

between

(hereafter referred to as the Supplier)

And

the Saint-Gobain Sekurit Companies as listed in Attachment A,
also referred to as Saint-Gobain Sekurit International

(hereafter referred to as SGSX)

WHEREAS both Parties agree that the quality-conformity in regard to the agreed specification of any and all products supplied to SGSX by the Supplier at all times is essential;

WHEREAS both Parties are willing to enter into a contract requiring a sophisticated system of quality control;

WHEREAS this Quality Assurance Agreement shall constitute a part of every contract for delivery between SGSX and the Supplier,

WHEREAS this Quality Assurance Agreement embraces all deliveries to present and future companies within SGSX, unless otherwise expressly agreed between the Parties;

NOW THEREFORE, the Parties hereto agree as follows:

1. The Supplier is solely responsible for the quality of samples and delivered products in accordance with the criteria defined in agreed technical documents including packaging and transport whereas applicable.
2. The supplier agrees to access the Supplier Management e-tools into SGS portal according to notification mails received by SGS. The supplier shall comply with given deadlines to upload documents and actions.
3. Supplier quality system has to be certified by an accredited third party to ISO/TS 16949 and ISO 14001. Supplier commits himself to uphold and improve its management system continuously in order to ensure the compliance with the quality requirements of OHSAS 18001 and pertinent updates of this at all times.

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4. With each delivery, the Supplier commits himself to supply a quality certificate giving results on significant characteristics and giving certificate of raw material.
5. Supplier shall ensure that SGSX Associates have access at all reasonable times, after prior notice, to Supplier's premises to examine the compliance with the Quality Assurance System and the control of the manufacturing process at those premises. If as a result of the audits (audits of process or inspection of a 2-days run) corrective actions shall be found necessary by SGSX, Supplier shall effect immediate measures to assure the high quality of the Parts to be manufactured.
6. For every new product and/or changed process or location to be validated by SGSX before serial delivery, Supplier commits himself to present initial samples and supporting Quality Assurance documentation in the format of the PPAP file 4th edition. No supply shall take place without such prior approval.
7. Supplier commits himself to internally requalify, on a yearly basis, all products delivered to SGSX, as well as the corresponding manufacturing processes. Supplier shall once a year deliver to SGS a requalification certificate, including the list of all products delivered to SGSX, the date of requalification and the concerned batch number with production date. Requalification data will be presented to SGSX, upon request, during an audit or within 2 working days.
8. If Supplier wishes to make any changes in product/material or manufacturing process, Supplier must obtain prior written approval of SGSX and inform SGSX about the potential technical, logistical and commercial impact.
9. If unit load or product criteria or test and / or measurement methods, defined in the Purchase Order or its appendices, are changed, a separate written agreement about these changes between the Supplier and SGSX is necessary.
10. The Supplier shall use quality planning methods.
11. Supplier commits himself to supply a corrective action plan and to compensate for occurred costs in case of delivering non-conforming parts. A first written response to a claim from SGSX shall be provided by Supplier within 24 h to be followed by an action plan within 5 working days and the financial compensation within 10 working days after the claim submission.
12. The Supplier ensures through an adequate Quality Assurance System with suitable assurance measures, that the agreed quality level is obtained, maintained and improved continuously.
13. The Supplier and SGSX shall agree upon test and measurement methods and equipment for this purpose and record critical and significant criteria in a separate document.
14. The Supplier will be evaluated regularly by SGSX. If the Supplier does not reach the agreed quality requirements, he shall take all necessary measures to

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correct the deviations to be presented in an action plan to SGSX within 30 days from notification.

15. The target of the Supplier is to deliver 100% conform products at all time.
16. Should any provision of this Agreement become partially or completely void or invalid, the validity of the remaining provisions of this Agreement shall remain unaffected thereby.

The Parties undertake to agree in lieu of any void or invalid provision on a provision that comes to the extent legally possible, closest to what the Parties would have agreed had they considered the invalidity.

Authorized signatures:

For the Supplier

For SGSX

Management

Purchasing Department

Quality Management

Supplier Development Management

Date _____

Date _____