

Supplier Quality Manual

AS9100D / ISO 9001:2015

“Quality Creates Customer Enthusiasm”

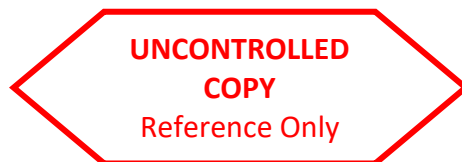


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1.0 **Forward**

TRIAX Precision Manufacturing LLC hereinafter (TRIAX) is an engineering centric manufacturing company providing high quality machined components to a host of industries. TRIAX adds value for our customers with engineering resources to design and analyze components, as well as offering secondary processing through our external supply chain partners.

TRIAX places high importance on customer needs by monitoring trends in the marketplace, and at the customer level. This open exchange of ideas stimulates new ideas for improving the quality and performance of the products that we supply them. Additionally, we make sure that giving our employees the resources necessary to perform their tasks in a professional and cost-effective manner satisfies our customers.

The President of the company approves the Supplier Quality Handbook and its stated principles.

The Supplier Quality Handbook is stored electronically and is password protected. The file has write-protected status and can only be modified by the President or designee. The Supplier Quality Handbook may be issued as either a controlled or uncontrolled document.

TRIAX Precision Manufacturing LLC, contact information:

Main Number	(941) 360 -1150
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1.1 **Purpose**

The purpose of this document is to provide our suppliers or potential suppliers with an understanding of the requirements to supply TRIAX.

1.2 **General**

TRIAX realizes that only through long-term partnership with its suppliers, will it be able to achieve the goal of meeting internal and external customer expectations. TRIAX may involve various suppliers in Supplier Agreements to establish these long-term partnerships. The following performance guidelines are meant for suppliers of TRIAX.

1.3 **TRIAX Commitment**

Clear communication of expectations to the supplier, including quality system requirements, material specifications, technical requirements, delivery expectations, cost reduction goals, quality improvement goals, and customer service requirements.

Evaluation and selection of new suppliers based on their ability to meet these expectations. Provide feedback to current suppliers on performance with regards to these expectations.

Establish long-term relationships with suppliers who are able to meet or exceed these expectations. Act in an open and ethical manner with all supplier interactions.

2.0 *Supplier Partnership*

2.1 General

At TRIAX, we recognize the critical role quality plays in our success. Our Quality Policy Statement is as follows:

Our Commitment to Quality

At TRIAX Precision Manufacturing LLC, our goal is operational excellence to achieve customer satisfaction as it relates to the products and services we provide. We are committed to achieving this through adherence to a quality management system which complies with the requirements of ISO 9001:2015/AS9100D. TRIAX management will coordinate efforts to function in accordance with defined processes while also monitoring and evaluating opportunities for continual quality improvement. Striving for excellence is at the heart of our guiding principle.

Our attainment of this goal is dependent on the quality of materials received from our supply chain. We expect product received to be 100% defect free.

All personnel at TRIAX adhere to the requirements of this Quality Manual.

2.2 Requirements for Suppliers

Meet TRIAX expectations. React with concern when requirements aren't met and take the steps necessary to resolve deficiencies and prevent their reoccurrence. Embrace the concept of continuous improvement and zero nonconformities in all TRIAX products.

Show a willingness to establish a long-term relationship with TRIAX. Maintain ethical standards and act in an open and honest manner in all TRIAX interactions.

2.3 Acknowledgement

TRIAX Management Representative shall distribute copies of this Supplier Quality Handbook to all current and potential suppliers. The acceptance of any Supply Agreement or Purchase Order constitutes an agreement to comply with and provide material and/or services in accordance with this TRIAX Supplier Quality Handbook.

2.4 TRIAX Supplier Quality Contact Information

Questions or concerns regarding this Supplier Quality Handbook should be directed to the President, Michael McKee or Quality Supervisor, Cameron Smith at the following:

Phone: (941) 360-1150 E-mails: m.mckee@triax.com c.smith@triaxpm.com

3.0 *Quality Requirements*

3.1 General

ISO 9001 and AS9100 define the fundamental quality system expectations of the aerospace industry in order to meet customer requirements. The goal of ISO 9001 and AS9100 is the development of fundamental quality systems that provide for continuous improvement, emphasizing defect protection, the reduction of variation and waste in the supply chain, as well as improved efficiency, delivery, company morale, and internal/external communications.

It is the expectation of TRIAX that all suppliers of production materials establish, document, and maintain effective quality systems based on ISO 9001 or AS9100 unless waived by TRIAX. Additional TRIAX specific requirements are listed below. TRIAX reserves the right to add requirements for specific materials, services, or suppliers.

3.2 **Production Part Approval Process (PPAP) and Flow Down Requirements (IF REQUIRED)**

TRIAX will request a PPAP depending on the criticality of the raw materials(s) being produced. TRIAX uses the Automotive Industry Action Group (AIAG) Production Part Approval Process Manual as the basis for approving new production parts and/or materials. The AIAG method is a widely accepted method in many industries. All PPAP's submitted must be Level 1 and submitted unless otherwise specified.

At a minimum, supplier PPAP packages shall include Part Submission Warrants (PSWs) and may require additional PPAP documentation as per our customers' requirements.

PPAPs shall be submitted to the TRIAX Quality Department, and any associated PPAP sample material shall be clearly labeled as such. The supplier must identify the samples in some manner (ex: number or tag each container) which allow proper identification.

Full or interim approved PPAP is required prior to shipping material to TRIAX for production. Any production shipments received by TRIAX prior to obtaining this approval will be rejected. Any exceptions must be documented and approved by TRIAX Engineering and President.

The supplier shall adhere to all flow down requirements as required by our customers. In the event the supplier cannot meet the requirements, TRIAX requires immediate notification.

3.3 Pre-Production Requirements (IF REQUIRED)

Suppliers shall meet TRIAX Pre-Production requirements. These requirements will be documented by formal communication. Required documentation (e.g., Control Plans) must be kept current.

Suppliers are expected to clearly identify Pre-Production parts to ensure that the TRIAX does not mix such material with “regular” production material.

Labeling must be done per TRIAX requirements and shall be differentiated from regular production shipping labels unless the parts are already PPAP approved. In particular, the Supplier Identification, Raw Material and Quantity must be clearly displayed on the packaging label to ensure easy, visible segregation of containers.

3.4 Incoming Product Quality

All materials received must conform to agreed requirements/specifications and are subject to inspection and approval. If product does not meet requirements, TRIAX reserves the right to withhold payment, reject and/or return all or any portion of non-conforming shipment at the expense of the supplier.

3.5 Incoming Inspections

If material is rejected because of nonconformance to specification, the following actions will be taken:

- Rejected product will be returned to supplier, freight and charge back will be charged to supplier.
- Reject and scrap, supplier will incur costs of product.

Chemistry Analysis must accompany alloy material as specified at the time of order.

3.6 Request for Temporary Product Specification or Substitution and Process Changes

Prior to supply of any process change or material substitution or temporary product specification change, the supplier must:

- Contact the TRIAX Quality Representative or Operations Manager and get a written deviation to supply product prior to shipment. This will state the maximum quantity or period for which the deviation shall apply.

- Include a copy of the signed deviation with each shipment of nonconforming product.

Technical Data Sheets, Certificates of Analysis and Certificates of Conformance are required, as specified, for all product supplied. The supplier will be fully exposed to all warranty claims and rework or reject costs for shipments of product that do not conform to specification.

3.7 Request for Permanent Product Change

In the event there is a need for permanent specification change or product substitution, the request must be approved by TRIAX Engineering or Operations Manager. To request the change, the supplier must complete the Engineering Change Request form and submit for approval.

If the change is needed immediately to continue supply of material, the supplier must follow the temporary product specification process outlined in 3.6 of this manual.

Failure will fully expose the supplier to all warranty claims and rework or reject costs for shipments of product that do not conform to specification.

3.8 Rejection and Charge Back Policy

In the event material is rejected due to nonconformance to specification, expired or incorrect, the following actions will be taken:

- Rejected product will be returned to supplier, freight and charge back will be charged to supplier.

If reject material is discovered, TRIAX will communicate the problem to the supplier at that time to discuss action needed. The supplier is required to replace the raw material to solve the problem. TRIAX may seek to recover from supplier any damage resulting from a delivery of nonconforming product, which may additionally include the following:

- If the reject is a repeat issue (same material, same rejection reason within a 12-month Period), the supplier will be expected to bear (reasonable) costs associated with the impact on TRIAX.
- If the product fails due to the nonconforming material and is discovered in production or beyond (i.e. at one of TRIAX customers or in the field), regardless if it is a repeat, the supplier will be expected to bear (reasonable) costs associated with the impact on TRIAX.

The supplier may also be held responsible for resulting charges imposed by TRIAX customer, such as warranty claims or costs associated with a recall.

*It should be noted that these charges would be invoked only when a supplier's product does not conform to contractual requirements and/or specifications.

3.9 Contingency Plans

Any interruption in supply could result in TRIAX not meeting its requirement of 100% on time delivery. This could result not meeting its customer demand. The supplier shall prepare contingency plans to satisfy TRIAX requirements in the event of an emergency such as utility interruptions, labor shortages, key equipment failure and field returns.

When the supplier knows in advance of an impending production interruption, the supplier shall notify the TRIAX Operations Manager and/or Designee at least 24 hours, if possible, before that interruption. The nature of the problem shall be communicated with the immediate actions taken to assure supply of product.

Production interruptions may include (but are not limited to) natural disasters, political unrest, war, capacity issues, quality issues, labor strikes or other events that prevent the supplier from meeting the specified capacity volumes. The supplier is required to advise TRIAX of the plan for recovery and work toward minimizing its effect on TRIAX. Upon request, the supplier shall provide their contingency plans to TRIAX.

3.10 Counterfeit Part Prevention

TRIAX suppliers shall ensure their employees are aware of:

- Their contribution to product or service conformity for TRIAX
- Their contribution to product safety
- The importance of ethical behavior
- The risk of counterfeit product, and notification of suspected counterfeit material/product

Counterfeit part prevention processes shall consider:

- Training of appropriate persons in the awareness and prevention of counterfeit parts
- Application of a parts obsolescence monitoring program
- Controls for acquiring externally provided product(s) from original or authorized manufacturers
- Authorized distributors, or other approved sources
- Requirements for assuring traceability of parts and components
- Verification and test methodologies to detect counterfeit parts
- Monitoring of counterfeit parts reporting from external sources
- Quarantine and reporting of suspect or detected counterfeit parts

4.0 Supplier Monitoring and Development

4.1 General

Suppliers are expected to implement a robust Quality Management System (QMS) that promotes defect free products through prevention, monitoring, and ongoing improvement.

Comments or questions regarding the TRIAX Supplier Quality Handbook may be directed to TRIAX Quality Supervisor or President.

4.2 Supplier Quality Standards

Current and potential suppliers to TRIAX must meet one of the following minimum quality system requirements:

- Registration to ISO 9001, AS9100, TS16949, ISO 17025 or NADCAP by an accredited third-party registration body, or
- Conformity to ISO 9001 utilizing an accredited second party audit process through a third-party body. Registration is preferred.

Any deviations from this quality registration requirement will require the approval of the TRIAX Quality Supervisor. It is the responsibility of distributors or non-manufacturing suppliers under contract with TRIAX to ensure that their suppliers are certified to either ISO 9001 or have a formal quality system. Suppliers are required to immediately notify TRIAX if their Registrar (certification body or accreditation body) revokes their certificate, places them on probation, or institutes any other change in their certification status.

Suppliers shall provide their valid quality management certificate to TRIAX. Supplier certificates should be in English or include an accurate English translation on the certificate. Suppliers are responsible for the information on their certificate and that this information matches any contract with TRIAX.

4.3 On-Site Audits

TRIAX suppliers are responsible for the control and continuous improvement efforts of its suppliers. TRIAX reserves the right to visit sub-suppliers to assure that the materials and services conform to specified requirements. These visits may involve customers or an approved 2nd or 3rd party representative of TRIAX. This includes any regulatory body that may want to perform an onsite audit. All records shall be made available for any audit.

TRIAX suppliers shall require their suppliers of production goods and services to conform to the requirements specified herein and must implement and document appropriate controls. Suppliers to TRIAX must select their suppliers based on TRIAX expectation of zero defects, and on their capability to continually maintain robust processes throughout the life of the product.

4.4 Supplier Monitoring

The TRIAX Scorecard provides on-going assessment of quality and delivery performance. Suppliers should be aware of performance and ensure action plans are developed as applicable. As needed, TRIAX Quality Supervisor will contact the suppliers to review performance scores.

Scorecard categories monitor occurrences of late shipments, quality performance and customer issues. The scorecard is internal to TRIAX and we will provide the data as needed.

TRIAX utilizes a Supplier Corrective Action Report (SCAR) to resolve supplier performance issues (ex. quality, delivery, customer satisfaction, etc.).

A reported nonconformance is issued when TRIAX identifies material that fails to conform to applicable quality and delivery specifications.

Suppliers are expected to conduct business in an ethical manner. Attached herewith as Appendix 1 is the TRIAX Supplier Code of Conduct and Statement of Human Rights which outlines expectations.

TRIAX expects suppliers to commit to corporate responsibility in eliminated or reducing use of Conflict Minerals as defined by the SEC. TRIAX expectations are referenced in Appendix A Supplier Code of Conduct and Statement of Human Rights page 4 under the heading Conflict Minerals.

4.5 Verification of Supplier's Products and services at Supplier's premises.

When required, TRIAX shall have the right to verify that products or services supplied conform to specified requirements.

4.6 Supplier De-sourcing

If the event the supplier becomes undevelopable, TRIAX reserves the right to remove the supplier from the Approved Supplier List (ASL). Suppliers with unsatisfactory quality or delivery may lead to de-sourcing. If our attempts to correct problems per clause 5.0 Corrective Action Process are unsuccessful, then this may lead to removal as an approved supplier.

5.0 *Supplier Corrective Action*

5.1 Corrective Action Request

TRIAX will ask the Supplier to complete a corrective action for product non-conformance, late delivery, customer complaints, or failure to deliver required documents. This request will be emailed to the supplier from the Quality Supervisor or designate. A corrective action form will be required to be completed. The supplier can use their corrective action form or use the form that is sent by TRIAX with the notification.

5.2 Response Time

TRIAX expects the supplier to provide a containment response within 48 hours of the formal notification. Full response to the corrective action request is due within 10 business days of the formal request. Failure to meet timelines will result in escalation to TRIAX President. Completed forms are to be submitted by email to TRIAX Quality Supervisor.

6.0 *Documentation and Record Requirements*

6.1 Documentation

Suppliers shall have a process to control and maintain records. Records may include, but not limited to, material testing, certificates of conformance or analysis, employee training/competence, purchase orders and amendments, sub-supplier traceability records, internal quality records and any process conformance record.

Suppliers are required to provide shipping documentation of its product upon delivery. One packing slip must accompany each and every shipment/package/pallet to TRIAX.

6.2 PPAP Documentation or First Article Inspection Data (IF REQUIRED)

A Level 1 PPAP per the AIAG Production Part Approval Process standard is our minimum requirement. The requested documents must be submitted and received before first production shipment arrives. In the event First Article inspections are required, the supplier agrees to provide the proper agreed upon inspection data to TRIAX.

6.3 Certificate of Analysis/Certificate of Conformance

As required, provide a Certificate of Analysis (COA), with the product to be supplied for delivery. The COA must contain:

- The manufacturing date

- The expiration date

As required, provide a Certificate of Conformance (COC), with the product to be supplied for delivery. The COC must contain:

- Part Number
- Specifications relating to the process
- Serial numbers, as required

At the time of purchase order issue, follow all specified requirements for the product. It is the supplier's responsibility to ensure all supplied paperwork, test results and certificates are correct. Failure to do so may delay payment.

6.4 Product Safety and Safety Data Sheet (SDS) (IF REQUIRED)

The supplier is required to ensure their employees are aware any product safety concerns and communicate their contribution to product safety. The supplier is responsible for sending the Safety Data Sheet (SDS) annually. The supplier is to ensure the SDS has accurate information. TRIAX requires the shelf life to be identified on the SDS. Failure to do so may delay payment.

7.0 Purchasing

7.1 Quotes

All quotations shall include a piece or lot price, costs for packaging the item, and delivery cost when applicable.

7.2 Purchase Orders

Purchase orders are generated by TRIAX for any goods or services requested from a supplier. The purchase order will define the requirements for the following:

- Item Code(s) / Part Number(s)
- Description
- Required Date
- Quantity
- Unit Cost / Extended Cost
- Special Instructions (including any ITAR requirements)
- Counterfeit Part Protection
- TRIAX Job # (where applicable)

These purchase contracts constitute an offer of purchase, which may only be accepted subject to TRIAX standard Terms and Conditions of sale. Any expression of acceptance by the supplier, including shipment of product, will constitute acceptance of the Terms

and Conditions. No Terms or Conditions shall be changed unless specifically agreed upon in writing by TRIAX. Payment for any materials shall be net 30 days, unless otherwise specified. Freight shall be pre-paid unless otherwise specified.

7.3 Pricing

Supplier's invoice prices must match the purchase order price exactly to ensure timely payment. Any price changes must be agreed upon and documented in writing before they can go into effect. The purchase order defines the agreed price. Any price changes must be communicated in writing in advance of change. In the event there are invoice prices that do not match purchase order prices, the invoice will be corrected. Payment will be issued with a conforming invoice.

7.4 Delivery Responsibility and Cost

Packaging and Freight cost are included in the purchase price unless otherwise specified. Material in transit is the responsibility of the supplier unless otherwise agreed upon.

7.5 Supplier Contacts

The supplier shall communicate key contacts to TRIAX. Supplier to provide the applicable contact names, phone numbers, and email addresses for:

- CEO/President
- Plant Manager
- Quality Manager
- Sales Manager
- Logistics Manager
- 24-Hour / Emergency Contact

Annex A

Required References and Terms

The Automotive Industry Action Group (AIAG) has published several manuals that standardize procedures, reporting formats, and technical nomenclature required by the Automotive Industry and adopted in nonautomotive sectors. As a supplier for TRIAX, it is your responsibility to obtain a copy of each of the publications listed below as needed. Publications can be found at www.aiag.org or by phone at (248) 358-3003.

- Technical Specifications / ISO 9001:2015 / AS9100D Quality Management Systems
- Production Part Approval Process (PPAP)
- Statistical Process Control Reference Manual (SPC)
- Measurement Systems Analysis Reference Manual (MSA)
- Advanced Product Quality Planning and Control Plan Reference Manual (APQP)
- Potential Failure Mode and Effects Analysis Reference Manual (FMEA)

Terms & Definitions

Contract	Where the word contract is used it can relate to either a formal contract, agreement or a quotation.
Document	Where the word <i>document</i> or <i>documentation</i> is used, it can relate to either text document, email, drawing or computer file.
President	Executive Manager of TRIAX
Management Staff	Plant Manager, Operations Manager, Human Resources Manager, Engineering Manager, and Quality Manager, all of whom play a significant role in the day-to-day management of the company and the controls of projects. Each member of the Management staff may be responsible for several tasks associated with projects dependent on the workload of the company and the individual.
Record	A quality record may be in documented or electronic format
Responsibility	Where the phrase " <i>is responsible for</i> " or similar phrasing is used in this text, it implies that the required actions undertaken by the position holder or their delegate, and that each has the responsibility and authority to undertake the assigned task.
Signature	Where in the quality management system it states that a document is signed to indicate approval or acceptance, this implies that either a full signature or initials are acceptable.



Annex B

Supplier Acknowledgement

Supplier: _____

Address: _____

Send Via Email to: c.smith@triaxpm.com

Customer: TRIAX Precision Manufacturing LLC

Address: 911 Commerce Blvd., N.
Sarasota, FL 34243

Re: Supplier Quality Handbook Acknowledgement

To TRIAX Quality Assurance Supervisor:

As a supplier, we have read and understand our part in supplying TRIAX quality products and/or services. We agree to comply with all the specified requirements in the TRIAX Supplier Quality Manual.

By signing this acknowledgment, I have the authority for the organization that I represent to agree to the specified requirements including the Supplier Code of Conduct and the Statement of Human Rights.

Regards,

Signature

Printed Name

Title

Date



Appendix 1

Supplier Code of Conduct Statement of Human Rights

Throughout this Supplier Code of Conduct, and Statements of Human Rights, the terms “TRIAX,” “we,” and “our Company” means TRIAX Precision Manufacturing, LLC and all of their subsidiaries.

TRIAX is committed to upholding the highest standards in all our business dealings with our customers and providing high-quality products and services. Accordingly, we expect our suppliers and their directors, officers, employees, agents, representatives, and affiliates to comply with the requirements set forth in this Supplier Code of Conduct (the “Supplier Code”). This Supplier Code is not intended to be an exhaustive list of all ethical and business conduct requirements that suppliers must follow.

You must have controls, tools, and processes in place that (a) ensure compliance with applicable laws, regulations, and the requirements set forth herein; (b) facilitate prompt discovery, investigation, disclosure (to TRIAX and others, as appropriate), and remediation for violations of law, regulations, and the expectations set forth herein; and (c) train your directors, officers, employees, agents, representatives, and affiliates with respect to applicable laws, regulations, and the expectations set forth in herein.

The expectations set forth in this Supplier Code are not intended to conflict with the terms and conditions of your contracts with TRIAX. If a contract requirement is more restrictive than this Supplier Code, you must comply with the more restrictive contract requirement.

Compliance with Laws

We expect our suppliers to maintain full compliance with all laws and regulations applicable to their business. We also expect that suppliers who do business with the U.S. government or in support of U.S. government contracts (at any tier), except for suppliers that are providing only commercial items or are a small business as defined in Federal Acquisition Regulation 52.203-13, will maintain their own code of business ethics and conduct that meets the requirements set forth in Federal Acquisition Regulation 52.203-13.

Human Rights

Suppliers must comply with all applicable laws and regulations relating to labor including, without limitation, laws relating to maximum work hours, compensation, collective bargaining, and minimum wage. We expect our suppliers to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture.

Suppliers must not use child labor, forced labor, or human trafficking practices in their performance of work. The term “child” means any person under the minimum legal age for employment where the work is performed. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations. Suppliers must educate

employees on prohibited activities and discipline employees that violate the law or rules, and, if working on government contracts, notify the contracting officer of violations and actions taken against employees where required by the applicable acquisition regulations.

Employment Practices

A. Harassment

We expect our suppliers to ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

B. Non-discrimination

We expect our suppliers to provide equal employment opportunity to employees and applicants for employment, without regard to race, religion or belief, color, sex, national origin, age, military veteran status, sexual orientation, gender identity, marital or civil partnership status, pregnancy, genetic information, disability, each as recognized by the applicable law(s), or any other characteristic provided by law.

C. Substance Abuse

We expect our suppliers to maintain a workplace free from illegal use, possession, sale, or distribution of controlled substances. We further expect our suppliers to, at all times in the performance of work for TRIAX, comply with the applicable Department of Transportation, Federal Aviation Administration, and non-U.S. regulatory body rules governing the use of drugs and alcohol.

D. Retaliation

We expect our suppliers to have a zero tolerance policy with respect to intimidation or retaliation against anyone who in good faith raises a concern, makes a report, or cooperates in an investigation in connection with the matters set forth herein.

Anti-Corruption and Conflicts of Interest

A. Anti-Corruption

Our suppliers must comply with the anti-corruption laws, directives, and/or regulations that govern operations in the countries in which they do business, such as the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, and the Organization for Economic Cooperation and Development (OECD) Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, and associated implementing legislation. Suppliers shall not offer or pay bribes, kickbacks, or other similar payments to any person, organization, or government official to secure improper advantages. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. We expect our suppliers to exert due diligence to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the hiring of agents or representatives.

Our suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives, or others. The receipt, payment, and/or promise of monies or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is strictly prohibited. This prohibition applies even in locations where such activity may not violate local law.

B. Antitrust

Our suppliers must not engage in any pricing fixing, bid rigging, market allocation, predatory pricing, or other illegal competition practices. Further, suppliers must not exchange current,

recent, or future pricing information with competitors in violation of applicable antitrust or competition laws.

C. Gifts/Business Courtesies

We expect our suppliers to compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage. In any business relationship, our suppliers must ensure that the offering or receipt of any gift or business courtesy is permitted by law and regulation, and that these exchanges do not violate the rules or standards of the recipient's organization, and are consistent with reasonable marketplace customs and practices.

D. Conflicts of Interest

We expect our suppliers to avoid all conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with TRIAX. We expect our suppliers to provide notification to all affected parties in the event that an actual or potential conflict of interest arises. This includes a conflict between TRIAX's interests and (i) the personal or company interests of the supplier or (ii) the interests of the suppliers' directors, officers, employees, agents, representatives, and affiliates, or their respective close relatives, friends, or associates.

Record Keeping and Information Protection

A. Maintain Accurate Records

We expect suppliers to create and maintain fully accurate, auditable records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. Records should be retained based on the applicable retention requirements. Suppliers performing as U.S. government contractors (whether direct or indirect) must comply with the requirements in Federal Acquisition Regulation 4.703. Suppliers that are performing or fulfilling a U.S. government role in their prescribed work must comply with the records requirements of the affected agency and any relevant National Archives and Records Administration requirements that apply to that agency.

B. Information Use and Security

Suppliers must protect the confidential and proprietary information of others, including personal information, from unauthorized access, destruction, use, modification and disclosure, through appropriate physical and electronic security procedures. Such information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner of the information, including consent, in the case of personal data as defined by the EU General Data Protection Regulation (GDPR), of the data subject.

C. Data Privacy

Suppliers must comply with all applicable data privacy laws including but not limited to the GDPR, confidentiality agreements, and laws governing intellectual property rights, and must protect information (including personal data) from unauthorized access. To the extent suppliers control personal data or sensitive personal data of EU individuals as defined by the GDPR, suppliers must comply with the provisions of the GDPR by only using such personal data for the business purpose for which it was provided, implementing all necessary measures of security and confidentiality in order to protect this type of data, working with TRIAX to ensure the compliance with regulations governing the transfer of such data outside the EU, to delete such data at the expiry of any retention periods agreed to between the supplier and TRIAX and to reply to any request from data subjects.

D. Intellectual Property Rights

Suppliers must comply with all laws and regulations, as well as any contractual provisions between the parties, that protect the intellectual property rights of TRIAX and its customers across all jurisdictions in which TRIAX and/or the supplier operates.

E. Cybersecurity Incidents

If a supplier becomes aware of a cybersecurity incident that impacts TRIAX, the security of its information, or the security of any personal data covered by the GDPR, the supplier must promptly contact the TRIAX Offices as set forth under Compliance with the Supplier Code and Contact Information, below.

Environment, Health, and Safety

We expect our suppliers to operate in a manner that actively manages risks and hazards (including from regulatory non-compliance and reputational loss), conserves natural resources, and protects the environment.

We expect our suppliers to comply with all applicable environmental, health and safety laws, regulations, and directives. Suppliers should protect the health, safety, and welfare of their people, visitors, customers, and others who may be affected by their activities including the general public.

Global Trade Compliance

A. Security

Suppliers are encouraged to implement the World Customs Organization SAFE Framework of Standards to Secure and Facilitate Global Trade (WCO SAFE Framework) to ensure the security of their supply chains. Global supply chain security programs such as the U.S. Customs-Trade Partnership Against Terrorism and EU Authorized Economic Operators are examples of supply chain security programs that have adopted the WCO SAFE Framework standards.

B. Import and Export

We expect our suppliers to ensure that their business practices are in accordance with all applicable laws, directives, and regulations governing the import, export, and re-export of parts, components, technical data, and provision of services.

C. Anti-Boycott

Our suppliers must not participate in, cooperate with, or further the cause of any unsanctioned foreign economic boycott, in accordance with the 1977 Export Administration Act and the 1976 Tax Reform Act.

Conflict Minerals

Suppliers must adhere to federal laws and regulations requiring reporting companies to make specialized disclosure and conduct due diligence concerning their use of conflict minerals that may have originated in the Democratic Republic of the Congo or an adjoining country. Conflict minerals include cassiterite, columbite-tantalite, gold and wolframite, or their derivatives (tantalum, tin, and tungsten). Under the Securities Exchange Act of 1934, reporting companies (such as TRIAX) that manufacture or contract to manufacture products that contain conflict minerals must conduct due diligence on the source and chain of custody of the applicable conflict minerals. We expect our suppliers to develop due diligence processes to meet our obligations to ensure that all products are responsibly manufactured. For more information on conflict minerals, please see our Conflict Minerals Policy.

Quality

Suppliers must take due care to ensure their work product meets TRIAX's and TRIAX's customers' applicable quality standards. We expect our suppliers to have in place quality assurance processes to identify defects and implement corrective actions, notify TRIAX of any non-conformances in a timely manner, and facilitate the delivery of products and services with quality meeting or exceeding the contract requirements.

We expect our suppliers to develop, implement, and maintain methods and processes appropriate to their products to minimize the risk of introducing counterfeit parts and materials into deliverable products. Effective processes should be in place to detect counterfeit parts and materials, provide notification to recipients of counterfeit product(s) when warranted, and exclude them from the delivered product.

Compliance with the Supplier Code and Contact Information

Each TRIAX supplier is responsible for understanding and complying with this Supplier Code. If a supplier has concerns or questions regarding any matters discussed herein or other ethical or legal compliance issues, the supplier should contact the TRIAX Precision Manufacturing Offices at (941) 360-1150

Further, suppliers may confidentially report matters to:

Michael McKee – President
911 Commerce Blvd., N., Sarasota, FL 34243
Office: +1 941.360.1150
Mobile: +1 941.773.7030
<https://www.triaxpm.com>
m.mckee@triaxpm.com

TRIAX reserves the right (and you will permit TRIAX) to assess your compliance with the expectations set forth in this Supplier Code by conducting reasonable on-site audits of your facilities or reviewing related documentation and records. TRIAX does not assume any duty or responsibility to ensure compliance with this Supplier Code; instead, you acknowledge that you are solely responsible for full compliance with this Supplier Code, applicable laws, and regulations by your directors, officers, employees, agents, representatives, and affiliates.