

质量保证协议书

Quality Assurance Agreement

协议编号/ Agreement No. ECI-QA- -

(盛威尔简写-类别-供应商代码-年份)
(ECI-Category-Supplier Code-Year)

签约时间： 2025 年 7 月 21 日

Signed on: Month _____ Day _____, Year _____

协议订立双方：

Both parties to this Agreement:

购货单位： Buyer:	盛威尔（惠州）电缆科技有限公司 (甲方) Electrical Components International CO., LTD ("Party A")	供货单位： Supplier:	上海逸睿电子有限公司 (乙方) ("Party B")
地 址： Address:	广东省惠州市博罗县福田镇福兴工业 区 Fuxing Industrial Zone, Futian Town, Boluo County, Huizhou, Guangdong Province	地 址： Address:	闵行区颛桥镇都市路 2099 弄 142 单元
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Electrical Components
International

盛威尔（惠州）电缆科技有限公司

Quality Agreement

Electrical Components International CO., LTD

文件编号SOUP05-03 Rev.05

签约地点：广东惠州

Signed at: Huizhou, Guangdong

1 总则 General

- 1.1 为了保证乙方向甲方提供的产品质量满足甲方要求，并明确甲乙双方的责任，本着平等合作、共同发展的原则，甲方和乙方共同协商签订此《质量保证协议书》。

This *Quality Assurance Agreement* ("this Agreement") is made and entered into through joint consultation by and between Party A and Party B on the principles of equal cooperation and common development, in order to ensure that the quality of the products supplied by Party B meets Party A's requirements, and define the responsibilities of both parties.

- 1.2 甲乙双方应严格遵守本协议各条款的规定和要求，因违背协议而出现的质量问题或质量事故，违约方应负全部责任，并按协议的规定赔偿对方的损失。

Both parties shall strictly abide by the provisions and requirements of each clause under this Agreement. For quality issues or quality accidents arising from breach of this Agreement, the breaching party shall bear full liability therefor and indemnify the other party for losses in accordance with this Agreement.

- 1.3 本协议适用中华人民共和国相关法律。因执行本协议所发生的或与本协议有关的一切争议，双方应通过友好协商解决。如协商仍不能达成一致时，有关诉讼将提交甲方所在地人民法院进行审理。

This Agreement shall be governed by and construed in accordance with the applicable laws of the People's Republic of China. Any and all disputes arising from the performance of this Agreement or in connection with this Agreement shall be resolved by both parties through amicable negotiation. In case the negotiation still fails, the relevant litigation shall be submitted to the people's court in the place where Party A is located for trial.

- 1.4 本协议对甲、乙双方具有同等约束力。附件作为本协议的组成部分，与本协议具有同等效力。对本协议条款及附件任何变更、修改或增减，须经双方协商，并签署书面文件后生效；对本协议附件修改，甲方应及时书面提供给乙方，乙方应按甲方要求，在合理时间内完成切换。

This Agreement shall be equally binding on both Party A and Party B. The annexes constitute an integral part of this Agreement and shall have the same effect as the main body of this Agreement. Any amendment, modification, or supplement to the terms of this Agreement or its annexes shall be valid only upon mutual agreement through written instrument duly executed by both parties. In the event of any modification to the annexes, Party A shall promptly notify Party B in writing, and Party B shall complete the transition within a reasonable timeframe as required by Party A.

- 1.5 本协议及其附件一式两份，甲乙双方各保留一份。

This Agreement and its annexes attached hereto shall be made in duplicate (2), with each party holding one (1) counterpart respectively.

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1.6 本协议从双方签字之日起生效，直至双方重新签订协议，如甲方取消乙方的合格供应商资格或双方业务终止，则本协议自动失效。

This Agreement shall take effect from the day following the date of signing by both parties, until both parties re-sign this Agreement. Should Party A disqualify Party B from being a qualified supplier or both parties terminate their business, this Agreement will automatically become invalid.

2 质量标准 Quality Standards

2.1 本协议所指产品的质量标准包括产品所适用的：

The quality standards referred to in this Agreement include those applicable to the products:

① 国际标准、国家标准、行业标准

International standards, national standards, industry standards

② 终端客户要求

End-customer requirements

③ 甲方提供的图纸及/或其它资料

Drawings and/or other materials provided by Party A

④ 甲方适用的检验标准等

Inspection standards applicable to Party A, etc

⑤ 乙方的图纸、规格书、应用规范、适用的检验标准等

Party B's drawings, specifications, application standards, applicable inspection standards, etc

⑥ 甲方的包装及运输规范（附件一）

Party A's packaging and transportation specifications (Annex 1)

⑦ 环保物质要求（含来自于国际、国家、行业、终端客户及甲方的要求）

Environmental protection material requirements (including requirements from international, national, industry, end customers, and Party A)

3 交付/验收 Delivery/Acceptance

3.1 乙方按第2条中的“质量标准”进行供货。

Party B shall supply the products in accordance with the *Quality Standard* listed in item 2.

3.2 乙方交货时应同时附上甲方所要求的资料，包括但不限于以下：

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Party B shall attach the documents requested by Party A at the time of delivery, including but not limited to the following:

- ① 出货检验报告或 COC;
Outgoing quality inspection report or COC;
- ② 材质证明文件（若需要）
Material certificate (If required);
- ③ 特殊特性的 CPK 数据（若需要）;
CPK study for Special characteristics (If required);
- ④ 其它要求的文件（若需要）。
Others required documents (If required).
- ⑤ 如有需要，分销商也须从其制造商处获得相应的文件并提交给甲方。
When needed, distributors should also obtain corresponding documents from their manufacturers and submit them to Part A.
- ⑥ 出货的符合性文件没有及时提交或提交的文件不符合要求，可能会导致发运产品的拒收，由此造成的损失将由乙方承担。
The products will be rejected if the relative documents are not submitted in time or the submitted documents do not meet the requirements, and the losses caused thereby shall be borne by the Part B.

3.3 为防止质量劣化，所交货物之外形、捆包及运输方式等，要采取充分而必要的保护措施，以保证乙方交付给甲方产品质量到达甲方仓库时符合双方约定标准。否则造成的任何损失皆由乙方承担；甲方根据需要经过与乙方协商，可决定乙方所制订货物品之外形、数量、包装方法、规格书及运输方法等，乙方在变更以上内容时，须事先得到甲方的承认；凡是涉及产品变更的，包括但不限于产品结构，原材料，性能，外观，颜色等，须事先得到甲方的承认且至少提前六个月通知与协商。

To prevent quality deterioration, the external form, bundling, and transportation methods of the delivered goods shall be subject to sufficient and necessary protective measures to ensure that the quality of the products delivered by Party B to Party A complies with the agreed standards upon arrival at Party A's warehouse. Otherwise, any losses arising therefrom shall be borne by Party B. Party A may, at its discretion and after consultation with Party B, decide on the external form, quantity, packaging methods, specifications, and transportation methods of the goods manufactured by Party B. Any changes to the aforementioned aspects by Party B must obtain prior approval from Party A. For any product modifications, including but not limited to structure, raw materials, performance, appearance, or color, Party B must obtain prior approval from Party A and provide at least six months' advance notice for negotiation.

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3.4 甲方来料检验部门对产品的检验合格，并不排除乙方的产品质量责任，甲方在仓储/制程/客户端发现产品质量问题时，甲方皆有权追究乙方相应责任。对重复发生的质量问题，甲方保留加倍请求违约金的权利。

The inspection and acceptance of the products by Party A's IQC department shall not rule out Party B's liability for product quality. When Party A finds product quality issues in the warehouse/process/client, Party A shall be entitled to hold Party B correspondingly liable. For recurring quality issues, Party A reserves the right to request a double penalty.

3.5 供货过程中出现的因检验方法/环境/测量工具等方面的差异，甲方/乙方出现的有争议的结果，原则上以甲方的为准，除非乙方能取得甲方的认可或证明结果的权威性。

In case of any disputed result between Party A and Party B due to differences in inspection methods/environment/measurement tools in the process of supply, in principle, Party A's results shall prevail, unless Party B can obtain Party A's approval or prove the authority of its results.

3.6 对甲方不能执行的检验项目，乙方必须如实检验，并按要求提供检验报告。

For inspection items that Party A cannot perform, Party B shall truthfully inspect and provide inspection reports as required.

3.7 如果物料有保质期，乙方应确保物料送达甲方时物料仍有至少 50%以上的剩余保质时间。否则，甲方有权拒收相应批次。

If the materials have a shelf life, Party B shall ensure that the materials still have at least 50% of the remaining shelf life when delivered to Party A. Otherwise, Party A has the right to reject the corresponding batch.

4 质量保证 Quality Assurance

4.1 乙方应建立有效的质量管理体系（至少为 ISO9000 质量管理体系），对产品生产或流通全过程进行管控，以不断提升产品质量水平。如果乙方产品最终用于汽车，则要求通过 IATF16949 认证。

Party B shall establish an effective quality management system (at least the ISO9000 quality management system), so as to control the entire process of product production or circulation and continuously improve product quality. IATF16949 certification is required if the delivered product is for automotive use.

4.2 甲方按其管理要求定期对乙方供货质量进行考评，考评结果将反馈给乙方，乙方应针对考评结果中的不足进行改善。

Party A will conduct timely assessments on the quality of Party B's supply in accordance with *internal*

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Procedure, and report back the assessment results to Party B. Party B shall make improvements to the deficiencies in the assessment results.

4.3 甲方在保证不泄露商业/技术秘密的前提下，定期或随时到乙方现场进行审核，并要求乙方对抽查发现的不合格项进行改善。

On the premise of ensuring that no business/technical secrets are disclosed, Party A can conduct audits at Party B's site at regular intervals or at any time, and request Party B to make improvements to the non-conforming items found in random inspections.

4.4 质量指标承诺

4.4.1 甲方根据情况对乙方设立年度质量指标，并传达给乙方。乙方应监控及改善相应指标，定期报告结果。

Party A shall establish annual quality indicators for Party B based on specific circumstances and communicate such indicators to Party B. Party B shall monitor and improve the relevant indicators, and submit regular reports on the results to Party A.

4.4.2 乙方按确定的标准供货，如超出指标承诺，甲方有权按《供应商质量赔偿协议》的约定要求乙方支付违约金。

Party B shall supply the products in accordance with the determined standards. Where Party B exceeds the quality index commitment, Party A shall be entitled to impose penalties on Party B in accordance with the *Supplier Quality Compensation Agreement*.

5 变更管理 Change Management

5.1 乙方不得任意变更已有产品的设计、制程及相关影响要素，**变更前必须得到甲方的书面批准**。包括但不限于以下方面：

Party B shall not arbitrarily change the design, manufacturing processes, or related influencing factors of existing products. Any changes must obtain prior written approval from Party A. This includes but is not limited to the following aspects:

- ① 产品设计变更
Product Design Change
- ② 产品材料的变更
Change in material of the product
- ③ 下级供应商的变更
Sub-supplier change



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④ 制造场所的变更

Manufacturing location change

⑤ 生产设备及工装模具的修改、更换或新增

Manufacturing machine, tooling modification, replace or adding new tools

⑥ 生产制造工艺的变更

Manufacturing process change

⑦ 检验方法变更

Quality control change

⑧ 包装变更 Package change

⑨ 关键影响人员及组织架构重大变更（如大股东、总经理、品质部负责人的变更）

Significant changes in key influential personnel and organizational structure (such as changes in major shareholders, general managers, and heads of quality departments)

5.2 以上变更除第⑨条外，乙方原则上需要提前 6 个月通知甲方。甲方视情况决定乙方需提交的验证资料及是否需要追加现场审核。

Except for Article 9, Party B shall, in principle, notify Party A of the above changes six months in advance.

Party A shall determine the verification materials to be submitted by Party B and whether additional on-site audit is required according to the circumstances.

5.3 如果乙方未经甲方书面同意，交付了变更后的产品，甲方有权按《供应商质量赔偿协议》的约定要求乙方支付违约金。造成甲方损失的，全部由乙方承担。

If Party B delivers the modified products without Party A's written consent, Party A has the right to punish Party B in accordance with the Supplier Quality Compensation Agreement. All losses caused to Party A shall be borne by Party B..

6 环保要求 Environmental Requirements

6.1 乙方产品从送样阶段起，均须按甲方要求提供适用的环境资料及证明，如不使用有害物质宣告表，客户认可的第三方测试报告，MSDS，IMDS，CAMDS 等。

From the sample submission stage, all products provided by Party B shall submit applicable environmental documentation and certifications as required by Party A, including but not limited to the Declaration of Non-Use of Hazardous Substances, customer-approved third-party test reports, Material Safety Data Sheets (MSDS), International Material Data System (IMDS), and China Automotive Material Data System (CAMDS).

6.2 乙方提供的第三方测试报告应为最近一年内测试的报告，并每年提供新的测试报告。

The third-party test reports provided by Party B shall be those tested within the past year, and new test reports shall be submitted annually.

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6.3 乙方确认环保物质管理的重要性，并致力于建立环保物质管理体系，以满足 RoHS, REACH 和 WEEE 及所有相关国际、国内环保物质管理要求。

Party B recognizes the importance of environmental restrict substance material and commits to establish a management system to meet the requirements of RoHS, REACH and WEEE and applicable international / local laws and regulations.

7 质量异常联络及处罚 Contact and Penalty for Abnormal Quality

7.1 乙方同意在合约期限内指定一名主要代表，负责与甲方的联系与沟通，处理任何有关交货不良、过程不良品替换等品质异常问题。

Party B hereby agrees to appoint a main representative within the contract period, and the representative shall contact and communication with Party A, and deal with any abnormal quality issues such as poor delivery and replacement of defective products in the process.

7.2 乙方一旦发现送交甲方的产品存在影响可靠性的任何隐患时，应及时通知甲方，并制定补救措施。因乙方提交产品出现可靠性问题造成的甲方损失由乙方承担。

Once Party B finds any hidden dangers affecting the reliability of the products delivered to Party A, it shall notify Party A of the same in a timely manner and formulate remedial measures. Party B shall bear the losses of Party A caused by reliability problems of the products submitted by Party B.

7.3 当甲方检查/使用产品发现不合格或异常情况,向乙方发出联络反馈/要求处理/改善/停止供货等要求时(如《来料品质异常通知单》、电话或邮件等通知方式),乙方在收到后必须在 1 个工作日内确认处理方法, 5 个工作日内提出改善行动报告,否则产生更严重的后果皆由乙方承担责任。如果甲方 MRB 评审结果为需要退货,乙方须在 2 周内接收退货,否则甲方有权自行处置所涉及物料,并扣除相应货款。

When Party A inspects/uses the products and discovers non-conformities or abnormalities, and issues a communication/request for handling/improvement/suspension of supply (such as via a "Material Quality Abnormal Notification", telephone, email, etc.), Party B must confirm the handling method within 1 working day after receipt and submit an improvement action report within 5 working days. Otherwise, Party B shall bear all consequences arising from aggravated outcomes. If the MRB review result by Party A determines that a return is required, Party B must accept the returned goods within two weeks. Failure to do so grants Party A the right to dispose of the materials at its discretion and deduct the corresponding payment from Party B.

7.4 遏制措施可能包括在所有产品地点对产品进行隔离检查、选别和/或返工,以及可能的第三方的质量服务,如有要求,供应商必须为所有遏制措施提供现场支持或协调。

Containment actions may include conducting of quarantine, sorting, and/or rework of product at all product locations, and possible third-party quality services. If required, the supplier must provide on-site support or coordination for all containment actions.

7.4.1 当影响生产计划时,我方有权指定第三方进行分拣。

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When it affects the production plan, we have the right to designate a third party for sorting.

7.4.2 作为遏制计划一部分，提出的任何返工在执行前应通过我方 SQE 的评估和书面批准。

As part of the containment plan, any proposed rework should be evaluated and approved in writing by our SQE before execution.

7.4 因乙方产品质量问题影响甲方的正常生产及产品质量时的过程处理及违约金与赔偿要求按《供应商质量赔偿协议》进行。

When Party B's product quality issues affect Party A's normal production and product quality, the handling, economic penalties and compensation requirements shall be carried out in accordance with the *Supplier Quality Compensation Agreement*.

7.5 甲方发现来料异常（不限于 IQC 发现），乙方应积极配合及时处理，根据紧急程度到甲方现场处理。否则甲方将按《供应商质量赔偿协议》进行处理。

If Party A discovers nonconforming materials (not limited to findings by IQC), Party B shall actively cooperate and promptly address the issue, dispatching representatives to Party A's site for handling based on the urgency level. Otherwise, Party A will take actions in accordance with the 'Supplier Quality Compensation Agreement'.

8 其他 Miscellaneous

8.1 因乙方质量、交期、价格、服务、技术能力、管理水平、定期评审等原因，甲方有权取消乙方供应商资格。

Party A shall be entitled to disqualify Party B from being a supplier due to Party B's quality, delivery time, price, service, technical capabilities, management level, periodic reviews and other reasons.

发生下列情况将取消供应商资格，终止与乙方合作，甲方可不考虑已发出订购单的执行。

Under any of the following circumstances, Party A will disqualify Party B from being a supplier, terminate the cooperation with Party B, and may not consider the execution of the purchase orders that have been issued.

A: 定期评审不合格，限期内未整改达标

Where Party B fails the periodic reviews, and the rectifications have not reached the standards within the time limit

B: 出现重大质量事故，对甲方造成重大损失

Where Party B has a major quality accident, causing heavy losses to Party A

C: 有两年以上没有批量供货甲方

Where Party B has not supplied in bulk for more than two years

D: 有欺骗甲方的行为

Where Party B has an act of deceiving Party A

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其中 A 定期评审内容包括质量方面表现、交货准时性、综合成本、定货需时、合作性等方面。参见《供应商监控程序》

Among them, the contents of periodic reviews in Item A include quality performance, punctual delivery, comprehensive costs, time required for ordering, and cooperation, more fully described in the *Supplier Monitoring Procedure*.

8.2 保密条款乙方应严格保守本质量保证协议以及个别签订、履行过程中知晓的甲方的任何商业秘密，在本协议有效期届满后，也不得向任何第三者泄露上述秘密。

Confidentiality Party B shall strictly keep confidential this Agreement and any business secrets of Party A known during the conclusion and performance of this Agreement, and shall not disclose the foregoing secrets to any third party after the expiry of this Agreement.

甲乙双方终止供货合同后 15 日内，乙方有责任和义务全部返还甲方订货物品相关的图纸等技术规格资料原件。逾期不还，视同乙方私自泄密，甲方保留进一步追究乙方法律责任的权利。

Within fifteen (15) days after the termination of the supply contract by both parties, Party B shall have the responsibility and obligation to return any and all the original technical specifications such as drawings in connection with the products ordered by Party A. In case of any overdue return, Party B will be deemed to have disclosed Party A's secrets without permission, and Party A shall be entitled to further hold Party B legally liable therefor.

乙方有责任对本质量保证协议保守秘密，在未正式取得甲方书面授权的情况下，不得将本协议文本或内容的全部或部分泄露给第三方（包括机关、企业、组织、集体、个人等第三方），否则，甲方将通过法律手段追究乙方的泄密责任。

Party B shall keep this Agreement confidential. Without formal written authorization from Party A, Party B shall not disclose all or part of the texts or contents of this Agreement to third parties (including institutions, enterprises, organizations, collectives, individuals, etc.). Otherwise, Party A will hold Party B liable for leaks through legal means.

为证明本协议成立，本协议做成一式两份，甲乙双方签字、盖章后各执一份。

In order to prove the establishment of this Agreement, this Agreement shall be made in duplicate (2), with each party holding one (1) counterpart respectively after being affixed with signatures and seals by both parties.

8.3、如遇不可抗拒的外因导致本协议无法履行不追究法律责任。

In case of any impossibility of performance of this Agreement due to force majeure factors, neither party will be legally held liable.



Electrical Components
International

盛威尔（惠州）电缆科技有限公司

Quality Agreement

Electrical Components International CO., LTD

文件编号SOUP05-03 Rev.05

签约地点：广东惠州

Signed at: Huizhou, Guangdong

9 附件 Annexes

- ① 《来料包装及运输规范》 Incoming Materials Packaging & Shipping Standards
- ② 《供应商质量赔偿协议》 Supplier Quality Compensation Agreement
- ③ 《供应商年度质量目标》 Supplier Annual Quality KPI Targets

本合同的有效期间是从 2025 年 7 月 21 日 到 2026 年 7 月 21 日。如双方没有任何一方书面提出终止合约，则本合同期限自动延期，直至另一方以书面形式提出条款更新或终止合作。但是，买方有权不续签，且不承担由此所致卖方任何损失。

This Agreement shall remain in effect from Month ____ Day ____, Year ____ to Month ____ Day ____, Year ____, and shall automatically renew for successive terms unless either party provides written notice of termination or proposed contractual amendments. Notwithstanding this renewal provision, the Buyer expressly reserves the right to discontinue this Agreement without liability for any consequential damages, losses, or claims arising from such discontinuance to the Seller.

甲方：盛威尔（惠州）电缆科技有限公司（甲方） 乙方：上海逸睿电子有限公司

Party A: Electrical Components International CO., LTD ("Party A") Party B:

甲方授权代表（签字、盖章）： 

Party A's Authorized Representative (Signature & Seal):

日期： 

Signed on:

乙方授权代表（签字、盖章）： 

Party B's Authorized Representative (Signature & Seal):

日期：2025/7/21

Signed on:

本协议结束以下空白

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盛威尔(惠州)电缆科技有限公司 机密资料

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Electrical Components International CO., LTD Classified

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