



NTL INDUSTRIES, INC.

AS9100D:2016-09

SUPPLIER QUALITY MANUAL

1. GENERAL

At NTL Industries we recognize the critical role quality assurance plays in our success. Our goal is to ensure our customers the highest quality products and services. Our attainment of this goal is dependent on the quality of materials and products from our supply chain. NTL Industries aims to establish long-term strategic relationships with Suppliers who can meet or exceed the requirements set forth.

We expect all materials and products received to be 100% compliant with our requirements.

1.1. PURPOSE & APPLICABILITY

This manual serves as a guide for Suppliers to understand our quality management requirements, ensuring compliance with all applicable regulations and standards while maintaining consistency in product quality and performance. The requirements stated herein do not precede any conflicting requirements specified on the purchase order or drawing, including any relevant engineering and process specifications.

The purchase order issued by NTL Industries shall contain all specific information, including but not limited to:

- The requirements of the processes, products, or services being provisioned
Examples: identity, description, part numbers, quantities, delivery schedule
- Identification of all technical data requirements
Examples: standards, specifications, drawings, process requirements, instructions

This document applies to all Suppliers including raw material suppliers, component manufacturers, service providers, and, when applicable, to Suppliers' sub-tier sources.

NTL Industries holds the authority to grant final approval for all products, processes, procedures, and equipment related to purchase orders issued.

1.2. ACKNOWLEDGEMENT & ACCEPTANCE

The given requirements, purchase order criteria, and any accompanying attachments or exhibits form the complete procurement proposal offered by NTL Industries. Fulfilling any part of the purchase order, such as supplying material, initiating work, or accepting payment, shall constitute the Supplier's acknowledgment and commitment to compliance. Any conditions suggested by the Supplier that conflict with or add to these shall be considered null and void; unless agreed to in writing by both parties.

2. SUPPLIER REQUIREMENTS

2.1. QUALITY SYSTEM

In addition to the requirements of this manual, all Suppliers of NTL Industries must meet one of the following minimum quality system requirements:

Registration to ISO 9001, AS9100, IATF 16949, 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. Certification is preferred.

Any deviation from this requirement requires the approval of an NTL Industries management representative. Suppliers must immediately inform NTL Industries of any changes in certification status.

2.1.1 QUALITY MANUAL & PROCEDURES

Suppliers will provide NTL Industries and its customers with all quality documentation, including quality manual and procedures, upon request.

2.2 IDENTIFICATION, TRACEABILITY, & RETENTION

Suppliers are responsible for verifying that all technical data referenced in the purchase order is properly identified and corresponds to the revision level specified.

2.2.1 DOCUMENTATION

As defined in the purchase order, the supplier shall provide all requisite documentation for qualification purposes. This documentation shall verify the quality and acceptability of the product, material, or process against the established requirements.

2.2.2 CERTIFICATE OF CONFORMANCE

At a minimum, when requested, Suppliers will provide a Certificate of Conformance with each shipment to NTL Industries. The following information must be included on the certificate:

- NTL Industries purchase order associated with the shipment
- Drawing # and revision level with description (when applicable)
- Statement of conformance to all required specifications and their revision level.
- Sign off by supplier representative who is responsible for quality assurance.

2.2.3 QUALITY ASSURANCE RECORD RETENTION

All records related to the purchase order provided to NTL Industries, including inspection reports, test reports, material certifications, and process certifications (indicative list), must be stored for at least 10 years from completion.

2.3 CONTROL OF SUB-TIER SUPPLIERS

Suppliers are responsible for ensuring that their sub-tier suppliers comply with all the requirements stipulated in the purchase order and this manual. Such information shall be communicated thoroughly.

Suppliers are responsible for adhering to NTL Industries' customer-designated suppliers when applicable.

2.4 CHANGES IN PRODUCT, PROCESS, SUPPLIERS, OR LOCATION

NTL Industries prohibits any change or deviation from the purchase order unless communicated prior and approved in writing by an authorized representative.

2.5 CALIBRATION REQUIREMENTS

All measuring and test equipment used to inspect/verify products, materials, or processes supplied to NTL Industries shall be calibrated using standards that have accuracy traceable to NIST.

2.6 RIGHT OF ACCESS

To ensure conformance, NTL Industries, its designated customers, and any applicable regulatory authorities, upon reasonable notice, shall have the right of access to all Supplier and sub-tier Supplier facilities contributing to the execution of the purchase order. For example source inspections, process verification, site surveillance, sampling, and 2nd & 3rd party audits.

3. SUPPLIER PERFORMANCE MONITORING

NTL Industries evaluates all suppliers' performance continuously. The frequency of evaluations is subject to the discretion of the management team.

3.1. PERFORMANCE CRITERIA

Supplier performance is based on meeting agreed-upon delivery timelines and consistently delivering

work that meets our quality standards. Suppliers who fall short of these expectations may receive a nonconformance outlining the necessary improvements.

3.2. NONCONFORMANCES

Suppliers are required to take necessary measures to identify and manage any non-conformities. Prior approval from NTL Industries is mandatory before shipping or disposing of nonconforming materials or products. Any nonconforming material or product shipped without authorization is subject to return at the supplier's expense.

3.3. SUPPLIER CORRECTIVE ACTION REPORT (SCAR)

Upon identification of nonconformances, late deliveries, customer complaints, or missing documentation, NTL Industries may request the supplier to complete a Supplier Corrective Action Report. Completion of the report is required.

3.3.1 RESPONSE TIME

The full response to a corrective action request is required within 10 business days of the formal request. Failure to comply may result in Supplier de-sourcing.

4. SUPPLIER COMPLIANCE REQUIREMENTS

4.1. EMPLOYEE TRAINING & AWARENESS

All Suppliers are responsible for ensuring that their employees are educated in their contributions to product safety and conformity and the importance of ethical behavior such as:

- Knowledge of requirements
- Addressing and containing nonconformances
- Compliance with processes

4.2. COUNTERFEIT PARTS PREVENTION

Suppliers shall implement an acceptable process for the prevention of counterfeit parts. All employees responsible for purchasing and receiving must be trained in avoiding, detecting, mitigating, and disposing of counterfeit parts. Furthermore, Suppliers will verify that only authentic materials and products are provided to NTL Industries.

4.3. CONFIDENTIALITY & INFORMATION PROTECTION

All information received from NTL Industries by Suppliers shall be considered confidential. No disclosure of this information to any third party shall be authorized without prior written consent from NTL Industries.

4.4. EXPORT CONTROL/EXPORT CONTROLLED TECHNICAL DATA

Suppliers shall comply with all applicable U.S. export control laws and regulations when export controlled products, materials, technical data, software, or other information are involved in the performance of an NTL Industries purchase order. Applicable export control requirements shall be identified and flowed down through the purchase order, contract, drawing, specification, technical data, and/or other applicable contractual documentation. Suppliers shall protect export controlled information from unauthorized access, disclosure, transfer, release, or reproduction and shall restrict access to authorized personnel and parties as permitted by the applicable authorization or exemption. Suppliers shall comply with all applicable licensing, authorization, registration, recordkeeping, and any other requirements imposed by the applicable export control regulations. Suppliers shall flow down applicable export control requirements to affected sub-tier suppliers and subcontractors.

4.5 CYBERSECURITY REQUIREMENTS

When applicable to the purchase order, contract, or information provided for performance, suppliers shall comply with all applicable U.S. Government cybersecurity requirements.

Where applicable, the following DFARS clauses shall be flowed down to subcontractors and suppliers in their entirety, without alteration, except as permitted by the applicable clause:

- DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting
- DFARS 252.204-7020, NIST SP 800-171 DoD Assessment Requirements
- DFARS 252.204-7021, Contractor Compliance With the Cybersecurity Maturity Model Certification Level Requirements

Suppliers shall implement and maintain the cybersecurity safeguards, assessment requirements, incident reporting requirements, and CMMC requirements applicable to the information and contractual obligations being performed. Where a supplier will receive, process, store, or transmit Federal Contract Information (FCI), Controlled Unclassified Information (CUI), Covered Defense Information (CDI), or other controlled information, the supplier shall maintain the level of cybersecurity compliance required by the applicable contract, purchase order, or flowed-down requirement.

Suppliers shall not further disclose, transfer, or provide access to FCI, CUI, CDI, export-controlled information, or other controlled information except as authorized by the applicable contract, purchase order, law, regulation, or written authorization. Suppliers shall notify NTL Industries promptly of any actual or suspected cybersecurity incident, unauthorized access, disclosure, loss, or compromise involving information received from NTL Industries or information provided for performance of an NTL Industries purchase order. Where a DFARS clause requires further flowdown, the supplier shall include the applicable clause and requirements in its subcontracts and other contractual instruments as required by the applicable DFARS clause.

Acknowledgement & Acceptance

The undersigned Supplier acknowledges that it has received, read, and understands the NTL Industries, Inc. Supplier Quality Manual (AS9100D:2016-09) and agrees to comply with all applicable requirements contained therein.

The Supplier further acknowledges that:

- The requirements of the Supplier Quality Manual, together with the purchase order and any accompanying drawings, specifications, or other contractual documents, form the complete set of quality requirements for work performed for NTL Industries.
- Job-specific requirements are identified on the purchase order and associated documents and take precedence over any conflicting general statements in the Supplier Quality Manual.
- Fulfillment of any part of a purchase order (including supplying material, initiating work, or accepting payment) constitutes acceptance of these requirements.
- Any conditions proposed by the Supplier that conflict with or add to these requirements are null and void unless agreed to in writing by an authorized representative of NTL Industries.
- The Supplier is responsible for flowing down applicable requirements to its sub-tier suppliers

Company

Authorized Signature

Printed Name

Title

Date