



DEUTSCH QUALITY SYSTEMS (INDIA) PRIVATE LIMITED
AGREEMENT FOR MANAGEMENT SYSTEM ASSESSMENT SERVICES

BR Number: _____ **Employee Contact Name:** _____

THIS AGREEMENT (“Agreement”) is made at Deutsch Quality Systems (India) Private Limited, a subsidiary of DQS Holding GmbH, having registered office address at 147, Anjaneya Technopark, HAL Airport Road, Bengaluru – 560017, India (hereinafter “DQS India”);

and

..... having
their registered office at

.....

(hereinafter referred to as “Customer”). Customer listed above includes its wholly owned subsidiary(s).

General Business Condition and particular conditions for the assessment of management systems by DQS India with its contracting partners are further defined in this agreement.

THE CERTIFICATION PROCESS

The assessment of a management system by an independent third party has many advantages extending beyond the simple confirmation of the conformity of a system with the requirements of a standard. Our Customers place particular value on the improvement potential contributed by the technical competence and practical experience of DQS India auditors. A DQS India assessment supports your efforts to focus the entire organization towards success – so your Customers will continue to regard you as a valuable and reliable partner in the future.

The Certification Process will generally include the following components:

- An exchange of information about objectives and benefits of the certification, the certification process itself and the scope of your management system. At the same time your individual concerns and needs will be recorded.
- You will receive a detailed offer that clearly identifies all of the scheduled steps of the assessment process. Information on the time schedule, the extent, and the cost of the assessment will be specified in a transparent manner.

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- The assessment procedure itself begins with review and evaluation of system documentation and an initial look at goals and results of management reviews or internal audits. During this process, it will be determined whether your management system is already sufficiently developed and ready for certification. The auditor will explain the findings and coordinate the remainder of the time schedule and the contents of the on-site assessment with you.
- In order to provide certainty for the certification, selected areas or processes may be evaluated during an advance audit on-site.
- There will be a comprehensive assessment and evaluation of your management system at the place of manufacturing of product or supply of services. The objective is to determine system compliance to the requirements and also to define potential for improvement. The auditor or the audit team will evaluate the effectiveness of all functional areas as well as all management system processes, based upon inspections, interviews, and review of pertinent records, among others. The audit result and findings will be presented during the final meeting. Action plans will be agreed upon as necessary.
- You will receive a written report on the results of the assessment. DQS India will evaluate the results and decide independently on issuance of the certificate.
- Either semi-annually or at least once per year, there will be an on-site assessment of the critical components of the management system.
- Improvement potential will be identified, with a focus on continual improvement and sustained effectiveness.
- Before expiration of the certification there will be a new, comprehensive review and evaluation of the system with regards to fulfillment of the standard and definition of improvement potential.
- Renewal of the certificate for next certification cycle.

GENERAL INFORMATION ON ASSESSMENT SERVICES

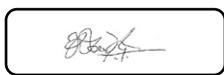
Using the UL Registered Firm Mark and other Certification Marks

With a DQS India certification, you are announcing your determination to supply superior performance. We are delighted by the authorized use of the copyrighted UL Registered Firm Mark and other Certification Marks (hereinafter referred to as the “Marks”), because it is a confirmation of the trust placed in us by our Customers, a sign of their loyalty and satisfaction with the quality of our services, whether it is used on company stationery or in brochures, on the Internet, at exhibitions, on vehicles or in advertisements. The Marks are directly associated with the certified organization and its management system.

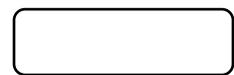
Further information on the Marks and Marks for download are available on the DQS India website.

Calculation of Effort Required

The assessment of each organization will be planned individually. Important factors are, among others, variety of products (goods and services), complexity of work processes/procedures, special product characteristics, environmentally relevant facilities, statutory requirements, company size, number of employees, degree of automation, organizational structures and distribution of sites. The procedures are based upon the currently valid global accreditation and authorization



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requirements. Following determination of the effort required, the assessment days will be agreed upon in writing with Customer.

Assessment days comprise eight hours per day. Assessments and follow-up assessments may be conducted on site or by document review, subject to their placement in the assessment.

Project Planning

The planning of assessments involving multiple sites, for groups of companies or corporate organization will be conducted during an annual project meeting with Customer on site. For planning, the Lead Auditor assigned will take into account changes and Customer requests, as well as previous audit results. Other auditors may participate in the project meeting as necessary.

Additional Assessment Services

Additional assessment services, such as process or supplier audits, change management, project assessments; assessments according to specific corporate policies, or to company-specific requirements will be planned and agreed upon individually. Please request a custom offer.

GENERAL BUSINESS CONDITIONS

1. Scope

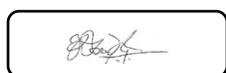
These master terms and conditions shall apply to all contract quotations, purchase orders, schedules, addendums and/or work orders hereafter agreed to between DQS India and Customer, unless it is otherwise agreed in writing or so prescribed by statutory instruments. For the purposes of this Agreement, audits and assessments are referred to as “assessments”, auditors, assessors and experts are referred to as “assessors” and reports on audits and assessments are referred to as “assessment reports”.

2. Assessment of Management Systems

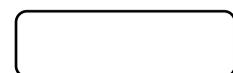
DQS India assesses the management system of its Customer, or parts thereof, with the goal of determining its conformity with agreed requirements, including the effectiveness of the system. Customer receives an assessment report and a DQS India certificate. DQS India is independent, neutral and objective in its assessments. Assessments are performed at Customer’s place of operations (as per Attachment A), forming part of this agreement. The type, extent and time schedule of the procedure are subject to separate agreement by the parties. If nonconformities with the requirements of the respective standard or specification are identified during an assessment, the corrective actions must demonstrably be carried out by Customer within the time frame specified in the reference document or by an appropriate agreed deadline, before a DQS India certificate can be issued. DQS India strives to minimize any disturbances of the business process while conducting the assessment on Customer’s premises.

3. Selection of Assessors

DQS India agrees to use only assessors who are suitable for the task on the basis of their technical qualifications, their experience and their personal abilities. They will be authorized assessors for the required standard(s) or specification(s) and will have appropriate experience in Customer’s area of operation as well as in management and auditing. Prior to confirmation of the audit date



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and appointment of the audit team, Customer is entitled to review and reject the assessor(s) proposed by DQS India with proper justification. In that case, DQS India will select a replacement for the assessor. Should an assessor become unavailable immediately before or during the assessment, DQS India will provide a suitable replacement assessor.

4. Rights and Obligations of DQS India:

4.1. Confidentiality and Data Protection

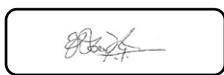
DQS India commits itself to protect the confidentiality of all confidential information of Customer that is not publicly available and that is made available to DQS India in the context of its activities on Customer's premises, whether this information relates to internal matters of Customer or to its business relations. This also applies to the verbal and written results of the assessment. Except as otherwise provided in this Agreement, DQS India only discloses confidential information to third parties with the written authorization of Customer. DQS India retains records associated with assessments for a minimum of two certification cycles (usually six years). These commitments also apply after termination of the contract. Confidential information does not include information which is already known to DQS India, becomes publicly available or is received from a third party who is not subject to any confidential obligation.

Notwithstanding the foregoing, Customer hereby authorizes DQS India to transmit unencrypted confidential information and other information through the Internet or a public network to e-mail addresses or other locations provided by Customer. Customer acknowledges that DQS India cannot guarantee the privacy and confidentiality of such transmissions. Customer agrees that DQS India's transmission of confidential information via the Internet or other public network shall not be a breach of any confidentiality obligation under this Agreement and that DQS India shall not be liable for any damages resulting from such transmissions, provided that such confidential information is handled with the same degree of care as DQS India handles its confidential information.

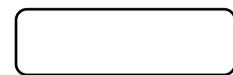
If Customer hyperlinks to DQS India's website, Customer agrees: (i) the information contained on DQS India's web site belongs to DQS India; (ii) the linking web site will transfer the user directly to DQS India's web site as posted by DQS India without imposing any frames, browser windows or third-party content; and (iii) the linking website may not state or imply that Customer or its products or services are endorsed by DQS India.

4.2. Accreditation and Authorization

DQS India is authorized by various accreditation bodies and authorities to issue assessment reports and certificates according to various standards and specifications. This includes the obligation to allow employees or auxiliary persons of these bodies to participate in assessments. Because this is essential for accreditation procedures, DQS India allows these individuals access to both its own documents and Customer-related data, subject to the confidentiality requirements set forth herein. In addition, whenever individual standards or specifications explicitly require, Customer-related data and assessment results are passed on to these bodies. By executing this Agreement Customer consents to all of the foregoing.



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4.3 Liability

Customer acknowledges that the findings of DQS India represent its judgment given with due consideration to the limitations of practical operation and in accordance with its purposes and agrees that DQS India does not warrant or guarantee that its findings will be recognized or accepted by third parties and that all warranties are therefore hereby excluded. Customer agrees that DQS India does not assume or undertake to discharge any responsibility of Customer to any other party or parties. DQS India shall direct its representatives to exercise due care in complying with Customer's facility safety regulations. To the fullest extent permitted by law, Customer releases and agrees to indemnify DQS India, its officers, employees, agents and representatives from all claims and causes of action for property damages, bodily injury and/or death accruing to Customer under any circumstances except in the case of the gross negligence or willful misconduct of DQS India. In no event shall DQS India be liable for any consequential, incidental or special damages hereunder, nor shall DQS India's liability in any event exceed the lesser of (a) the amounts paid by Customer for the Services of DQS India hereunder or (b) INR 500,000.00.

4.4. Publicity

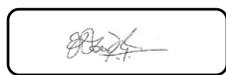
DQS India maintains and publishes a register of all Customers holding a current DQS India certification. This publication contains the name and address of the certified organization as well as the scope and reference standard/specification and certification status. Customer hereby consents to the publication of such information hereunder.

4.5. Continued Effectiveness of Certified Management Systems

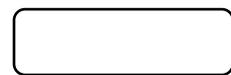
DQS India verifies the effectiveness of Customer's certified management system by performing regular assessments. Should DQS India receive information from third parties which dispute the conformity or effectiveness of a management system DQS India has certified, it is entitled to perform additional, non-routine assessments after consulting with Customer. In legally regulated areas, DQS India is entitled to perform additional, unannounced assessments, whenever justified.

4.6. Scheduling Appointments

DQS India and Customer agree that the evaluation and/or Certification of management system(s) for Customer shall be performed in accordance with the applicable standards, the industry related requirements (if applicable) and this Agreement, including any documents attached hereto or referred to herein and made a part of this Agreement. Assessments shall be scheduled at the mutual convenience of both parties within the time frames mandated by the Requirements. In the event Customer cancels an assessment 30 days or less prior to a scheduled assessment, Customer agrees to pay DQS India a fee equal to the amount of the scheduled assessment plus any unrecoverable travel expenses incurred in preparing for the assessment.



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5. Rights and Obligations of Customer:

5.1. Management System

Customer must implement and maintain a documented management system which fulfils the requirements of the standard or specification upon which it is based. All actions necessary to ensure the stability and effectiveness of the management system must be carried out and documented.

5.2. Duty of Disclosure

Customer ensures that DQS India has access to all necessary information and the requisite facilities to fulfill its task and commits all nominated representatives and employees to provide the assessor with accurate and complete information in a timely manner concerning all processes which may be significant to the assessment. Within the scope of certified management systems, all records relating to complaints and their corrective actions must be presented to DQS India upon request.

5.3. Notification of Changes

Customer is obliged to inform DQS India without delay of any changes which may influence the certified management system. This applies in particular to the purchase/sale of all or a portion of the company, any change in ownership, changes in the area of operations, fundamental alterations in processes or the filing for bankruptcy or composition proceedings. In any of these cases, DQS India will consult with Customer and determine how the certificate may be maintained.

5.4. Confidentiality and Secrecy

Customer is permitted to forward the assessment report in its entirety. The forwarding of extracts is not permitted.

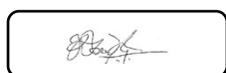
The documents provided to Customer by DQS India, including the Marks and the DQS India certification symbol, are protected by copyright. Customer specifically acknowledges that all documents which are provided or made available by DQS India for examination remain the property of DQS India, and that they may be used only for the internal needs of Customer and not made available to third parties or be used for purposes other than those agreed upon herein or in writing. Customer is obliged to maintain strict confidentiality about any information revealed within the terms of this Agreement as well as of all knowledge of matters relating to DQS India, its employees and assessors. This obligation also applies after termination of the contract. Customer similarly accepts this obligation on behalf of any vicarious agents and auxiliary persons.

5.5. Independence of the Assessment

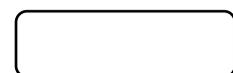
Customer is obliged to avoid anything which might compromise the independence of the employees and assessors of DQS India. This applies in particular to offers of consultancy, offers of employment, both salaried and free-lance, to separate agreements about fees or other monetary rewards.

5.6. Indemnification

Customer agrees to hold DQS India harmless and to defend and indemnify DQS India against any claim, loss, expense, cost, liability or damage, including reasonable attorney's fees relating to any use or misuse by Customer of the Marks, the DQS India name, or any data and other information



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derived either directly or indirectly from an assessment, or arising out of any violation by Customer of the terms and conditions of this Agreement.

6. Services, Prices and Terms of Payment

Customer acknowledges DQS India quotation for services requested in their current versions (Attachment A), unless stipulated otherwise in a contract. Invoices will be issued following each stage of performance and are due for payment in full within ten days from the date of the invoice, without deductions. In case of delayed payment, DQS India is entitled to charge Customer interest on all unpaid amounts at the rate of 12% per annum plus all costs of collection, including reasonable attorney's fees.

For New Customer Relationship for assessment, Customer will be required to remit the charges/fees in advance before the start of the work on receipt of Pro-forma Invoice. Payment Terms are subject to the credit history of the customer and is liable to change during the course of our association.

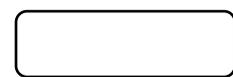
The prices listed in the DQS India quote, work order, Schedule and/or order confirmation accepted by Customer include all fees associated with preparation prior to the assessments, the on-site assessments, standard reports, technical reviews, and all customary business activities related to and following the assessments, but does not include fees associated with travel and living expenses. The travel and living expenses of the assessment teams will be billed at cost upon the completion of each assessment service as set forth above. Costs for special or expanded reports, additional time for review of nonconformance responses, additional copies of certificates, issuing certificates in languages other than English, certificates with additional accreditation marks, and the annual fee will be applied separately. The Charges for additional accreditation marks are subject to change during the course of the relationship and will be intimated to the Customer. In the event of non payment of additional accreditation mark charges by the Customer, DQS shall remove the additional marks from the certificate.

Travel expenses are calculated from the assessor's place of residence. Travel and living expenses will be billed at cost. If the assessor opts to use own car or make own stay arrangements other than in a hotel, the rates as per the DQS organizational policy will be charged to the customer. Travel time outside of India or in special circumstances is subject to separate arrangement. All expenses incurred will be charged at cost. For overnight stays, we request Customer to either nominate or reserve on behalf of the assessor(s) an appropriate facility nearby. We suggest Customer settle the overnight costs directly with the hotel. Other assessment related expenses such as meals will be charged at cost according to customary accepted business practices.

The cost of Certification and surveillance services vary according to the nature and extent of the services needed. The obligation for all charges accruing for these services continues in full force irrespective of the results of any Assessment. Charges for Certification and surveillance service will be billed to Customer at current DQS India rates, which may be changed upon written notice to Customer. Where an abnormal amount of time is required as a result of Customer's failure to conform to the Requirements, or where Customer's control procedures are below what is considered customary under the circumstances, the cost of the extra service shall also be billed to Customer at applicable rates. Customer agrees to pay the charges for the service upon presentation



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of invoices and shall be considered in default if the charges are not paid within ten (10) days after presentation of invoices.

7. Certificates and the Marks

7.1. Issuance and Use

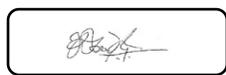
DQS India shall issue a DQS India Certificate (hereinafter referred to as "Certificate") and deliver it to Customer upon Customer's fulfillment of all certification requirements and contractual obligations. The certification decision is the sole responsibility of DQS India, based on the assessor's recommendation for issue, as recorded in the assessment report. DQS India certificates are commonly valid for a period of three years, commencing from the date of issuance. Certificates and the Marks may be used for promotion in accordance with the provisions of this Agreement. Such use is restricted to the scope and the period of validity of the certification. The Marks may not be attached directly to a product or used in such a way as to give rise to the impression of being related to the conformity of a product with the standard or specification on which they are based. DQS India is obliged to ensure correct use of certificate symbols to the best of its ability. The cost of displaying DQS India's Certificate and the Marks is the responsibility of Customer. It is agreed that the right to control the display or other use of the Certificate and the Marks shall be vested in DQS India. In the event of disagreement between Customer and DQS India's representative as to whether a management system and/or its goods or services are eligible for use of the Marks, the issue shall be determined by DQS India management. Customer acknowledges that the Marks are the sole property of DQS India and that no rights of ownership therein are granted to Customer hereunder. Customer is only granted the right to display the Marks as set forth herein during the applicable certification period.

Certificates and Certification Marks may not be transferred to successors in title or other organizations. After a certification has expired or has been suspended, withdrawn or annulled, Customer must desist from any promotion or other use of the certification. Customer agrees to return the certificate following expiration, withdrawal or annulment. The right of retention is specifically excluded.

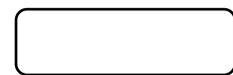
7.2. Non-issuance of Certificates

DQS India may only issue Certificates if all requirements have been fulfilled following the assessment (initial/re-assessment). In case of non-fulfillment, the assessor documents the shortcomings in a nonconformity report and/or otherwise identifies the restraints which must be complied with in order for a certificate to be issued.

All non-conformances or restraints must be eliminated or complied with within the timeframes identified in the audit report. If necessary, DQS India will repeat the assessment in full or in part. The resulting costs will be invoiced to Customer based upon the effort required. If the non-conformances have not been eliminated or if the prerequisites for the granting of a certificate have not been achieved even after follow-up assessments, the certification procedure will be concluded by the issuance of a report without a certificate. Customer understands that it is liable to make complete payment of the assessment invoices even if the certificate is not issued.



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If Customer's management system is found to conform to the applicable Requirements, Customer will receive a Certificate. Upon issuance of a Certificate, a surveillance service will be established and the name of Customer and of the scope of Certification will appear in DQS India published records. The establishment and maintenance of Certification is contingent upon the execution of this Agreement and the continued adherence to its terms and conditions by Customer.

Customer agrees that it will cooperate with DQS India in ascertaining the facts if it is reported that Customer's management system and/or goods or services are not in conformance with the applicable Requirements, including sharing such information as Customer acquires regarding the reported nonconformance, and to take and report to DQS India on any corrective action necessary.

Customer agrees that the surveillance service and any special assessments conducted by DQS India are designed to serve only as a check on the means the Customer exercises to determine conformance of its management system with the applicable Requirements, and that Customer is in no way relieved of its responsibility for its management system and those goods or services within the scope of the Certificate.

7.3. Suspension, Withdrawal and Annulment of a Certificate

a) Suspension:

DQS India is entitled to suspend a Certificate if Customer violates contractual or financial obligations towards DQS India, including but not limited to:

- Corrective actions to the management system have not been demonstrably and effectively implemented within the agreed-upon time frame;
- The schedule of audits suggested by DQS India for assessment(s) necessary for the maintenance of the certification have not been complied with and the prescribed frequency since the previous assessment has thereby been exceeded;
- DQS India has not been informed in a timely manner about planned changes to the management system and other changes which affect the system's conformity with the standard or specification which forms the basis for the assessment;
- A DQS India certificate, an IQNet certificate or a certification symbol has been used in a misleading or unauthorized manner.

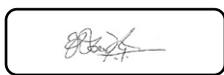
DQS India will notify Customer of a proposed suspension in writing. If the reasons for the proposed suspension are not eliminated within two weeks, DQS India will inform Customer in writing of the suspension of the Certificate stating the reasons as well as the corrective actions necessary for the certification to be reinstated.

Certificates are suspended for a restricted period (usually a maximum of 120 days). If the required measures have been implemented demonstrably and effectively by the established deadline, the suspension of the Certificate is cancelled. If the required measures have not been implemented within the established deadline, DQS India may withdraw the Certificate as set forth below.

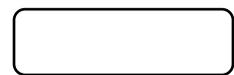
b) Withdrawal:

DQS India is entitled to withdraw Certificates or to declare them invalid upon written notice to Customer if:

- The suspension period of the Certificate has been exceeded,



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- The conformity of the management system with the standard or specification on which it is based is not ensured;
- Customer continues to use the certification for promotion following the suspension of the Certificate;
- Customer uses the certification in such a way as to undermine the reputation of the certification body or DQS India;
- The preconditions which led to issuing the Certificate no longer apply or Customer is not prepared to eliminate nonconformities;
- Customer effectively terminates its contractual relationship with DQS India.

c) Annulment:

DQS India is entitled to annul Certificates, or retroactively declare them invalid, if:

- It subsequently turns out that the preconditions required for issuance of the Certificate had not in fact been fulfilled;
- Customer has compromised the certification procedure so that the objectivity, neutrality or independence of the assessment results are, in the judgment of DQS India, in question.

8. Appeals

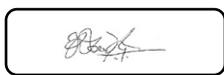
It is the commitment of DQS India that every customer of DQS India has the right to have services performed within the agreed scope in such a way that all reasonable expectations and requirements are fulfilled. In case of non-fulfillment, DQS India requests information necessary for improvements. In case of a difference of opinion with assessors or DQS India itself, Customer has the right to submit an appeal to decision. If a solution cannot be worked out directly with the individuals concerned, Customer may make a written appeal for resolution to the Vice President of Certification, the President or the DQS India Board of Arbitration whose decision shall be final.

9. Duration and Termination

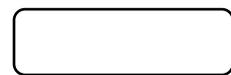
The Agreement shall continue in full force and effect until terminated as hereinafter set forth. Customer may terminate this Agreement at any time, with or without cause, upon not less than sixty (60) days prior written notice. In the case of any termination hereunder, DQS India shall be entitled to payment for any service provided hereunder and/or expenses incurred or committed to prior to the termination date.

If Customer defaults in any of its obligations under this Agreement, DQS India may at its election immediately terminate or suspend the Certificate and the rights or authority conferred by this Agreement without prejudice to any other rights which DQS India may have. Customer understands that DQS India may notify vendors, authorities, potential users, and others of an improper or unauthorized use of the authorized Certification or Marks, or any other improper or unauthorized reference to DQS India when, in the sole judgment of DQS India, such notification is necessary for DQS India's own protection and/or the protection of the accreditation bodies policies and requirements.

In addition, DQS India may terminate the Certificate and the rights or authority conferred by this Agreement upon written notice to Customer upon the occurrence of any of the following events



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or conditions: (a) the filing of any voluntary or involuntary petition in bankruptcy by or with respect to Customer, (b) the making of any arrangement or composition with creditors of Customer, (c) the appointment of a receiver of the business of Customer, or (d) the voluntary or involuntary liquidation of the business of Customer.

10. Jurisdiction and Applicable Laws

This Agreement and all of the rights and obligations under this Agreement shall be governed by and construed in accordance with the laws of the India without reference to its choice of law provisions. Any dispute under this Agreement, which is not disposed of by the parties, shall be decided by a court of competent jurisdiction in Bengaluru.

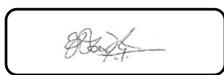
11. Miscellaneous

This Agreement, the technical program requirements and the DQS India quotation or order confirmation provided to Customer for specific services hereunder, constitute the entire agreement between the parties pertaining to the subject matter covered herein. This Agreement fully replaces and supersedes any and all prior agreements, negotiations and discussions, whether oral or written, between the parties with respect to the subject matter hereof. However, in the event of execution of this agreement is arising primarily on account of change in name/s of either party or both the parties, then the terms and conditions including rights and obligations mentioned in last agreement, including addendum, if any therefor, shall continue to bind upon on both the parties of this agreement, unless DQS India and Customer mentioned in this agreement have mutually agreed to the contrary.

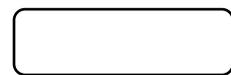
This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, legal representatives, successors and permitted assigns, and, except as expressly set forth in this Agreement, no other person will have any right, benefit or obligation under this Agreement as a third party beneficiary or otherwise. No modification, supplement or amendment hereto shall be valid unless executed in writing by each of the parties to this Agreement. No waiver of any of the provisions of this Agreement will be deemed or will constitute a waiver of any other provision hereof, nor will such waiver constitute a continuing waiver unless expressly so provided in such waiver. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement. This Agreement is not effective until signed by both parties.

All rights and remedies of DQS India under this Agreement are cumulative of each other and of every other right or remedy DQS India may otherwise have at law or in equity, and the exercise of one or more rights or remedies will not prejudice or impair the concurrent or subsequent exercise of other rights or remedies.

DQS India's relationship to Customer in the performance of services hereunder is that of an independent contractor, and DQS India has the sole right and obligation to supervise, manage, contract, direct, procure, perform or cause to be performed, all work to be performed by DQS India under the Agreement. No joint venture is intended to be created hereby.



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Any notice, demand, request or other communication which any party hereto may be required or may desire to give hereunder shall be in writing and shall be deemed to have been properly given if personally served, sent by facsimile or sent by courier service, mail (registered or certified, with postage prepaid and properly addressed), or by nationally recognized overnight courier and shall be deemed to have been given when delivered in person or by courier service, upon receipt of a telecopy or upon receipt or refusal of delivery if sent by United States mail or overnight courier. For the purposes hereof, the addresses of the parties hereto (and until notice of a change thereof is delivered) shall be set forth below each party's name on the signature pages hereof, or, as to each party, at such other address as may be designated by such party in a written notice to the other party.

12. Additional Conditions

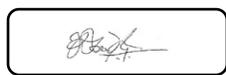
In addition to the provisions stipulated above, specific technical requirements of individual standards or specifications and their complementary interpretations, collectively know as "Program Requirements" are applicable. Program Requirements are available on the DQS India website at www.dqs-india.in

For Customers applying for ISO/TS 16949 certification/registration, the following terms and conditions also apply:

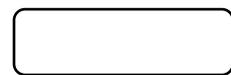
- a) Customer shall notify DQS India of any changes relating to its legal, commercial, organizational status or ownership, in writing, within five (5) working days of implementation of the change;
- b) Customer shall not refuse an International Automotive Task Force ("IATF") witness audit by DQS India or an internal witness audit or DQS India auditors at Customer's facility;
- c) Customer shall grant IATF representatives or their delegates access to its facility;
- d) Customer hereby authorizes DQS India to provide a copy of the final report to the IATF;
- e) Except for the display of a valid certificate of Certification at Customer's facility, Customer shall not use or otherwise display the IATF logo type related to the ISO/TS certification scheme; and
- f) Customer agrees to comply with the "Rules for Achieving IATF Recognition" document and all sanctioned interpretations and clarifications of that document that are published by the IATF.

For Customers applying to AS9104 series, Customer shall comply with the duties, responsibilities, and requirements of the Industry Controlled Other Party ("ICOP") scheme as defined in the AS 9104-series standards of the Aerospace Quality Management System ("AQMS") processes. Customer agrees to comply with the ICOP scheme including the following requirements. Failure to comply with these requirements may result in follow-up review for compliance, or up to and including suspension and withdrawal as defined in the ICOP scheme.

- a. Customer must be identified under one of the five certification structures in AS9104/1 as agreed or previously agreed to with DQS
- b. Customer shall allow DQS to provide Tier 1 data (i.e., information on the issued AQMS standard certificate - public domain) and Tier 2 data (e.g., information and results of audits, assessments, non-conformances, corrective action, scoring, and suspensions - private domain) to the OASIS database.

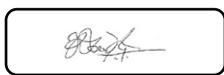


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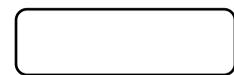


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- c. Customer shall provide access to the Tier 2 data in the OASIS database to their aviation, space, and defense customers and authorities, upon request, unless justification can be provided for not providing such access (e.g., competition, confidentiality, conflict of interest).
- d. Customer shall immediately notify their aviation, space, and defense customers if they lose AQMS standard certification. If a major nonconformance is issued to Customer as an AQMS certified organization by one of their customers, the organization shall notify DQS.
- e. Customer shall identify an OASIS administrator and be responsible to maintain organization name, address, and locations included on the certification (the name(s) and e-mail address(es) of the organization's OASIS database administrator(s); and the organization's contact person, phone, fax, e-mail address, and website), as applicable. DQS is required to be notified of significant changes within the organization (e.g., changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements).
- f. Customer's OASIS database administrator is responsible for managing the organization's contact information within the database, users associated with the organization, external access to organization audit results in the database, and OASIS database feedback. The administrator shall be identified and entered into the OASIS database, prior to certification. Customer's OASIS database administrator is required to be maintained throughout the certification. DQS may be required to suspend the Company's certificate during the certification cycle, or delay issuance of recertification should the Company fail to maintain the OASIS database administrator.
- g. Customer is responsible to have an effective complaint/issue resolution process in place. Effective corrective action process is expected to provide for containment activities, conformance to the Applicable standard, completion of root cause analysis, corrective actions addressing all root causes, and a completion date for the implementation of all corrective actions. The process shall ensure that complaints are acceptably resolved within the AQMS requirement timeframes to assure effectiveness of the certified management system. If the complaint cannot be acceptably resolved DQS has the right to perform a short notice audit; this audit shall be completed within 90 calendar days from receipt of the complaint.
- h. Prior to contracting for and conducting AQMS standard audits, Customer must disclose any classified material and/or export control requirements related to DQS auditor having access to these processes and materials. Formal agreement must be reached prior to the assessment for inclusion into the audit planning activities. Records of the disclosure and agreements, regarding auditor access, shall be maintained by the Customer.
- i. The scope of certification shall not include processes that are not audited to sufficient depth and must be within the permissible exclusions of the standard.
- j. Customer shall agree that Accreditation Bodies (ie: ANAB), Other Parties assessors, representatives of Customer's clients and regulatory authorities have the right to attend a DQS audit for the purpose of oversight, witness or the confirmation of the effectiveness of the DQS's audit process.
- k. Customer requests for AQMS auditor changes/substitutions without substantiated evidence of improper activity or contract violations will not be honored. Conformance to rules concerning export controls, auditor nationalities, and confidentiality/conflict of interest challenges shall be an exception to this requirement.
- l. Prior to each registration and each subsequent audit , Customer must disclose information pertaining to their top 5 aviation, space, and defense customers including identifying who they are, the percent of business with each one, and contact information.



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m. Customer agrees that DQS may provide information in its possession, as a result of the provision of services to the organization, to government, regulatory or law enforcement agency or department upon request of such agency or department. DQS shall notify Customer that it has received such a request. Customer acknowledges that DQS will follow the rules for such disclosures as set out in the scheme.

For Customers applying for any other Accreditation, the following terms and conditions also apply:

- a) Customer shall allow the Accreditation Bodies as listed on the Certificate to conduct required witness audits at the Certified Facility (ies)
- b) Customer shall allow validation visits by the Accreditation Bodies as listed on the Certificate to verify and validate records.

WE AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND WARRANT THAT NO ALTERATIONS OF ITS TEXT HAVE BEEN MADE WITHOUT DQS INDIA PRIOR WRITTEN CONSENT. THE UNDERSIGNED REPRESENTS AND WARRANTS THAT S/HE IS AUTHORIZED TO EXECUTE THIS AGREEMENT ON BEHALF OF CUSTOMER.

For and on Behalf of
Deutsch Quality Systems (India)
Private Limited,



Murugan Kandasamy
Managing Director

For and on Behalf of
(Customer's Complete Legal Company Name)

By _____
(Signature)

(Typed Name and Title)

(Date)