

Supplier Flow Down Requirements

PO Requirements:

1. Seller shall comply with all flow down requirements by applicable contractual agreement. Ran-Tech Flow Down Requirements are supplemental terms and conditions that consist of both quality and non-quality assurance terms and conditions.

2. Ran-Tech may revise the PO Notes from time to time. Seller should regularly visit the requirements on the Ran-Tech Website to ensure they are at the current revision.

A

In addition to the provision set forth in the Code of Basic Working Conditions and Human Rights in the contract, Seller further commits that any material violation of law by Seller relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Seller's performance under this Contract/Agreement may be considered a material breach of this Contract/Agreement for which Ran-Tech may elect to cancel any open Orders between Ran-Tech and the Seller, for cause, in accordance with the provisions of this Contract/Agreement, or exercise any other right of Ran-Tech for an Event of Default under this Contract/Agreement. Seller shall include the substance of this clause, including this flow down requirement, in all subcontracts awarded by Seller for work under this Contract/Agreement.

B

SELLER SHALL MAINTAIN, AND HAVE AVAILABLE ON A TIMELY BASIS, QUALITY RECORDS TRACEABLE TO THE CONFORMANCE OF PRODUCT/PART NUMBERS DELIVERED TO RAN-TECH. SELLER SHALL MAKE SUCH RECORDS AVAILABLE TO REGULATORY AUTHORITIES AND RAN-TECH'S AUTHORIZED REPRESENTATIVES. SELLER SHALL RETAIN SUCH RECORDS FOR THE CALENDAR YEAR + 10 YEARS FROM THE DATE OF SHIPMENT UNDER EACH APPLICABLE ORDER FOR ALL PRODUCT/PART NUMBERS UNLESS OTHERWISE SPECIFIED ON THE ORDER.

At the expiration of such period set forth above and prior to any disposal of records, Seller will notify Ran-Tech of records to be disposed of and Ran-Tech reserves the right to request delivery of such records. In the event Ran-Tech chooses to exercise this right, Seller shall promptly deliver such records to Ran-Tech at no additional cost on media agreed to by both parties.

Ran-Tech requires that the provisions/requirements set forth above be included in Sellers direct supply contracts related to the Products/Part Numbers. Supply Chain shall mean network of material, equipment, information, and services integrated into products and services for the ultimate customer.

B1. Seller shall comply with the requirements of

B1a. Form X31764 "Boeing Quality Purchasing Data Requirements".

Suppliers shall access this form by selecting "Supplier Quality" from the menu bar and "Other Quality Requirements" of "Doing Business with Boeing" home page located at the following URL address: <http://www.boeingsuppliers.com/>.

B1b. Boeing's specification D6-87282 Quality Management System Requirements for all supplier flow down requirements. Suppliers shall access this form by selecting "Supplier Quality" from the menu bar and "Other Quality Requirements" of "Doing Business with Boeing" home page located at the following URL address: <http://www.boeingsuppliers.com/>.

B2. For purposes of this PO Note, "Supply Chain" means Seller's complete network of material, equipment, information, and services integrated into deliverable products and services provided to Seller by Seller's direct first tier supply contracts and Seller's sub-tier or lower tier supply contracts as applicable based on the product requirements being procured.

B2b. AS/EN/JISQ 9100 Flow-Down Requirements

In accordance with AS/EN/JISQ 9100, Seller shall flow-down to its Supply Chain the applicable provisions/requirements of AS/EN/JISQ 9100.

THE SELLER WILL PLACE THE FOLLOWING STATEMENT ON THE SHIPPING DOCUMENTATION OF ALL SHIPMENTS TO BOEING:

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"Seller hereby acknowledges that the parts and/or materials being shipped under this order are intended for use under Boeing's Federal Aviation Administration (FAA) issued Production Certificate 700 and no articles (or constituent parts thereof) or the accompanying paperwork (e.g., packages, shippers, etc.) contain any Federal Aviation Administration- Parts Manufacturer Approval (FAA-PMA) markings."

C

SELLER MUST PROVIDE A STATEMENT ON THE PACKING SHEET CERTIFYING ITS QUALITY DEPARTMENT HAS INSPECTED THE PARTS AND THEY ADHERE TO ALL REQUIREMENTS, APPLICABLE DRAWINGS/SPECIFICATIONS.

Ran-Tech requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

D

Seller shall perform First Article Inspections (FAIs) in accordance with AS/EN/SJAC 9102 and unless otherwise specifically authorized in writing by Ran-Tech.

Ran-Tech requires that the FAI provisions and requirements set forth related to the compliance with AS/EN/SJAC 9102 be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For purposes of this note, Supply Chain shall mean Seller's direct network of suppliers providing material, equipment, information, and services integrated into products and services. Furthermore where Seller is required to document FAIs in the Net-Inspect software, FAIs of the Seller's supply chain shall also be documented in Net-Inspect.

E

REPRESENTATIVES OF RAN-TECH, RAN-TECH AND/OR THE FEDERAL AVIATION ADMINISTRATION (IF NON DOMESTIC), RAN-TECH AND/OR THE FEDERAL AVIATION ADMINISTRATION AND/OR EQUIVALENT FOREIGN CIVIL AVIATION AUTHORITIES) MAY INSPECT AND EVALUATE SELLER'S FACILITIES' SYSTEMS, DATA, EQUIPMENT, PERSONNEL AND ALL COMPLETED ARTICLES MANUFACTURED FOR INSTALLATION ON COMMERCIAL PRODUCTION AIRPLANES. RIGHT OF ENTRY/ACCESS INCLUDES MEETING THE REQUIREMENTS OF THE FAA AND/OR APPLICABLE EQUIVALENT FOREIGN CIVIL AVIATION AUTHORITIES TO PERFORM OVERSIGHT OF THE FACILITY.

Ran-Tech requires that the provisions/requirements set forth above be included in Sellers direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain.

F

Export Control:

Fa. Both Parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws").

Fb. The Party conducting the export shall be responsible for obtaining the required authorizations. The Party conducting the re-export shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement.

Fc. Each Party represents that (i) the Items, and the parts and components thereof, it is providing under this Agreement are not "defense articles" as that term is defined in 22 C.F.R. sub section 120.6 of the ITAR. and (ii) the services it is providing under this Agreement are not "defense services" as that term is defined in 22 C.F.R. sub section 120.9 of the ITAR. The Parties acknowledge that this representation means that an official capable of binding the Party providing such Items knows or has otherwise determined that such Items, and the parts and components thereof, are not on the ITAR's Munitions List at 22 C.F.R. sub section 121.1. Each Party agrees to reasonably

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cooperate with the other in providing, upon request of the other Party, documentation or other information that supports or confirms this representation.

Fd. To the extent that such Items, or any parts or components thereof, were specifically designed or modified for a military end use or end user, the Party providing such Items shall notify the other Party of this fact and shall also provide the other Party with written confirmation from the United States Department of State that such Items, and all such parts or components thereof, are not subject to the jurisdiction of the ITAR.

G

Supplier Code of Conduct:

Reference procedure HR205 for Supplier Code of Conduct

H

Boeing Document D1-4426, "Approved Process Sources": Supplier shall comply with Boeing document D1-4426 "Approved Process Sources". This document defines the approved sources for special processing, composite raw materials, composite products, aircraft bearings, designated fasteners, and metallic raw materials. These purchasing data requirements can be found at: <https://active.boeing.com/doingbiz/d14426/index.cfm>

I

Definition. "Ozone-depleting substance," as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as--

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to hydrochlorofluorocarbons.

Seller shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as applicable:

Warning

Contains *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

Warning

Manufactured with *_____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

* Seller shall insert the name of the substance(s).

Ran-Tech requires that the provisions/requirements set forth above be included in Seller's direct supply contracts as well as the obligation that they be flowed to the sub-tier supply chain. For the purpose of this note Supply Chain shall mean Seller's direct and indirect suppliers performing value-added activity on the products and services. It focuses on direct and lower-tier suppliers