

Quality Assurance Agreement

For assurance of delivery quality of suppliers

关于供应商交货质量的保证

之

质量保证协议

Concluded between

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 (Appendix 1)

hereinafter referred to as “EGSTON”,

以及益仕敦集团的所有公司（附录 1）（以下称为“益仕敦公司”）

And 与

<company name 公司名称>

<address 1 地址 1>

<address 2 地址 2>

hereinafter referred to as “supplier”. 以下称为“供应商”

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”。

Directory

1	Aim 目的	2
2	Scope 范围	3
3	Product specific quality agreement 具体产品的质量协议	3
4	Duration of agreement 协议期限	4
5	Accomplishment of the quality assurance 质量保证的完成	4
	Quality management system 质量管理体系	4
	Technical documentation 技术文件	5
	Feasibility check 可行性审查	5
	Performance guarantee 能力保证	5
	Process documentation, initial sample and requalification 工艺文件、初始样品和再鉴定	6
	Special Characteristics 特殊特性	7
	Process-FMEA 过程 FMEA (潜在失效模式及后果分析)	7
	Monitoring of production processes and products 过程和产品的监控	8
	Identification, traceability and documentation 标识、可追踪性和归档	8
	Audits 审核	9
	Defective products 缺陷产品	10
	Incoming inspection	10
	Exemption 免责	11
6	Liability 责任	12
7	Insurance 保险	12
8	Environment protection 环境保护	13
9	Severability clause 可分离性条款	13
10	Applicable law and place of jurisdiction 适用法律和法院管辖权	14
	Applicable law 适用法律	14
	Place of jurisdiction 法院管辖权	14
11	Final clauses 最终条款	14
12	Signatures 签名	16
1	Companies of EGSTON group 益仕敦集团公司	17

1 Aim 目的

- 1.1 This agreement (QAA) is concluded between the parties to i) ensure that products delivered are in line with quality parameters agreed and ii) to specify which quality assurance activities have been agreed between the parties. 本协议规定和规范合同合作方已商定的合同合作方之间交付产品的质量以及质量保证行动。

2 Scope

- 2.1 This QAA is an integral part of each order Egston places with supplier and is valid for all deliveries regardless if deliveries are samples deliveries or deliveries of serial products. Therefore both parties agreed that the QAA will be applicable to all claims emerging from such deliveries. 本质量保证协议是每个订单的组成部分，并对所有由供应商收到并接受的益仕敦公司下达的订单而形成的供应商交付样品和批量产品有效，还对所有由上述订单引起的索赔有效。
- 2.2 This QAA is an integral part of all contracts concluded between the contract partners and it is agreed that it shall be valid in addition to and in connection with the general purchase conditions of EGSTON. The QAA is also valid for all orders which are placed at the supplier by any company specified in annex 1 of this agreement. 本质量保证协议对合同合作方之间的所有合同以及益仕敦公司的“采购的一般条款及条件”有效，还对本协议附录 1 中指定的公司在供应商下达的订单有效。
- 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 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。

4 Duration of agreement 协议期限

- 4.1 This agreement shall come into effect upon execution of his agreement by both parties and is initially valid for 1 (one) year. If the supplier does not terminate this QAA by registered letter within a term of 3 (three) months before end of the quarter before expiration of the agreement period, this agreement will automatically and continuously be prolonged for a further 1 (one) year period. 本协议经双方签字后生效，初始有效期为一年。如果供应商在本协议期满前三个月内未通过挂号信取消本协议，本协议自动继续续约一年
- 4.2 This agreement is valid for all deliveries of goods or services that will be delivered after the coming into effect of this agreement and which were ordered before expiration of this agreement. This agreement also includes all complaints that arise from such deliveries. 本协议对本协议签订后到本协议终止日期前订购的所有货物或服务的交付有效。本协议还包括所有由上述货物或服务的交付引起的投诉。

5 Accomplishment of the quality assurance 质量保证的完成

Quality management system 质量管理体系

- 5.1 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。
- 5.2 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。
- 5.3 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
- 5.4 To cope with this responsibility the supplier has to adhere to at least a quality management system according to ISO 9001. 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 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。
- 5.5 Suppliers of automotive parts are additionally and mandatory required to maintain a system according to ISO/TS 16949 . 另外，汽车配件的供应商必须按照 ISO/TS 16949 标准维持质量体系
- 5.6 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

- 5.7 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。
- 5.8 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。
- 5.9 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提交建议方案。

Feasibility check可行性审查

- 5.10 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 in written form 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
- 5.11 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

- 5.12 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

- 5.13 The supplier warrants to inform EGSTON immediately about any intended and unintended deviation or change in raw material supply chain, equipment or manufacturing process or place of production. 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. 如果产品供应、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，益仕敦公司可免费要求更新的初始样品。
- 5.14 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。
- 5.15 Initial sample parts have to be produced with the serial production tools of and under conditions of serial production. 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. 初始样品必须用和批量生产相同的工/工/模具和条件生产。如果未经另行商定，按照等级 2（根据 VDA2）的要求提交初始样品的批准报告和文件。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 delivery from new / changed tools 新/变更工/模具的批量交货前
- :: before serial delivery of changed product / material 产品/材料变更的批量交货前
- :: before serial delivery after having changed one or more production method(s) 生产方法变更后的批量交货前
- :: 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

- 5.16 Through issuing an initial sample report according to VDA 2 respectively PPAP Supplier warrants that the parts correspond to all requirements. 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. 供应商应根据 VDA 2 生产件批准程序 (PPAP) 核对初始样品报告, 查看其是否符合要求。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 2.3, 3.1.B 或 3.1.C 或同等标准的测试报告或者合格的实验室的测试报告。测试方案必须与样品同时提交。另外还要包括带有位置编号的图纸。
- 5.17 Furthermore the supplier warrants to carry out a yearly requalification test (complete measure of all demanded characteristics) of all products delivered to EGSTON. EGSTON is entitled to request the result of the requalification tests at any time and the supplier has to deliver within 5 working days. 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

- 5.18 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。
- 5.19 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 within 1 working day. 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, 供应商应在一个工作日内向益仕敦公司完整地提供上述文件。

Process-FMEA 过程潜在失效模式及后果分析

- 5.20 An 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. 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)。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。
- 5.21 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

- 5.22 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
- 5.23 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 ($Cpk \geq 1,67$) throughout the entire production process. Special product characteristics for which process reliability cannot be guaranteed based on a Cpk rate $\geq 1,67$ 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 ($Cpk \geq 1,67$) 进行验证。过程能力无法保证达到 1.67 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
- 5.24 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）
- 5.25 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
- 5.26 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 需要时可提供相关纪录参考

Identification, traceability and documentation标识、可追踪性和归档

- 5.27 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
- 5.28 Production will be based on the FIFO-principle (First in First Out). 在生产过程中采用先入先出 (FIFO) 的原则

- 5.29 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
- 5.30 Quality-related data and samples must be archived for a period of 15 years. 与质量相关的数据和样品须最少存档保存 15 年
- 5.31 For all EGSTON 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, 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
- 5.32 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
- 5.33 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

Audits审核

- 5.34 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 co operation 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 agreed upon with the supplier. 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。审核的日期将由益仕敦公司与供应商协商决定
- 5.35 If a supplier engages sub-suppliers, the supplier commits to carry out audits at the sub-suppliers together with EGSTON or from a third party. 如果供应商有子供应商, 则供应商承诺同意与益仕敦公司一起对子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

- 5.36 When taking delivery of the goods EGSTON shall not be obliged to carry out a receiving inspection. EGSTON shall not be subject to a duty to inspect and notify defects as defined in any applicable laws and regulations. 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. 益仕敦公司没有义务对交付的货物进行进料检查。益仕敦公司没有责任根据任何法律和规则检查不合格产品和报告。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
- 5.37 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
- 5.38 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
 - ∴ 8D report requirement: setup a 8D report team, failure description, countermeasure, root cause analysis, corrective actions and the verification actions, prevent actions, validate all the actions are closed
8D 报告要求：成立一个 8D 报告小组，不良描述，紧急措施，根本原因分析，纠正行动及验证行动，预防措施，验证所有行动已关闭
- 5.39 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**
- 5.40 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

- 5.41 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。

- 5.42 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
- 5.43 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

Exemption 免责

- 5.44 The supplier has to deliver according to agreed drawings and specifications. In case the supplier is temporarily not able to deliver to agreed standards due to minor deviations, Supplier has the option to file a request for exemption to EGSTON in written format. 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. 供应商必须根据图纸和规范交货。如果供应商由于轻微的偏差而暂时无法交货，可以书面请求益仕敦公司免责。供应商必须及时将请求交给负责的合作方的采购部门。只有在部件的安全、功能和寿命不受影响的情况下才可以接受偏差
- 5.45 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。
- 5.46 Exemptions always must be sent in written format in order to be valid and are limited to a defined quantity of parts or to a special delivery period. 免责必须以书面形式授予，并限于特定数量的部件或者特定的交货时间段
- 5.47 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）
- 5.48 An 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。

6 Liability 责任

- 6.1 The achievement of agreed quality aims and limits will not liberate the Supplier from any claims of warranty or claims for damages in case of defective deliveries. 供应商对产品所做的质量保证以及益仕敦公司享有的索赔权利不受限于已达成合意的质量目标和诉讼
- 6.2 The supplier undertakes to indemnify EGSTON against any damages or losses – no matter what kind – caused by delivery of faulty products or by any breach of contractual obligations. Possible losses include the loss of profit, the loss resulting from production stops at EGSTON and all third parties' losses. EGSTON will always aim to limit the loss – also in its own interest. 如果由于交付了存在缺陷的合同产品或者违反了合同义务（不论是何种类型的违反）而导致益仕敦公司蒙受损失，供应商承诺补偿可能发生的损失。可能的损失包括利润的损失、由于益仕敦公司停产导致的损失以及所有第三方的损失。益仕敦公司将始终努力并为其最大利益而限制损失。
- 6.3 The supplier is particularly liable for all claims for damages, which are claimed to EGSTON by third parties resulting from product liability, injury of people and / or loss of property, as a result of a delivered defective product. 供应商应特别负责由于产品责任而造成的第三方向益仕敦公司的索赔、由于交付的缺陷产品造成的人员受伤和/或财产损失
- 6.4 In case EGSTON has to carry out a product recall as a result of product liability against third parties the supplier will be held liable for all cost incurred, including cost incurred at EGSTON. EGSTON will inform the supplier on manner and execution of a possible product recall. 如果益仕敦公司由于对第三方特定的产品责任而必须实施召回，供应商必须承担所有发生的费用，包括益仕敦公司发生的费用。但是，益仕敦公司可与供应商协调召回的方式

7 Insurance 保险

- 7.1 The supplier undertakes to procure adequate insurance with an internationally accepted insurance company immediately after commencement of a business relation with EGSTON. This insurance has to sufficiently cover all risks of liability (e.g. also product recall, production stop,...). 供应商承诺在与益仕敦公司的业务关系开始后立即向一家国际公认的保险公司购买保险（充分覆盖所有责任风险，如产品召回、停产等）
- 7.2 The conclusion of an adequate insurance contract has to be proved to EGSTON by sending a copy of the relevant insurance policy within 4 weeks after the insurance has been concluded. 供应商应在保险单签订后四周内向益仕敦公司发送相关保单的副本以证明购买了充分的保险

8 Environment protection 环境保护

- 8.1 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
- 8.2 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
- 8.3 Legal limits 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
- 8.4 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
- 8.5 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.

9 Severability clause 可分离性条款

- 9.1 In case that individual provisions of this agreement are ineffective or inexecutable or become so after conclusion of the agreement, this shall not affect the remaining provisions of the agreement. The invalid or inexecutable provision shall be replaced by another effective and practicable provision that comes as close as possible to the economical intent of the ineffective provision. The foregoing provisions shall apply notwithstanding gaps or omissions in the agreement. 对于在如果合同的单独条款部分或全部失效或者合同中存在疏漏, 不影响剩余条款的有效性。无效的条款应由法律允许的最接近原始条款的新条款代替。如果合同存在疏漏, 则由双方按照原协议的原则在事先考虑疏漏事项的情况下商定一个有效的条款

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

Applicable law 适用法律

- 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 arbitrators shall consist of three (3) members and speak and write good English. The arbitration shall be conducted in Chinese and 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。仲裁庭应由三名仲裁员组成，其中每一方应委任一名仲裁员，第三名仲裁员即首席仲裁员应由 CIETAC 的主席委任，该名仲裁员应专于国际商务领域并有良好的英语说写水平。仲裁应以中文和英文进行。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。

Place of jurisdiction 法院管辖权

- 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 Zhuhai. 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，双方商定独家裁判管辖地为珠海。

11 Final clauses 最终条款

- 11.1 Any changes, amendments as well as revocation of this agreement shall be in writing to be legally binding. 任何对本协议的变动、增加和/或修改以及撤销必须是书面形式才有法律约束力
- 11.2 For any gaps arising during the execution of this agreement that have neither been detected nor foreseen by the partners the parties commit to close these gaps correspondingly and in an amicable manner. 对于在本协议期间产生的、双方没有认识或预见到的疏漏，双方承诺通过类似的合作填补疏漏

- 11.3 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
- 11.4 The contract partners undertake that exchanged information in connection with this agreement is kept secret and details only are made available to third parties to the extent absolutely necessary for carrying out the purpose of the agreement. 合同合作方承诺对与收到的与本协议相关的信息保密，并限制向第三方提供任何机密信息，除非是在完全必要并且益仕敦公司同意的情况下
- 11.5 Signing and execution of this agreement do not constitute a right for the supplier to obtain purchase orders for contractual services. 签署并执行本协议并不构成供应商获得合同中明示或暗示产品的采购订单的权力
- 11.6 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 current framework of Chinese law. 为了进行必要的管理，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。授权的质量保证经理经授权接受所有引用本协议的声明，并且他必须是中国法律意义下的授权签字人
- 11.7 The contractual language is English and Chinese, if there is any conflicts or different between the English text and Chinese text, the English text shall prevail. 合同语言为英文和中文，如果在英文和中文的意义方面有冲突，以英文为准。
- 11.8 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不受本质量保证协议的限制

12 Signatures 签名

Supplier 供应商:

EGSTON 益仕敦:

_____, on _____
(Location 地点) (Date 日期)_____, on _____
(Location 地点) (Date 日期)_____
(Name in print and/or stamp 正楷姓名和/或盖章)_____
(Name in print and/or stamp 正楷姓名和/或盖章)_____
(Signature and company stamp 签名和公司盖章)_____
(Signature and company stamp 签名和公司盖章)

Annex 附件 1

1 Companies of EGSTON group 益仕敦集团公司

- :: Egston System Electronics Eggenburg GmbH
- :: Egston Automotive Eggenburg GmbH
- :: Egston Far East Ltd.
- :: Egston System Electronics spol. s ro
- :: Egston Zhuhai Ltd.
- :: Egston System Electronics Ukraine TsoW