be made available to EGSTON upon request. Improvements concerning the recyclability of products (new material) have to be announced to EGSTON. Upon first delivery of a i) new substances or ii) modified substances such as but not limited to raw materials, hazardous materials or auxiliary materials (e.g. oil, fat, glue, basic material for surface treatment, additives for dye and the like) a material safety data sheet has to be sent to the responsible person in EGSTON. 供应商无需益仕敦公司的特别指示, 任何变更应自行遵守法律规定的要求。如果有法律上的要求, 供应商须向益仕敦公司公开试验的结果。如果产品(新材料)的循环能力有所改进, 则供应商应通知益仕敦公司。在第一次和变更原材料、有害材料和辅助材料(油、脂、胶、表面处理基础材料、燃料添加剂等)的交付时, 供应商必须向益仕敦公司发送物料安全数据表。
- 9.5. Similar rules (written information and complete documentation) apply to deliveries of material and parts that discharge hazardous substances under special conditions as well as to deliveries of all materials whose disposal experientially cause particular difficulties. 类似规定(书面信息和完整文件)适用于在特定条件下释放有害物质的材料和零部件交付情况以及需凭经验处理会引起特别难度的材料交付情况。

9.6. The supplier undertakes to comply at the time of delivery with the current revision of applicable legal provisions from the target country (eg. ROHS, REACH,...). EGSTON is authorized to call relevant verifications or perform an audit on the spot at any time.

供应商保证遵守目的国的交货时现行版本的适用的法律规定（如 ROHS,REACH.....）,益仕敦有权要求相应的证明或者在任何时候在供应商现场执行审核。

9.7.

10. Applicable law and place of jurisdiction 适用法律和法院管辖权

10.1. All disputes between EGSTON and its SUPPLIERS or their legal successors arising from this contractual relationship, which are at least partly governed by the provisions herein or which may arise in connection herewith, including the establishment, validity, interpretation or termination of the respective agreement, shall be submit to the China International Economic and Trade Arbitration Committee (“CIETAC”) for arbitration in accordance with the arbitration Rules of CIETAC. The arbitration place shall be Shenzhen. The arbitrators shall consist of three (3) members and speak and write good English. The arbitration shall be conducted in English. Any award made by the panel shall be in English and final and binding upon both Parties and the fees for arbitration shall be bone by the losing Party unless otherwise awarded. 益仕敦公司与供货商或其法定接任者之间因合同发生的所有纠纷，包括合同的成立、生效、法律条款及合同的解释和终止，应提交给中国国际经济贸易仲裁委员会（“CIETAC”）根据 CIETAC 当时有效的仲裁规则进行仲裁。仲裁地点为深圳。仲裁庭应由三名仲裁员组成，仲裁员应有良好的英语说写水平。仲裁应以英文进行。仲裁庭作出的所有仲裁裁决均应为英文并对双方具有终局性和约束力，仲裁费用应由败诉方承担，除非仲裁裁决另有规定。

10.2. For all lawsuits that are associated with this quality assurance agreement and/or with other existing contracts between EGSTON and the supplier the place of arbitration shall be Shenzhen. 对于所有与本质量保证协议和/或益仕敦公司与供应商之间的其他合同相关的所有法律诉讼，双方商定独家仲裁管辖地为深圳。

11. General 一般条款

- 11.1. In case of significant deterioration of the SUPPLIERS credit standings EGSTON shall be entitled to rescind from this agreement as well as from any pending orders.如果供应商的信誉极大地降低，则益仕敦公司有权撤消本协议以及任何待决订单。
- 11.2. By signing this agreement the SUPPLIER confirms (i) that the SUPPLIER has carefully read and understood this agreement, (ii) that the SUPPLIER is in agreement with this QAA and (iii) that the QAA will form an integral part of all EGSTON purchase orders. The SUPPLIER's general terms of delivery shall not apply.通过签署本协议，供应商确认（1）供应商已仔细阅读并理解本协议；（2）供应商同意接受本质量保证协议，且（3）本质量保证协议将构成益仕敦公司所有采购订单的一个完整部分。供应商之一般交付条款将不适用。
- 11.3. If provisions of this Agreement are, or should become entirely or partially invalid or unenforceable, this shall not affect the validity of the remaining provisions. The foregoing shall also apply if the Agreement contains any regulatory gap. Instead of the invalid or unfeasible provision, or in order to close the gap, a ruling shall be used, which, in so far as it is legally permissible, as closely as possible reflects the intentions of the Parties concluding the Agreement or, considering the meaning and purpose of the Agreement, the potential intentions of the Parties had they considered the point at the time of concluding the Agreement.如果本协议的全部或部分规定是或将是无效或不可执行的，则此将不影响剩余规定的有效性。如果本协议项下存在任何规定方面的分歧，上述规定同样适用。为代替无效的或不可执行的规定，或为消除该分歧，将使用某种判决。该判决应为法律所允许，且尽可能贴切地反映出协议双方签订本协议的意图或协议双方在签署本协议之时已考虑到的协议双方的潜在意图（鉴于本协议的含义和目的）。
- 11.4. The supplier may only offset receivables against EGSTON execute the right of retention if such receivables are either undisputed or legally recognized by a competent court. 在应收账款不存在任何争议或得到管辖法院的法定认可的情况下，供应商仅可抵消对益仕敦收取的应收账款，并享有相应的保留权。
- 11.5. This agreement shall come into force upon it's signature by the parties and shall be concluded for an indefinite period. 本协议经协议双方签署后生效，且在无限期限内有效。
- 11.6. The SUPPLIER be allowed to terminate this agreement if EGSTON has conducted a severe default of it's obligations under this agreement, the SUPPLIER has sent a written notice to EGSTON describing such default and EGSTON has not remedied such default within a reasonable period of time. EGSTON shall be entitled to terminate this agreement with a two (2) month's notice period. 如果益仕敦公司严重违反其在本协议项下的义务，且供应商已向益仕敦公司发送与该违约相关的书面通知，但益仕敦公司未能于合理时间期限内纠正该违约，则供应商有权终止本协议。益仕敦公司有权于2个月的通知期限内终止本协议。
- 11.7. Any changes or amendments to this agreement have to made in written format and signed by both parties. 对本协议的任何变更或修正均应为书面形式，且由协议双方签署。
- 11.8. Supplementary contracts between the Supplier and EGSTON remain valid in their current form. In case of any discrepancies between these contracts and this quality assurance agreement, the provisions of the quality assurance agreement will prevail unless otherwise expressly agreed in the supplementary contracts. 益仕敦公司一方对相关版本协议修改的补充合同保持其有效性。如果因此造成了补充合同和质量保证协议之间的任何冲突，应以本质量保证协议为准，除非在补充合同中另有明确规定。

- 11.9. For the implementation of this agreement the supplier will immediately appoint a quality assurance manager and name the responsible person to EGSTON in writing. The quality assurance manager must have authorisation to accept all statements with reference to this agreement and has to have due authorisation to sign on behalf of the Supplier under the applicable framework of the direct buyers plant of the EGSTON group. 为了此协议的执行，供应商将立即授权并书面告知一位针对益仕敦公司的质量保证经理。质量保证经理须已被授权接受与本协议相关的所有声明，并已被适当授权在益仕敦公司集团的直接买方工厂可应用的框架下代表供应商进行签署。
- 11.10. All statements of the contract partners in fulfilling this agreement are written in English. 由履行本协议的合同合作伙伴所作的所有声明均应以英文书写。
- 11.11. The responsibility of the supplier for delivering products free of any defect is not limited by this quality assurance agreement. 供应方对交付的产品不存在缺陷的保证责任不受本质量保证协议的限制。

12. Signatures 签名

Supplier 供应商:

EGSTON 益仕敦公司:

_____, on _____
(Location 地点) (Date 日期)

_____, on _____
(Location 地点) (Date 日期)

(Signature and company stamp 签名和公司盖章)

(EGSTON Electronics Zhuhai Ltd.)

Annex 1: EGSTON Group

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EGSTON Automotive Eggenburg GmbH

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Serbien

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26000 Pancevo
SERBIA

Annex 3 附件 3

Applicable documents, standards, policies 适用的文件，标准，方针

EGSTON 益仕敦公司

ES001 Drawing Standards ES001 图纸标准
K0402-WI06 Sample Requirements of Raw Materials K0402-WI06 原材料样品要求
K0402-WI06-F01 PPAP-Requirements K0402-WI06-F01 PPAP 生产件批准程序要求
K0401-F07 Non-Disclosure-Agreement K0401-F07 保密协议
K0401-F08 Supply Agreement K0401-F08 供货协议

General 一般要求

ISO9001 Quality Management System, Requirements 质量管理体系，要求
ISO14001 Environmental Management System 环境管理体系
ISO13485 Quality Management System for medical applications 医疗应用质量管理体系
IATF 16949 Quality Management System; Special requirements for the application of ISO 9001 for volume and spare parts production in the automobile industry 质量管理体系，汽车工业生产件及相关服务件应用 ISO9001 的特殊要求
OHSAS 18001 Occupational Health and Safety Assessment Series 职业健康安全评估系列
DINEN10204 Types of inspection documents 检验文件的类型

VDA-Rules and Standards VDA-规则和标准

VDA Band 1 Documentation and Archiving 文件和存档
VDA Band 2 Quality Assurance of Suppliers 供方质量保证
VDA Band 3 Part 1 and 2: Ensuring Reliability of Car Manufacturers and Suppliers 第 1 和第 2 部分：汽车制造商及其供方的可靠性体系
VDA Band 4 Quality Assurance in the Process Landscape 批量投产前质量保证
VDA Band 5 Suitability of Inspection Process 检测过程能力
VDA Band 6 Part 3 Process Audit 第 3 部分过程审核
Part 5 Product Audit 第 5 部分产品审核

AIAG-Standards and Rules AIAG-标准和规则

AIAG PPAP 生产件批准程序
AIAG APQP 产品质量先期策划和控制计划
AIAG MSA 测量系统分析
AIAG FMEA 潜在失效模式及后果分析
AIAG SPC 统计过程控制

Annex 4 附件 4

Product related PPM-agreement 产品相关 PPM 协议

(Calculation base is one incoming lot 计算基于一个来料批次)

EGSTON Material number 益仕敦材料编号

agreed PPM-value 协议的 PPM 值
