

- CONFIDENTIAL -

QUALITY AGREEMENT

This Quality Agreement is made
between

(Customer Name)

And

Pall Corporation - MicroElectronics

(Hereinafter called Pall)

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Addendum

None



1. Scope of the Agreement

This Agreement shall apply to any Pall Microelectronics products that are manufactured by Pall manufacturing facilities.

2. Purpose

This Quality Agreement serves to define and establish the obligations and responsibilities of the parties as related to the Quality Standards required for all Microelectronics products delivered by Pall Corporation.

This Agreement does not intend to be all inclusive in relation to legal and commercial issues, which may be covered under separate agreements.

3. General Requirements

Pall assures the products supplied to our customers at the time of delivery shall conform to the mutually agreed requirements, where applicable.

The release specifications shall conform in all material respects to the appropriate industry standards and claims for the applicable product.

Pall shall:-

- maintain and apply throughout the term of this Agreement, a quality system in accordance with the applicable ISO standards.
- review and oversee the quality related activities of their suppliers, sub-contractors, service providers, and/or material sources.

4. Regulatory Requirements

If applicable to product, Pall is responsible to provide the Customer information to support regulatory submission.



5. Manufacture

Pall will assure that:-

- the standards and operations of its facilities, equipment, personnel, personnel training, systems, and procedures comply with a recognized international quality system (e.g. ISO 9001, etc..) and Pall's Policies and Procedures.
- the product is stored properly prior to delivery and shall deliver the product(s) in accordance with the conditions as agreed with the Customer, where applicable.

6. Quality Assurance and Control

Pall shall be responsible for the purchase of raw materials used in the manufacture of the product(s) and for ensuring suppliers for such materials comply with the current specifications and procedures.

Pall shall comply with (mutually agreed) requirements and shall deliver product in suitable packages with labeling containing product(s) information and appropriate caution and warning information, as applicable.

In the case of any visible damage to the Products or any damage to the boxes or external packaging as delivered or any shortage in the number of boxes shipped, Customer shall make the necessary remarks in writing in the delivery documents of the carrier and shall notify Pall thereof in writing within twenty-four (24) hours of delivery of the affected Products. In the event, where no such notification is received from Customer within twenty-four (24) hours from the delivery of the Products as aforementioned, then each such delivery and the Products shall be deemed free of visible defects and in conformance with the stated quantities thereof and that the same was delivered to Customer without damage to the external packing or boxes.

Pall will mutually agree to replace all Products that have visible damage or boxes and packaging that have apparent damage, and to deliver missing Products in order to meet the correct quantities within a reasonable period of time with consensus from Pall's Quality Owner.

7. Quality Data and Records

A Certificate of Conformance and/or Certificate of Analysis will be issued as per the applicable product purchased.

Quality Records will be maintained as per the record type and the requirements of the product purchased.



8. Audits

Upon prior notice and approval, Pall will provide access to the premises in which the product(s) are manufactured and tested. A mutually signed confidentiality agreement will be required to access a Pall Facility. As deemed necessary by Pall, access to some proprietary information and/or processes could be restricted.

A mutually agreed upon a written audit agenda will be required.

9. Change Control

Pall will review all proposed changes to manufacturing processes and products.

All changes will be based on a risk assessment approach where the project team will fully define the scope of the change, determine the criticality level, and plan validation activities and deliverables necessary to carry out these activities.

10. Customer Notification

A customer notification will be sent for any critical changes that affect form, fit, or function of the product.

Customer notification will be sent prior to implementing the planned change.

11. Complaint Management

Pall will record and investigate all quality-related customer complaints.

Pall will acknowledge the receipt of a complaint within five (5) business days, provided sufficient information related to the complaint has been received.

Within thirty (30) business days of receipt of the complaint sample, Pall will communicate an interim status or final report on the complaint investigation to the customer detailing a lot file review, scope analysis, identifiable root cause(s), and Corrective and/or Preventive Action(s), where applicable.

In the event that Pall determines that a recall of the Pall product(s) may be necessary or appropriate, Pall will notify the Customer. The two parties will take joined decisions for product disposition or user information, where required.



The Customer will be responsible for returning to Pall all unused, recalled product(s) in their possession at the time the notification of the recall is received.

12. Confidentiality

Pall and the Customer understand and agree that any information of a confidential nature provided to each other pursuant to this Agreement shall be treated by the recipient in the strictest confidence.

The information in this Quality Agreement must be treated strictly confidential.

Disclosure of its content to any third party is prohibited unless agreed by authorized persons of both parties in written form.

This obligation shall not apply to information, which is or becomes public knowledge or which is provably independently developed or lawfully received from a third party.

13. Limitation of Liability

Apart from liabilities expressly stipulated elsewhere in this Agreement, Pall disclaims all liability towards and in relation to Customer.

ANY LIABILITY DUE TO WILFUL ACTS, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY LOST SAVINGS, LOST PROFITS, OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH ANY BUSINESS RELATING TO OR ARISING OUT OF THIS AGREEMENT, EVEN IF ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

Pall shall have no obligation to indemnify Customer for claims that the Products infringe the intellectual property rights of a third party to the extent such claims arise as a result of: (i) Customer combination of Products with other products or services and the infringement would have been avoided but for such combination;

(ii) Modification of the Products not by Pall or without Pall's authorization.

14. Final Provision

This Agreement shall become effective at the latest date of the signature and shall thereafter remain in effect for an unlimited period of time, unless terminated by either Party upon three (3) months prior written notice.

Any modification or amendment of this Agreement or Addendum of any of the terms



thereof requires written confirmation by both parties. Should individual provisions of this Agreement be or become invalid, the remaining provisions will not be affected in their validity.

If this Quality Agreement is pursuant to any other agreement, this Quality Agreement will terminate simultaneously with the governing agreement.

This Agreement will be replaced if the Customer and Pall agree upon a more current Agreement regarding the product(s).

15. Signatures

This Quality Agreement SHALL be approved by Quality function only.

Pall Quality Representative		Customer QA	
Print Name Title		Print Name Title	
Date		Date	
Signature		Signature	