
Quality Agreement

between the company

E + E Elektronik Ges. m. b. H.
Langwiesen 7
A - 4209 Engerwitzdorf, Austria

- referred to as "**E+E**" in the following -

and the company

- referred to as "**supplier**" in the following -

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1. Scope

This agreement is applicable to all products delivered by the supplier based on orders that the supplier receives and accepts from the buyer during the term of this agreement.

The delivered products must correspond to the approved text of the order and possible drawings, data sheets, specifications, and approved models included in the order. The supplier must immediately check whether a description submitted by the buyer is obviously incorrect, unclear, incomplete, or whether it obviously deviates from the model. If the supplier recognizes any of these conditions, the supplier shall immediately notify the buyer.

2. Quality assurance

The supplier maintains a quality management system according to DIN EN ISO 9000 ff. A development of the qualitymanagementsystem in a automotive standard should be aspire (for example TS 16949:XXXX).

The supplier is responsible for testing the quality of its products before delivery to E+E, so that incoming packages only have to be checked for outwardly visible shipping damage.

If the supplier receives testing means, software, services, materials, or other preliminary supplies from other suppliers for the production or the quality assurance of products, then the supplier shall include this condition contractually in its quality management system or shall guarantee the quality of the other suppliers itself.

The supplier shall, as far as it already corresponds to prior documentation, prepare reports on the execution of the previously mentioned quality assurance means, particularly on measurement values and test results, and shall keep these reports, as well as some models of the products, in a clear and ordered fashion. The supplier shall grant access to its quality reports to the buyer, when desired, and if they exist, the supplier shall make available desired models.

The supplier produce the products according the valid official authorities and law of the country of production.

3. Certificate and information responsibilities of the supplier

At indicated intervals of time, the supplier shall allow the buyer to inspect the execution of the quality assurance means mentioned under Point 2. For this purpose, the supplier shall grant to the buyer, to an indicated extent and according to prior agreement of a schedule, access to its operating sites for the supplied products and during such access, shall make available a worker skilled in the art for support. Inspection of production processes with secrecy requirements or other operating secrets can be refused.

Before changes to production processes or materials, or before changes to software for the products, changes of production sites, as well as before changes to processes or devices for testing the products or other quality assurance means, the supplier shall notify the buyer in due time, so that it can be tested whether the changes might have disadvantageous effects. The supplier notifies E+E when a quality certificate has been changed

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If the supplier determines there is an increase in deviations of the actual condition from the desired condition of the products (decrease in quality), the supplier shall immediately notify the buyer about this observation and about planned means for a remedy.

Through labeling of the products or, if this is impossible or impractical, through other suitable means, the supplier ensures that if an error appears in the products, it can be immediately determined which other products might be affected.

4. Product testing by the supplier at the shipping dock

The supplier is responsible for testing each packaging unit for whether it corresponds to the ordered type.

5. Testing by the buyer at the receiving dock

Immediately after receiving products, the buyer shall check whether the products correspond to the ordered amount and the ordered type, and whether there is outwardly visible damage or an outwardly visible error.

If the buyer discovers damage or an error, the buyer shall immediately notify the supplier of this condition. Likewise, if the buyer discovers an error later, the buyer shall immediately notify the supplier of this condition. The supplier recognizes a delayed notification of defects of up to 24 months after delivery.

The buyer is responsible for nothing more than the previously mentioned tests and notices relative to the supplier.

6. Protection of the environment

The partners are responsible for considering relevant environmental aspects for all products that fall within the scope of this agreement. In particular, for the selection of materials to be used, for production, packaging, transport, and disposal of the product at the end of its lifetime, environmentally friendly alternatives should be given preference as much as possible. For this purpose and for satisfying relevant legal regulations, necessary considerations are also to be taken by the supplier and E+E shall transfer knowledge and information related to this subject as early as possible.

The satisfaction of the points above can be achieved most reliably by the application of an environmental management system, e.g., according to EN ISO 14001.

7. Confidentiality

Each partner shall use all documents and knowledge obtained in connection with this agreement only for the purposes of this agreement and shall maintain their secrecy with the same care that they would give their own documents and knowledge with regards to third parties when the other partner designates the documents or knowledge as confidential or has an obvious interest in their secrecy.

This obligation begins with the first receipt of the documents or knowledge and applies throughout the term of this agreement. The obligation does not apply to documents and knowledge that are known to the public, or that were already known to the partner before receipt

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and that did not carry an obligation to secrecy, or that are then transmitted by a third party authorized for reproduction, or that were developed by the receiving partner without use of the confidential documents or knowledge of the other partner.

8. Points of contact

E+E and the supplier shall maintain close contact for answering questions on quality assurance and problem analysis and they name the following persons and departments, respectively, for this purpose:

E+E: **Name:** _____
 Dept.: _____

Supplier: **Name:** _____
 Dept.: _____

9. Term of the agreement

This agreement can be canceled by each partner with a period of notice of three months at the end of a calendar month. In principle, it applies to all delivered products, which are ordered after this agreement comes into effect, e.g., under a general contract, or whose order was confirmed before the termination of this agreement.

E+E:

Engerwitzdorf,

Location, Date

Signature Director of Purchasing

Signature Quality Department/EDV

Supplier:

Location, Date

Signature

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