

417 South Clark Drive Tempe, AZ 85281

ANM-2042 Supplemental Purchase Order Conditions (SPOC)

1. SPOC GENERAL REQUIREMENTS

- 1.1. The Quality Assurance Procurement Requirements stipulated by this document are an integral part of the purchase order. Materials received, which do not conform to the provisions of the order will be subject to rejection or such other measures as may be deemed necessary by the Operations Manager, Quality Assurance or a designee.
- 1.2. By entering into a business relationship with Anmark, suppliers acknowledge and agree to comply with the provisions outlined in this document. These requirements must be met in order to maintain a positive and long-term partnership with Anmark. Suppliers must become acquainted with the contents of this document and ensure that their employees, subcontractors, and agents are aware of and comply with these requirements.
- 1.3. These requirements are in addition to any existing contractual agreements or obligations between Anmark and its suppliers, and they do not waive or replace any legal or regulatory requirements imposed by applicable laws, regulations, or standards. Suppliers are expected to comply with the stricter requirement when local laws or regulations conflict with the provisions of this policy.
- 1.4. Failure to comply with the provisions of these requirements may result in a variety of consequences, including but not limited to the termination of the supplier relationship, suspension of business operations, or legal action, as Anmark deems appropriate. Anmark may also conduct audits, inspections, or other assessments to ensure that suppliers are meeting these requirements.
- 1.5. Anmark reserves the right to review and update these requirements on a regular basis to reflect changes in laws, regulations, industry standards, or business needs. Suppliers are encouraged to review these requirements for changes before accepting Anmark Purchase Orders.
- 1.6. Suppliers are encouraged to contact the designated Anmark representative for clarification or guidance on any aspect of these requirements.
- 2. <u>RIGHT OF ENTRY</u> ANMARK, LLC., its customer(s), prime customer(s) or regulatory agencies shall be allowed right of entry to the supplier's facility to verify work, records or material upon request.
- 3. <u>RECORD RETENTION</u>— Where there is no defined retention period for a record, it will be kept at a minimum of (2) years unless otherwise noted.
 - 3.1. Quality records will be retained:
 - 3.1.1. 40 years after date of processing for Flight Safety Parts, Safety Parts, Flight Critical Parts.
 - 3.1.2. 10 Years after date of processing or end of contract for all other parts.
- APPROVED SUPPLIERS

 Suppliers and Subcontractors used by the Supplier are to be on ANMARK, LLC's. Approved Supplier

 List. Supplier must maintain a list of approved suppliers.
- 5. <u>END-USE REQUIREMENTS</u>— For Honeywell product, the Supplier's Quality System must comply with the current revision of the Honeywell SPOC Manual. For UTC Product, the Supplier's Quality System must comply with the current revision of ASOR-01.
- 6. <u>CERTIFICATION</u> A signed statement is required certifying the shipment of product is in full compliance with the purchase order requirements. When delivered items are manufactured from ANMARK-furnished material, include on the Certification of Compliance a statement that parts have been produced with material furnished on P.O. Number XXXXX. For material that is furnished by the supplier, include a copy of the chemical/physical material certification with the shipment. Also include certification for any processing or NDT performed by the supplier. All certifications must be of a quality that will allow for legible reproduction.
- 7. <u>SUPPLIER QUALITY SYSTEM</u>—The supplier shall have in effect a quality control system that complies with the latest revision of the AS9100 and/or ISO9001 standards and a calibration system that complies with the latest revision of the ISO10012-1 and/or ISO/IEC 17025 standards to the extent necessary to fulfill the purchase order requirements. Evidence of the Quality System shall be provided upon request.
 - 7.1. The supplier shall ensure that persons / employees are aware of:
 - Their contribution to product or service conformity,
 - Their contribution to product safety and,
 - Their contribution to the importance to ethical behavior.
- 8. NONCONFORMING PRODUCT ANMARK, LLC. must be notified immediately of suspected nonconforming product. The supplier shall not make any "use-as-is" or "repair" disposition of nonconforming product. Any rework (to original blueprint requirements) must be approved in advance, in writing. Any nonconforming material shall be identified and segregated

Page 1 of 3

ANM-2042 Supplemental Purchase Order Conditions (SPOC)

Original Document Date: 06/14/2012

Revision Date: 04/19/25



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prior to shipment. Articles deemed scrap must be clearly indentified and rendered unusable unless otherwise instructed in writing. Corrective action to prevent recurrence of the nonconforming condition is required for all nonconforming material. NOTE: See also 17 below.

- 9. PRODUCT DEFINITION— When specifically required by the purchase order, the supplier shall submit process planning and/or first articles for inspection. Once established and approved by the ANMARK, LLC. quality assurance department, any changes to the process planning must be communicated in advance and approval for the changes must be obtained prior to implementation.
- 10. <u>SUB-TIER SUPPLIER FLOW-DOWN REQUIREMENTS</u>— The supplier agrees to flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics, where required. End-use requirements must be completely flowed down to any sub-tier supplier, in addition to any applicable Export Control statements.
- 11. <u>COUNTERFEIT PARTS</u> The supplier agrees to prevent the use of counterfeit parts. Refer to Section 8.1.4 of the AS9100D and/ or ISO 9001:2015 Standard for details.
- 12. CHANGES THAT MAY AFFECT QUALITY The supplier agrees to notify ANMARK, LLC. Quality Representative prior to implementing changes that may affect quality. This includes changes in ownership, management, company name, manufacturing location, lapse of third-party certifications, major audit findings, and process or inspection techniques. Anmark shall be notify of any changes in its certification, registration, or accreditation within 48 hours of receiving notification of the change.
- 13. PROPERTY BELONGING TO ANMARK AND/OR CUSTOMERS (PROPRIETARY DATA) Technical data and/or documents provided by Anmark, LLC to its suppliers are the property of Anmark, LLC or its customers. Suppliers must ensure that technical data is used only for the purposes specified by Anmark. Suppliers must keep technical data secure at all times. Without Anmark's express written permission, you may not possess, use, copy, or disclose data or any information contained in it, including but not limited to designing, manufacturing, or repairing parts, or obtaining government approval to do so. Receiving or possessing these data from any source alone does not constitute such permission. Possession, use, copying, or disclosure by anyone other than Anmark is prohibited and may result in criminal and/or civil liability.
- 14. <u>SUPPLIERS ETHICS & CODE OF CONDUCT</u> By entering into a business relationship with Anmark, suppliers acknowledge and agree to comply with the provisions outlined in ANM-2041 Suppliers Ethics & Code of Conduct (available on our website in the Quality section). It is applicable to all contractual agreements, purchase orders, and business transactions between Anmark and its suppliers. Adherence to this policy is a fundamental requirement for maintaining a positive and sustainable partnership with Anmark. Suppliers are expected to familiarize themselves with the contents of this policy and ensure that their employees, subcontractors, and agents are aware of and adhere to these standards while conducting business on behalf of Anmark.
- 15. <u>AS13100</u> When specifically required by the purchase order or other, the supplier must comply with all or portions of AS13100/PPAP/APQP.
- 16. <u>DFARS 252.204-7012</u> When applicable, supplier shall implement and maintain appropriate security controls to protect Controlled Unclassified Information (CUI) provided by or on behalf of the Department of Defense (DoD) in support of the performance of contracts, in accordance with the requirements specified in DFARS 252.204-7012 and NIST SP 800-171.
- 17. TERMS AND CONDITIONS FOR DAMAGED PARTS -
 - 17.1. This policy is applicable to all external suppliers processing product for Anmark.
 - 17.2. Suppliers must handle and process products with extreme care to avoid any damage.
 - 17.3. Suppliers are required to inspect all incoming product for damage. Any damages MUST be documented and promptly reported to Anmark upon receipt and prior to processing at the supplier's facility.
 - 17.4. In the event that a product is damaged during supplier processing, Anmark retains the right to request a credit up to the full value of the damaged product.
 - 17.4.1.If the product can be restored to Anmark's quality standards, rework required because of damage sustained during processing at the supplier's facility will not incur additional costs to Anmark. Scrap product that cannot be repaired can be billed at full value.
 - 17.4.2.When Anmark requests credit for damaged products, suppliers will issue a corrected invoice with the proper amount for undamaged parts, services, or completed work under Net 30 terms. Only parts meeting Anmark's quality criteria will be billed to Anmark.
- 18. TRADE SANCTIONS AND EXPORT CONTROL COMPLIANCE -
 - 18.1. The Supplier, including its subsidiaries, affiliates, and entire supply chain, shall comply with all applicable trade sanctions, export control laws, and regulations, including but not limited to those imposed by the United Nations



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- (UN), European Union (EU), United Kingdom (UK), and United States (U.S.) ("Sanctions"). By accepting this Purchase Order, Supplier confirms its understanding of and responsibility for Sanctions compliance listed below.
- 18.2. Compliance Declaration:
 - 18.2.1. Supplier warrants that neither it nor any party in its supply chain is designated, blocked, or targeted under Sanctions, or directly or indirectly owned or controlled by such persons or entities, individually or in the aggregate, or acting on their behalf.
 - 18.2.2. Supplier certifies that no products, components, software, raw materials, or goods provided under this Purchase Order are subject to restrictions or requirements under Sanctions.
- 18.3. Undertakings:
 - 18.3.1. Supplier shall immediately notify Buyer in writing of any material changes to the above declarations, including if Supplier or any supply chain party becomes subject to Sanctions-related legal proceedings, with details of mitigating steps taken.
 - 18.3.2. Supplier shall not engage in any transaction under this Purchase Order that would cause Buyer to violate Sanctions.
 - 18.3.3. Upon discovering any violation or suspected violation of these terms, Supplier shall promptly notify Buyer of all relevant facts and cooperate fully with any investigation.
- 18.4. Cooperation and Due Diligence:
 - 18.4.1. Supplier shall provide information reasonably requested by Buyer, such as ownership structure, product classification, or other due diligence data, respecting business confidentiality, to ensure Sanctions compliance.
- 18.5. Survival and Renewal:
 - 18.5.1. These obligations survive the completion, termination, cancellation, or expiration of this Purchase Order. Supplier shall reaffirm compliance annually unless Buyer provides written exemption.
- 18.6. Indemnification and Termination:
 - 18.6.1. Supplier shall indemnify and hold Buyer harmless against any losses, damages, fees, penalties, or criminal sanctions arising from Supplier's failure to comply with Sanctions or these terms.
 - 18.6.2. Buyer may terminate this Purchase Order and all transactions with immediate effect, without liability, if Supplier breaches these compliance obligations.

Revision Date: 04/19/25