



Electrical Components
International

盛威尔（惠州）电缆科技有限公司

Quality Agreement

签约地点：广东惠州

Signed at: Huizhou, Guangdong

Electrical Components International CO., LTD

文件编号SOUP05-03 Rev.04

质量保证协议书

Quality Assurance Agreement

协议编号/ - 2 0 2 3

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： 年 __月__ 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:	(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:	
电 话： Tel.:	(86)752-6880036	电 话： Tel.:	
传 真： Fax:	(86)752-6880020	传 真： Fax:	



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1 总则 General

- 1.1 为了保证乙方提供甲方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 本协议适用于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 a court for hearing.

- 1.4 该协议对甲、乙双方都有同等约束力。附件作为本协议的组成部分，与该协议具有同等效力。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；对其它附件的修改，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 parties. Annexes attached hereto shall constitute an integral part of this Agreement and bear the same effect as this Agreement. Any change, amendment, addition or deletion to the clauses under this Agreement and the annexes attached hereto shall be negotiated by both parties and take effect after both parties sign a written document. For the amendments to other annexes, Party A shall provide such amendments in writing for Party B in a timely manner, and Party B shall complete the replacement within a reasonable time limit at the request of 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.

- 1.6 本协议从双方签字之日翌日起生效，直至双方重新签定协议，如甲方取消乙方的合格供应商资格或双

盛威尔电缆科技有限公司 机密资料

Electrical Components International CO., LTD Classified

第 2 页 / 共 11 页

Page 2 of 11



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SOUN05-03 Rev.04

签约地点：广东惠州

Signed at: Huizhou, Guangdong

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以双方认可的《产品技术标准》为准。乙方为甲方提供的产品应符合该标准要求。该标准包含产品主要性能指标、检验方法、标识、包装、运输和储存等内容。

The product quality standards as mentioned herein shall be subject to the *Product Technical Standards* approved by both parties. The products supplied by Party B to Party A shall meet these standards, including the main product performance indicators, inspection methods, labeling, packaging, transportation and storage.

2.2 《产品技术标准》有两种来源：

Two sources of the *Product Technical Standards*:

- ① 由甲方制作，正式交给乙方的规格书、图纸、样本等；乙方对甲方提供规格书、图纸、样本等相关资料和参数不符合国际标准或国家标准或双方约定标准时应向甲方提出修改意见，以确保不低于国际标准或国家标准或双方约定标准。

The specifications, drawings, samples formulated by Party A and formally handed over to Party B; where the specifications, drawings, samples and other relevant materials and parameters provided by Party A fail to conform to international standards or national standards or the standards agreed upon by both parties, Party B shall propose amendments to Party A so as to ensure that they are not lower than international standards or national standards or standards agreed by both parties.

- ② 由乙方提供，经甲方书面确认的规格书、图纸、样本等（当甲方未提供标准时，项目及方法可依据乙方提供的相关技术规格进行，特殊要求乙方将另行说明；甲方认为有必要时，可对该规格提出调整要求，经双方确认后即按修改后的技术规格实施）。

The specifications, drawings, samples provided by Party B and confirmed in writing by Party A (When Party A does not provide standards, the projects and methods can be carried out in accordance with the relevant technical specifications provided by Party B. Special requirements will be explained separately by Party B. When Party A deems it necessary, it can make adjustments to the specifications, and the revised technical specifications will be implemented after being confirmed by both parties.).

2.3 在甲方未提供或明确标准给予乙方时，乙方为甲方提供的产品应符合用于相关国际标准/国家标准/



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S0UP05-03 Rev.04

行业通用标准要求。

签约地点：广东惠州

Signed at: Huizhou, Guangdong

When Party A does not provide standards or clear standards for Party B, the products supplied by Party B to Party A shall comply with the requirements of relevant international standards/national standards/industry general standards.

3 交付/验收 Delivery/Acceptance

3.1 乙方按《产品技术标准》进行供货。

Party B shall supply the products in accordance with the *Product Technical Standards*.

3.2 甲方按各类材料的《产品技术标准》及《来料检验标准》对乙方提供的产品进行抽样验收。乙方交货时应同时附上甲方所要求的资料，参见《产品资料需求一览表》

Party A shall, in accordance with the *Product Technical Standards* and *IQC Standards* of different materials, conduct sampling inspection and acceptance on the products supplied by Party B. Party B shall attach the documents requested by Party A at the time of delivery, more fully described in the *List of Required Product Documents*.

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。

In order to prevent quality deterioration, Party B shall take adequate and necessary protective measures for the appearance, packing and transportation modes of the delivered products, so as to ensure that the quality of the products delivered by Party B to Party A shall meet the standards agreed by both parties when they arrive at Party A's warehouse. Otherwise, any loss caused thereby shall be borne by Party B. Party A can, after negotiation with Party B as needed, decide the appearance, quantity, packaging methods, specifications and transportation modes of the products formulated by Party B. Party B's changes in the foregoing contents shall be acknowledged by Party A in advance; Any changes to the product, including but not limited to product structure, raw materials, performance, appearance, color, etc., shall be acknowledged by Party A in advance and at least six months' notice and negotiation.

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，甲方有权保留加重处罚的权利。



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SOUN05-03 Rev.04

签约地点：广东惠州

Signed at: Huizhou, Guangdong

The inspection and acceptance on 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 shall be entitled to aggravate penalties.

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，乙方必需如实检验，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.

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。

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.

4.2 甲方按《供应商监控程序》对乙方供货质量进行季度考评，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 quarterly assessments on the quality of Party B's supply in accordance with the *Supplier Monitoring 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。参见《供货商和外发机构选择、评估和认可程序》

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, more fully described in the *Supplier and Outsourcing Organization Selection, Evaluation and Approval Procedure*.



Electrical Components
International

盛威尔（惠州）电缆科技有限公司

Quality Agreement

签约地点：广东惠州

Signed at: Huizhou, Guangdong

Electrical Components International CO., LTD

文件编号 SOUP05-03 Rev.04

4.4 乙方确定所提供产品的质量指标承诺

Party B confirms the quality index commitment of the products supplied

每月提交的产品上线（全检）不合格率：性能 ≤ 100 PPM

The failure rate of the products submitted monthly (full inspection): Performance ≤ 100 PPM

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》对乙方进行处罚。

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

4.5 乙方承诺提供产品的保质期为_____年。

Party B hereby covenants that the products supplied shall have a warranty period of _____ year(s).

4.6 乙方应对以下供货产品的重要变更情况，承诺在合理的时间内提前书面通知甲方，否则甲方有权按《供应商质量赔偿协议》对乙方进行处罚：

For the following significant changes to the products supplied, Party B hereby covenants that it shall notify Party A in writing within a reasonable time limit in advance; otherwise, Party A shall be entitled to impose penalties on Party B in accordance with the *Supplier Quality Compensation Agreement*:

① 产品规格变更

Product specification changes

② 产品的产地

Product origin

③ 乙方的制造流程重要变更可能严重影响到品质

Significant changes in Party B's manufacturing process may seriously affect quality

5 环保要求 Environmental Requirements

5.1 为适应国际电子产品相关环保指令要求，故甲方于 2006 年起，对乙方供货的产品提出环保要求。

In order to meet the requirements of the relevant international environmental directives for electronic products, Party A has put forward environmental requirements for the products supplied by Party B since 2006.



Electrical Components
International

盛威尔（惠州）电缆科技有限公司

Quality Agreement

签约地点：广东惠州

Signed at: Huizhou, Guangdong

Electrical Components International CO., LTD

文件编号S0UP05-03 Rev.04

5.2 乙方产品从送样阶段起，均需按甲方要求提供相应的环境资料及证明，如不使用有害物质宣告，SGS 测试报告，MSDS 等。

Party B shall, as required by Party A, provide corresponding environmental information and certifications such as the declaration of no hazardous substances, SGS test reports, MSDS, etc. from the phase of sample presentation.

5.3 乙方确认环保的重要性，必须致力于建立环保体系并以满足 RoHS, REACH 和 WEEE 条款要求为最高目标。

Party B recognizes the importance of environmental protection and commits itself to establishing an environmental protection system and meeting the requirements of RoHS, REACH and WEEE as the highest goal.

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

6.1 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

6.2 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.

6.3 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》), 乙方在收到后必须在 1 个工作日内书面回复, 7 天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。供应商必须在 2 周内接收退货否则我方将强制性扣款或其他解决方法, 但我方有选择强制性扣款的权力。

Where Party A finds non-conformity or abnormal conditions while inspecting/using the products, it will send contact feedback/requests for handling/improvement/stop supply and other requirements to Party B (such as the Notice of Abnormal Incoming Quality), and Party B shall give a written reply within one (1) working day after receiving the same, and submit an improvement action report within seven (7) days thereafter; otherwise, Party B shall bear the liability for more serious consequences. Party B shall accept the return within two (2) weeks;

盛威尔电缆科技有限公司 机密资料

Electrical Components International CO., LTD Classified

第 7 页 / 共 11 页

Page 7 of 11



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SOUNP05-03 Rev.04

签约地点：广东惠州

Signed at: Huizhou, Guangdong

otherwise, we will make compulsory deductions or take other solutions, but we shall be entitled to choose compulsory deduction.

6.4 由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经济处罚与赔偿要求按《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*.

6.5 我司发现来料异常（不限于 IQC 发现）通知供应商及时处理，供应商应积极配合，根据紧急程度到我司现场处理，否则我司将处罚款 1000-10000 元或视情况而定罚金。

When our company finds that the incoming materials are abnormal (not limited to IQC), we will notify the supplier to deal with the same in a timely manner. The supplier shall actively cooperate and handle the same on-site according to the degree of urgency. Otherwise, our company will impose a penalty of RMB 1,000-10,000 or a penalty depending on the situation.

7 其他 Miscellaneous

7.1 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.

在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



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SOUN05-03 Rev.04

签约地点：广东惠州

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D: 有欺骗甲方的行为

Where Party B has an act of deceiving Party A

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*.

7.2 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 secret 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，试同乙方私自泄秘，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 confidential this Agreement. 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.

7.3、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。

盛威尔电缆科技有限公司 机密资料

Electrical Components International CO., LTD Classified

第 9 页 / 共 11 页

Page 9 of 11



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.04

签约地点：广东惠州

Signed at: Huizhou, Guangdong

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

8 附件 Annexes

① 《产品技术标准》

Product Technical Standards

② 《来料检验标准》

IQC Standards

③ 《产品资料需求一览表》

List of Required Product Documents

④ 《供应商监控程序》

Supplier Monitoring Procedure

⑤ 《供货商和外发机构选择,评估和认可程序》

Supplier and Outsourcing Organization Selection, Evaluation and Approval Procedure

⑥ 《供应商质量赔偿协议》

Supplier Quality Compensation Agreement

本合同的有效期间是从 年__月__日 到__年__月__日。如双方没有任何一方书面提出终止合约，其期限自动延长一年。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 be valid from Month __ Day __, Year __ to Month __ Day __, Year __. Where neither party makes a written proposal to terminate this Agreement, the period will be automatically extended for another year. However, Party A shall be entitled not to renew this Agreement and will not liable for any losses caused to Party B thereby.



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.04

签约地点：广东惠州

Signed at: Huizhou, Guangdong

甲方：盛威尔（惠州）电缆有限公司（甲方）

乙方：xx

Party A: Electrical Components International CO.,
LTD (“Party A”)

Party B:

甲方授权代表（签字、盖章）：

乙方授权代表（签字、盖章）：

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

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

日期：

日期：

Signed on:

Signed on:

本协议结束以下空白

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