

Quality Assurance Agreement

质量保证协议

This Quality Assurance Agreement (the “**agreement**”) is executed on [Date], 2017 by and between the following Parties:

本质量保证协议（“**协议**”）由以下合同方于 2017 年_____签订：

J.H. Ziegler Nonwovens and New Materials (Huzhou) Co., Ltd.

齐格勒无纺新材（湖州）有限公司

Address/ 地址：

Legal Representative / 法定代表人：

Email/ 电子邮箱：

- hereinafter referred to as “**ZIEGLER**”-

- 以下简称“齐格勒” -

and/与

Name of the supplier 【供应商名称】

Address/ 地址：

Legal Representative / 法定代表人：

Email/ 电子邮箱：

- hereinafter referred to as the “**supplier**”-

- 以下简称“供应商” -

Each Party to this agreement is referred to individually as the “Party” and collectively as the “Parties”.

上述合同方之一称为“一方”，合称“双方”。

Preamble

前言

This agreement lays down the binding technical and organizational framework conditions for all deliveries and services performed to ZIEGLER. It is necessary to meet the together accepted “Zero Defect” target. This agreement describes the minimum requirements for the quality management system of supplier.

本质量保证协议规定了交付给齐格勒的所有产品和服务的具有约束性的技术以及组织条件，这对于实现双方共同追求的“零缺陷”目标是不可或缺的。本协议规定了对供应商质量管理体系的最低要求。

The conclusion of this agreement represents an indispensable step towards the future business cooperation with ZIEGLER.

本质量保证协议的签订是未来与齐格勒进行商业合作的必要条件。

1. SCOPE **适用范围**

1.1 This agreement shall apply to all products delivered by supplier on orders received or accepted by him from ZIEGLER during the term of this agreement.

本协议适用于供应商在协议期限内根据从齐格勒接受的订单而交付的全部产品。

1.2 The delivered products shall comply with the common agreed description (e.g. specifications, data sheets, drawings) and/or the agreed samples. Supplier shall in each case check without delay whether descriptions provided by ZIEGLER are obviously incorrect, unclear, incomplete or obviously deviating from the sample. Should supplier realize that this is the case, he shall inform ZIEGLER about this without delay in written form.

供应商交付的产品应当符合双方共同约定的标准（例如规格参数、数据表、设计图）和/或约定的样品。供应商每次都应立即检查齐格勒提供的产品标准是否有明显错误、不明确、不完整或明显与样品不符。若供应商发现该等情况，应及时书面通知齐格勒。

2. QUALITY ASSURANCE **质量保证**

2.1 Supplier shall maintain an ISO 9001 quality management system or a quality management system based on or comparable to it, and shall manufacture and inspect the products with the rules of this quality management system. Any further requirements shall be defined in a separate agreement (e.g. in drawings or product specifications) or for each product specifically. Supplier shall establish without delay whether these requirements are compatible with his quality management system.

供应商应当遵守 ISO 9001 质量管理体系，或以此为基础的质量管理体系或其他同类质量管理体系，并且应当根据此质量管理体系的规则生产和检验产品。任何进一步的要求应当另行约定说明（如在设计图或产品规格中说明）或为每个产品特别制定。供应商应当及时核实该等进一步的要求与其质量管理体系是否兼容。

2.2 Supplier shall be solely responsible for submitting his certifications to the competent buyer at ZIEGLER, and report changes in their status without delay upon the expiry of their validity or their withdrawal.

供应商应自行负责向齐格勒提交供应商的相关资格证书，并且在该等资格证书有效期届满或被撤销时立即向齐格勒报告该等证书的状态变化。

2.3 If Supplier purchases means of production or of inspection, software, services, material and other items delivered in advance by subcontractors, he shall contractually expand his quality management system to these, or ensure the quality of such items delivered in advance himself.

当供应商购买生产工具或检验工具、软件、服务、材料或其他由分包商预先交付的货物时，应当将其适用的供应商的质量管理体系延伸至与分包商签订的合同，或者供应商应自行保证该等由分包商预先交付的货物的质量。

ZIEGLER may require to submit written evidences that Supplier has confirmed the

effectiveness of operations of the quality management system at the subcontractors, and/or he took other measures to ensure the quality of his purchased parts or services. 齐格勒可以要求供应商提交书面证据证明供应商已经确认分包商的质量管理体系有效运行，和/或他已采取其他措施保证供应商采购的零件或服务的质量。

- 2.4 Supplier shall set up and maintain safe records about the implementation of such quality assurance measures, specifically of the measured values and inspection results. He shall allow ZIEGLER access to such records to the extent required and hand over copies of the records and any samples.

供应商应当建立并保存实施上述质量保证措施时的安全记录，特别是有关测量值和检验结果的记录。供应商应允许齐格勒在其要求的范围内查询前述记录，并提交记录副本和所需样品。

- 2.5 Supplier shall operate a process and product release procedure in consultation with ZIEGLER.

供应商应与齐格勒协商所实施的工序和产品出厂程序。

- 2.6 Supplier commits to a Zero Defect Strategy. Supplier shall undertake the responsibility of delivering products which are free from defect and shall be liable for the compensation incurred from the defected products.

供应商承诺遵守“零缺陷战略”。供应商履行交付无缺陷产品的义务并承担对缺陷产品的赔偿责任。

- 2.7 The supplier shall guarantee the process capacity. If the process proves to be incapable, supplier shall carry out proper measure to restore its capacity. For economic reasons and to minimize defects, ZIEGLER expects supplier to improve his processes continuously.

供应商应保证其实实施的工序合格。如果工序不合格，则供应商应立即采取合适的纠正措施。出于经济以及将缺陷最小化的考虑，齐格勒希望供应商能持续改进其工序。

- 2.8 Supplier shall equip his operations with means of inspection that enable the control of all product characteristics. If an external laboratory is used, it should have the necessary verifiable accreditations. If necessary, supplier and ZIEGLER should agree on the suitable devices and methods of inspection.

供应商应配备检验工具，以检验产品特性。如果使用外部实验室检验，则该实验室应当具备必需的资格证书。必要时，供应商和齐格勒应就合适的检验工具和检验方法达成一致。

3. OBLIGATIONS OF SUPPLIER FOR PROVIDING EVIDENCES AND INFORMATION **供应商证明和信息提供义务**

- 3.1 Supplier shall enable ZIEGLER to ensure that supplier has implemented the quality assurance methods under Section 2. Supplier shall for this purpose allow ZIEGLER access to his business premises to a reasonable extent and upon a previously arranged appointment. For the duration of such an inspection supplier shall support ZIEGLER by putting a qualified employee at his disposal. ZIEGLER is entitled to establish audits if the quality assurance measures of supplier meet the requirements of ZIEGLER. The audit may be performed as a process and / or product audit, and shall be arranged in due course before the planned date of the audit. Should quality

issues caused by performance and / or deliveries of subcontractors arise, supplier shall arrange an audit at the subcontractors together with ZIEGLER.

供应商应使齐格勒确信供应商已经实施上述第二条项下的质量保证措施。为此目的，供应商应允许齐格勒在合理范围内，并在事先约定妥当后进入其经营场所。在此检验期间，供应商应当为齐格勒安排一名适格的员工以支持齐格勒的工作。齐格勒有权对供应商进行检验，以确认供应商的质量保证措施符合齐格勒的要求。检验可以是对工序和/或产品的核查，并且应在计划审核的日期前适时安排。如果因分包商的履行和/或交付引起质量问题，则供应商应当同齐格勒一起对分包商进行检验。

- 3.2 Before changes in the manufacturing procedures, materials, parts supplied by other manufacturers or suppliers for products, relocation of manufacturing, changes in procedures or the equipment for the inspection of products or other quality assurance measures, supplier shall inform ZIEGLER in due course so that it can be established whether the changes have any negative effects. After ZIEGLER has given his approval for the planned changes, supplier shall implement a process and product release procedure in consultation with ZIEGLER.

在生产程序、材料、其他生厂商或供应商为产品提供的零件、生产地点、程序或产品检验设备或其他质量保证措施变更前，供应商应当及时通知齐格勒，以便其检查变更是否会产生负面作用。齐格勒同意所计划的变更后，供应商应同齐格勒协商所实施的工序和产品出厂程序。

- 3.3 All products shall be subjected to a comprehensive inspection at least once a year in accordance with the Control Plan and with consideration to the applicable instructions of ZIEGLER for materials and function (requalification inspection). Supplier shall make the findings of these available to ZIEGLER upon request.

对所有的产品都应依照相关检验计划和齐格勒对材料和功能（重新评定检验）的相关指示进行至少每年一次的综合检验。经齐格勒要求，供应商应当将检验结果提供给齐格勒。

- 3.4 Evidences of the measures of the product characteristics, supplier shall draw up inspection certificates as agreed and forward those to ZIEGLER before each delivery. If product inspection is successful, the supplier shall issue inspection certificates according to the agreed standards and forward them to ZIEGLER before each product delivery.

- 3.5 All specification and verification documents shall be kept safe for at least 10 years. Such documents for processes and products essential for safety shall be kept safe for at least 15 years, if not otherwise required by ZIEGLER.

所有规格和验证文件应当至少被妥善保存 10 年。若齐格勒无其他要求，对于安全至关重要的工序和产品文件应当至少被妥善保存 15 年。

4. INCOMING GOODS INSPECTIONS AT CLIENT

买方入厂检验

- 4.1 ZIEGLER shall immediately check products whether they correspond to the ordered amount and as far as can be externally checked, to the ordered type and whether they show any externally identifiable damage from transport or externally identifiable defects.

在收到货物后，齐格勒应立即从外观上检查产品是否与订单数量、订单型号相符，是否有外部可见的运输损坏或外部可见的缺陷。

4.2 If ZIEGLER detects damage or defects during incoming inspections, he shall report such without delay to Supplier. If ZIEGLER detects damage or defects at a later time, these shall also be immediately reported.

如果齐格勒在入厂检验时发现货物损坏或缺陷，应当立即告知供应商。如果齐格勒之后发现损坏或缺陷，也应当立即将该等损坏或缺陷告知供应商。

4.3 ZIEGLER shall inform supplier of claims in written form, e.g. in the form of an inspection report. The information about implementation of remedy shall be reported to ZIEGLER within 24 hours after receiving the abovementioned report.

齐格勒应以书面形式将其主张要求告知供应商，例如以检验报告的形式。供应商应在收到该等书面告知之后的 24 小时内将其采取的补正措施向齐格勒报告。

4.4 Supplier shall be liable for damage and costs caused by the delivery of defective products or services. ZIEGLER is at all times entitled to substitute for supplier's performance upon prior information. If situation requires ZIEGLER is also entitled to organize sorting / rework after information of the supplier.

供应商对因交付缺陷产品或服务所造成的损害或费用承担赔偿责任。齐格勒在任何时候都有权在（事先通知供应商后）根据已知的信息以其他方式代替供应商的履行。特殊情况下，在通知供应商后，齐格勒还有权组织分拣/重做。

4.5 If quality problems occur with increasing regularity or there are repeated same claims raising by ZIEGLER to supplier, ZIEGLER is entitled to cover stricter requirements for the inspection of goods at supplier or introduce further actions, including terminating the delivery contract.

如果质量问题发生频率增加，或齐格勒向供应商就产品的多次缺陷问题提出相同的主张要求，则齐格勒有权对供应商的产品检验施加更为严格的条件或采取进一步的行动，包括解除框架采购协议。

4.6 ZIEGLER shall have no obligations towards supplier to conduct further inspections and provide further notifications beside those mentioned above.

此外，齐格勒对供应商不负有其他检验或通知义务。

5. CONFIDENTIALITY

保密义务

5.1 Both Parties shall only use the documents and knowledge they acquire in relation to this agreement for the purposes of this agreement. They shall keep them confidential with the same care vis-à-vis third parties as their own similar documents and knowledge, if the other party classifies them as confidential or has an obvious interest in keeping them confidential. This obligation shall apply from the first receipt of documents or information.

双方仅可为本协议之目的使用他们得到的与本协议有关的文件和信息内容。如果一方认为该文件和信息为保密信息或对其保密有明显利益，双方必须为保密文件针对第三方采取等同于己方文件和信息的保密措施。本项义务自第一次收到任何文件或信息起生效。

5.2 This obligation does not apply to documents and information that are in the public domain or were known to the Party upon their receipt, without any obligation of the party to keep them confidential.

本项义务不适用于文件或信息内容处于公共领域，或一方收到文件或信息内容前即知晓

该内容且对此不承担任何保密义务的情况。

6. QUALITY ASSURANCE OFFICER

质量保证专员

Supplier shall appoint a quality assurance officer in writing, who shall be in charge of coordinating the performance of this agreement and make or initiate all decisions related to it.

供应商应当书面指派一名质量保证专员，他将负责协调本协议的履行并对相关事宜作出决定。

7. LIABILITIES FOR DEFAULT

违约责任

The defaulting Party in breach of the obligations under this agreement shall be liable to the damage suffered by the other Party, and such liability shall not be limited or excluded due to the other liabilities provided under this agreement. The defaulting party shall compensate the other party all the losses or damage incurred by his default, which shall include reasonable expenditures for lawyer's attorney, expertise and lawsuit.

不拘于本协议项下的其他责任，违反本协议项下义务的一方应对另一方遭受的损害承担责任。违约方应赔偿另一方因违约行为而遭受的一切损失或损害，包括合理的律师费、专家费用以及诉讼费。

8. DISPUTE RESOLUTION

争议解决

Any Disputes arising in the course of the performance of this agreement shall be settled by friendly consultation; in case where such consultation fails, either party may submit the dispute to the China International Economic and Trade Arbitration Commission ("CIETAC") Shanghai Sub-Commission for arbitration according to CIETAC's arbitration rules in effect at the time of applying for arbitration. The language of arbitration shall be Chinese and the arbitration place shall be Shanghai. The arbitral award shall be final and binding upon both Parties.

甲、乙双方在履行本合同过程中发生的任何争议，均应由双方友好协商解决；协商不成的，任一方可将争议提交在中国国际经济贸易仲裁委员会上海分会依据申请时现行适用的仲裁规则进行仲裁。仲裁语言为中文，仲裁地为上海。仲裁裁决是终局性的，对双方均具有拘束力。

9. EFFECTIVENESS AND THE DURATION OF THE AGREEMENT

协议生效及期限

This agreement shall come into force after the execution and upon the date provided above. This agreement can be terminated at the end of each month by either Party with a notice period of three months.

本合同由双方签字后于首页所示日期生效。任何一方经提前 3 个月通知，可以在月末解除本协议。

10. APPLICABLE LAW

适用法律

This agreement shall be governed and construed by and in accordance with the laws of the People's Republic of China.

本协议适用中华人民共和国法律，并应按照中华人民共和国法律进行解释。

甲方：齐格勒无纺新材（湖州）有限公司（公章）

**Party A: J.H. Ziegler Nonwovens and New Materials (Huzhou) Co., Ltd
(Company Seal)**

法定代表人或授权代表

Legal Representative or Authorized Representative

乙方：【供应商名称】（公章）

Party B: [Name of the supplier] (company chop)

法定代表人或授权代表

Legal Representative or Authorized Representative