SOP-001	Supplier Quality Handbook & Commercial Terms		
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Supplier Quality Handbook & Commercial Terms

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QUALITY POLICY

Metaltech is committed to meeting customer requirements and enhancing customer satisfaction by conducting business in an ethical manner, continual improvement of its processes, services and the quality management system.

PURPOSE

This Supplier Quality Handbook is intended to facilitate partnerships with our valued suppliers in order to create exceptional value for our customers and to result in our mutual business strength and growth.

A strong and flexible supply base that understands Metaltech, Inc.'s purchase to specification, raw material, subassemblies, semi-finished goods, outside service and replenishment programs is essential.

Metaltech, Inc. has made a commitment to quality by establishing a quality management system compliant with AS9100D. Metaltech, Inc. is committed to providing products and services on time and with zero defects to its customers, thereby generating greater customer loyalty and satisfaction.

SCOPE

This Supplier Quality Handbook applies to all suppliers of direct and indirect materials and/or services for Metaltech, Inc. as required by a Metaltech, Inc. purchase order. It requires specific actions from suppliers and explains the effect those actions will have on each supplier's ability to continue doing business with Metaltech, Inc.

RESPONSIBILITY

- Suppliers are responsible for meeting Metaltech, Inc.'s requirements as set forth in this Supplier Quality Handbook, its attachments, and Metaltech, Inc.'s purchase orders. Failure to meet these requirements may result in the loss of existing and/or future Metaltech, Inc. business.
- Suppliers shall adopt the standards of zero defects and 100% on-time delivery to Metaltech, Inc.. Metaltech, Inc. considers defects to be non-fulfillment or variation from any requirement or expectation of products and/or services.
- Suppliers shall adopt a lean attitude and will strive for continuous improvements in their process.

SUPPLIER QUALIFICATION

Metaltech, Inc. places purchase orders only with those companies that clearly have the ability to meet on-time delivery requirements and material quality expectations of components, materials and services over the duration of the contract. Our process sequence for supplier qualification is as follows:

- Identification
- Survey – score
- Bid/request for quote

Qualification surveys consist of an electronic or written description of the quality system, experience level and capabilities a supplier has to offer. When the survey is complete, a supplier's quality system is rated in an ongoing evaluation. Qualification surveys may be accomplished at any of the following times:

- Prior to the first order from a new supplier;

- Prior to a significant change in type of business with an existing supplier;
- Any time product quality suggests a previous survey is no longer valid; or
- At the request of the supplier.

MATERIAL QUALITY

Material quality addresses the physical characteristics of the item or service provided. All material provided to Metaltech, Inc. is expected to meet Metaltech, Inc.'s specifications and drawing requirements. It is not Metaltech, Inc.'s intention to use receiving inspections to prevent non-conforming material from entering our manufacturing process. Metaltech, Inc. expectation is that all material provided to Metaltech, Inc. will have zero defects. For that reason, any non-conforming material discovered during the production process will be charged to the supplier. We fully expect our suppliers to rework or replace any nonconforming material, regardless of when the deficiencies are discovered.

DELIVERY PERFORMANCE

Delivery performance considers the timeliness of delivery of the product to Metaltech, Inc. A delivery is on time when it is received no later than seven (7) calendar days after the promised date on the purchase order. Early deliveries are accepted and count as on time unless the purchase order states otherwise. Metaltech, Inc.'s goal is 100% on-time delivery. Metaltech, Inc. measures each supplier's on-time delivery and quality (nonconformances) and shares results through the Supplier Performance Scorecard (F-225). A supplier with 10 or more PO lines in the review period and below 75% on-time delivery, or with 3 or more supplier-caused NCRs, will receive a corrective action request. NCRs caused by Metaltech, Inc. (for example, incorrect data supplied) are not counted.

VALUE-ADDED / VALUE ENGINEERING

Metaltech, Inc. values suppliers who partner with us to achieve cost savings. Examples include recommending cost-saving changes to current and future products and working with Metaltech, Inc. to improve processes, quality and cost.

VERIFICATION AND INSPECTION

- All Metaltech, Inc. suppliers who manufacture "made to print" custom parts (CCM) will be required to supply certificates of inspection, certificates of quality, or inspection reports at time of shipment of ordered products. Prints (custom parts) that have been manually altered and approved by Metaltech, Inc. must be submitted to the requesting division's Quality Assurance and Procurement Departments before or at the time of shipment. Failure to comply with these requirements may result in the shipment being rejected and returned to the supplier at the supplier's expense. All inspection reports are to note the Metaltech, Inc. purchase order number, part number(s), drawing revision(s), lot numbers, and date. Material and process certifications shall identify the Metaltech, Inc. purchase order number, part number and revision, material or process specification and revision, heat or lot number, and quantity, and shall include a statement of conformance signed by an authorized representative.
- When First Article samples are requested from a supplier for new or revised parts, the supplier is required to deliver with the samples copies of all material certifications, test documents, and inspection reports of all features for each sample. Metaltech, Inc.'s expectation is that all features will meet the print requirements and that the parts will be representative of the supplier's typical production processes.
- All certifications for Metaltech, Inc. products/materials retained by the supplier must be available for inspection and review upon reasonable notice by Metaltech, Inc. associates and/or our customer representatives.

- Metaltech, Inc. retains the right to verify at the supplier's premises that subcontracted products/materials conform to Metaltech, Inc.'s specified requirements. On-site verifications and quality surveys and audits may be performed by Metaltech, Inc. and/or our customer representatives.
- Production parts and materials received by any Metaltech, Inc. division must be clean and ready for assembly, and free from debris, burrs, paint defects, or rust. All machined surfaces must be protected from damage during transit and storage. Light oil must be used to prevent rust from occurring on unpainted steel surfaces. No cutting fluids may be present in or on material. All tapped holes and threaded material must be ready for fastener without chasing threads or any other defects that would cause rework.

TERMS AND CONDITIONS

All purchasing by Metaltech, Inc. will be subject to the terms and conditions set forth in Metaltech, Inc. Supplier Commercial Terms and Conditions attached to and made a part of this Supplier Handbook, as attached below.

Supplier Commercial Terms

1. BINDING EFFECT OF AGREEMENT. These standard commercial terms and conditions ("Terms and Conditions") of Metaltech, Inc., apply to all transactions between Metaltech, Inc. and its suppliers, including all Metaltech, Inc. purchase orders, whether or not expressly referenced. No other terms and conditions and no variations to these Terms and Conditions shall be binding unless agreed to in writing by authorized representatives of Metaltech, Inc. and supplier.

2. PRICE. Except as otherwise provided in the Agreement, all prices paid hereunder include all labor costs, insurance, customs, duties, warehousing costs, packaging, loading, royalties and license fees of any kind associated with manufacturing, intellectual property rights of the supplier or any third party.

All prices are in United States Dollars unless otherwise provided. Supplier warrants that the prices charged for its products are as low as or lower than the lowest prices charged by the supplier to any other customers for similar products in the same or similar quantities and under similar circumstances.

3. QUALITY (RIGHT TO INSPECT). Supplier agrees to maintain a quality control system for all products to be delivered hereunder that will eliminate rejects and will strive toward a goal of zero defects. Such a system shall include process controls that will provide for inspection and verification of all critical parameters or operations on a regular or continuing basis throughout the manufacturing process. Supplier agrees to maintain quality records, such as material specifications, heat lot numbers, and final acceptance records, in accordance with the record retention requirements of Section 6. Metaltech, Inc. and its customer(s), regulatory authorities and at any level of the supply chain, shall have the right of access to the supplier's facilities and applicable records, and the right to inspect all articles and material ordered both at supplier's facility and upon arrival at destination. If the supplier employs services of any subcontractor, the supplier must supply the name and address of each subcontractor. The same inspection privileges apply. Metaltech, Inc. may reject any and all articles and materials not conforming to specifications, drawings, samples, or descriptions. Any rejected articles or materials held by Metaltech, Inc. pending the supplier's disposition will be at the supplier's risk.

4. INVOICING AND PAYMENT TERMS. Payment terms are net thirty (30) days from date of supplier's invoice unless otherwise agreed upon in writing by the parties. All invoices, packing lists, bills of lading, containers, tags, and correspondence pertaining to purchase orders must bear Metaltech, Inc.'s order number, part number and any other coding requested. A separate invoice must be rendered for each lot of material shipped or delivered to Metaltech, Inc.

5. PACKAGING. All products will be prepared for shipment and packed to prevent damage and deterioration (including the use of appropriate cushioning materials, dividers, fillers, etc. when necessary) and to comply with carrier tariffs. No charges will be paid by

Metaltech, Inc. for preparation, packing, crating or freight unless so noted on the face of the purchase order. Failure to comply with these packaging requirements may result in the rejection or return of shipment at supplier's expense.

6. PRODUCT IDENTIFICATION AND DOCUMENTATION. In order for our suppliers to be paid in a timely manner for products and services contracted by Metaltech, Inc., all products/materials must be marked or identified with Metaltech, Inc.'s part number as per the purchase order line item entry.

- Packing lists for products and materials must exactly reflect the correct purchase order number, line item, quantity, Metaltech, Inc.'s part number, country of origin, and any other coding specifically requested by Metaltech, Inc.
- Invoices for delivery of products and material must exactly reflect the correct purchase order number, line item, quantity, Metaltech, Inc.'s part number, country of origin, and any other coding specifically requested by Metaltech, Inc.
- All suppliers shall maintain a records retention program and guarantee that all Metaltech records will be maintained and retained for a minimum of ten (10) years after delivery, or longer when specified on the purchase order. Suppliers shall contact Metaltech, Inc. before disposing of any Metaltech records.
- Failure to comply with these requirements may result in the shipment being rejected and returned to the supplier, at the supplier's expense, or delay of invoice payment until corrected invoice has been received by Metaltech, Inc. If the supplier chooses to use a subcontractor to fulfill an order from Metaltech, Inc., the supplier will be responsible for ensuring the subcontractor submits the appropriate paperwork as specified above.

7. LOGISTICS, TITLE AND RISK OF LOSS. Unless otherwise specified on the face of Metaltech, Inc.'s purchase order, domestic shipping terms are FOB Origin.

8. DELIVERY AND RECEIPT OF GOODS. Delivery will be in accordance with the shipping address on the Metaltech, Inc. purchase order. Product sold under this agreement shall be deemed received when delivered to the address indicated on the Metaltech, Inc. purchase order.

9. QUANTITY. Metaltech, Inc. will not accept shipments of greater quantity, or shipments of a lesser quantity than ordered, unless specifically authorized by Metaltech, Inc. in writing. Early shipments are accepted unless the purchase order states otherwise. Metaltech, Inc.'s acceptance of lesser quantity will not relieve supplier of its obligation to delivery of the balance of the product ordered, unless indicated in writing by Metaltech, Inc. If it appears supplier will not meet delivery date set forth on Metaltech, Inc.'s purchase order after acceptance of purchase order, supplier will promptly notify Metaltech, Inc. and, if requested by Metaltech, Inc., ship via air or expedited routing to avoid or minimize delay to the maximum extent possible, and added cost will be borne by supplier.

10. INSPECTION/ACCEPTANCE. Metaltech, Inc. will have the right to inspect all products, both at supplier's facility (upon reasonable notice) and upon arrival at destination. If supplier employs services of any subcontractor, supplier must supply the name and address of such subcontractor, and the same inspection privileges apply. Metaltech, Inc. may reject any and all articles and materials not conforming to specifications, drawings, samples, or descriptions. Any rejected articles or materials held by Metaltech, Inc. pending supplier's disposition will be at supplier's risk.

11. REPLACEMENT OF REJECTED GOODS. At Metaltech, Inc.'s option, the supplier shall replace those goods rightfully rejected by Metaltech, Inc. This may include the full cost incurred of the material, labor, hardware and processing should the part be scrapped as a result of the rejection. The supplier shall bear all additional cost incurred in shipping and delivering such replacement goods. Metaltech, Inc.'s request for and acceptance of replacement goods will not constitute a waiver of any other claim Metaltech, Inc. may have against the supplier arising from the initial shipment of nonconforming goods. Supplier will issue credit for nonconforming products and will invoice for replacement products. Metaltech, Inc. reserves the right to deduct the cost of rejected nonconforming products from supplier's invoices if credit is not issued in a timely manner. Product rejected due to defects in material or workmanship shall be remedied as set forth in Warranty below.

12. RETURNS. Upon request from Metaltech, Inc., the supplier will allow Metaltech, Inc. to return material not being rejected to supplier with an appropriate re-stocking charge. If the material being returned is in as delivered condition and is still active inventory for the supplier, the restocking charge will not exceed ten percent of the purchase price of the material being returned.

13. CONFIDENTIALITY. All data, drawings, designs, samples, or other forms of specifications and information provided by Metaltech, Inc. are proprietary and confidential information and are the sole property of Metaltech, Inc. The supplier shall not use or disclose such information, except in the performance of orders for Metaltech, Inc. Upon Metaltech, Inc.'s request, such data, designs or other information shall be returned to Metaltech, Inc.

14. PROPERTY. Supplier agrees to assume all risk and to indemnify Metaltech, Inc. for any loss or damage of any property in the supplier's possession or under possession of someone to whom the supplier has temporarily assigned the property, belonging to or which an equitable interest exists in Metaltech, Inc. Supplier-owned items stored at Metaltech, Inc. locations will be available for inspection during normal Metaltech, Inc. business hours with a minimum of 24 hours' notice.

15. WARRANTY.

A. Supplier expressly warrants that all product or services furnished by supplier will (a) conform to all Metaltech, Inc. specifications and appropriate standards, (b) be in new and merchantable condition, and (c) be free from defects in material or workmanship for a period of two (2) years from Metaltech, Inc.'s delivery date to its customers. Supplier warrants that all such product or services will conform to any statements made on the containers or labels for such, and that any product will be adequately contained, packaged, marked, and labeled. Supplier warrants that product furnished will conform in all respects to samples/First Article products provided by supplier. Inspection, test, acceptance, or use of the product or services will not affect the supplier's obligation under this warranty, and such warranties will survive inspection, test, acceptance, and use. Supplier's warranty will run to Metaltech, Inc., its successors, assigns, and customers, and users of products sold by Metaltech, Inc. Supplier agrees to replace or correct defects of any product or services not conforming to the foregoing warranty promptly, without expense to Metaltech, Inc., when notified of such nonconformity by Metaltech, Inc.. In the event of failure by supplier to correct defects in or to replace nonconforming product or services promptly, Metaltech, Inc., after reasonable notice to supplier, may make such corrections or replace such products or services and charge supplier for the cost of doing so. This warranty is in addition to any other warranties provided by supplier.

B. To the extent products delivered to Metaltech, Inc. are not manufactured pursuant to design originated by Metaltech, Inc., supplier warrants that any and all products are delivered free of any rightful claim of any third party for infringement of any United States or foreign patent. Supplier agrees that it will, at its sole expense, defend or settle any suit or proceeding against Metaltech, Inc. in which a violation of patent rights is alleged, with respect to the sale or use of any material or articles ordered hereby, and will hold harmless the Metaltech, Inc. and its customers, and either of them for any loss, damage, or liability incurred on account of any violation or alleged violation of patent rights. In the event that any product is held in such suit to constitute an infringement and the use of such product for its intended purpose is enjoined or restricted by way of a court-ordered injunction, supplier will, at its expense and option, procure for Metaltech, Inc. the continued usage of products, or replace same with non-infringing products, or modify same so it becomes non-infringing, or remove the product and refund the purchase price (less reasonable depreciation for any period of use).

16. SPECIFICATIONS AND CHANGE CONTROL. Supplier will provide one-hundred twenty (120) days' written notice to Metaltech, Inc. of any proposed changes to products, processes, sub-tier suppliers, or location of manufacture and will obtain Metaltech, Inc.'s written acceptance prior to making such change. Products changed without such advance notice and approval may be subject to rejection and may result in supplier's disqualification to do future business with Metaltech, Inc.

17. COMPLIANCE WITH LAWS. Supplier shall comply with all applicable statutes and government rules, regulations, and orders, including those pertaining to United States Export Controls

18. INSURANCE. Supplier represents that it has and will maintain such insurance as is customary in the industry and to provide Metaltech, Inc. with evidence of such insurance upon request.

19. INDEMNIFICATION. Supplier agrees to indemnify, hold harmless, and defend Metaltech, Inc., its officers, agents and employees from liability of any kind (including costs, expenses and attorney's fees incurred) from any and all claims, suits and liabilities for injuries to property or persons, including death, resulting from any negligent act or omission of the supplier or its officers, agents and employees arising out of or connected with the products furnished under the purchase order.

20. FORCE MAJEURE. Neither party shall be liable to other party for any failure or delay in the delivery or performance of any obligation under this Agreement due to events beyond its reasonable control including, but not limited to, (a) a cause beyond its reasonable control, or (b) an act of God, act of civil or military authority, Governmental priority, strike or other labor disturbance, flood, epidemic, war, or riot. The delayed party will notify the other of any material delay excused by this section and will specify the revised delivery or performance date as soon as practicable. The date of such delivery or performance shall be extended for a period equal to the time lost by reason of delay.

21. GOVERNING LAW AND CONTRACT INTERPRETATION. Any question concerning the validity, construction or performance of this Agreement shall be governed by the laws of the State of Washington, USA, including the Uniform Commercial Code as enacted in Washington. The parties consent to the jurisdiction of the courts of the State of Washington. All official communication with Metaltech, Inc. will be in English. Documents may display the native language when integrated in parallel translation. To the extent that any translated version of this Agreement conflicts with the English version, the English version will be considered the official version.

22. ASSIGNMENT. Neither party may transfer or assign its rights or delegate its obligations to a third party, without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed. Any assignment in violation of this provision shall be null and void ab initio.

23. WAIVER. The waiver of a breach and/or term of the agreement shall not constitute the waiver of any other breach or section of this agreement.

24. SEVERABILITY. If any provision of these Terms and Conditions is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected.

25. ENTIRE AGREEMENT. These Terms and Conditions, together with its referenced attachments, and Metaltech, Inc.'s purchase order, contain the entire agreement of the parties and supersedes any and all prior agreements, understandings, or communications between Metaltech, Inc. and supplier related to the subject matter of this contract. No amendment or modification of this contract shall bind either party unless it is in writing and is signed by Metaltech, Inc.'s authorized representative and an authorized representative of supplier.

26. AWARENESS. It is important to note and ensure that Suppliers and their employees are aware of their contribution to Product Conformity, Product Safety and the importance of Ethical Behavior.

27. NOTICE OF ESCAPEMENT: Seller shall provide a written notification to Metaltech, Inc. purchasing and/or Quality Assurance when a nonconformance is determined to exist, or is suspected to exist, on product already delivered to Metaltech, Inc. Notification shall include:

1. Affected process(es) or product number(s) and names(s),
2. Description of the nonconforming condition and the affected engineering requirement,
3. Quantities, dates, purchase orders and destinations of delivered shipments,
4. Suspect or affected serial numbers or date codes and airplane line units when applicable.

Notification must occur within three (3) business days of knowing all the above information. However, if the condition is a possible safety of flight, submit all available information immediately.

The requirements set forth above shall be flowed down by seller to sub-tier suppliers, with the modification that all sub-tier notification shall pass through seller. Seller shall notify Metaltech, Inc. of all sub-tier escapes and design errors in accordance with respective communication process set forth herein.

Disposition authority: The supplier has no authority to disposition nonconforming product (use-as-is or repair) on behalf of Metaltech, Inc. Known or suspected nonconforming product shall not be shipped without Metaltech, Inc.'s prior written approval. Any approved deviation shall be identified on the packing list and accompany the shipment.

28. SUSPECT / COUNTERFEIT ITEMS: The Seller shall deliver product made only from new and authentic materials. The delivered product shall contain no counterfeit or suspect counterfeit parts. Seller shall purchase Parts and materials directly from the OEM (the original equipment or component manufacturer), or through a distributor authorized by the OEM, not from independent brokers. Seller must authenticate traceability of materials to the applicable OEM.

29. DIGITAL PRODUCT DEFINITION (DPD)/ MODEL BASED DEFINITION (MBD): When applicable by contract as noted on purchase order, supplier shall conform to Metaltech DPD / MBD requirements (F-066) for Digital Product Definition & Model Based Definition. This requirement can be found on our website at www.mtmw.com under the Quality link and listed in documentation.

30. SUB-TIER FLOWDOWN: Supplier shall flow down to sub-tier suppliers the applicable requirements of the purchase order and these Terms and Conditions, including key characteristics where required.

When specified on the purchase order or required by Metaltech, Inc., the supplier shall also: (1) use only customer-designated or customer-approved sources, including special process sources; (2) ensure personnel performing special processes, inspection, or test are qualified, and keep qualification records available for review; (3) provide test specimens for design approval, inspection, investigation, or auditing; and (4) apply the statistical techniques specified for product acceptance.

REVISION HISTORY

Rev	Date	Section	Paragraph	Summary of change	Authorized by
A	07/12/12			INITIAL ISSUE	JUSTIN EVANS – OPERATIONS / QUALITY MANAGER
B	11/7/12	6	2	ADDED RETENTION REQUIREMENTS	JUSTIN EVANS – OPERATIONS / QUALITY MANAGER
C	12/28/17	26		ADDED AS9100 REV D REQUIREMENTS – EMPLOYEE AWARENESS & ETHICAL BEHAVIOR	JUSTIN EVANS – OPERATIONS / QUALITY MANAGER
D	1/2/19	27 / 3 / 28		27. ADDED NOTICE OF ESCAPEMENT 3. UPDATED RIGHT OF ENTRY TO INCLUDE REGULATORY AUTHORITIES AND AT ANY LEVEL OF THE SUPPLY CHAIN / ADDED COUNTERFEIT CLAUSE	JUSTIN EVANS – OPERATIONS / QUALITY MANAGER
E	8/13/20	29		ADDED DPD / MBD CLAUSE	JUSTIN EVANS – OPERATIONS / QUALITY MANAGER
F	10/02/2023			Updated Address – Moved Locations	Quality Manager
G	08/07/2024	ALL	ALL	Changed from P to SOP	John Cloud – Process Improvement
H	10/22/2026	Purpose / 3 / 16 / 30		Added Quality Policy. Purpose updated to AS9100D; Section 3 record retention aligned to Section 6; Section 16 change notification expanded to processes, sub-tier suppliers, and location of manufacture; added Section 30 sub-tier flowdown; reformatted to Calibri	Justin Evans – Director of Operations | Quality
I	11/04/2026	Multiple		Aligned to AS9100D 8.4.3 (CA 10129 / TNR-585136): on-time defined (7 days after promised date, early accepted, 100% goal, below 75% triggers CAR); 10-year retention (6); records access (3); early shipments (9); disposition authority (27); sources, qualification, specimens, statistics (30); certification content; rating references removed; typos.	Justin Evans – Director of Operations | Quality
J	11/11/2026	Multiple		Delivery Performance: corrective action trigger aligned with P-0840 Rev H and F-225 (10+ PO lines and below 75% on time, or 3+ supplier-caused NCRs; Metaltech-caused NCRs excluded) (CA 10129 / TNR-585136).	Justin Evans – Director of Operations | Quality