

DYE PRECISION CNC, INC.	Document No.	Revision	Effective Date	Page
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Document Owner: Purchasing / Quality	Approved By: Ty Boggs / Vu Phan		Approval Date: 7/22/26	

SUPPLIER TERMS AND CONDITIONS

Quality, General, Export Control, and Cybersecurity Flowdown Clauses

PURPOSE AND APPLICABILITY

These Supplier Terms and Conditions apply to all purchase orders ("Purchase Order" or "PO") issued by Dye Precision CNC, Inc. ("Dye CNC" or "Buyer") to the supplier, seller, or external provider identified on the Purchase Order ("Supplier"), unless otherwise specified on the face of the Purchase Order. Acceptance of a Purchase Order, in whole or in part, constitutes acceptance of these terms and conditions. Where a clause is invoked by reference on the Purchase Order (e.g., "Q3," "G13"), the clause identifiers below apply. Unless otherwise stated on the Purchase Order, all General (G), Export Control (E), and Cybersecurity (C) clauses apply to every order, and Quality (Q) clauses apply as specified on the Purchase Order, except Q1, Q11, and Q12, which apply to all orders.

I. QUALITY CLAUSES

Q1. Quality Management System. Supplier shall maintain a quality management system appropriate to the product or service supplied, certified or compliant to ISO 9001 or AS9100 (current revision), or as otherwise specified on the Purchase Order. Supplier shall notify Dye CNC in writing within ten (10) days of any change in, suspension, withdrawal, or expiration of its quality system certification, registration, or approval status. "Exceptions to this clause can be approved through a supplier qualification process during supplier onboarding."

Q2. Defense Priorities and Allocations System (DPAS). Supplier is required to follow the provisions of the Defense Priorities and Allocations System (DPAS) regulation (15 CFR Part 700) and all other applicable regulations in obtaining controlled materials and other products, materials, and services needed to fill this order. See Purchase Order for priority rating.

Q3. First Article Inspection – With Shipment. Supplier shall conduct a first article inspection in accordance with AS9102 (current revision); a copy of the first article inspection report (FAIR) shall accompany the first shipment. Packaging shall clearly identify inclusion of said report.

Q4. First Article Inspection – Approval Prior to Production. Supplier shall conduct a first article inspection in accordance with AS9102 (current revision); a copy of the FAIR shall be submitted to Dye CNC. Upon receipt of FAIR approval, Supplier may initiate production to satisfy Purchase Order requirements.

Q5. Measurement Data. Supplier shall furnish copies of measurement data showing compliance with specified requirements with each shipment.

Q6. Mill Test Reports. A copy of the mill test report identifying chemical and physical properties for each material must be submitted with each lot of parts.

Q7. Calibration. Supplier shall ensure that measurement equipment is calibrated or verified, or both, at specified intervals, or prior to use, against measurement standards traceable to international or national measurement standards; where no such standards exist, the basis used for calibration or verification shall be recorded and retained.

Q8. Specialty Metals / Domestic Sourcing. Material furnished under this order MUST comply with DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals, and/or DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals, and/or the Buy American and Balance of Payments Program requirements of DFARS 252.225-7001, as applicable and as specified on the Purchase Order. Specialty metals MUST be melted or produced in the United States, its outlying areas, or a qualifying country as defined at DFARS 225.003, unless an exception under DFARS 225.7003-3 applies and is documented. The country of melt MUST be identified on the raw material certification or certificate of test and accompany each shipment to Dye CNC.

Q9. Special Processes. Nadcap accreditation is required for all special processes performed under this order (e.g., heat treating, chemical processing, coatings, nondestructive testing, welding). Accreditation must cover the specific special

process performed. Where customer-approved processor lists are specified on the drawing or Purchase Order, only approved sources shall be used.

Q10. Foreign Object Debris (FOD) Prevention. Supplier shall maintain a FOD prevention program appropriate to the product supplied, consistent with the intent of NAS412 / AS9146, to prevent the introduction of foreign objects into deliverable items during manufacturing, assembly, packaging, and shipment.

Q11. Personnel Awareness. Supplier shall ensure that persons performing work under this order are aware of: (a) their contribution to product and service conformity; (b) their contribution to product safety; and (c) the importance of ethical behavior.

Q12. Corrective Action. Supplier shall respond to supplier corrective action requests (SCARs) issued by Dye CNC within thirty (30) calendar days unless otherwise specified, including containment actions, root cause analysis, corrective action implementation, and objective evidence of effectiveness verification.

II. GENERAL CLAUSES

G1. Shipping Tolerance. Shipping tolerance is +/-0% unless otherwise specified in the body of the Purchase Order. Supplier shall notify Buyer of deviation in advance of shipment.

G2. Change Orders. For change orders, all requirements listed on the original order remain in effect, except for changes specified in the body of the change order.

G3. Right to Return or Hold. Dye CNC reserves the right to return or hold, subject to our order, all goods or any parts which are not equal to sample and/or do not meet standards on drawings.

G4. Early Shipment. Unless authorized by Buyer, early shipment by Supplier is not permitted. Buyer reserves the right to have Supplier pay freight and/or to defer payment of invoice without losing early payment discounts or incurring late payment charges.

G5. Packaging and Handling. Supplier shall package, preserve, handle, and ship all products in a manner that prevents damage, deterioration, contamination, corrosion, or loss during storage, handling, and transportation. Packaging shall be appropriate for the type of product, shipping method, and environmental conditions encountered during transit.

G6. Process, Material, and Facility Changes. Supplier shall notify Buyer not less than ninety (90) days in advance of any proposed changes to Supplier's manufacturing processes, composition or grade of raw materials used, critical process sources, equipment, or facilities that may impact the quality, acceptability, reliability, or on-time delivery of the ordered items, including any proposed relocations of manufacturing or assembly facilities that produce the ordered items. Any such changes must be planned and coordinated between Buyer and Supplier prior to implementation and shall not be made without Buyer's written approval. If Supplier implements such changes without Buyer's written agreement, this may render the ordered items defective and Buyer may reject the items or may terminate the Purchase Order.

G7. Confidentiality. Supplier shall not disclose, publish, or reveal any designs, specifications, or other informational materials to any other party without written consent from Dye CNC.

G8. Nonconforming Material. If the Supplier wishes to ship nonconforming material or parts, Supplier shall contact Dye CNC's Buyer for formal approval prior to shipment. If the Supplier discovers that nonconforming product has already been shipped to Dye CNC, the Supplier must immediately notify Dye CNC's Buyer with the extent of the nonconformity, all affected lots with Purchase Order number, and total quantity affected.

G9. Lot Traceability. To support Dye CNC and its customers' requirements for lot traceability, Supplier shall implement and maintain systems to ensure items sold to Dye CNC are traceable (i.e., lot number, batch number, date of manufacture, etc.).

G10. Right of Access. Dye CNC 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.

G11. Sub-Tier Suppliers. Where applicable, if the Supplier uses sub-tier suppliers in furnishing goods to Dye CNC, the Supplier must ensure that all sub-tier suppliers fulfill all applicable requirements and key characteristics for the product supplied, including applicable flowdown of these clauses.

G12. Approved Sources. Supplier shall use only customer-approved materials, processes, and/or sources whenever specified.

G13. Certification of Conformance. Material and/or process specifications are noted on the drawing, Purchase Order, and/or supporting documentation for the purchased material and/or process on this Purchase Order. Certification of conformance to these specifications is required with each shipment of material. When mill test reports are utilized for determining conformance, Supplier shall have a procedure to verify the test reports meet requirements. Certification shall include:

- Name and location of process facility
- Date of service, part number, and revision level
- Dye CNC Purchase Order number and quantity
- Identification of the lot, batch, or serial number (if applicable)
- Materials used and processes performed
- All required processing specifications and revisions specified
- Supporting test data, oven charts, time/temperature charts, point maps, data files, etc. (as applicable)
- A statement of conformance indicating that all requirements have been met

G14. Record Retention and Disposition. Certifications of conformance, chemical and physical test reports, inspection records, and product verification records are to be kept on file at Supplier's facility or at the manufacturer's facility and furnished to Dye CNC upon request. These records shall be maintained for at least twelve (7) years from the date of manufacture. Records shall not be destroyed or otherwise dispositioned at the end of the retention period without prior written authorization from Dye CNC.

G15. Acceptance Authority Media (AAM). If the Supplier is submitting documentation to confirm product acceptance and uses a form of AAM for verification, then the AAM must be controlled. Supplier shall comply with the AS/EN/JISQ 9100 requirements and 14 CFR § 21.2 regarding AAM requirements.

G16. Tooling. Title to, and the right to immediate possession of, all tooling is retained by Dye CNC when tooling is owned by Dye CNC.

G17. Non-Discrimination in Employment. Supplier shall comply with all applicable federal, state, and local equal employment opportunity and non-discrimination laws and regulations, including, to the extent applicable, Section 503 of the Rehabilitation Act of 1973 (41 CFR Part 60-741) and the Vietnam Era Veterans' Readjustment Assistance Act (VEVRAA, 38 U.S.C. § 4212; 41 CFR Part 60-300), and all relevant rules, regulations, and orders of the Secretary of Labor.

G18. Labor Disputes. Whenever any actual or potential labor dispute delays or threatens to delay timely performance, Supplier shall immediately notify Buyer in writing.

G19. Counterfeit Parts. Supplier shall maintain processes to prevent the delivery of counterfeit parts and material, consistent with the intent of AS5553 and/or AS6174 as applicable, and shall notify Dye CNC immediately if counterfeit or suspect counterfeit parts are discovered.

G20. Government and Environmental Regulatory Requirements. Upon request, Supplier shall provide compliance information for purchased products with respect to applicable government and environmental regulatory requirements (e.g., RoHS, REACH).

G21. Conflict Minerals / Responsible Mineral Sourcing. Dye CNC is committed to the responsible sourcing of minerals. Supplier shall follow all internationally recognized frameworks for responsible supply chains of minerals originating from conflict-affected or high-risk areas, including the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas and, where applicable, Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and its implementing SEC regulations. Supplier shall exercise due diligence over the source and chain of custody of tin, tantalum, tungsten, and gold (3TG) and other identified minerals in products supplied to Dye CNC; shall source from smelters and refiners validated under recognized assurance programs, such as the Responsible Minerals Initiative's Responsible Minerals Assurance Process (RMAP), where practicable; and shall, upon request, provide sourcing information using the Conflict Minerals Reporting Template (CMRT) or equivalent.

G22. Drawing and Specification Revision Control. Supplier shall perform all work to the drawing, specification, and document revisions specified on the Purchase Order. Superseded or obsolete revisions shall not be used. If no revision is specified, Supplier shall contact the Dye CNC Buyer for confirmation prior to beginning work.

III. EXPORT CONTROL

E1. Export Compliance. Both parties agree to comply with all applicable U.S. export control laws and regulations, including the International Traffic in Arms Regulations (ITAR, 22 CFR Parts 120–130), promulgated under the Arms Export Control Act, and the Export Administration Regulations (EAR, 15 CFR Parts 730–774), including obtaining export licenses, agreements, or other authorizations when applicable.

E2. Technical Data and Foreign Persons. Technical data provided under this order may be subject to the ITAR or EAR. Supplier shall not export, re-export, retransfer, or disclose such technical data to any foreign person, whether located in the United States or abroad, without prior written authorization from Dye CNC and, where required, the U.S. Government. Supplier shall notify Dye CNC in writing prior to using foreign persons or foreign sub-tier sources in the performance of this order, and shall preserve all export control markings on technical data.

IV. CYBERSECURITY AND CONTROLLED UNCLASSIFIED INFORMATION (CUI)

C1. Safeguarding CUI and Cyber Incident Reporting. If Supplier receives or generates Controlled Unclassified Information (CUI) or covered defense information in the performance of this order, Supplier shall comply with DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting, including implementation of the security requirements of NIST SP 800-171, and shall rapidly report cyber incidents to the Department of Defense as required by that clause and to Dye CNC within seventy-two (72) hours of discovery. Supplier shall also comply with DFARS 252.204-7019 and 252.204-7020 (NIST SP 800-171 DoD Assessment Requirements) and, when specified in the applicable prime contract, DFARS 252.204-7021 (Cybersecurity Maturity Model Certification), as applicable. Supplier shall flow these requirements down to sub-tier suppliers that receive or generate CUI.

REVISION HISTORY

Rev	Date	Description of Change	Approved By
A	07/22/2026	Initial controlled release; supersedes prior uncontrolled Supplier Terms and Conditions. Clauses renumbered (see Appendix A). Regulatory citations updated: DPAS moved to 15 CFR Part 700; DFARS 252.225-7014 (deleted clause) replaced with DFARS 252.225-7008/-7009 and qualifying-country reference updated to DFARS 225.003; revoked Executive Order 11246 references removed and non-discrimination clause updated to Section 503 / VEVRAA; ITAR/EAR citations corrected. New clauses added: Q1 (QMS), Q10 (FOD), Q11 (Awareness), Q12 (Corrective Action), G21 (Conflict Minerals), G22 (Revision Control), E2 (Technical Data / Foreign Persons), C1 (Cybersecurity / CUI). Record disposition added to G14.	

APPENDIX A – CLAUSE CROSS-REFERENCE (PRIOR VERSION → REV A)

For Purchase Orders or supplier communications that reference clause numbers from the prior uncontrolled version, the following mapping applies. Clauses marked "New" have no prior equivalent.

Prior Clause	Rev A Clause	Notes
Q1 (DPAS)	Q2	Citation updated to 15 CFR Part 700
Q2 (FAI w/ shipment)	Q3	AS9102 reference added
Q3 (FAI approval)	Q4	AS9102 reference added
Q4 (Measurement data)	Q5	Unchanged
Q5 (Mill test reports)	Q6	Unchanged
Q6 (Calibration)	Q7	Unchanged
Q7	—	Did not exist in prior version (numbering gap)
Q8 (Specialty metals)	Q8	Rewritten: DFARS 252.225-7008/-7009; DFARS 225.003
Q9 (Nadcap)	Q9	Process-specific accreditation language added
—	Q1, Q10, Q11, Q12	New: QMS, FOD, Awareness, Corrective Action
G1–G4	G1–G4	Unchanged
G5 (Packaging) / G5 (Process changes)	G5 / G6	Duplicate numbering resolved
G6–G14	G7–G15	Renumbered (+1); G14 adds record disposition
G15 (Tooling)	G16	Renumbered
G16 (Non-discrimination)	G17	EO 11246 removed (revoked); Section 503 / VEVRAA cited
G17 (Labor dispute)	G18	Renumbered
G18 (Counterfeit parts)	G19	AS5553/AS6174 reference added
G19 (Regulatory: RoHS, REACH)	G20	Conflict minerals moved to dedicated clause G21
—	G21, G22	New: Conflict Minerals; Revision Control
E1 (Export control)	E1	ITAR/EAR citations corrected
—	E2, C1	New: Foreign Persons; Cybersecurity/CUI

SUPPLIER ACKNOWLEDGMENT – PUR-REF-001, REV A

The undersigned, as an authorized representative of the Supplier identified below, acknowledges receipt of the Dye Precision CNC, Inc. Supplier Terms and Conditions (PUR-REF-001, Rev A) and agrees that these terms and conditions apply to all Purchase Orders issued by Dye CNC to Supplier, unless otherwise specified on the face of a Purchase Order. Supplier further acknowledges its responsibility to flow applicable requirements down to its sub-tier suppliers.

Supplier Company Name: _____

Supplier Address: _____

Authorized Representative (Print): _____

Title: _____

Signature: _____

Date: _____

Please return the completed acknowledgment to the Dye CNC Purchasing Department. This acknowledgment will be retained as a quality record in accordance with Dye CNC record retention requirements.