

质量保证协议书 附件一

供应商质量赔偿协议

中国 惠州

Quality Assurance Agreement Annex I

Supplier Quality Compensation Agreement

Huizhou, China

1. 目的 Purpose

促使供方内部自觉加大品质改进的力度，减少由于来料品质问题给买方（我司）带来的损失。

To encourage the supplier to consciously intensify quality improvements and reduce the losses caused to the buyer (our company) due to the quality of incoming materials.

2. 内容 Contents

2.1 供方同意以下处理方法

The supplier hereby agrees on the following processing methods

2.1.1 当来料投入使用时发现质量问题，导致买方（我司）直接或间接损失,供方愿意承担甲方损失。

Where quality issues are found when the incoming materials are put into use, thus causing direct or indirect losses to the buyer (our company), the supplier is willing to bear Party A's losses.

买方（我司）生产紧急须进行分选、追加工使用时，买方（我司）收取 5~9 美金/小时的工时费用。

When the buyer (our company) sorts out, additionally processes and uses the incoming materials for urgent needs, the buyer (our company) will charge man-hour costs at USD 5~9/hour.

2.1.2 供方提供产品主要为下列（请勾选）

The main products provided by the supplier are (Please check)

电线 Wires

联结端子 Connecting terminals

塑胶壳 Plastic shells

其它 Other

同时我承诺在买方（我司）生产使用过程中统计的月不合格率超出 100 PPM 时，经买方（我司）要求与辅导无效，造成买方（我司）损失时，除赔偿工时损失外，买方（我司）可视情况加以 1 千元-1 万元的处罚，并有权保留超出 1 万元罚款的权利。

At the same time, the supplier hereby covenants that when the monthly failure rate calculated by the buyer (our company) during the production and use process exceeds 100 PPM, and the requirements and guidance of the buyer (our company) are invalid, thus causing losses to the buyer (our company), in addition to demanding compensation for man-hour losses, the buyer (our company) may impose a penalty ranging from RMB 1,000 to RMB 10,000 as the case may be, and shall reserve the right to impose a penalty exceeding RMB 10,000.

2.1.3 在货物运输途中或 ECI ELPASO 仓因材料不良引起的相关费用，卖方需要承担相应的费用。供方在做出任何有可能影响到订货物品质量的计划性变动以前，应征得买方（我司）的批准，尤其是在下列各项之一变更时，立即将此事书面报告买方（我司）取得买方（我司）认可。否则一旦发现将视同批量不合格进行处理，供方愿意赔偿 1 万元以上 5 万元以下的违约金或买方（我司）有权暂停供货，因此造成的直接经济损失也一并处罚，买方（我司）有权保留超出 5 万元罚款的权利：



Electrical Components
International

盛威尔（惠州）电缆科技有限公司

Electrical Components Internaional CO., LTD

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The supplier shall bear the corresponding expenses incurred during the transportation of the products or in ECI ELPASO warehouse due to poor materials. The supplier shall obtain the approval of the buyer (our company) before making any planned changes that may affect the quality of the ordered products. Particularly, when any of the following changes, the supplier shall immediately report the same to the buyer (our company) in writing and obtain the approval of the buyer (our company). Otherwise, once it is found, it will be deemed as non-conforming batches. The supplier is willing to pay a penalty ranging from **RMB 10,000 to RMB 50,000** or the buyer (our company) shall be entitled to suspend the supply, and the supplier shall also pay the direct economic losses caused to the buyer (our company). **The buyer (our company) shall reserve the right to impose a penalty exceeding RMB 50,000:**

- a) 产品规格变更 Product specification changes
- b) 产品的产地 Product origin
- c) 供方的制造流程重要变更可能严重影响到产品质量 Significant changes in the supplier's manufacturing process may seriously affect product quality

2.1.4 供方提供的产品买方（我司）要求有 UL 等安全规范要求的，供方必须提供符合 UL 规范等安全标准的产品，若被买方（我司）或买方（我司）客户发现不符合这些规定，经第三方确认为供方责任时，供方愿意赔偿买方（我司）的一切损失。

Where the buyer (our company) requires safety standards such as UL for the products supplied by the supplier, the supplier shall provide products that meet the safety standards such as UL. In case the buyer (our company) or our clients finds/find that the products fail to meet these standards, the supplier is willing to indemnify the buyer (our company) for any and all losses when it is confirmed by a third party as the supplier's liability.

2.1.5 供方提供的产品必须符合 ROHS, REACH 和 WEEE 等环境管理物质限制要求。若被买方（我司）或买方（我司）客户发现不符合环境管理物质限制要求的产品，经第三方确认为供方责任时，供方愿意赔偿买方（我司）的一切损失。

The products supplied by the supplier shall comply with environmental management substance restriction requirements such as ROHS, REACH and WEEE. In case the buyer (our company) or our clients finds/find that the products fail to meet these environmental management substance restriction requirements, the supplier is willing to indemnify the buyer (our company) for any and all losses when it is confirmed by a third party as the supplier's liability.

买方： 盛威尔（惠州）电缆科技有限公司 Buyer: Electrical Components International CO., LTD	供方： Supplier:
买方授权代表（签字、盖章）： Buyer's Authorized Representative (Signature & Seal):	供方授权代表（签字、盖章）： Supplier's Authorized Representative (Signature & Seal):
日期： 年 ____ 月 ____ 日 Signed on: Month ____ Day ___, Year ____	日期： 年 ____ 月 ____ 日 Signed on: Month ____ Day ___, Year ____

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。

本协议结束以下为空 The remainder of this page is intentionally left blank