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QUALITY ASSURANCE · EXTERNAL PROVIDER REQUIREMENTS

Supplier Terms and Conditions

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ECU Corporation Overview

As a customer-focused manufacturer, ECU Corporation dedicates itself to providing the highest quality and delivery available in the industry through our internal commitments, and strategic relations with our external providers to meet and exceed customer expectations.

Purpose

ECU Corporation's focus is to maintain clear and concise requirements with our external providers. In addition to external providers' QMS system, ECU Corporation has provided other expectations inside this document for product conformance and control.

> **Suppliers are required to be compliant with this document.**

Key requirements at a glance · Full requirements in the referenced QA Codes · Contact **QA@ecucorp.com**

90%	90%	24 hrs	15 yrs	48 hrs
Minimum product quality	Minimum on-time delivery	Notice of QMS certification revocation, suspension, change, or expiration	Minimum record retention after order completion	Notice of a furnished or suspected Counterfeit Part
QA CODE 01	QA CODE 01	QA CODE 01	QA CODE 06	QA CODE 09

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QA CODE 01 External Provider System Requirements

ECU Corporation suppliers shall have a documented Quality Management System (QMS). The QMS should conform to the latest revision of AS9100 or ISO 9001, which is the standard that governs the industry ECU Corporation supplies products and services to.

ECU Corporation expects suppliers to be certified to a QMS that is appropriate to the type of items or services being furnished to ECU Corporation — this commitment will be a key consideration for future business awards but does not impact approval status on our Approved Supplier List.

The suppliers must maintain a minimum of **90% product quality** and **90% on-time delivery** performance.

The supplier must ensure that all employees are aware of their contribution to product or service conformity; their contribution to product safety; and the importance of ethical behavior.

If the supplier's QMS is non-compliant to the applicable requirements, or if its QMS certification is renewed, revoked, suspended, changed, or will expire during the performance of the order, the supplier shall notify ECU Corporation in writing via email at **QA@ecucorp.com**. Notification shall be made **within 24 hours** of the following: revocation, suspension, change, or expiration and provide detail for the appropriate items in the list. All affected part numbers shall be listed in the email notification. For renewal, suppliers shall forward copies of certifications **within thirty days** of receipt.

Suppliers are required to inform ECU Corporation prior to shipping material or products with changes in product, processes, components, sub-suppliers / sub-contractors, manufacturing facility locations, packaging, shipping method, or outside processors. The supplier shall notify ECU Corporation in writing to **QA@ecucorp.com**. Provide detail for the appropriate items in the email. All affected purchase orders and part numbers must be listed in the email notification.

For items where our customer has design authority, suppliers are required to obtain written approval from ECU Corporation prior to any change(s). Suppliers are required to maintain record of all such approvals and have them available upon request. In addition, the supplier shall also provide notification to: **QA@ecucorp.com within 24 hours** of any change in top management, ownership, QMS, a major change in the number of employees, or resources used to provide products or materials. All affected part numbers and purchase orders must be listed in the email notification.

Our organization reserves the right of access by our representatives, our customers, and any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

Seller acknowledges and agrees that any specifications and all related writings, drawings, designs, and similar work provided to seller or buyer shall be deemed “Confidential Information”. The transfer of confidential information without written approval from the generated source is not allowed. For all inquiries on transfer of work outside the original external provider (subcontractor) ECU Corporation shall be notified via email at **QA@ecucorp.com** for approval to send to a subcontractor.

QA CODE 02 Calibration

Test equipment calibration service providers, testing and inspection laboratories shall be compliant to one of the following standards: ISO 10012, ISO 17025, ANSI/NCSL Z540.3 or NADCAP AC 7006 or an equivalent standard.

Calibration records shall be traceable to a national standard (NIST).

QA CODE 03 Special Processes

The supplier is required to validate and control all special processes and shall maintain evidence that supports the ability of the processes to achieve the specified results. Validation includes, but is not limited to, defined process criteria, approved and trained personnel, approved equipment, specific methods, or procedures specified by the design authority, retention of records, test reports, and re-validation plans. ECU Corporation reserves the right to verify or validate by any means necessary the special processes that are used on parts or products.

A supplier performing special processes shall provide copies of the processor's certification of conformance and include it with each shipment of material. At a minimum the processor's certification of conformance shall include:

- Part number and revision
- Quantity processed
- Processor name and address
- The specification and revision the parts were processed in accordance with
- Processing date
- Signature of the quality representative

Certifications of conformance without the minimum information above is cause for rejection and will reflect on an external providers' quality rating.

QA CODE 04 Product Inspection

A First Article Inspection Report (FAIR) is required when specified by ECU Corporation on the purchase order. The supplier shall complete and submit the first article inspection and subsequent report per AS 9102 via electronic or hard copy with the first initial shipment.

Suppliers are required to maintain a level of inspection equipment that can be used to verify product acceptance. It is the responsibility of the external provider to be able to validate that product is conforming after their process has been completed.

Features defined on ECU Corporation purchase order as "Critical" or "Key" shall be inspected and/or tested in accordance with applicable documents, print, specifications, or other regulated documents.

Optional methods may include 100% inspection and/or test. Unless otherwise specified, inspection/test reports or SPC data shall be maintained at the supplier for each lot for part numbers.

All gauges, equipment and other test devices used for product acceptance or in-process control will be included in the supplier's calibration system and the calibration shall be traceable to a national standard (NIST).

Special tooling or gauges supplied by ECU Corporation used to support production of products shall have a procedure in place that defines storage requirements, periodic preservation, or condition checks.

ECU Corporation reserves the right to inspect and reject non-conforming goods **within 30 days** of receipt. Non-conforming goods may be returned at the supplier's expense.

QA CODE 05 Material Conformance Report (C of C)

The paperwork accompanying the shipment shall, at a minimum, include the following information, and must be legible:

- Name and address of ECU Corporation facility product is delivered to
- Name and address of the organization/supplier (PO holder) providing product to ECU Corporation and CAGE Code (as required)
- Full drawing revision (Configuration Requirements)
- Part name or description per PO line item
- Part number including any applicable “dash” number as listed on PO and any other applicable part number (e.g., vendor part number)
- Quantity of parts delivered
- Serial number(s) of parts delivered for serialized parts. If serialization is not required, Work Order or Batch/Lot number shall be provided
- The Special Process Certification as applicable
- If applicable, non-conformance report number

When the applicable specification(s) establishes requirements for chemical and/or physical properties, the supplier shall include with the packing sheet for each lot in each shipment, test reports which provide evidence that the materials shipped possess the chemical and/or physical properties required by the applicable specifications.

Test reports must provide, at a minimum, the manufacturer’s name, manufacturer’s part number, and ECU Corporation purchase order number. Certification of conformance to base material requirements is sufficient evidence only when provided by the manufacturer of the material.

Distributors of Original Equipment Manufacturers (OEM) or Original Component Manufacturers (OCM) shall provide the original Certificate of Conformance provided to them or document the OEM/OCM and applicable lot number on the supplier’s Certificate of Conformance as proof of product traceability.

Lot shipments and materials associated with ECU Corporation shall remain with the purchase order and purchase order line they were placed with. The supplier does not have the authority to mix products among multiple purchase orders or purchase order lines. If lots are mixed by the supplier, ECU Corporation loses traceability to the Original Equipment Manufacturer(s). By following this condition, it allows ECU Corporation to have control of lot/material traceability to meet the requirements of the AS9100 standard and to meet the terms and conditions set by our customers.

Supplier shall retain test reports provided by the raw material supplier, as well as supplier’s validation test results as quality records traceable to the conformance of material, as specified elsewhere in the order or contract.

QA CODE 06 Document Retention

The supplier shall retain all purchasing, production control, quality, manufacturing and manufacturing methods, test, and other related documents associated with the item purchased, for a **minimum of 15 years** after order completion. Methods and records shall be available for review by ECU Corporation representatives, customers, and regulatory authorities.

First Article Inspection Reports and related documented information shall be retained by the supplier **for 15 years** and are required to be kept in the format in which they originated. The supplier shall have a documented obsolescence/disposition management process in place to mitigate delivery risk for all items that could become obsolete. After allotted time(s) listed above has expired, the supplier shall destroy document(s) by means of shredding.

QA CODE 07 Revision Control

Unless otherwise stated under this contract the revision level of any defined specifications will be the revision level in effect on the date that this contract was issued or later. The supplier is responsible for supplying all material, products, or services in accordance with these requirements. The supplier will be responsible for obtaining and maintaining the current issues of any specifications, standards and other applicable documents referenced under this purchase order.

QA CODE 08 Cancelled Specifications

For items where it calls out a cancelled industry, military or federal specification, the cancellation notice shall be reviewed. Any requirement or guidance in the cancellation notice to utilize other standards or specifications shall be interpreted as follows:

- Notices with “may” or “should” are not superseded by the alternate standard/specification. The last active version of the cancelled standard/specification shall be used.
- Notices with “shall” or “superseded” provide a firm requirement to use the alternate standard/specification in place of the cancelled standard/specification.
- Exceptions to this interpretation are drawings or Purchase Orders that require a specific revision of the cancelled standard/specification (example: “Finish in accordance with MIL-G-45204C” or “Finish in accordance with ASTM B488-95”). The revision indicated is required to meet the requirements of the drawing regardless of inactive or cancelled status.
- If specification is cancelled without replacement and non-procurable, please contact ECU Corporation.

Please contact ECU Corporation for any assistance when interpreting cancellation notices or this requirement.

QA CODE 09 Counterfeit Risk Mitigation & Government Industry Data Exchange Program

ECU Corporation requires that all suppliers of electrical parts or assemblies shall document and implement a policy compliant to the current revision of SAE AS5553, Counterfeit Electronic Parts, Avoidance, Detection, Mitigation, and Disposition. Suppliers shall purchase material directly from original equipment manufacturers, original component manufacturers, or their authorized distributors.

ECU Corporation recommends suppliers register to become a member of GIDEP.

If GIDEP (Government/Industry Data Exchange Program ("GIDEP")) is used, alerts covering product delivered directly or indirectly to ECU Corporation shall be actioned per the requirements within the alert correspondence, and ECU Corporation informed of status whether they come through an email alert (http://www.gidep.org/).

Supplier shall purchase or acquire all parts directly from the OEM or Authorized distributors. Seller shall not purchase parts from or use independent distributors to supply parts without the prior written consent of ECU buyer.

Authorized distributors shall only purchase EEE (Electrical, Electronic and Electromechanical Part) parts directly from the Original Manufacturer.

Supplier shall not furnish Counterfeit Parts or suspect Counterfeit Parts to Buyer under an Order. Supplier shall provide to Buyer or use in Items delivered to Buyer only new and authentic Parts, traceable to the Original Manufacturer. For all purchases, Supplier shall ensure the Part remains unchanged from the Part sold by or acquired from the Original Manufacturer and the certifications show the chain of custody from the Original Manufacturer. Upon request, Supplier shall provide authenticity and traceability records to Buyer. Supplier shall immediately notify Buyer in writing if Supplier cannot provide a Part traceable to the Original Manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate the Order at no cost to Buyer and/or require Supplier, at Seller's cost, to assist Buyer with material validation testing and inspection at an independent test facility of Buyer's choice.

If Supplier becomes aware or suspects that it has furnished a Counterfeit Part to Buyer under the Order, Supplier shall promptly notify Buyer of such no later than **forty-eight (48) hours** after discovery.

QA CODE 10 Foreign Object Debris (FOD)

The contamination of goods by foreign material or objects is not acceptable as it could eventually affect product appearance and performance. The supplier shall document and implement a program for the prevention, detection, and removal of Foreign Object Damage/Foreign Object Debris (FOD) in accordance with SAE AS9146 Foreign Object Damage (FOD) Prevention Program-Requirements for Aviation, Space and Defense Organizations. The program shall include training, posters, and the active involvement of employees.

QA CODE 11 Notice of Nonconforming Material

The external provider shall notify ECU Corporation when a nonconformity or reliability issue is discovered in the processes, components, or assemblies for any product prior to delivery or post-delivery. Communications shall be sent to **QA@ecucorp.com**.

Email communication shall contain the following information:

1. Purchase Order Number
2. Part Numbers Impacted
3. Non-Conformance description/problem summary and requirement violated
4. Recovery plan
5. Containment plan including non-conforming quantity
6. Impact to On-Time Delivery

QA CODE 12 Corrective Actions

Supplier Corrective Action Request may be issued if nonconforming material is received. SCARs will be supplied via email for review. The use of ECU Corporation form or your own internal form may be used in the completion of the items listed above. A Return Material Authorization number may be requested to return goods for review and disposition.

The supplier is required to provide the following for SCARs: a containment statement, a root cause and corrective action response, and objective evidence of completion.

Failure to provide acceptable and timely responses to SCARs may be cause for revocation of business. Regardless of the material or product's warranty status, when requested, the supplier is required to provide a root cause and corrective action for failures that occur immediately upon installation.

QA CODE 13 Warranty / Defective Material Cost(s)

In the event it is determined that product is damaged by an external provider, ECU Corporation may, at its option, either return for credit, refund, or require prompt correction or replacement of any defective items or require prompt re-performance of any services. Seller shall be responsible for all costs associated with the correction or replacement of any nonconforming Item, and all costs for re-performance or correction of any deficient Services, including all material, labor, shipping, and insurance costs. Items required to be corrected or replaced shall be subject to inspection and acceptance, in the same manner and to the same extent as items originally furnished under this order.

QA CODE 14 Hazardous Materials

For each Item, Seller shall notify Buyer if the Item contains a substance or material that may be hazardous and if it is required to have a Safety Data Sheet (SDS). The percent by weight is required for substances or material required to have an SDS. Labeling and instructional materials shall be in accordance with the SDS. A shipment containing hazardous and non-hazardous materials shall have separate packaging sheets for the hazardous and non-hazardous materials. Items shipped on the same day must be consolidated on one bill of lading or air bill unless Buyer authorizes separate documents. Shipping documents shall describe the material according to the applicable classification or tariff rating. Original bills of lading shall be surrendered to the carrier upon shipment.

QA CODE 15 Preservation of Product

The purpose of this section is to set out the requirements and establish guidelines for the preservation, marking, handling, packaging, and shipping for all shipments or drop shipments by Seller. These guidelines apply to all production and sustainment initiatives. Seller shall always preserve and package material and equipment in accordance with good commercial practice such as to afford the degree of protection necessary to prevent deterioration or damage during shipment under normal environmental conditions and commercial modes of transportation.

ECU Corporation may charge Seller for damage to or deterioration of any goods resulting from improper packing or packaging.

QA CODE 16 Compliance with Laws

The supplier shall comply with all applicable federal, state and local laws, including but not limited to labor, environmental, and export control regulations. For DPAS-rated orders, compliance with 15 CFR 700 is mandatory.

QA CODE 17 Confidentiality

The supplier shall treat all information provided by ECU Corporation, including specifications and designs, as confidential and shall not disclose it to third parties without prior written consent.

QA CODE 18 Indemnification

The supplier shall indemnify ECU Corporation against any claims, damages, or liabilities arising from the supplier’s negligence, breach of contract, or failure to comply with DPAS or other laws.

QA CODE 19 Force Majeure

Neither party is liable for delays due to acts of God, war, or other events beyond their reasonable control, provided prompt notification is given. For DPAS orders, the supplier must still prioritize recovery efforts per 15 CFR 700.

QA CODE 20 Conflict Minerals

By accepting these terms and conditions, Supplier agrees to timely (no later than **thirty (30) calendar days** subsequent to the request) respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the framework in the Organization for Economic Cooperation and Development Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas or other prevailing industry standard, to any request by, or on behalf of, Buyer, for information on the origin, source and chain of custody information of tin, tantalum, tungsten, and gold ("3TG") minerals necessary to the functionality or production of a product manufactured by Supplier. Supplier agrees to provide Buyer timely notice when Supplier becomes aware that any 3TG minerals in an Item it supplies to Buyer finances or benefits armed groups in the Democratic Republic of Congo or an adjoining country. Supplier understands and acknowledges that any information Supplier provides may be used by Buyer to comply with its reporting obligations under the Rule 13p-1 of the Securities and Exchange Act of 1934, as amended and the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Minerals Report with the U.S. Securities and Exchange Commission.