UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the Quarterly Period Ended July 31, 2008

Commission File Number 0-23248

SigmaTron International, Inc.

(Exact Name of Registrant, as Specified in its Charter)

Delaware	36-3918470
(State or other Jurisdiction of Incorporation or Organization)	(I.R.S. Employer Identification Number)
2201 Landmeier Road, Elk Grove Village, Illinois 60007	
(Address of Principal Executive Offices)	(Zip Code)

Registrant's Telephone Number, Including Area Code: (847) 956-8000

No Change

(Former Name, Former Address, and Former Fiscal Year, if Changed Since Last Report)

Indicate, by check mark, whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes ☑ No ☐

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act. (Check one):

Large accelerated filer ☐ Accelerated filer ☐ Non-accelerated filer ☐ (Do not check if a smaller reporting company) Smaller reporting company ☑

Indicate by check mark whether the registrant is a shell company (as defined by Rule 12b-2 of the Exchange Act) Yes ☐ No ☑

On September 11, 2008, there were 3,822,556 shares of the Registrant's Common Stock outstanding.

SigmaTron International, Inc.

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SigmaTron International, Inc.
Consolidated Balance Sheets

	July 31, 2008 (Unaudited)	April 30, 2008
Current assets:		
Cash	$ 3,283,971	$ 3,833,627
Accounts receivable, less allowance for doubtful accounts of $186,894 at July 31, 2008 and $213,000 at April 30, 2008	22,648,118	26,747,552
Inventories, net	43,298,592	42,146,770
Prepaid expenses and other assets	1,016,619	1,039,607
Deferred income taxes	1,458,137	1,453,007
Other receivables	109,713	38,783
Total current assets	71,815,150	75,259,346
Property, machinery and equipment, net	28,602,192	29,354,623
Other assets	1,019,710	1,034,155
Intangible assets, net of amortization of $1,917,051 at July 31, 2008 and $1,811,931 at April 30, 2008	852,949	958,069
Total assets	$102,290,001	$106,606,193
Liabilities and stockholders' equity:		
Current liabilities:		
Trade accounts payable	$ 17,485,488	$ 19,722,175
Accrued expenses	2,156,824	2,297,601
Accrued wages	1,598,408	2,583,379
Income taxes payable	509,055	555,380
Notes payable — bank	1,000,000	1,000,000
Notes payable — buildings	232,737	326,935
Capital lease obligations	1,372,292	1,595,931
Total current liabilities	24,354,804	28,081,401
Notes payable — banks, less current portion	27,121,797	27,876,255
Notes payable — buildings, less current portion	2,626,375	2,661,437
Capital lease obligations, less current portion	1,878,730	2,125,692
Deferred income taxes	2,300,858	2,446,449
Total long-term liabilities	33,927,760	35,109,833
Total liabilities	58,282,564	63,191,234
Commitments and contingencies:		
Stockholders' equity:		
Preferred stock, $.01 par value; 500,000 shares authorized, none issued and outstanding	—	—
Common stock, $.01 par value; 12,000,000 shares authorized, 3,822,556 shares issued and outstanding at July 31, 2008 and April 30, 2008	38,226	38,226
Capital in excess of par value	19,612,655	19,599,501
Retained earnings	24,356,556	23,777,232
Total stockholders' equity	44,007,437	43,414,959
Total liabilities and stockholders' equity	$102,290,001	$106,606,193

The accompanying notes to financial statements are an integral part of these statements.

SigmaTron International, Inc.

Consolidated Statements Of Operations

	Three Months Ended July 31, 2008	Three Months Ended July 31, 2007
Net sales	$ 38,478,118	$ 39,843,813
Cost of products sold	33,828,920	34,627,152
Gross profit	4,649,198	5,216,661
Selling and administrative expenses	3,192,503	3,217,370
Operating income	1,456,695	1,999,291
Other (income) expense — net	(42,819)	10,137
Interest expense	521,611	713,058
Income from operations before income tax expense	977,903	1,276,096
Income tax expense	398,579	449,112
Net income	$ 579,324	$ 826,984
Earnings per share — basic	$ 0.15	$ 0.22
Earnings per share — diluted	$ 0.15	$ 0.21
Weighted average shares of common stock outstanding		
Basic	3,822,556	3,794,956
Weighted average shares of common stock outstanding		
Diluted	3,884,075	3,889,274

The accompanying notes to financial statements are an integral part of these statements.

SigmaTron International, Inc.
Consolidated Statements of Cash Flows

	Three Months Ended July 31, 2008	Three Months Ended July 31, 2007
Operating activities:		
Net income	$ 579,324	$ 826,984
Adjustments to reconcile net income to net cash provided by operating activities:		
Depreciation and amortization	1,026,296	992,885
Stock-based compensation	13,154	4,353
Provision for doubtful accounts	(26,106)	44,800
Provision for inventory obsolescence	8,459	(111,910)
Deferred income taxes	(5,130)	(1,698)
Amortization of intangibles	105,120	152,694
Changes in operating assets and liabilities, net of acquisition		
Accounts receivable	4,125,540	(1,384,887)
Inventories	(1,160,281)	877,319
Prepaid expenses and other assets	(33,497)	210,658
Trade accounts payable	(2,236,687)	(650,240)
Accrued expenses and wages	(1,125,748)	(855,374)
Deferred income taxes payable	(145,591)	—
Income taxes payable	(46,325)	143,176
Net cash provided by operating activities	1,078,528	248,760
Investing activities:		
Purchases of machinery and equipment	(273,865)	(383,487)
Net cash used in investing activities	(273,865)	(383,487)
Financing activities:		
Payments under capital lease obligations	(470,601)	(410,409)
Payments under term loan	(250,000)	(250,000)
Payments under lines of credit	(504,458)	—
Proceeds under lines of credit	—	1,044,768
Payments under building notes payable	(129,260)	(129,759)
Net cash (used in) provided by financing activities	(1,354,319)	254,600
Change in cash	(549,656)	119,873
Cash at beginning of period	3,833,627	2,769,653
Cash at end of period	$ 3,283,971	$ 2,889,526
Supplementary disclosures of cash flow information		
Cash paid for interest	$ 584,311	$ 1,067,196
Cash paid for income taxes, net of (refunds)	552,616	259,785

The accompanying notes to financial statements are an integral part of these statements.

Notes to Consolidated Financial Statements
(Unaudited)

July 31, 2008

Note A — Basis of Presentation

The accompanying unaudited consolidated financial statements of SigmaTron International, Inc. (“SigmaTron”), wholly-owned subsidiaries Standard Components de Mexico S.A., and AbleMex, S.A. de C.V., SigmaTron International Trading Co., and its wholly-owned foreign enterprise Wujiang SigmaTron Electronics Co. Ltd. (“SigmaTron China”), and procurement branch SigmaTron Taiwan (collectively, the “Company”) have been prepared in accordance with accounting principles generally accepted in the United States of America for interim financial information and with the instructions to Form 10-Q and Article 10 of Regulation S-X.

Accordingly, the consolidated financial statements do not include all of the information and footnotes required by accounting principles generally accepted in the United States of America for complete financial statements. In the opinion of management, all adjustments (consisting of normal recurring adjustments) considered necessary for a fair presentation have been included. Operating results for the three month period ended July 31, 2008, are not necessarily indicative of the results that may be expected for the year ending April 30, 2009. For further information, refer to the consolidated financial statements and footnotes thereto included in the Company’s Annual Report on Form 10-K for the year ended April 30, 2008.

Note B — Inventories

The components of inventory consist of the following:

	July 31, 2008	April 30, 2008
Finished products	$19,716,981	$18,735,846
Work-in-process	2,593,092	2,542,762
Raw materials	20,988,519	20,868,162
	$43,298,592	$42,146,770

Note C — Stock Incentive Plans

The Company adopted Financial Accounting Standards Board, Share-Based Payment (“SFAS 123 (R)”) Accounting for Stock Based Compensation on May 1, 2006, and implemented the new standard utilizing the modified prospective application transition method. SFAS 123 (R) requires the Company to measure the cost of employee services received in exchange for an equity award based on the grant date fair value. Options for which the requisite service requirement has not been fully rendered and that are outstanding as of May 1, 2006 are valued in accordance with SFAS 123 “Accounting for Stock Based Compensation” and will be recognized over the remaining service period. Stock-based compensation expense for all stock-based awards granted subsequent to May 1, 2006 was based on the grant date fair value estimated in accordance with the provisions of SFAS No. 123 (R).

As of July 31, 2008, there was approximately $46,800 of unrecognized compensation cost related to the Company's stock option plans. Compensation cost of $17,800 is being amortized over a three year vesting period using a straight-line basis, and compensation cost of $29,000 is being amortized over a four year vesting period using a straight-line basis.

Note D — Earnings Per Share

The following table sets forth the computation of basic and diluted earnings per share:

	Three Months Ended	
	July 31, 2008	July 31, 2007
Net income	$ 579,324	$ 826,984
Weighted-average shares		
Basic	3,822,556	3,794,956
Effect of dilutive stock options	61,519	94,318
Diluted	3,884,075	3,889,274
Basic earnings per share	$ 0.15	$ 0.22
Diluted earnings per share	$ 0.15	$ 0.21

Options to purchase 503,707 and 530,307 shares of common stock were outstanding at July 31, 2008 and 2007, respectively.

Critical Accounting Policies:

Management Estimates and Uncertainties - The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the consolidated financial statements and the reported amounts of revenues and expenses during the reporting period. Significant estimates made in preparing the consolidated financial statements include depreciation and amortization periods, the allowance for doubtful accounts and reserves for inventory. Actual results could materially differ from these estimates.

Revenue Recognition - Revenues from sales of the Company's electronic manufacturing services business are recognized when the product is shipped to the customer. In general, it is the Company's policy to recognize revenue and related costs when the order has been shipped from our facilities, which is also the same point that title passes under the terms of the purchase order except for consignment inventory. Consignment inventory is shipped from the Company to an independent warehouse for storage or shipped directly to the customer and stored in a segregated part of the customer's own facility. Upon the customer's request for inventory, the consignment inventory is shipped to the customer if the inventory was stored off-site or transferred from the segregated part of the customer's facility for consumption, or use, by the customer. The Company recognizes revenue upon such transfer. The Company does not earn a fee for storing the consignment inventory. The Company generally provides a ninety (90) day warranty for workmanship only and does not have any installation, acceptance or sales incentives, although the Company has negotiated longer warranty terms in certain instances. The Company assembles and tests assemblies based on customers' specifications. Historically, the amount of returns for workmanship issues has been de minimis under the Company's standard or extended warranties. Any returns for workmanship issues received after each period end are accrued in the respective financial statements.

Inventories - Inventories are valued at the lower of cost or market. Cost is determined by the first-in, first-out method. The Company establishes inventory reserves for valuation, shrinkage, and excess and obsolete inventory. The Company records provisions for inventory shrinkage based on historical experience to account for unmeasured usage or loss. Actual results differing from these estimates could significantly affect the Company's inventories and cost of products sold. The Company records provisions for excess and obsolete inventories for the difference between the cost of inventory and its estimated realizable value based on assumptions about future product demand and market conditions. Actual product demand or market conditions could be different than that projected by management.

Impairment of Long-Lived Assets - The Company reviews long-lived assets for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. An asset is considered impaired if its carrying amount exceeds the future undiscounted net cash flow the asset is expected to generate. If such asset is considered to be impaired, the impairment to be recognized is measured by the amount by which the carrying amount of the asset, if any, exceeds its fair market value. The Company has adopted SFAS No. 144, which establishes a single accounting model for the impairment or disposal of long-lived assets, including discontinued operations.

Goodwill and Other Intangibles - The Company adopted on June 1, 2001, SFAS No. 141 "Business Combinations". Under SFAS No. 141, a purchaser must allocate the total consideration paid in a business combination to the acquired net tangible and intangible assets based on their fair value. Goodwill represents the purchase price in excess of the fair value of net assets acquired in business combinations. Statement of Financial Accounting Standards (SFAS) No. 142, "Goodwill and Other Intangible Assets", requires the Company to assess goodwill for impairment at least annually in the absence of an indicator of possible impairment and immediately upon an indicator of possible impairment. The Company adopted SFAS 142 effective January 1, 2002. During the fourth quarter of fiscal year 2008, the Company completed its annual assessment of impairment regarding the goodwill recorded. The Company calculates the fair value of the reporting unit utilizing a combination of a discounted cash flow approach and certain market approaches which considered both the Company's market capitalization and trading multiples of comparable companies. The calculations of fair value of the reporting unit involve significant judgment and different underlying assumptions could result in different calculated fair values. In January 2008, the Company changed the date of its annual goodwill impairment test under SFAS 142 from the last day of the year to the first day of the fiscal fourth quarter. The Company determined that the change in accounting principle related to the annual testing date was preferable under the circumstances and did not result in adjustments to the Company's financial statements when applied retrospectively. During the fourth quarter of fiscal year 2008, the Company performed its annual goodwill impairment testing. As a result of this impairment analysis, the Company recorded an impairment charge of $9.3 million for the year ended April 30, 2008.

New Accounting Standards:

In December 2007, the FASB issued SFAS No. 141 (revised 2007), "Business Combinations" ("SFAS 141R"). SFAS 141R establishes principles and requirements for how an acquirer recognizes and measures in its financial statements the identifiable assets acquired, the liabilities assumed, any noncontrolling interest in the acquiree and the goodwill acquired. SFAS 141R also establishes disclosure requirements to enable the evaluation of the nature and financial effects of the business combination. SFAS 141R is effective for acquisitions consummated subsequent to April 30, 2008.

In December 2007, the FASB issued SFAS No. 160, "Noncontrolling interests in Consolidated Financial Statements—an amendment of Accounting Research Bulletin No. 51" ("SFAS 160"). SFAS 160 establishes accounting reporting standards for ownership interests in subsidiaries held by parties other than the parent, the amount of consolidated net income attributable to the parent and to the noncontrolling interest, changes in a parent's ownership interest, and the valuation of retained noncontrolling equity investments when a subsidiary is deconsolidated. SFAS 160 also establishes disclosure requirements that clearly identify and distinguish between the interests of the parent and the interests of the noncontrolling owners. SFAS 160 is effective for fiscal years beginning after December 15, 2008. The Company is currently evaluating the potential impact, if any, of the adoption of SFAS 160 on its consolidated results of operations and financial condition.

Item 2. Management's Discussion and Analysis of Financial Condition and Results of Operations.

In addition to historical financial information, this discussion of the business of SigmaTron International, Inc., its wholly-owned subsidiaries Standard Components de Mexico S.A., and AbleMex S.A. de C.V., SigmaTron International Trading Co., and its wholly-owned foreign enterprise Wujiang SigmaTron Electronics Co., Ltd. ("SigmaTron China"), and its procurement branch SigmaTron Taiwan (collectively the "Company") and other Items in this Report on Form 10-Q contain forward-looking statements concerning the Company's business or results of operations. Words such as "continue," "anticipate," "will," "expect," "believe," "plan," and similar expressions identify forward-looking statements. These forward-looking statements are based on the current expectations of SigmaTron (including its subsidiaries). Because these forward-looking statements involve risks and uncertainties, the Company's plans, actions and actual results could differ materially. Such statements should be evaluated in the context of the risks and uncertainties inherent in the Company's business including the Company's continued dependence on certain significant customers; the continued market acceptance of products and services offered by the Company and its customers; pricing pressures from our customers, suppliers and the market; the activities of competitors, some of which may have greater financial or other resources than the Company; the variability of our operating results; the results of long-lived assets impairment testing; the variability of our customers' requirements; the availability and cost of necessary components and materials; the ability of the Company and our customers to keep current with technological changes within our industries; regulatory compliance; the continued availability and sufficiency of our credit arrangements; changes in U.S., Mexican, Chinese or Taiwanese regulations affecting the Company's business; the continued stability of the U.S., Mexican, Chinese and Taiwanese economic systems, labor and political conditions; and the ability of the Company to manage its growth. These and other factors which may affect the Company's future business and results of operations are identified throughout the Company's Annual Report on Form 10-K and as risk factors and may be detailed from time to time in the Company's filings with the Securities and Exchange Commission. These statements speak as of the date of this report, and the Company undertakes no obligation to update such statements in light of future events or otherwise.

Overview:

The Company operates in one business segment as an independent provider of EMS, which includes printed circuit board assemblies and completely assembled (box-build) electronic products. In connection with the production of assembled products, the Company also provides services to its customers, including (1) automatic and manual assembly and testing of products; (2) material sourcing and procurement; (3) design, manufacturing and test engineering support; (4) warehousing and shipment services; and (5) assistance in obtaining product approval from governmental and other regulatory bodies. The Company provides these manufacturing services through an international network of facilities located in the United States, Mexico, China and Taiwan.

The Company relies on numerous third-party suppliers for components used in the Company’s production process. Certain of these components are available only from single sources or a limited number of suppliers. In addition, a customer’s specifications may require the Company to obtain components from a single source or a small number of suppliers. The loss of any such suppliers could have a material impact on the Company’s results of operations, and the Company may be required to operate at a cost disadvantage compared to competitors who have greater direct buying power from suppliers. The Company does not enter into purchase agreements with major or single-source suppliers. The Company believes that ad-hoc negotiations with its suppliers provides flexibility, given that the Company’s orders are based on the needs of its customers, which constantly change.

Pricing for components and commodities has escalated significantly and may continue to increase in the future periods. The impact of these price increases could have a negative effect on the Company’s gross margins and operating results.

Sales can be a misleading indicator of the Company’s financial performance. Sales levels can vary considerably among customers and products depending on the type of services (consignment and turnkey) rendered by the Company and the demand by customers. Consignment orders require the Company to perform manufacturing services on components and other materials supplied by a customer, and the Company charges only for its labor, overhead and manufacturing costs, plus a profit. In the case of turnkey orders, the Company provides, in addition to manufacturing services, the components and other materials used in assembly. Turnkey contracts, in general, have a higher dollar volume of sales for each given assembly, owing to inclusion of the cost of components and other materials in net sales and cost of goods sold. Variations in the number of turnkey orders compared to consignment orders can lead to significant fluctuations in the Company’s revenue levels. However, the Company does not believe that such variations are a meaningful indicator of the Company’s gross margins. Consignment orders accounted for less than 5% of the Company’s revenues for the three months ended July 31, 2008.

In the past, the timing and rescheduling of orders have caused the Company to experience significant quarterly fluctuations in its revenues and earnings, and the Company expects such fluctuations to continue.

Results of Operations:

Net Sales

Net sales decreased for the three month period ended July 31, 2008 to $38,478,118 from $39,843,813 for the three month period ended July 31, 2007. Sales volume decreased for the three month period ended July 31, 2008 as compared to the same period in the prior year in the telecommunications, appliance, gaming, consumer electronics, industrial and life sciences marketplaces. The decrease in revenue for the three month period ended July 31, 2008 is a result of our customers’ decreased demand for product based on their forecast partially attributable to a slowing economy.

Gross Profit

Gross profit decreased during the three month period ended July 31, 2008 to $4,649,198 or 12.1% of net sales, compared to $5,216,661 or 13.1% of net sales for the same period in the prior fiscal year. The decrease in the Company's gross margin for the three month period is due to pricing pressures within the EMS industry, an increase in the cost of manufacturing supplies and decreased product volume. There can be no assurance that gross margins will not decrease in future quarters. Pricing pressures continue at all locations.

Selling and Administrative Expenses

Selling and administrative expenses decreased to $3,192,503 or 8.3% of net sales for the three month period ended July 31, 2008 compared to $3,217,370 or 8.1% of net sales in the same period last year. The decrease for the three month period ended July 31, 2008, is primarily due to a decrease in sales commissions, insurance, amortization expense and legal fees.

Interest Expense

Interest expense for bank debt and capital lease obligations for the three month period ended July 31, 2008 was $521,611 compared to $713,058 for the same period in the prior year. This change was attributable to the Company's decreased borrowings under its revolving credit facility and term loan and decreasing interest rates.

Taxes

The effective tax rate from operations for the three month period ended July 31, 2008 was 40.8% compared to an effective tax rate of 35.2% in the same period of the prior fiscal year. The effective tax rate in fiscal year 2009 has increased compared to prior periods due to the tax effects of the Company's foreign operations.

Net Income

Net income from operations decreased to $579,324 for the three month period ended July 31, 2008 compared to $826,984 for the same period in the prior year. Basic and diluted earnings per share for the first fiscal quarter of 2009 were $0.15, compared to basic and diluted earnings per share of $0.22 and $0.21, respectively, for the same period in the prior year.

Liquidity and Capital Resources:

Operating Activities.

Cash flow provided by operating activities was $1,078,528 for the three months ended July 31, 2008, compared to $248,760 for the same period in the prior year. During the first three months of fiscal year 2009, cash flow provided by operating activities was a result of net income, the non-cash effect of depreciation and amortization and a decrease in accounts receivables. The decrease in accounts receivable was a result of cash receipts from a significant customer. Cash flow provided by operating activities was partially offset by a decrease in accrued expenses and wages. The accrued wages decreased as a result of bonuses paid in the first quarter of fiscal year 2009. The Company's inventories increased by $1,160,281. The primary reason for the increase in inventories is the startup of new programs with new and existing customers.

During the first quarter of fiscal year 2008, cash flow provided by operating activities was the result of net income, the non-cash effect of depreciation and amortization and a decrease in inventory. The decrease in inventory was the result of timing of customers' demand for product based on their forecast. Cash flow provided by operating activities was partially offset by an increase of approximately $1,385,000 in accounts receivables and a decrease in accrued expenses.

Investing Activities.

During the first quarter of fiscal year 2009, the Company purchased approximately $274,000 in machinery and equipment to be used in the ordinary course of business. The Company expects to make additional machinery and equipment purchases of approximately $2,750,000 during the balance of fiscal year 2009. In addition, the Company expects to expand its China facility and currently anticipates the project will be completed by the first quarter of fiscal 2010. The expansion will include approximately 60,000 square feet of additional manufacturing space. The estimated cost of the expansion is $2.5 million and will be funded by cash on hand in China. During the first quarter of fiscal year 2008, the Company purchased approximately $383,500 in machinery and equipment to be used in the ordinary course of business.

Financing Transactions.

The Company has a revolving credit facility under which the Company may borrow up to the lesser of (i) $32 million or (ii) an amount equal to the sum of 85% of the receivable borrowing base and the lesser of $16 million or a percentage of the inventory base. In June 2008, the Company amended the revolving credit facility to extend the term of the agreement until September 30, 2010 from September 30, 2009, and amended certain financial covenants. As of July 31, 2008, $25,371,797 was outstanding under the revolving credit facility. There was approximately $3.9 million of unused availability under the revolving credit facility as of July 31, 2008. The revolving credit facility requires the Company to maintain certain financial covenants which the Company was in compliance with as of July 31, 2008.

The Company also has a term loan with an outstanding balance of $2,750,000 as of July 31, 2008 with quarterly principal payments of $250,000 due each quarter through the quarter ending June 30, 2011 and interest payable monthly throughout the term of the loan.

The loan and security agreement is collateralized by substantially all of the domestically-located assets of the Company and contains certain financial covenants, including specific covenants pertaining to the maintenance of minimum tangible net worth and net income. The agreement also restricts annual lease rentals and capital expenditures and the payment of dividends.

On November 19, 2003, the Company purchased the property that serves as the Company's corporate headquarters and its Midwestern manufacturing facility. The Company executed a note and mortgage with LaSalle Bank N.A. in the amount of $3,600,000. The Company refinanced the property on April 30, 2008. The new note bears a fixed interest rate of 5.59% and is payable in sixty monthly installments. A final payment of approximately $2,115,438 is due on or before April 30, 2013. At July 31, 2008, $2,766,625 and at July 31, 2007, $2,940,000 were outstanding.

In May 2002, the Company acquired a plant in Acuna, Mexico through seller financing. The loan of $1,950,000 is payable in equal monthly installments of approximately $31,000 over six and a half years at a rate of 7% interest per annum. Prior to acquiring that plant, the Company rented the facility. At July 31, 2008, approximately $92,500 was outstanding in connection with the financing of that facility.

Payments made under capital lease and building notes payable was $599,861 and $540,168 for the first quarter of fiscal year 2009 and 2008, respectively.

The Company paid $250,000 under its term loan obligation and paid an additional $504,458 under its revolving credit facility during the first quarter of fiscal year 2009. The balance as of July 31, 2008 under the term loan obligation and revolving credit facility was $2,750,000 and $25,371,797, respectively. In the first quarter of fiscal year 2008, the Company paid $250,000 under its term loan obligation and borrowed an additional $1,044,768 under its revolving credit facility. The balance at July 31, 2007 under the term loan obligation and revolving credit facility was $3,750,000 and $25,263,783, respectively.

The Company anticipates its credit facilities, cash flow from operations and leasing resources will be adequate to meet its working capital requirements in fiscal year 2009. In the event the business grows rapidly or the Company considers an acquisition, additional financing resources could be necessary in the current or future fiscal years. There is no assurance that the Company will be able to obtain equity or debt financing at acceptable terms in the future.

The Company provides funds for salaries, wages, overhead and capital expenditure items as necessary to operate its wholly-owned Mexican and Chinese subsidiaries and the Taiwan procurement branch. The Company provides funding in U.S. dollars, which are exchanged for Pesos, Renminbi, and New Taiwan dollar as needed. The fluctuation of currencies from time to time, without an equal or greater increase in inflation, has not had a material impact on the financial results of the Company. During the first quarter of fiscal year 2009, the Company paid approximately $4,240,000 to its foreign subsidiaries for services provided.

Off-balance Sheet Transactions:

The Company has no off-balance sheet transactions.

Contractual Obligations and Commercial Commitments:

There have been no material changes to the Company’s contractual obligations and commercial commitments.

Item 3. Quantitative and Qualitative Disclosures About Market Risk.

Interest Rate Risk

Not applicable.

Item 4. Controls and Procedures.

Our management, including our President and Chief Executive Officer and Chief Financial Officer, evaluated the effectiveness of the design and operation of our disclosure controls and procedures (as defined in the Securities Exchange Act of 1934 (the “Exchange Act”), Rules 13a-15 (e) and 15d-15(e)) as of July 31, 2008. Our disclosure controls and procedures are designed to ensure that information required to be disclosed by the Company in the reports filed by the Company under the Exchange Act, is recorded, processed, summarized and reported within the time periods specified in the Securities and Exchange Commission’s rules and forms and that such information is accumulated and communicated to our management, including our President and Chief Executive Officer and Chief Financial Officer, as appropriate to allow timely decisions regarding required disclosure. Based on this evaluation, our President and Chief Executive Officer and Chief Financial Officer concluded that the Company's disclosure controls and procedures were effective as of July 31, 2008.

Our management is responsible for establishing and maintaining adequate internal control over financial reporting. Under the supervision and with the participation of our management, including our Chief Executive Officer and Chief Financial Officer, we conducted an evaluation of the effectiveness of our internal control over financial reporting based on the framework in Internal Control — Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on our evaluation, our management concluded that our internal control over financial reporting was effective as of July 31, 2008.

There has been no change in our internal control over financial reporting during the quarter ended July 31, 2008 that has materially affected or is reasonably likely to materially affect, our internal control over financial reporting.

PART II — OTHER INFORMATION

Item 1. Legal Proceedings.

As of July 31, 2008, the Company was not a party to any material legal proceedings.

From time to time the Company is involved in legal proceedings, claims or investigations that are incidental to the conduct of the Company's business. In future periods, the Company could be subjected to cash cost or non-cash charges to earnings if any of these matters is resolved on unfavorable terms. However, although the ultimate outcome of any legal matter cannot be predicted with certainty, based on present information, including our assessment of the merits of the particular claim, the Company does not expect that these legal proceedings or claims will have any material adverse impact on its future consolidated financial position or results of operations.

Item 1A. Risk Factors.

Not applicable.

Item 2. Unregistered Sales of Equity Securities and Use of Proceeds.

None.

Item 3. Defaults Upon Senior Securities.

None.

Item 4. Submission of Matters to a Vote of Security Holders

None.

Item 5. Other Information.

None.

Item 6. Exhibits.

(a) Exhibits:

10.17 Seventeenth Amendment to Loan and Security Agreement between SigmaTron International, Inc. and LaSalle Bank National Association, dated June 25, 2008.

31.1 Certification of Principal Executive Officer of the Company Pursuant to Rule 13a-14(a) under the Exchange Act, as adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

31.2 Certification of Principal Financial Officer of the Company Pursuant to Rule 13a-14(a) under the Exchange Act, as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.

32.1 Certification by the Principal Executive Officer of SigmaTron International, Inc. Pursuant to Rule 13a-14(b) under the Exchange Act and Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).

32.2 Certification by the Principal Financial Officer of SigmaTron International, Inc. Pursuant to Rule 13a-14(b) under the Exchange Act and Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350).

SIGNATURES:

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned thereunto duly authorized.

SIGMATRON INTERNATIONAL, INC.

/s/ Gary R. Fairhead	September 11, 2008
Gary R. Fairhead President and CEO (Principal Executive Officer)	Date
/s/ Linda K. Frauendorfer	September 11, 2008
Linda K. Frauendorfer Chief Financial Officer, Secretary and Treasurer (Principal Financial Officer and Principal Accounting Officer)	Date

EXHIBIT 10.17

SEVENTEENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT

THIS SEVENTEENTH AMENDMENT TO LOAN AND SECURITY AGREEMENT (this "Amendment") is entered into as of the 25th day of June, 2008 by and among the banks that are or may from time to time become parties hereto (individually a "Bank" and collectively, the "Banks"), LASALLE BANK NATIONAL ASSOCIATION, a national banking association (in its individual capacity, "LaSalle"), as agent ("Agent") for the Banks, and SIGMATRON INTERNATIONAL, INC., a Delaware corporation (the "Borrower").

W I T N E S S E T H:

WHEREAS, Agent, the Banks and Borrower are parties to that certain Loan and Security Agreement dated as of August 25, 1999 (the "Original Agreement"), as amended by that certain Amendment to Loan and Security Agreement dated as of August 31, 2000, that certain Forbearance Agreement and Second Amendment to Loan and Security Agreement dated as of February 1, 2001, that certain Forbearance Agreement and Third Amendment to Loan and Security Agreement dated as of May 31, 2001, that certain Forbearance Agreement and Fourth Amendment to Loan and Security Agreement dated as of July 31, 2001, that certain Fifth Amendment to Loan and Security Agreement dated as of November 30, 2001, that certain Sixth Amendment to Loan and Security Agreement dated as of April 22, 2002, that certain Seventh Amendment to Loan and Security Agreement dated as of October 16, 2002, that certain Eighth Amendment to Loan and Security Agreement dated as of February 19, 2004, that certain Ninth Amendment to Loan and Security Agreement dated as of March 11, 2005, that certain Tenth Amendment to Loan and Security Agreement dated as of July 14, 2005, that certain Eleventh Amendment to Loan and Security Agreement dated as of September 12, 2005, that certain Twelfth Amendment to Loan and Security Agreement dated as of July 31, 2006, that certain Thirteenth Amendment to Loan and Security Agreement dated as of October 20, 2006, that certain Fourteenth Amendment to Loan and Security Agreement dated as of January 31, 2007, that certain Fifteenth Amendment to Loan and Security Agreement dated as of April 30, 2007 and that certain Sixteenth Amendment to Loan and Security Agreement dated as of March 30, 2008 (the Original Agreement and all of the foregoing amendments are collectively referred to as the "Agreement"); and

WHEREAS, the Borrower and the Banks have agreed to further amend the Agreement to modify certain provisions of the Agreement as set forth herein.

NOW, THEREFORE, for and in consideration of the premises and mutual agreements herein contained and for the purposes of setting forth the terms and conditions of this Amendment, the parties, intending to be bound, hereby agree as follows:

1. Incorporation of the Agreement. All capitalized terms which are not defined hereunder shall have the same meanings as set forth in the Agreement, and the Agreement, to the extent not inconsistent with this Amendment, is incorporated herein by this reference as though the same were set forth in its entirety. To the extent any terms and provisions of the Agreement are inconsistent with the amendments set forth in Paragraph 2 below, such terms and provisions

shall be deemed superseded hereby. Except as specifically set forth herein, the Agreement shall remain in full force and effect and its provisions shall be binding on the parties hereto.

2. Amendment of the Agreement.

(a) The definition of the terms “Bank Product Agreements”, “Bank Product Obligations”, “Bank Products”, “Hedging Agreement”, and “Hedging Obligation” are hereby added to Paragraph 1.1 of the Agreement to read as follows:

“Bank Product Agreements” shall mean those certain agreements entered into from time to time by the Borrower or any Subsidiary with the Bank or any Affiliate of the Bank concerning Bank Products.

“Bank Product Obligations” shall mean all obligations, liabilities, contingent reimbursement obligations, fees, and expenses owing by the Borrower or any Subsidiary to the Bank or any Affiliate of the Bank pursuant to or evidenced by the Bank Product Agreements and irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising.

“Bank Products” shall mean any service or facility extended to the Borrower or any Subsidiary by the Bank or any Affiliate of the Bank, including: (a) credit cards, (b) credit card processing services, (c) debit cards, (d) purchase cards, (e) ACH Transactions, (f) cash management, including controlled disbursement, accounts or services, or (g) Hedging Agreements.

“Hedging Agreement” shall mean any interest rate, currency or commodity swap agreement, cap agreement or collar agreement, and any other agreement or arrangement designed to protect a Person against fluctuations in interest rates, currency exchange rates or commodity prices.

“Hedging Obligation” shall mean, with respect to any Person, any liability of such Person under any Hedging Agreement.

(b) The definition of the terms “Borrower’s Liabilities” and “Maturity Date” appearing in Paragraph 1.1 of the Agreement are hereby amended and restated to read as follows:

“Borrower’s Liabilities” means all obligations and liabilities of Borrower in the aggregate to Bank (including, without limitation, all debts, claims, reimbursement obligations, Hedging Obligations, Bank Product Obligations and indebtedness) whether primary, secondary, direct, contingent, fixed or otherwise, heretofore, now and/or from time to time hereafter owing, due or payable, however evidenced, created, incurred, acquired or owing and however arising, whether under this Agreement, the Other Agreements, Bank Product Agreements or Hedging Agreements, or by oral agreement or operation of law or otherwise.

Maturity Date” means (i) September 30, 2010 with respect to all Revolving Loans and (ii) June 30, 2011 with respect to the Term Loan.

(c) Paragraphs 11.2(f)(v) and (vi) of the Agreement are hereby amended and restated to read as follows:

(v) Not permit the aggregate amount of Capital Expenditures to exceed $3,500,000 in any fiscal year (excluding any Capital Expenditures associated with Sigmatron's plant located in China).

(vi) Maintain EBITDA of not less than $7,000,000 measured quarterly on a rolling twelve month basis.

3. Consent. Pursuant to the request of the Borrower, Agent and each of the Banks hereby consent to, and waive any Event of Default arising or occurring under Paragraphs 11.3(a), 11.3(b)(iv), 11.3(e) and 11.3(i) of the Loan Agreement as a result of (i) the purchase by the Borrower or its Subsidiary of certain real estate located in Acuna, Mexico (the "Acuna Real Estate") and (ii) the incurrence of $1,000,000 in indebtedness to finance said real estate which shall be subject to the following conditions.

(a) No Event of Default exists or would be caused by the purchase of the Acuna Real Estate;

(b) The aggregate purchase price for the Acuna Real Estate shall not exceed $1,000,000; (the "Acuna Debt");

(c) The Acuna Debt will be secured solely by the Acuna Real Estate and no other assets of the Borrower; and

(d) The Borrower shall provide the Bank with certified copies of all operative documents evidencing the purchase of the Acuna Real Estate promptly upon the closing of the Purchase.

The Borrower hereby acknowledges that the waiver contained in this Amendment is granted by Agent and the Banks only for the limited purpose set forth herein and each term and provision of the Agreement continues in full force and effect. The waiver in no manner creates a course of dealing or otherwise impairs the future ability of the Agent or the Banks to declare an Event of Default under or otherwise enforce the terms of the Agreement.

4. Representations and Warranties. The representations and warranties set forth in the Agreement and all covenants set forth in the Agreement shall be deemed remade and affirmed as of the date hereof by Borrower, except any and all references to the Agreement in such representations, warranties and covenants shall be deemed to include this Amendment. Borrower hereby expressly reaffirms, reinstates and assumes (on the same basis as set forth in the Agreement) all of the obligations and liabilities to the Agent as set forth in the Agreement and this Amendment, and agrees to be bound by and abide by and operate and perform under and pursuant to and comply fully with all of the terms, conditions, provisions, agreements, representations, undertakings, warranties, guarantees, indemnities, grants of security interest and covenants contained in the Agreement. Borrower also acknowledges and reaffirms that the Agreement, as amended by this Amendment, is in full force and effect and that no defenses exist as of the date of this Amendment to Borrower's full compliance with the Agreement, as amended

by this Amendment. Borrower hereby acknowledges that the security interests granted in the Agreement constitute a valid continuing first Lien in and to the Collateral. No Event of Default has occurred and is continuing and no event has occurred and is continuing which, with the lapse of time, the giving of notice, or both, would constitute such an Event of Default under the Agreement.

5. Delivery of Documents/Information. Prior to entering into this Amendment, Agent shall have received from the Borrower the following fully executed documents, in form and substance satisfactory to Agent and each Bank, and all of the transactions contemplated by each such document shall have been consummated or each condition contemplated by each such document shall have been satisfied:

(a) this Amendment;

(b) Substitute Revolving Notes in favor of each Bank; and

(c) such other document and certificates as Agent may request.

6. Reference to the Effect on the Agreement.

(a) References. Upon the date of this Amendment and on and after the date hereof, each reference in the Agreement to "this Agreement," "hereunder," "hereof," "herein" or words of like import shall mean and be a reference to the Agreement, as amended hereby.

(b) Ratification. As specifically modified above, the Agreement and all other documents, instruments and agreements executed and/or delivered in connection therewith shall remain in full force and effect, and are hereby ratified and confirmed.

7. Representations and Warranties of the Borrower. Borrower hereby represents and warrants to Agent and the Banks as of the date hereof as follows:

(a) The execution and delivery of this Amendment and the performance by Borrower of its obligations hereunder are within Borrower's powers and authority, have been duly authorized by all necessary corporate action and do not and will not contravene or conflict with the Certificate of Incorporation or By-laws of Borrower.

(b) The Agreement (as amended by this Amendment) and the Other Agreements constitute legal, valid and binding obligations enforceable in accordance with their terms by Agent and the Banks against Borrower, and Borrower expressly reaffirms each of its obligations under the Agreement (as amended by this Amendment) and each of the Other Agreements, including, without limitation, Borrower's Liabilities. Borrower further expressly acknowledges and agrees that Agent has a valid, duly perfected, first priority and fully enforceable security interest in and lien against each item of Collateral except as otherwise set forth in the Agreement. Borrower agrees that it shall not dispute the validity or enforceability of the Agreement (as it was stated before and after this Amendment) or any of the Other Agreements or any of its respective obligations thereunder, or the validity, priority, enforceability or extent of Agent's security interest in or lien against any item of Collateral, in any judicial, administrative or other proceeding;

(c) No consent, order, qualification, validation, license, approval or authorization of, or filing, recording, registration or declaration with, or other action in respect of, any governmental body, authority, bureau or agency or other Person is required in connection with the execution, delivery or performance of, or the legality, validity, binding effect or enforceability of, this Amendment; and

(d) The execution, delivery and performance of this Amendment by Borrower does not and will not violate any law, governmental regulation, judgment, order or decree applicable to Borrower and does not and will not violate the provisions of, or constitute a default or any event of default under, or result in the creation of any security interest or lien upon any property of Borrower pursuant to, any indenture, mortgage, instrument, contract, agreement or other undertaking to which Borrower is a party or is subject or by which Borrower or any of its real or personal property may be bound.

8. Releases; Indemnities.

(a) In further consideration of the Banks' execution of this Amendment, Borrower, and on behalf of its successors, assigns, subsidiaries and Affiliates, hereby forever releases Agent and each Bank and their respective successors, assigns, parents, subsidiaries, Affiliates, officers, employees directors, agents and attorneys (collectively, the "Releasees") from any and all debts, claims, demands, liabilities, responsibilities, disputes, causes, damages, actions and causes of action (whether at law or in equity) and obligations of every nature whatsoever, whether liquidated or unliquidated, known or unknown, matured or unmatured, fixed or contingent (collectively, "Claims"), that Borrower may have against the Releasees which arise from or relate to any actions which the Releasees may have taken or omitted to take prior to the date this Amendment was executed, including without limitation with respect to Borrower's Liabilities, any Collateral, the Agreement, any Other Agreement and any third parties liable in whole or in part for Borrower's Liabilities. This provision shall survive and continue in full force and effect whether or not Borrower shall satisfy all other provisions of this Amendment, the Other Agreements or the Agreement, including payment in full of Borrower's Liabilities.

(b) Borrower hereby agrees that its obligation to indemnify and hold the Releasees harmless as set forth in Paragraph 8(a) of this Amendment shall include an obligation to indemnify and hold the Releasees harmless with respect to any and all liabilities, obligations, losses, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by the Releasees, or any of them, whether direct, indirect or consequential, as a result of or arising from or relating to any proceeding by, or on behalf of, any Person, including, without limitation, officers, directors, agents, trustees, creditors, partners or shareholders of Borrower, whether threatened or initiated, asserting any claim for legal or equitable remedy under any statute, regulation or common law principle arising from or in connection with the negotiation, preparation, execution, delivery, performance, administration and enforcement of this Amendment or any other document executed in connection herewith. The foregoing indemnity shall survive the payment in full of the Borrower's Liabilities and the termination of this Amendment, the Agreement and the Other Agreements.

9. Fees and Expenses. Borrower agrees to pay on demand all costs, fees and expenses of or incurred by the Agent in connection with the evaluation, negotiation, preparation, execution and delivery of this Amendment and the other instruments and documents executed and delivered in connection with the transactions described herein (including the filing or recording thereof), including, but not limited to, the reasonable fees and expenses of counsel for the Agent, search fees and taxes payable in connection with this Amendment and any future amendments to the Agreement.

10. Counterparts. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

(Seventeenth Amendment to Loan and Security Agreement Signature Page)

IN WITNESS WHEREOF, the parties hereto have duly executed this Seventeenth Amendment to Loan and Security Agreement as of the date first above written.

SIGMATRON INTERNATIONAL, INC.

By: /s/ Linda K. Blake
Its: Chief Financial Officer

LASALLE BANK NATIONAL ASSOCIATION, for itself and as Agent

By: /s/ Eileen Roethler
Its: Vice President

NORTH SHORE COMMUNITY BANK & TRUST, as a Bank

By: /s/ Thomas E. Fredricksen
Its: Vice President

EXHIBIT 31.1

Certification of Principal Executive Officer of
SigmaTron International, Inc.
Pursuant to Rule 13a-14(a) under the Exchange Act,
as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Gary R. Fairhead, President and Chief Executive Officer of SigmaTron International, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of SigmaTron International, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: September 11, 2008

/s/ Gary R. Fairhead
Gary R. Fairhead
President and Chief Executive Officer
of SigmaTron International, Inc.

EXHIBIT 31.2

Certification of Principal Financial Officer of
SigmaTron International, Inc.
Pursuant to Rule 13a-14(a) under the Exchange Act,
as Adopted Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Linda K. Frauendorfer, Chief Financial Officer, Secretary and Treasurer of SigmaTron International, Inc., certify that:

1. I have reviewed this Quarterly Report on Form 10-Q of SigmaTron International, Inc.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) for the registrant and have:

   a. Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b. Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c. Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d. Disclosed in this report any change in registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant’s other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant’s auditors and the audit committee of the registrant’s board of directors (or persons performing the equivalent functions):

    a. All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant’s ability to record, process, summarize and report financial information; and

    b. Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant’s internal control over financial reporting.

Date: September 11, 2008

/s/ Linda K. Frauendorfer
Linda K. Frauendorfer
Chief Financial Officer, Secretary and
Treasurer of SigmaTron International, Inc.

EXHIBIT 32.1

Certification by the Principal Executive Officer of
SigmaTron International, Inc.
Pursuant to Rule 13a-14(b) under the Exchange Act and
Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350)

I, Gary R. Fairhead, am President and Chief Executive Officer of SigmaTron International, Inc. (the "Company").

This certification is being furnished pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in connection with the filing of the Company's Quarterly Report on Form 10-Q for the quarter ended July 31, 2008 (the "Report").

I hereby certify that to the best of my knowledge:

(a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act (15 U.S.C. 78 m(a) or 78o(d)); and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 11, 2008

/s/ Gary R. Fairhead
Gary R. Fairhead
President and Chief Executive Officer of
SigmaTron International, Inc.

EXHIBIT 32.2

**Certification by the Principal Financial Officer of
SigmaTron International, Inc.
Pursuant to Rule 13a-14(b) under the Exchange Act and
Section 906 of the Sarbanes-Oxley Act of 2002 (18 U.S.C. 1350)**

I, Linda K. Frauendorfer, am Chief Financial Officer, Secretary and Treasurer of SigmaTron International, Inc. (the "Company").

This certification is being furnished pursuant to Rule 13a-14(b) under the Securities Exchange Act of 1934, as amended (the "Exchange Act") and 18 U.S.C. 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, in connection with the filing of the Company's Quarterly Report on Form 10-Q for the quarter ended July 31, 2008 (the "Report").

I hereby certify that to the best of my knowledge:

(a) The Report fully complies with the requirements of Section 13(a) or 15(d) of the Exchange Act (15 U.S.C. 78 m(a) or 78o(d)); and

(b) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

Date: September 11, 2008

/s/ Linda K. Frauendorfer
Linda K. Frauendorfer
Chief Financial Officer, Secretary and
Treasurer of SigmaTron International, Inc.