



COYOTE CUTTER'S, INC. - VENDOR TERMS AND CONDITIONS

Coyote Cutter's, Inc., (CCI) mission is to manufacture quality, certifiable, and traceable parts for our end-users. We steadfastly pursue our mission with a foundation of strong ethics to guide our business decisions. All CCI employees, especially those involved in sourcing, purchasing, and receiving goods and services from suppliers, must ensure that our suppliers also operate to high standards regarding the treatment of employees and the ethical operation of their businesses.

A strong ethical culture enables the exercise of high-quality judgment, thus ensuring the strength and successful functioning of both CCI and our suppliers for the long term.

We expect our suppliers to share in our commitment to conducting business honestly and with transparency. Fundamentally, suppliers must honor business obligations as agreed upon, and manage unanticipated events in a proactive, timely, and transparent manner.

CCI suppliers must be good citizens in their location. Suppliers must comply with all applicable laws and regulations, treating these requirements as a minimum standard for operations. CCI will not do business with suppliers who violate our Supplier Code of Conduct.

This Code establishes CCI expectations for 1) health and safety, 2) fair employment practices, 3) ethical and fair business practices, 4) proprietary information, 5) environmental stewardship, and 6) record keeping.

1. Health and Safety

Suppliers must provide employees with a safe, clean, and healthy work environment. Suppliers must provide safety equipment, establish comprehensive safety rules, and conduct training to safeguard employees from recognized hazards. Workspaces should provide good air quality, lighting, and water. U.S. based suppliers must comply with all applicable OSHA standards and regulations.

2. Fair Employment Practices

All suppliers must ensure that human rights are upheld within their businesses. Suppliers must ensure that the employer-employee relationship is fair and voluntary, providing just benefit to both parties. All suppliers must adhere to the following requirements:

No Child or Prison Labor – Child or prison labor must not be used in any stage of a supplier's business. Suppliers are prohibited from using indentured or prison labor, or receiving services from vulnerable persons by means of force or coercion. All work must be voluntary.

Anti-Discrimination and Fair Treatment – Suppliers should treat their employees with respect. Unlawful discrimination, harassment, or abuse of any kind is not permitted. Hiring and employment actions should be made based solely on the knowledge, skill, and performance of the workers.

Wages, Work Hours, and Benefits – Suppliers should compensate their employees with wages, overtime pay, and benefits that meet or exceed legal minimum standards. Employees should be paid in a timely, regular manner. Work schedules and overtime must be compliant with all applicable



laws, including maximum hours and rest period laws. If there are no legal minimum standards in a particular jurisdiction, suppliers should ensure that compensation and benefits are at least comparable to those at similar companies in the local area or to prevailing industry norms.

3. Ethical and Fair Business Practices

CCI complies with applicable federal, state, and local laws and regulations in every facet of our business. We expect our suppliers to do the same. Moreover, we enjoy the technical and business challenges of our industry. Therefore, we expect to participate in an environment that protects the competitive nature of our business and that of companies with whom we do business. Suppliers must adhere to the following standards:

No Bribes, Kickbacks, or Other Unfair Influence – CCI has a zero-tolerance policy for corruption. Suppliers must comply with all anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act. Suppliers are prohibited from offering or accepting bribes, kickbacks, or favors in dealing with all levels of CCI employees. Suppliers must not directly or indirectly give or receive improper business advantage by giving or receiving anything of value in exchange for preferential treatment.

Pro-Competitive Business Practices – Suppliers will comply with all applicable antitrust and competition laws and will conduct their business in a pro-competitive fashion. The following practices are strictly prohibited: unlawfully restraining competition, collusive bidding, price fixing, price discrimination, improper market allocation, falsification of documents, and any other unfair trade practice in violation of antitrust laws.

4. Protection of Proprietary Information

Suppliers and potential suppliers may receive proprietary CCI information. Proprietary information is generally not available to the public. It may include, but is not limited to, part specifications; technical drawings, descriptions, and data; research findings; products; software and code; processes; formulas; and pricing. Suppliers must not use CCI proprietary information, except as required to evaluate our proposed business relationship or to execute on a contract with CCI. Suppliers must not reverse-engineer or attempt to derive the composition or underlying information, structure, or ideas of any proprietary information.

Suppliers must safeguard CCI proprietary information to ensure that it is not willfully or negligently exposed to other companies. Suppliers must promptly notify CCI about any unauthorized disclosure or use of proprietary information.

When asked by CCI, suppliers must promptly return all proprietary information and all copies, extracts, and other work/items in which proprietary information may be contained or embodied.



5. Environmental Stewardship

Suppliers must fully comply with all applicable environmental laws and regulations and should strive to conduct their operations in an environmentally sensitive manner. CCI will give preference to suppliers who are environmentally conscious.

Environmental Permits – Suppliers must obtain and keep current all required environmental permits. Suppliers will also comply with any applicable operational or environmental reporting requirements.

Pollution Prevention and Resource Reduction – Suppliers should reduce waste and usage of all types by implementing appropriate conservation measures in their operations. Improvement plans for waste reduction, recycling, energy conservation and greenhouse gas mitigation policies should be in place, along with demonstrable evidence of implementation.

6. Record Keeping and Compliance Requirements

CCI expects suppliers to maintain accurate and honest business records, including record of competence and training. This helps us make responsible business decisions and disclose truthful, timely information to our stakeholders. Upon request, suppliers will provide CCI with information relevant to the purchase order and any technical and financial performance of the contract as needed to support invoices.

Suppliers must disclose, on request, the location of facilities and known origins of materials to enable traceability.

Suppliers should have adequate monitoring and record keeping systems to ensure compliance with this Supplier Code of Conduct. CCI reserves the right to monitor, review, and verify compliance with this Supplier Code of Conduct. CCI reserves the right to terminate any agreement or arrangement with supplier if compliance with this Supplier Code of Conduct cannot be demonstrated.

7. Counterfeit Parts Prevention

Suppliers shall develop, implement, and maintain effective methods and processes appropriate to their products to detect and prevent the use or delivery of counterfeit, suspect counterfeit, or unapproved parts and materials. Suppliers must ensure traceability of all components and materials to the original manufacturer, and shall provide documentation verifying authenticity upon request.

If a supplier becomes aware of counterfeit or suspect counterfeit parts in the supply chain, they must immediately notify CCI in writing and take appropriate containment and corrective actions. CCI reserves the right to quarantine, reject, or return any suspect items at the supplier's expense.

Suppliers shall flow down counterfeit parts prevention requirements to their sub-tier suppliers and maintain records demonstrating compliance.



ADDITIONAL GOVERNANCE REQUIREMENTS

- i. Supplier SHALL ensure the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
- ii. Supplier SHALL notify the CCI Buyer, within 5 business days of discovery of ANY non Conformance of CCI product discovered during processing or after delivery to CCI.
- iii. Supplier SHALL notify the CCI Buyer, within 5 business days of notification of ANY change of certification (e.g., Nadcap, AS9100, ISO9001, ISO17025, etc.) status (suspended, protest, appeal, revoked, etc.)
- iv. Retained records shall be destroyed at the expiration of the retention period. Retention period for all quality records is 10 years.
- v. Material/Processor Deliverables: Manufacturer certification (Mill cert) with MFG heat/lot number for all raw materials used in the manufacture of delivered parts to be provided with each shipment sent to CCI. Processor Certification of Conformance to be provided to CCI shall include: PO no., Job No., part no., part rev., qty of parts processed and process detail.
- vi. Requirements: Rated orders take precedence over all unrated orders as necessary to meet required delivery dates. Among rated orders, DX rated orders take precedence over DO rated orders. Persons receiving rated orders must give them preferential treatment as required by this part. All rated orders must be scheduled to the extent possible to ensure delivery by the required delivery date. See 15 CFR 700 for additional requirements. Check PO for actual rating (e.g., DX, DX-A4, DO, etc.)
- vii. The Vendor agrees to ensure the goods and/or services provided shall:
 - a. correspond with the quantity, type, sort, quality, and description defined in the purchase order, purchase order requirements and/or purchase order notes;
 - b. meet performance standards, benchmarks, and delivery schedule specified via Vendor quote to CCI;
 - c. be of satisfactory quality (as defined by the Sale of Goods Act 1979) and fit for any purpose specified by the Vendor or specified to the Vendor by CCI;
 - d. where applicable, be free from defects in design, materials and workmanship and remain so for a period of 12 (twelve) months from the delivery date;
 - e. comply with all applicable statutory, legal, and regulatory requirements relevant to the manufacturing, production, labeling, packaging, storage, handling, and delivery of the specified goods.
- viii. Should the goods and/or services provided fail to comply with the CCI purchase order and/or submitted instructions, CCI may, at its option, either return the goods to the Vendor at the Vendor's own expense and risk of loss; reject the goods and/or services at the seller's risk; require the Vendor to replace the goods or re-perform the services; accept in whole or part such goods and/or services supplied by the Vendor without prejudice to or limitation of any rights held by CCI to claim damages or other compensation for loss, damage, or material failure suffered as a result of the Vendor's failure to comply with these terms and conditions.



COYOTE CUTTER'S, INC. - VENDOR TERMS AND CONDITIONS

Coyote Cutter's, Inc., (CCI) mission is to manufacture quality, certifiable, and traceable parts for our end-users. We steadfastly pursue our mission with a foundation of strong ethics to guide our business decisions. All CCI employees, especially those involved in sourcing, purchasing, and receiving goods and services from suppliers, must ensure that our suppliers also operate to high standards regarding the treatment of employees and the ethical operation of their businesses.

A strong ethical culture enables the exercise of high-quality judgment, thus ensuring the strength and successful functioning of both CCI and our suppliers for the long term.

We expect our suppliers to share in our commitment to conducting business honestly and with transparency. Fundamentally, suppliers must honor business obligations as agreed upon, and manage unanticipated events in a proactive, timely, and transparent manner.

CCI suppliers must be good citizens in their location. Suppliers must comply with all applicable laws and regulations, treating these requirements as a minimum standard for operations. CCI will not do business with suppliers who violate our Supplier Code of Conduct.

This Code establishes CCI expectations for 1) health and safety, 2) fair employment practices, 3) ethical and fair business practices, 4) proprietary information, 5) environmental stewardship, and 6) record keeping.

1. Health and Safety

Suppliers must provide employees with a safe, clean, and healthy work environment. Suppliers must provide safety equipment, establish comprehensive safety rules, and conduct training to safeguard employees from recognized hazards. Workspaces should provide good air quality, lighting, and water. U.S. based suppliers must comply with all applicable OSHA standards and regulations.

2. Fair Employment Practices

All suppliers must ensure that human rights are upheld within their businesses. Suppliers must ensure that the employer-employee relationship is fair and voluntary, providing just benefit to both parties. All suppliers must adhere to the following requirements:

No Child or Prison Labor – Child or prison labor must not be used in any stage of a supplier's business. Suppliers are prohibited from using indentured or prison labor, or receiving services from vulnerable persons by means of force or coercion. All work must be voluntary.

Anti-Discrimination and Fair Treatment – Suppliers should treat their employees with respect. Unlawful discrimination, harassment, or abuse of any kind is not permitted. Hiring and employment actions should be made based solely on the knowledge, skill, and performance of the workers.

Wages, Work Hours, and Benefits – Suppliers should compensate their employees with wages, overtime pay, and benefits that meet or exceed legal minimum standards. Employees should be paid in a timely, regular manner. Work schedules and overtime must be compliant with all applicable



laws, including maximum hours and rest period laws. If there are no legal minimum standards in a particular jurisdiction, suppliers should ensure that compensation and benefits are at least comparable to those at similar companies in the local area or to prevailing industry norms.

3. Ethical and Fair Business Practices

CCI complies with applicable federal, state, and local laws and regulations in every facet of our business. We expect our suppliers to do the same. Moreover, we enjoy the technical and business challenges of our industry. Therefore, we expect to participate in an environment that protects the competitive nature of our business and that of companies with whom we do business. Suppliers must adhere to the following standards:

No Bribes, Kickbacks, or Other Unfair Influence – CCI has a zero-tolerance policy for corruption. Suppliers must comply with all anti-corruption and anti-bribery laws, including the U.S. Foreign Corrupt Practices Act. Suppliers are prohibited from offering or accepting bribes, kickbacks, or favors in dealing with all levels of CCI employees. Suppliers must not directly or indirectly give or receive improper business advantage by giving or receiving anything of value in exchange for preferential treatment.

Pro-Competitive Business Practices – Suppliers will comply with all applicable antitrust and competition laws and will conduct their business in a pro-competitive fashion. The following practices are strictly prohibited: unlawfully restraining competition, collusive bidding, price fixing, price discrimination, improper market allocation, falsification of documents, and any other unfair trade practice in violation of antitrust laws.

4. Protection of Proprietary Information

Suppliers and potential suppliers may receive proprietary CCI information. Proprietary information is generally not available to the public. It may include, but is not limited to, part specifications; technical drawings, descriptions, and data; research findings; products; software and code; processes; formulas; and pricing. Suppliers must not use CCI proprietary information, except as required to evaluate our proposed business relationship or to execute on a contract with CCI. Suppliers must not reverse-engineer or attempt to derive the composition or underlying information, structure, or ideas of any proprietary information.

Suppliers must safeguard CCI proprietary information to ensure that it is not willfully or negligently exposed to other companies. Suppliers must promptly notify CCI about any unauthorized disclosure or use of proprietary information.

When asked by CCI, suppliers must promptly return all proprietary information and all copies, extracts, and other work/items in which proprietary information may be contained or embodied.



5. Environmental Stewardship

Suppliers must fully comply with all applicable environmental laws and regulations and should strive to conduct their operations in an environmentally sensitive manner. CCI will give preference to suppliers who are environmentally conscious.

Environmental Permits – Suppliers must obtain and keep current all required environmental permits. Suppliers will also comply with any applicable operational or environmental reporting requirements.

Pollution Prevention and Resource Reduction – Suppliers should reduce waste and usage of all types by implementing appropriate conservation measures in their operations. Improvement plans for waste reduction, recycling, energy conservation and greenhouse gas mitigation policies should be in place, along with demonstrable evidence of implementation.

6. Record Keeping and Compliance Requirements

CCI expects suppliers to maintain accurate and honest business records. This helps us make responsible business decisions and disclose truthful and timely information to our stakeholders. Upon request, suppliers will provide CCI with information relevant to the technical and financial performance of the contract and needed to support invoices.

Suppliers must disclose, on request, the location of facilities and known origins of materials to enable traceability.

Suppliers should have adequate monitoring and record keeping systems to ensure compliance with this Supplier Code of Conduct. CCI reserves the right to monitor, review, and verify compliance with this Supplier Code of Conduct. CCI reserves the right to terminate any agreement or arrangement with supplier if compliance with this Supplier Code of Conduct cannot be demonstrated.

ADDITIONAL GOVERNANCE REQUIREMENTS

- i. Supplier SHALL ensure the right of access by the organization, their customer, and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain.
- ii. Supplier SHALL notify the CCI Buyer, within 5 business days of discovery of ANY non Conformance of CCI product discovered during processing or after delivery to CCI.
- iii. Supplier SHALL notify the CCI Buyer, within 5 business days of notification of ANY change of certification (e.g., Nadcap, AS9100, ISO9001, ISO17025, etc.) status (suspended, protest, appeal, revoked, etc.)
- iv. Retained records shall be destroyed at the expiration of the retention period. Retention period for all quality records is 10 years.
- v. Material/Processor Deliverables: Manufacturer certification (Mill cert) with MFG heat/lot number for all raw materials used in the manufacture of delivered parts to be provided with each shipment sent to CCI. Processor Certification of Conformance to be provided to CCI shall include: PO no., Job No., part no., part rev., qty of parts processed and process detail.



- vi. Requirements: Rated orders take precedence over all unrated orders as necessary to meet required delivery dates. Among rated orders, DX rated orders take precedence over DO rated orders. Persons receiving rated orders must give them preferential treatment as required by this part. All rated orders must be scheduled to the extent possible to ensure delivery by the required delivery date. See 15 CFR 700 for additional requirements. Check PO for actual rating (e.g., DX, DX-A4, DO, etc.)

- vii. The Vendor agrees to ensure the goods and/or services provided shall:
 - a. correspond with the quantity, type, sort, quality, and description defined in the purchase order, purchase order requirements and/or purchase order notes;
 - b. meet performance standards, benchmarks, and delivery schedule specified via Vendor quote to CCI;
 - c. be of satisfactory quality (as defined by the Sale of Goods Act 1979) and fit for any purpose specified by the Vendor or specified to the Vendor by CCI;
 - d. where applicable, be free from defects in design, materials and workmanship and remain so for a period of 12 (twelve) months from the delivery date;
 - e. comply with all applicable statutory, legal, and regulatory requirements relevant to the manufacturing, production, labeling, packaging, storage, handling, and delivery of the specified goods.

- viii. Should the goods and/or services provided fail to comply with the CCI purchase order and/or submitted instructions, CCI may, at its option, either return the goods to the Vendor at the Vendor's own expense and risk of loss; reject the goods and/or services at the seller's risk; require the Vendor to replace the goods or re-perform the services; accept in whole or part such goods and/or services supplied by the Vendor without prejudice to or limitation of any rights held by CCI to claim damages or other compensation for loss, damage, or material failure suffered as a result of the Vendor's failure to comply with these terms and conditions.

**This form serves as compliance to AS9100D, 8.4.3 and is provided to all suppliers as per CCI, 2.0 Purchasing-Receiving.*

-Terms: Supplier and Vendor, may be used interchangeably.