

## Starn Tool Supplier Terms and Conditions

These Terms and Conditions ("T&Cs") govern all purchases and supply of materials, products, and services by the Supplier ("Supplier") to STARN TOOL & MANUFACTURING COMPANY ("Buyer").

### **1. Quality Management System (QMS) Requirements**

Supplier must maintain a QMS that complies with AS9100D/ISO9001:2015 standards or equivalent.

Supplier shall provide access to their QMS upon request, including documentation and audit findings, to verify compliance.

### **2. Traceability and Documentation**

Supplier must establish and maintain traceability for all materials, components, and products supplied to Buyer.

Records of material origins, processing, inspection, testing, and delivery must be retained by Supplier for a minimum of 7 years, or as otherwise agreed upon by Buyer.

Upon request, Supplier will provide records within 10 days.

### **3. Non-Conforming Product and Corrective Action**

Supplier must immediately notify Buyer of any non-conforming product discovered before shipment or during production.

If non-conformances are identified post-delivery, Supplier shall assist in investigation and corrective action.

Buyer shall create corrective action for any identified nonconformance post-delivery and notify supplier.

### **4. Counterfeit Product**

Supplier is responsible for prevention of counterfeit product. If Supplier identifies counterfeit product, product will be destroyed by Supplier and Supplier will not be responsible for damage or payment of counterfeit product.

## **5. Product and Process Changes**

Supplier agrees not to make any changes to the product, material, process, or sub-suppliers that could affect conformity to Buyer requirements without prior written approval.

Any approved changes must be documented and comply with traceability requirements.

## **6. Right of Access**

Buyer, its customers, and regulatory authorities shall have the right of access to Supplier's facilities and documentation related to the contract for the purpose of verifying compliance.

## **7. Material and Component Control**

Supplier must provide material certifications and other relevant documentation proving compliance with agreed-upon specifications and applicable regulatory requirements.

Supplier must have processes to prevent the introduction of counterfeit parts.

## **8. Inspection and Testing**

Supplier must perform all required inspections and tests and provide documentation certifying that all items conform to the contractual requirements.

Buyer reserves the right to inspect goods at Supplier's premises and/or upon delivery to verify compliance.

## **9. Flow-Down of Requirements**

Supplier must flow down applicable requirements to any sub-tier suppliers or subcontractors.

Supplier is responsible for ensuring that sub-tier suppliers meet requirements and that they provide all necessary documentation and certifications.

## **10. Confidentiality**

Supplier must treat all proprietary or confidential information provided by Buyer as confidential and shall not disclose it to any third parties without Buyer's consent.

### **11. Performance and Continuous Improvement**

Supplier must monitor and manage performance, including on-time delivery and quality rates, and implement continuous improvement initiatives as necessary.

Buyer will monitor and manage performance, including on-time delivery and quality.

If supplier receives 1 corrective action (3 quality issues) within a 6-month period, OR an on-time delivery performance of less than 70% has occurred for three consecutive months, supplier shall be considered conditional for use until improvements have been made and verified.

If supplier receives 3 corrective actions (9 quality issues) within a 6-month period, OR an on-time delivery performance of less than 70% has occurred for six consecutive months, supplier shall be considered inactive.

Supplier will not be reactivated in buyer's system until an appropriate amount of time has passed and proof of corrections from supplier can be verified.

Supplier performance results shall be made available quarterly.

### **12. Product Safety and Ethical Conduct**

Supplier must implement measures to ensure product safety and maintain ethical conduct in all manufacturing, handling, and distribution processes, per AS9100D standards.

### **13. Liability and Indemnity**

Supplier agrees to indemnify and hold Buyer harmless against any damages, claims, or costs arising from non-conforming products or failure to comply with these T&Cs.

### **14. Termination**

Buyer reserves the right to terminate this agreement if Supplier fails to meet any requirements stated in these T&Cs or fails to maintain compliance.