

Terms and Conditions for Supplier Sources

1. Definitions. Capitalized terms have the following meanings: (a) Goods means the goods, services and other items to be supplied to Purchaser by Supplier under this Purchase Order; (b) Purchase Order means this written or electronic order for Goods; (c) Purchaser means Metal Cutting Service, LLC, and each entity that controls, is controlled by or is under common control with Metal Cutting Service USA, LLC; (d) Specified means as specified on the first page of this Purchase Order; and (e) Supplier means the individual or entity specified as the supplier.

2. Acceptance. Supplier will be deemed to have accepted all provisions of this Purchase Order upon the first of the following to occur: (a) Supplier's signing and returning a copy of this Purchase Order to Purchaser, (b) Supplier's shipping of the Goods to Purchaser, or (c) Supplier's acknowledging this Purchase Order by other commercially acceptable means.

3. Supplier Forms. Either party may use its standard business forms to administer Purchase Orders, but use of such forms is for the parties' convenience only and does not alter the provisions of this Purchase Order.

PURCHASER WILL NOT BE BOUND BY, AND SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THE PROVISIONS OF THIS PURCHASE ORDER (WHETHER PROFFERED BY SUPPLIER VERBALLY OR IN ANY QUOTATION, INVOICE, SHIPPING DOCUMENT, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY PURCHASER.

4. Price and Payment. Specified prices are not subject to increases or additional charges for any reason. Supplier will separately invoice Purchaser for all amounts payable. Unless otherwise Specified, Purchaser will make payment within 30 days **after the later of** Purchaser's receipt of Supplier's correct invoice at the Specified remit to address or Purchaser's acceptance of the Goods.

5. Delivery. Time is of the essence in Supplier's performance under this Purchase Order. Supplier will ship the Goods from the Specified shipment point no later than the Specified shipment date and will deliver the Goods to Purchaser at the Specified destination no later than the Specified delivery date. Supplier will properly package the Goods to protect against damage during shipment, handling and storage. Supplier will not be liable for delays that are beyond its reasonable control provided it gives Purchaser prompt written notice of the delay and takes commercially reasonable measures to mitigate the delay.

6. Inspection. Purchaser may inspect the Goods at any time, and Supplier will provide reasonable access and facilities for such inspection prior to shipment. No Goods will be deemed accepted before final inspection by Purchaser at the Specified destination. Purchaser's inspection, failure to inspect or failure to discover any defect will not relieve Supplier of any obligation hereunder or impair Purchaser's rights or remedies at law or in equity.

7. Representations and Warranties. Supplier represents and warrants that the Goods (a) are free from defects in design, materials, workmanship and title, (b) are of good and suitable quality, that all materials and other items incorporated in the Goods will be new (not refurbished or reconditioned) and suitable for their intended purpose, (c) do not infringe any patent, trademark, trade dress, copyright or other right, (d) conform to the requirements of this Purchase Order, (e) are of comparable quality as all samples delivered to Purchaser and (f) comply with all applicable laws, regulations and other requirements of governmental authorities having jurisdiction. Without limiting the generality of the preceding clause (f), Supplier will not export any of Purchaser's technical data or materials from the United States without first complying with all requirements of the International Traffic in Arms regulations and the Export Administration Act and regulations issued thereunder.

8. Rejection and other Remedies. If the Goods do not strictly comply with the requirements of this Purchase Order, Purchaser may reject them within a reasonable period of time after delivery without regard to whether payment has been made. In such case, Purchaser may (a) retain any or all of such Goods for correction or replacement by Purchaser or others (b) retain any or all of such Goods for use as delivered or (c) return any or all of such Goods with or without instruction for correction. Supplier will promptly comply with any instruction for correction. If Purchaser requests Supplier to make any correction and Supplier thereafter fails or indicates its inability or unwillingness to do so, Purchaser may have the correction made. Purchaser will be entitled to recover from Supplier (by credit, offset, invoice or otherwise) an equitable amount for the diminished value of any uncorrected Goods and all costs reasonably incurred by Purchaser in connection with rejected Goods (including but not limited to all costs of correction by Purchaser and all costs to return Goods to Supplier).

9. Defense and Indemnity. Supplier will defend and indemnify Purchaser from any allegation or claim based on or any loss, damage, settlement, cost, expense and any other liability (including but not limited to reasonable attorney fees) arising out of any allegation or claim related to (a) the design, manufacture, possession, ownership, use, sale or transfer of the Goods, (b) an actual or alleged breach of any of Supplier's representations, warranties or other obligations under this Purchase Order or (c) any act or omission of Supplier or its employees or agents, except to the extent caused by the negligence or willful misconduct of Purchaser as determined by a final, non-appealable order of a court having jurisdiction. Supplier's duty to defend is independent of its duty to indemnify. Supplier's obligations under this Section 9 are independent of any

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Note: See procedures in clause 8.4.3-Information for external providers.

other obligation of Purchaser under this Purchase Order. Supplier's obligations under this Section 9 will survive Purchaser's acceptance of and payment for the Goods.

10. Insurance. Supplier will obtain and maintain, at its expense, Commercial General Liability Insurance that is primary to any carried by Purchaser, covering liabilities relating to Goods, including but not limited to products and completed operations, and that meets the following requirements: (a) contains a broad form Supplier's Endorsement; (b) has limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate combined single limit for bodily injury and property damage (unless a different limit is Specified); (c) is issued by a reputable and financially sound carrier; (d) names Metal Cutting Service, LLC and its affiliates as additional insureds; and (e) is endorsed to provide that it will not be terminated, cancelled, materially altered or allowed to expire without 30 days prior written notice to Purchaser. Supplier will keep this insurance in effect for at least five years after the last sale of Goods to Purchaser, and will furnish Purchaser certificates of insurance evidencing such coverage promptly upon Purchaser's request. Further, if Supplier's employees will enter Purchaser's premises, Supplier will maintain Workers' Compensation insurance in the statutory mandated amounts and Employer's Liability insurance with limits of liability of not less than \$1,000,000 aggregate, in all states where Supplier will enter Purchaser's premises. Purchaser's approval of any of Supplier's insurance does not relieve Supplier of any obligations in this Purchase Order, including but not limited to its defense and indemnity, even for claims over Supplier's policy limits.

11. Confidential Information. Supplier and its representatives will (a) keep confidential the terms and existence of this Purchase Order and all information obtained from Purchaser in connection with this Purchase Order that is identified as confidential or proprietary or that, given the nature of such information or the manner of its disclosure, reasonably should be considered confidential or proprietary and (b) use such information only for the purposes of this Purchase Order. All such information is Purchaser's exclusive property. Supplier will not refer to Purchaser or its affiliates in any advertisements or other promotional materials without Purchaser's prior written consent.

12. Cancellation and Modifications. Purchaser may, at any time prior to Supplier's acceptance of this Purchase Order (as specified in Section 2 above), cancel or modify this Purchase Order without liability or obligation to Supplier. After Supplier's acceptance, Purchaser may cancel or modify all or any portion of this Purchase Order by giving Supplier written notice of such termination or change. Upon any cancellation, the prices payable under this Purchase Order with respect to the canceled Goods will be equitably adjusted; however, any adjusted prices will not exceed the total prices otherwise payable under this Purchase Order for the canceled Goods, less the sum of (a) the estimated costs that would have been incurred by Supplier to complete and deliver the canceled Goods, and (b) the reasonable value of the canceled Goods at the time of cancellation.

13. Successors and Assigns. Supplier will not assign this Purchase Order (in whole or part) without Purchaser's prior written consent. Any assignment without Purchaser's consent will be voidable at Purchaser's option. Subject to the foregoing restrictions, this Purchase Order will be fully binding upon, inure to the benefit of and be enforceable by Supplier, Purchaser and their respective successors and assigns.

14. Applicable Law. This Purchase Order will be interpreted and enforced in accordance with the laws of the State of California. Supplier irrevocably consents to the jurisdiction of the courts of the State of California with venue laid in Orange County and of the District Court of the United States, Western Division, State of California.

15. No Waiver. A party does not waive any right under this Purchase Order by failing to insist on compliance with any of the terms of this Purchase Order or by failing to exercise any right hereunder.

16. Cumulative Rights. The rights and remedies of the parties under this Purchase Order are cumulative, and either party may enforce any of its rights or remedies under this Purchase Order or other rights and remedies available to it at law or in equity.

17. Export Control. Seller will comply with U.S. export-control laws, including International Traffic in Arms Regulations (ITAR), for all hardware and information received from Metal Cutting Service USA, LLC or developed by Seller for Metal Cutting Service USA, LLC. Seller will ensure compliance with these laws prior to providing any such hardware or information to any foreign national (even if an employee of Seller), whether in or outside the U.S.A.

General Requirements

This section establishes requirements applicable to goods and services ordered under the Purchase Order of which this is a part, to assure contract flow down, quality, and reliability. **General Requirements apply to all purchases except as noted below or expressly excluded on the PO.**

Exclusions: Orders for MRO items, construction, consulting, manufacturing/operational equipment, IT equipment/software, and general services are excluded from the General Requirements.

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1. Notification Practices

a. Notification of Facility Change: Supplier shall notify Metal Cutting Service USA, LLC in writing three months prior to relocation of any production, manufacturing and/or processing facilities that affect Metal Cutting Service USA, LLC hardware. Metal Cutting Service USA, LLC shall have the opportunity to qualify the purchased or produced goods in the new location or qualify the source of the new product.

b. Change in Approved Processes, Material or Procedures: If process, material or procedure was subject to approval by Metal Cutting Service USA, LLC, the Supplier shall not change the process, material or procedure without prior written approval by Metal Cutting Service USA, LLC. The Supplier shall not change any process, material or procedure which was used to qualify the product without prior notification to Metal Cutting Service USA, LLC and approval by the Buyer.

c. Improper Resubmittal: Items, data or hardware, rejected by Metal Cutting Service USA, LLC and subsequently resubmitted to Metal Cutting Service USA, LLC shall be clearly and properly identified as resubmitted items. The Supplier's shipping document shall contain a statement that articles are replacement or reworked items and shall also refer to Metal Cutting Service USA, LLC's rejection document.

2. Access to Facilities

The Supplier shall grant right of access with advance notice, at no additional charge, to Metal Cutting Service USA, LLC and/or any regulatory authorities and Metal Cutting Service USA, LLC customers, to the applicable areas of all facilities that are involved in manufacturing/production of the item contained within the Purchase Order. This shall also include the right to conduct a survey, audit, and/or assessment of the Supplier's facility, quality systems and manufacturing records. Metal Cutting Service USA, LLC shall also have the right to the Supplier's sub-tier suppliers to determine their capability to comply with applicable requirements under these same terms.

3. Order of Precedence for Documentation

In an event of a conflict in requirements between documents, the order of precedence below shall prevail:

- a. Federal and/or State Law
- b. Purchase Order/Contract
- c. Drawings (Specifications marked on the drawings)
- d. Statement of Work

Note: Contact the Metal Cutting Service USA, LLC Buyer regarding any questions or concerns. The Purchase Order will contain applicable drawing and associated revision levels and supplemental drawing data.

4. Documentation

Metal Cutting Service USA, LLC may refuse to accept items delivered under the Purchase Order or LTA if the Supplier fails to submit required documentation as specified in the Purchase Order or agreement.

5. Control of Nonconforming Product

The Supplier shall provide prompt, written notification to Metal Cutting Service USA, LLC when nonconforming material, products, or specification requirement issues are discovered which will adversely affect Supplier's Purchase Order delivery commitments. The Supplier shall not ship nonconforming material or product unless express authorization to ship the nonconformance has been obtained in writing from the Metal Cutting Service USA, LLC Buyer. Upon authorization to ship, the nonconforming product will be clearly identified and all documentation related to nonconforming product shall accompany product shipment. Metal Cutting Service USA, LLC Buyer authorization to ship a nonconformance does not constitute acceptance of the nonconforming shipment, nor does it relieve the supplier of the responsibility of providing acceptable product, and no shipment will be deemed accepted before final inspection by Metal Cutting Service USA, LLC at the specified destination.

6. Handling / Packaging / Shipment

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All items shipped must be appropriately preserved, packaged or crated, handled, and contained to prevent deterioration and damage during shipment. If there is damage due to inadequate packaging, the items shall be subject to rejection by Metal Cutting Service USA, LLC. The shipping method used should ensure safe arrival at the destination in accordance with best commercial practices, unless special packaging and shipping instructions are specified by Purchase Order or referenced documentation. Electrostatic Discharge (ESD) sensitive product(s) must be protected in ESD packaging.

7. Configuration Management

The Supplier shall maintain the configuration, including revision levels and serial numbers, of all hardware, software and associated data/drawings throughout all manufacturing, programming, testing, and all processing steps. Changes to any product configuration shall be approved by Metal Cutting Service USA, LLC prior to implementation.

8. Language Standard

The English language shall be used in all documentation being provided to Metal Cutting Service USA, LLC from the Supplier.

9. Date Code Format

The following date code format shall be used in all documentation being provided to Metal Cutting Service USA, LLC from the Supplier: MM/DD/YYYY.

10. Units of Measurement

All units of measurement shall be consistent with data provided by Metal Cutting Service USA, LLC via the Purchase Order.

11. Raw Material Country of Origin

All raw materials or metal alloys must be made in the United States or the source of raw materials shall be approved, in writing, by Metal Cutting Service USA, LLC. Country of Origin must be stated on the Material Certificate of Conformance.

12. Record Retention

The Supplier's records that provide evidence of conformance to specified requirements and the effective operation of the quality system shall remain on file by the Supplier for the retention period identified below, unless otherwise specified by the contract. If the Supplier is not the original fabricator, processor, or assembly source of product(s) which makes up the deliverable end item, the Supplier shall obtain and maintain lower-tier supplier/processor Certificate of Conformance documentation on file for the same retention period. Seller shall retain such records on file for a period of not less than 10 years after final payment. Contact Metal Cutting Service USA, LLC prior to destruction.

13. Corrective Action/Preventive Action

The Supplier shall investigate nonconformities to determine root cause(s) of failures, and take action(s) as appropriate to correct the items and prevent future failures. Unless otherwise requested by Metal Cutting Service USA, LLC, such corrective action(s) may be documented in the Supplier's format.

Quality Clauses

The quality clauses listed below are applicable for Metal Cutting Service USA, LLC hardware and material. Questions regarding the clauses or a need to resolve conflicting requirements contained in a purchase contract should always be directed to the Metal Cutting Service USA, LLC Buyer.

Q-1 Certificate of Conformance: Supplier shall submit with each shipment either on their packing list, or attachments, a certificate of conformance or certificate of compliance, which shall be dated and bear the signature and title of an authorized Suppliers Quality Representative, stating that the materials furnished to Metal Cutting Service are in conformance with the applicable requirements of the contract, drawings, and

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specifications. The Certificate of Conformance shall validate that the form, fit, or function of the part has not changed since the part was purchased. It shall also state that the supporting documentation is on file and will be made available to Metal Cutting Service or any regulatory or statutory agency upon request. An example of an acceptable statement of Certificate of compliance/conformance is as follows: "This is to certify that all items noted are in conformance with the contract, drawings, specifications, and other applicable documentation, and that all process certifications, chemical and physical test reports are on file at this facility and are available for review by Metal Cutting Service". Certification must include the following:

- a. The supplier's full name and address
- b. Metal Cutting Service purchase order number
- c. Metal Cutting Service Part number
- d. Metal Cutting Service Drawing Revision Level, as noted on the purchase order. If no revision is noted on purchase order, provide and certify to the latest blue print revision at the time of purchase order placement.
- e. Serial numbers (where applicable)
- f. PO quantity
- g. Quantity shipped
- h. Lot / Date Code
- i. Name of lower-tier supplier and description of service provided (if applicable);
- j. Authorized signature and date

Q-2 Counterfeit Parts:

- a. For purposes of this clause and the definition of Counterfeit Work, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g. articles, components, goods, and assemblies).
- b. Supplier shall not deliver Counterfeit Work to Metal Cutting Service USA, LLC under this Contract.
- c. Supplier shall only purchase products to be delivered or incorporated as Work to Metal Cutting Service USA, LLC directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Metal Cutting Service USA, LLC.
- d. Supplier shall notify Metal Cutting Service USA, LLC with the pertinent facts if Supplier becomes aware or suspects that it has furnished Counterfeit Work. When requested by Metal Cutting Service USA, LLC, Supplier shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- e. This clause applies in addition to any quality provision, specification, statement of work or other provision included in this Contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- f. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, Purchaser shall, at its expense, replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Metal Cutting Service USA, LLC's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Metal Cutting Service USA, LLC may have at law, equity or under other provisions of this Contract.
- g. Supplier shall include paragraphs (a) through (g) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Metal Cutting Service USA, LLC. Supplier shall ensure that persons are aware of their contribution to product safety and product or service conformity as well as the importance of ethical behavior.

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Q-3 Parts Substitution: Part substitutions are not authorized unless Metal Cutting Service USA, LLC has approved them in writing. The supplier shall notify Metal Cutting Service USA, LLC of any End of Life, obsolete or Form, Fit, or Function issues.

Q-4 Foreign Object Debris (FOD) Prevention and Part Cleanliness: The Supplier shall conduct production processes appropriate to prevent, detect, and remove all FOD from product(s) during manufacture and provide parts clean and free of all FOD prior to shipment to Metal Cutting Service USA, LLC. FOD contamination can be cause for rejection of material. If processes are required in a cleanroom environment, cleanroom must be maintained to the required class in accordance with ISO 14644. If any product requires a cleanliness level, the product shall be cleaned to specified cleanliness levels per the latest revision of IEST STD-CC1246.

Q-5 Deliverable Data: First Article Inspection: A first article inspection in accordance with AS9102, Metal Cutting Service USA, LLC approved processes, or equivalent is required for this purchase order. All first article inspections performed by the seller will be accompanied with a First Article Inspection Report (FAIR) and all other approved documentation showing conformance to the contract, purchase order, drawing, or performance requirements specified by Metal Cutting Service USA, LLC.

Q-6 Deliverable Data: First Article Inspection Report: First article inspection report (FAIR) to be submitted to Metal Cutting Service USA, LLC.

Q-7 Deliverable Data: Nondestructive Test (NDT Report): The Supplier shall provide a copy of an NDT reports (radiographic, ultrasonic, penetrant, etc.) for each item, authorized by a representative of the Supplier's Quality function, with each shipment.

Q-8 Deliverable Data: Dimensions: The Supplier shall provide a final inspection report of critical dimensions for each item in Supplier form, and as authorized by a representative of the Supplier's Quality function with each shipment.

Q-9 Deliverable Data: Material Property Test or Material Certification Data: The supplier shall provide the results of any material property test required by the engineering drawing, referenced specification or component specific criteria for each material lot.

Q-10 Deliverable Data: Acceptance Test Procedures (ATP): The Supplier shall generate an ATP for final acceptance testing, to include any revision of the ATP, as well as test programs, software, and hardware. The ATP shall include equipment lists, equipment calibration status, and test procedure and data sheet(s) necessary to verify the functional requirements, weight, and outline of dimensions required by the equipment specification. This ATP and any subsequent changes must be submitted in advance prior to testing deliverable end items. The Supplier shall provide final complete detailed ATP data for each item, in Supplier format, and as authorized by a representative of the Supplier's Quality function with each shipment.

Q-11 Deliverable Data: Machined Material Inspection:

Aluminum: Prior to machining Aluminum, supplier shall inspect all aluminum material to ASTM B594, CLASS A and provide inspection documentation to Metal Cutting Service USA, LLC. Material already inspected per ASTM B594 is acceptable as is.

All Metal except Aluminum: Prior to machining non-aluminum metals, supplier shall perform ultrasonic inspection of raw stock material per ASTM E2375, immersion method, 100% coverage required. Accept per CLASS A. Supplier shall provide inspection documentation to Metal Cutting Service USA, LLC.

Q-12 Deliverable Data: Chemical Conversion Coating Class 1A: The Supplier shall perform chemical conversion coat per MIL-DTL-5541F TYPE I OR II, CLASS 1A and shall submit documentation to Metal Cutting Service USA, LLC. TOUCH UP PERMITTED.

Q-13 Deliverable Data: Chemical Conversion Coating Class 3: The Supplier shall perform chemical conversion coat per MIL-DTL-5541F TYPE I OR II, CLASS 3 and shall submit documentation to Metal Cutting Service USA, LLC.

Q-14 Electronic Data Transmission: The Supplier shall communicate all data and documentation as specified by general notes, quality clauses, and/or other required documentation electronically. Documents shall be sent via email to the buyer and copied to david@metalcut.com with Metal Cutting Service USA, LLC Purchase Order number in the subject line. Files should be named as followed: "Part Number PO Number" (example: 123-034-02_PO1234) Supplier shall attach to the email an individual file for each line item. Documents corresponding to that line item shall be submitted via PDF.

Q-15 Change Control Requirements: The supplier shall operate and maintain a configuration management systems, which shall ensure:

a. Changes are properly evaluated, classified, and documented.

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b. Traceability of all changes made after the initial baseline is maintained.

c. Baselines are clearly defined and are re-creatable from configuration management records.

Supplier shall not change any process, material or procedure without prior written approval by Metal Cutting Service USA, LLC if such process, material or procedure was originally subject to approval by Metal Cutting Service USA, LLC. Metal Cutting Service USA, LLC shall have the opportunity to qualify the product in the new location or qualify the source of the new product. The Supplier shall not change any process, material or procedure which was used to qualify the product without prior notification to Metal Cutting Service USA, LLC and approval by the Procurement Agent.

Q-16 Temperature / Perishable / Shelf Life Sensitive Materials: The Supplier shall provide certifications for temperature, perishable and age sensitive materials (e.g. epoxies, paints, bonding agents, prepregs, adhesives, etc.), which reflect date of manufacture, date of test, shelf life, expiration date, and storage temperature as it applies to each lot/batch. Container label(s) must also reflect applicable lot/batch number(s), storage temperature, expiration date, and date of shipment. Product delivered to Metal Cutting Service USA, LLC shall have a minimum of 80% remaining of shelf life upon receipt, unless approved by Metal Cutting Service USA, LLC in advance.

When temperature controlled material is involved, the Supplier shall provide material packaging suitable to maintain proper temperature during transportation from their facility to Metal Cutting Service USA, LLC. The Supplier shall provide the necessary temperature measuring equipment to monitor the material during transportation to assure compliance to the specifications of the Purchase Order.

Q-17 Software: Any software used for qualification or acceptance of hardware or software deliverables, including firmware, shall have a system for control including procedures, records and revisions available for review any time upon request from Metal Cutting Service USA, LLC.

All software shall be backed up in a supportable format by the Supplier and shall be retained for a time no less than 7 years.

Q-18 Sub-tier Suppliers: The Supplier shall flow down all relevant quality requirements imposed by Metal Cutting Service USA, LLC to any sub-tier suppliers processing Metal Cutting Service USA, LLC materials. The Supplier shall not subcontract work on any article to be supplied under the Metal Cutting Service USA, LLC Purchase Order unless the company is AS9100/NADCAP certified or without prior written approval of the Buyer.

For all Metal Cutting Service USA, LLC materials, special processes, as well as certain additional processes not typically categorized as "special", are source controlled, and must be performed by a Metal Cutting Service USA, LLC approved vendor. All source controlled processes and approved suppliers can be identified by contacting the Buyer. Approval to perform one process does NOT imply approval for any additional processes. A vendor must be approved for each special and/or controlled process it performs. If a preferred source has not been approved by Metal Cutting Service USA, LLC, the Supplier can request approval prior to beginning work by contacting Metal Cutting Service USA, LLC Quality Management.

The requirement to use Metal Cutting Service USA, LLC approved and/or mandated suppliers must be flowed down to any sub-tier providers. All material furnished or processing performed by a sub-tier supplier under this Purchase Order must be by a source approved by Metal Cutting Service USA, LLC. Contact Metal Cutting Service USA, LLC prior to placing any sub-tier order. The Supplier shall pass on to its sub-tier supplier(s) the applicable requirements of this Purchase Order.

The requirement to use a Metal Cutting Service USA, LLC approved and/or mandated sub-tier supplier does not alleviate the Supplier of the responsibility of monitoring that supplier and providing conforming product to Metal Cutting Service USA, LLC.

For each special and/or controlled process performed, the Supplier shall furnish a Certificate of Conformance in accordance with applicable specifications and/or engineering drawings. The Certificate of Conformance must meet all requirements as specified in item 6 under 'General Requirements' of this document.

Q-19 100% Inspection: The Supplier shall submit all inspection documentation with appropriate Quality Engineering buy-off, showing 100% inspection for all attributes noted on the drawings. Serial numbers and/or lot codes shall be referenced on the inspection documentation.

Q-20 'Critical to Quality' Dimensional Inspection: The Supplier shall submit all inspection documentation with appropriate Quality Engineering buy-off, showing acceptable dimensional data on defined 'critical to quality' attributes. Serial numbers and/or lot codes shall be referenced on the inspection documentation.

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Q-21 Sampling Inspection: Sampling inspection may be utilized during performance of this order. Prior to use, the sampling plan must be submitted to Metal Cutting Service USA, LLC and approved. The use of sampling inspection in no way affects Metal Cutting Service USA, LLC's right to reject any unit(s) of product found defective.

Q-22 Special Processes: Certification for special processes, such as heat-treating, chemical processing, plating, etc., shall be submitted with each shipment. Specification(s) and revision level(s) used to produce the order are required.

If the shipment contains multiple special processed lots within each manufactured lot, each processed lot must be segregated and identified to maintain complete traceability in each shipment. (Example: When a manufacturing work order is split into two separate heat-treated lots, each heat-treated lot shall be segregated and identified to maintain traceability in the shipment).

Q-23 Source Inspection: Metal Cutting Service USA, LLC Source Inspection shall be performed as specified (in-process and/or final). Please notify Metal Cutting Service USA, LLC ten working days in advance of the date source inspection will be required at your facility. A Metal Cutting Service USA, LLC Source Inspection does not preclude subsequent inspection nor does it relieve the supplier of the responsibility of provide acceptable product. Source inspections may include personnel and contractors from Metal Cutting Service USA, LLC in addition to Metal Cutting Service USA, LLC customer representatives and/or regulatory authorities, and shall include access to all records applicable to Metal Cutting Service USA, LLC product or orders.

Q-24 Quality Control System: Supplier shall provide and maintain a quality control system conforming to the requirements of the elements described in SAE AS9100. Third party registration by an accredited registrar will be accepted. Supplier declaring system compliance to AS9100 with no formal accredited registrar will be reviewed. The supplier's system will be subject to review and approval at all times by Metal Cutting Service USA, LLC.

All quality records to work performed under this Contract shall be kept complete and available to Metal Cutting Service USA, LLC. Quality records include receiving and inspection records consisting of reports reflecting receipt and inspection of supplies, equipment, and materials, tooling; and production records of processing quality control, reliability, and inspection. The Supplier shall contact Metal Cutting Service USA, LLC for approval prior to disposal of quality records.

Supplier shall notify Metal Cutting Service USA, LLC of any violation or deviation from Supplier's approved quality control system. Supplier shall notify Metal Cutting Service USA, LLC of any work delivered to Metal Cutting Service USA, LLC during the period of any such violation or deviation.

If a nonconformance is discovered by the Supplier prior to shipment that does not affect fit, form, or function, a request for waiver may be submitted. All such requests may be made in writing. Under no circumstances shall shipments be made without written approval from Metal Cutting Service USA, LLC.

Ensuring that persons are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior.

Q-25 Calibration: The Supplier shall perform all inspections and tests using calibrated equipment. For calibration service providers or test laboratories, accreditation to ISO 17025 is preferred. Materials used to meet applicable drawing requirement and procurement documents shall not be excluded.

Q-26 Identification/Marking: The Supplier shall identify all items, parts, components, sub-assemblies and/or assemblies with the appropriate part number and revision level as noted on the part drawing or as otherwise specified by the Metal Cutting Service USA, LLC Purchase Order.

Q-27 Traceability: Each manufacturer's lot within each shipment must be segregated and identified to include quantity and lot number on each Certificate of Conformance. There must be a clear link(s) (i.e. heat #, Lot number), that ties the entire certification package together. This includes process certifications performed by sub-tier suppliers. Distributors shall maintain clear traceability to the original manufacturer for each lot in a shipment.

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