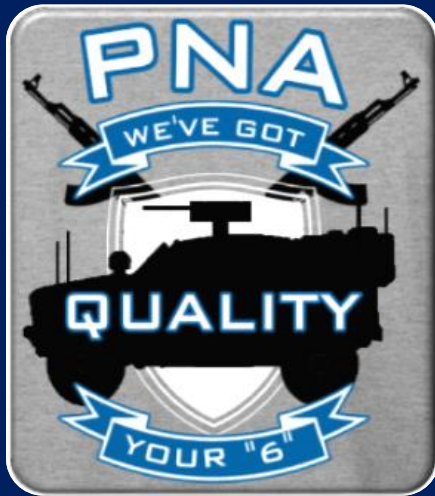


Plasan North America Supplier Quality Manual



QMS-12_07_4/16/2024

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Revision History				
Rev	Description	Date	Edited	Approved
01	Initial Release	10-11-2010	G. Bowen	-
02	See redline copy for revisions	02-10-2012	C. Pine	-
03	Revised titles, fixed grammatical errors, removed abbreviations/general terms, and updated references and table of contents.	02-20-2017	B. Baker	B.Baker
04	Added TPD information	08/01/2019	K. Pelletier	T. Bellitto
05	Complete rewrite with added Supplier Monitoring and Development section	01/22/2021	T.Bellitto	T.Bellitto
06	Minor formatting updates; Added section 18-Supplier Code of Ethics; CUI control outlined on section 4.2.5	04/15/2022	T.Bellitto	T.Bellitto
07	Added section for Cybersecurity.	04/16/2024	M. Barnett	T. Jackman

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SUPPLIER ACKNOWLEDGEMENT SHEET

Please fill out the bottom portion and e-mail a signed copy of this Supplier Acknowledgement Sheet to purchasing@plasan-na.com indicating that you have received, reviewed, and accepted in principle the contents of this Supplier Quality Manual. All communications with respect to the contents of this Manual are to be addressed directly with your PNA Purchasing Representative. **If applicable, the same requirement applies to all Sub-Tier suppliers providing PNA materials to you, including sign off and submission of this document (Flow Down).**

By signing this Acknowledgement Sheet, the Supplier agrees to the Plasan North America Supplier Quality Manual Requirements.

DATE:	
SUPPLIER/SUB TIER SUPPLIER NAME:	
SUPPLIER/SUB TIER SUPPLIER ADDRESS:	
SUPPLIER/SUB TIER SUPPLIER CONTACT NAME:	
SUPPLIER/SUB TIER SUPPLIER CONTACT SIGNATURE:	

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1. Purpose

- 1.1. The PNA, Inc. Supplier Quality Assurance Manual provides a concise understanding of our quality expectations, and outlines the minimum requirements that our suppliers and sub-suppliers must meet. It is the intent of PNA to do business with suppliers who provide parts, materials, processes, and services consistently to procurement specifications, at a competitive price, and in accordance with the required delivery schedule.
- 1.2. A copy of this manual is provided to suppliers for review. It is expected that the supplier understands and complies with the applicable requirements as defined in this manual. Copies of the current Manual and required documents can be obtained from your PNA Buyer Contact.
- 1.3. It is the responsibility of all PNA suppliers to verify the most current revision is in use. Any questions should be directed to supplier's PNA Buyer for referral to PNA's Quality Assurance Manager. Supplier requirements contained in this Manual will only be modified or waived in writing on a case-by-case basis by PNA's Quality Assurance Manager.

2. Scope

- 2.1. This Manual specifically applies to all suppliers and sub-suppliers which require approval as defined by PNA's ISO 9001 Quality Assurance Manual. This Manual does not alter or reduce any other contractual requirements covered by PNA's purchasing documents or any requirements defined by engineering drawings or specifications. This Manual does not supersede any applicable government regulations or quality requirements of PNA's customers.
- 2.2. In addition to the requirements in this Supplier Quality Manual, all Plasan Suppliers are expected to adhere to the Plasan Supplier Code of Conduct, which is included in this Manual as Section 18, and can also be found on our website.

3. Cooperative Management Attitude

- 3.1. PNA expects suppliers to share in our commitment to meeting our product quality and delivery expectations through continuous improvement efforts. It is also expected that suppliers fully support the relationship between PNA and our customers by demonstrating flexibility in meeting PNA customer requirements.
- 3.2. Due to the serious nature of the Defense Industry, PNA has concerns when supplier products or services negatively affect PNA's ability to meet our customer's delivery requirements. Our industry is driven by quality products and services delivered on time. PNA maintains that all suppliers should have contingency plans in place to eliminate risk associated with the demanding schedules. When a priority rating is specified on a PNA purchase order ("PO"), it indicates that the PO is a rated order certified for national defense use and the supplier is required to follow all the provisions of the Defense Priorities and Allocation System (DPAS) Regulations (15 CFR 700). Under DPAS Regulations, if the PO supports the U.S. Government and is DX or DO Rated, then the supplier must acknowledge acceptance within ten (10) days (for DX-Rated Order) or within fifteen (15) days (for DO-Rated order) of receiving the PO.

4. Quality Management System, Qualification and Approval

4.1. Quality Management System:

- 4.1.1. PNA requires all suppliers to comply with their own quality management systems certified to ISO 9001 or equivalent quality management system. In the absence of an ISO Certification, suppliers are encouraged to develop quality systems to meet ISO 9001 requirements and strive to obtain certification. At a minimum, suppliers shall have a documented Quality System consisting of a quality organizational structure, trained personnel, procedures, and a documentation system which ensures that all products conform to drawing specification, procurement requirements and zero product defect, on time shipments, on time delivery, and

excellent supplier services are expected.

4.2. Qualification

4.2.1. ISO Certified suppliers shall provide a copy of their ISO certification upon request and shall notify PNA's Buyer within 10 working days if their Certificate of Registration is suspended. The supplier shall forward a new copy of their certificate if it has expired.

4.2.2. Survey/Audit and Source Inspection:

4.2.2.1. Supplier agrees to respond to Quality System surveys, audits, and Inspections, to be arranged in advance, including, without limitation, production process capability and product evaluations. Audits and Inspections may be conducted by PNA's Quality Assurance Team for supplier evaluation, verification, and qualification where:

- 4.2.2.1.1. A supplier is being qualified as a new supplier or considered for new product or additional business.
- 4.2.2.1.2. First Article Inspection and Testing for product and process qualification and/or acceptance is performed at the supplier's facility.
- 4.2.2.1.3. Supplier fails to submit an acceptable First Article Inspection package, Production Part Approval Process package, or response to Supplier Corrective Action Reports (SCAR).
- 4.2.2.1.4. The quality of supplied product does not meet PNA's Drawing or Math Data/CAD Model requirements requiring supplier evaluation to determine responsibility and cause.
- 4.2.2.1.5. Supplier and Sub Tier Technical Reviews of Requirements, specifications, tolerances, capabilities, etc. shall be self-evaluated and subsequently reviewed by PNA Advanced Engineering.
- 4.2.2.1.6. Suppliers need or request assistance in improving performance.

4.2.3. Source Inspection:

4.2.3.1. PNA Supplier Quality Representative, PNA's customer representative, or a Government Source Inspector may conduct source inspection prior to or during a product qualification run, inspection and testing. The Government has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The Government shall perform inspections and tests in a manner that will not unduly delay the work. The Government assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in this contract.

4.2.4. Personnel and Process Qualification, Training and Certification:

- 4.2.4.1. All personnel of supplier who have direct impact on PNA's product or material quality shall be trained and qualified to applicable Standard Operating Procedures that are specifically utilized or developed for PNA's product, including, without limitation, special processes such as welding, soldering, painting, and coating.
- 4.2.4.2. Welding Processes, Inspectors and Operators shall be certified to AWS Weld Codes or as specified on PNA purchase order or drawings.
 - 4.2.4.2.1. All Welding shall require PQR's (Procedure Qualification Record) against all applicable PNA Welding Procedure Specifications (WPS).

4.2.5. Documentation and Records/Data Control:

- 4.2.5.1. Documentation and records described herein shall be maintained by supplier for seven (7) years and shall be made available for review or retention by PNA and/or PNA's customer representative upon request:
 - 4.2.5.1.1. Records of inspection and testing to verify compliance to applicable drawings and/or

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- specifications.
- 4.2.5.1.2. Records of calibration for inspection and test equipment used for product acceptance.
- 4.2.5.1.3. Records of supplier personnel’s experience, training, and qualifications.
- 4.2.5.1.4. Records of certification of processes and personnel for processes such as welding, heat treating, plating, anodizing, NDE, painting etc., utilized for production of PNA product.
- 4.2.5.1.5. Records of PNA’s Purchase Orders and contracts, applicable drawings, specifications and manufacturing processes.
- 4.2.5.1.6. Records of Non-Conformance and Supplier Corrective/Preventive Actions related to PNA’s product.

- 4.2.5.2. All documents, including, without limitation, prints, CAD Models, drawings, manuals, specifications, records, and functional parts received from PNA, are the property of PNA and shall be returned to PNA upon request.

- 4.2.5.3. When PNA issues revised prints, specifications or manuals, the obsolete copies shall be marked obsolete and returned to PNA’s Buyer upon request.

- 4.2.5.4. PNA has implemented a Secure Enclave system in order to comply with the requirements in our DoD contracts regarding the safeguarding of covered defense information (DFARS 252.204-7012, NIST 800-171). As part of this implementation, we require that Suppliers DO NOT send unredacted technical drawings or documents to a Plasan-na.com email address. Contact your PNA Buyer or Quality Representative for access to a secure upload portal or an alternate email address.

Commented [MB1]: Not sure if we should have a stand alone section regarding expectations of CUI & Level 1 CMMC expectations???

4.3. Approval:

- 4.3.1. Before use of a supplier’s product for production purposes, suppliers shall be qualified for “Approved” rating status and placed on PNA’s Approved Supplier List. The minimum qualifications are:
 - 4.3.1.1. The supplier’s quality system is approved by PNA’s survey and/or audit processes.
 - 4.3.1.2. The supplier’s product is approved for production by the First Article Inspection or Production Part Approval Process.
 - 4.3.1.3. PNA is directed by the Customer to use a specific Supplier as a Customer Approved Supplier.

5. Product Qualification

- 5.1. This section defines the requirements for production part qualification and approval. Minimum submission requirements listed below shall be completely fulfilled unless otherwise waived by PNA’s Supplier Quality Representative in writing. PNA reserves the right to request additional information.

- 5.2. First Article Inspection
 - 5.2.1. At a minimum, a First Article Inspection (FAI) shall be used to initially qualify a part/process for supplier approval, unless the Production Part Approval Process (PPAP) is required. Refer to Table 1 for submission requirements.

- 5.3. Production Part Approval Process
 - 5.3.1. When required by PNA, the supplier shall submit the more comprehensive automotive equivalent of the First Article, called Production Part Approval Process (PPAP) qualification package. Refer to PPAP Requirement Table (Table 1) for submission requirements.

5.3.2. The supplier should possess all AIAG (Automotive Industry Action Group) Core Quality Tool Manuals the current revision.

- 5.3.2.1. The reference AIAG manuals are listed below:
- APQP-Advanced Product Quality Planning and Control Plan
 - PPAP-Production Part Approval Process
 - PFMEA-Process Failure Mode Effects Analysis
 - SPC-Statistical Process Control
 - MSA-Measurement Systems Analysis
 - *Note: suppliers can obtain the above manuals from www.AIAG.org*

5.4. Qualification Package Requirements


5.4.1. Qualification Package formats and content requirements will be provided to the supplier, to include the latest revision of PNA's product drawing(s) and engineering specifications.

5.5. FAI/PPAP Sample Requirements

5.5.1. The samples shall be produced with production intent processes, including, but not limited to, equipment, tooling, personnel, and Standard Operating Procedures. Three (3) samples for production part qualification are to be submitted to PNA.

5.5.2. If applicable, for a single cavity tool process, three (3) samples are required for production part qualification unless otherwise specified by PNA's Quality assurance Representative. For multiple-cavity tool process, three (3) samples from each cavity are required for production part qualification unless otherwise specified by PNA's Quality Assurance Representative.

5.5.2. Before shipment to PNA, all samples shall be identified by the PNA Supplier PPAP/FAI Part Package Identifier, CF-915 (See reference image on following page).

PPAP/FAI SAMPLE PARTS		
PNA QA INSPECTION VERIFICATION REQUIRED		
PNA RECEIVING: ROUTE TO QA INCOMING AREA		
Purchased Order#:	<input type="text"/>	
Part Number:	<input type="text"/>	
Revision Level:	<input type="text"/>	
Quantity:	<input type="text"/>	
Supplier Name:	<input type="text"/>	
Supplier Inspected By:	<input type="text"/>	
<small>CF-915_1_9-3-2020</small>		

5.6. PPAP/FAI Documentation Requirements:

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Element No:	Requirement	Level				
		1	2	3	4	FAI
1	Design Record	R	S	S	*	S
2	Engineering Change Documents, if applicable	R	R	R	*	S
3	Customer Engineering Approval, if any	R	S	S	*	S
4	Design FMEA (If Design Responsible)	R	S	S	*	*
5	Process Flow Diagrams	R	R	S	*	S
6	Process FMEA	R	R	S	*	*
7	Control Plan	R	R	S	*	*
8	Measurement System Analysis Studies	R	R	S	*	*
9	Dimensional Results	R	R	S	*	S
10	Material, Performance Test Results	R	R	S	*	S
11	Initial Process Studies	R	S	S	*	*
12	Qualified Laboratory Documents	R	S	S	*	*
13	Appearance Approval Report (AAR)	S	R	S	*	*
14	Sample Product	R	S	S	*	*
15	Master Sample	R	R	R	*	S
16	Checking Aides	R	R	R	*	*
17	Records of Compliance with Customer Specific Requirements (CSR)	R	R	S	*	S
18	Part Submission Warrant (PSW)	S	S	S	S	S
S	The Supplier shall submit to PNA and retain a copy of records or documentatyon items at appropriate locations.					
R	The Supplier shall retain at appropriate locations and make available to PNA upon request.					
*	The supplier shall retain at appropriate locations and submit to PNA upon request.					

6. Supplier Requests/Change Notification Requirements

- 6.1. Informal Requests for the following shall be submitted and sent to PNA Buyer:
 - 6.1.1. Authorization to differ from requirements imposed by PNA
 - 6.1.2. Clarification of drawing, specification, or Purchase Order requirements
- 6.2. Formal requests for **Temporary Deviation or Permanent Changes** from a specification and/or drawing requirements shall require the Supplier to prepare and submit a Request for Deviation/Change form, CF-889, to the PNA Buyer for review by PNA Advanced Engineering and Quality. Reference the Change Notification Requirement Matrix below identifying examples of changes requiring approval by PNA Advanced Engineering and Quality.
- 6.3. If a Supplier Change Request is Approved by PNA, incoming product shall be identified by the Supplier reflecting the PNA Change Notice Number (CN Number).
- 6.4. A Supplier Change Notification applies only to the item(s) for which it was submitted and is limited by date and/or quantity; the approval may not be extended to any other item or piece on the same Purchase Order or to any other Purchase Order.

Table of Changes Requiring Notification to PNA

No.	Examples of Changes REQUIRING Notification to PNA	Clarifications
1	Use of other construction or material than what was used in the previously approved part of product.	For example, other construction as documented on a deviation (permit) or included as a note on the design record and not covered by the engineering change
2	Production from new or modified tools (except perishable tools), dies, molds, patterns, etc. including additional or replacement tooling	this requirement only applies to tools, which due to their unique form or function, can be expected to influence the integrity of the final product. It is not meant to describe standard tools (new or repaired), such as standard measuring devices, driver (manual or power), etc.
3	Production following upgrade or rearrangement of existing tooling or equipment	Upgrade means the reconstruction and/or modification of a tool or machine or to increase the capacity, performance, or change its existing function. This is NOT meant to be confused with normal maintenance, repair or replacement of parts, etc., for which no change in performance is to be expected and post repair verification methods have been established. Rearrangement has been defined as activity that changes the sequence of product/process flow from that documented in the process flow diagram (including the addition of a new process). Minor adjustments of production equipment may be required to meet safety requirements such as, installation of protective covers, elimination of potential ESD risks, etc.
4	Production from tooling and equipment transferred to a different plant site or from additional plant site.	Production process tolling and/or equipment transferred between buildings or facilities at one or more sites.
5	Change of Supplier for parts, non-equivalent materials, or services (e.g., heat treating, plating).	The organization is responsible for approval of supplier provided material and services.
6	Product produced after the tooling has been inactive for volume production for 12 months or more.	For product that has been produced after tooling has been inactive for twelve months or more: Notification is required when the part has had no change in active purchase order and the existing tooling has been inactive for volume production for twelve months or more. The only exception is when the part is low volume, e.g., service or specialty vehicles. However a customer may specify certain PPAP/FAI requirements for service parts.
7	Product and Process changes related to components of the production product manufactured internally or manufactured by suppliers.	Any changes, including changes at the suppliers to the organization and their suppliers, that affect customer requirements, e.g., fit, form, function, performance, durability.
8	Change in test/inspection method-new technique (no effect on acceptance criteria).	For change in test method, the organization should have evidence that the new method has measurement capability equivalent to the old method.
9-10	Additional for Bulk materials: 9. New source of raw material from new or existing supplier 10. Change in product appearance attributes	These changes would normally be expected to have an effect on the performance of the product.

7. Prohibited Chemicals

7.1. Product delivered to PNA, Inc. shall not contain asbestos, cadmium, lead, mercury, hexavalent chromium (also known as Hex-Chrome), polychlorinated biphenyls, nor radioactive materials. Please contact the PNA Quality Assurance Department with any questions.

8. Product Marking and Identification Requirements

8.1. Where required, product drawings, engineering specifications, specific part markings or supplier identification markings shall be applied as required by PNA.

9. Product Packaging, Shipment and Delivery Requirements

9.1. PNA's quality and delivery targets are:

- 9.1.1. 100% on-time delivery to the designated location,
- 9.1.2. Full quantity
- 9.1.3. Zero defects
- 9.1.4. Pricing as stipulated on the PO.

9.2. Any defective product may result in rejection and return of the defective product to the supplier at the supplier's expense.

9.3. Packaging shall prevent any product damage, including, without limitation, breakage, marring, or chipping during shipping and in accordance with any pre-approved packaging and labeling specification where applicable.

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- 9.4. Returnable packaging owned by PNA shall be handled and stored in a manner that will prevent damage or loss. Prior to use, it is the supplier's responsibility to inspect, clean and repair or replace returnable packaging to ensure that the packaging will protect the product during storage, handling, and transit.
- 9.5. All supplier packing slips shall reference the PNA PO number.
- 9.6. With each applicable shipment, supplier is required to provide "Certificate of Conformance" with the following information:
 - 9.6.1. Printed name of certifying individual
 - 9.6.2. Signature of certifying individual
 - 9.6.3. Title of certifying individual; Must be from Quality or test department
 - 9.6.4. Date: yyyy-mm-dd
 - 9.6.5. List PNA's part number and revision level
 - 9.6.6. List PNA's Purchase Order (PO) number
 - 9.6.7. Quantity being certified
 - 9.6.8. If applicable, special process information as specified on the Purchase Order (PO)
- 9.7. Any shipment that fails to comply with the above requirements or other SQM requirements may be rejected and not received until supplier resolves and, product Non-Conformance Reporting (NCR) or Supplier Corrective and Preventive Action (SCAR) are completed. Payment is owed by PNA only if the shipment is accepted and all supplier issues are resolved.

10. Shelf Life/Age Control Requirements

- 10.1. Suppliers providing items subject to age control, such as paint, adhesives, rubber, etc., shall mark the parts and exterior shipping container with manufacture and expiration dates. Products shall have a minimum of 80 percent of shelf-life remaining (based on the date on manufacture) upon receipt by PNA unless specified on the PNA purchase order or drawing.

11. Non-Conforming Material Control Requirements

- 11.1. When defective material is detected by PNA, a "Non-Conformance Report" will be initiated internally and the supplier will be contacted with PNA's disposition decision. Within 24 hours, the supplier shall respond by either issuing a written return authorization or a written scrap authorization to PNA. If PNA's disposition is to use the material after 100% sorting or rework, then the supplier will be responsible for arranging the sorting or rework at supplier's cost and reimbursing any costs incurred by PNA.
- 11.2. If a response is not received from the supplier within 48 hours of issuing a non-conforming material report, PNA's Buyer may issue a debit memo and return the product to the supplier without supplier's authorization and at supplier's expense.

12. Supplier Corrective Action Report (SCAR) Requirements

- 12.1. All Supplier Corrective Actions will use PNA 8D Form, CF-816.
- 12.2. When a Supplier Corrective Action is received by supplier from PNA, the following response expectations apply:

8D ELEMENT	RESPONSE TIMING REQUIREMENT
D1/D2/D3	Completed and submitted within 24 hours of notification.
D4	Completed and submitted within 7 days of notification.
D5	Completed and submitted within 14 days of notification.
D6/D7/D8	Completed and submitted no later than 30 days after notification.

- 12.3. If Long Term Corrective Action Implementation will exceed 30 days, the Supplier is required to request this extension to the PNA Quality Assurance Representative.
- 12.4. A copy of the SCAR and 100% inspection report shall be attached and shipped with any further shipments. Without a written approval from PNA's Supplier Quality Representative, the shipment without the SCAR copy and 100% inspection report will be rejected at PNA's Incoming Inspection.
- 12.5. The supplier shall continue the Containment Plan until root-cause analysis is completed and corrective action is implemented and verified by PNA's Supplier Quality Representative. A completed Supplier Corrective Action Report (SCAR) shall be submitted to PNA's Quality Assurance Representative within 30 days of SCAR issuance or a written extension, which may be granted by the PNA Supplier Quality Representative upon request.

13. Counterfeit Product Mitigation

- 13.1. The Supplier shall establish, implement, and maintain documented procedures, which shall detect and/or preclude the use of counterfeit/used parts. All PNA Suppliers shall have developed and documented purchasing procedures that reduce the risk of purchasing and utilizing counterfeit material. All Suppliers shall have defined and documented product verification procedures that assure the detection of counterfeit parts prior to formal product acceptance. All Suppliers shall have developed and documented Material Control procedure that reduces the risk of utilizing counterfeit material.

14. Supplier Monitoring and Rating

- 14.1. PNA's Procurement and Product Assurance Departments continuously monitor and rate all strategic suppliers quarterly using a Supplier Scorecard. Supplier performance is measured on the supplier's ability to meet PNA's requirements for product/material quality and delivery performance. Suppliers must remain in good standing on PNA's Approved Supplier List. A Strategic Supplier Development Plan will be initiated by PNA if any of the three scenarios in TABLE 2 are applicable.
- 14.2. The PNA Buyer or Quality Assurance Representative will notify all suppliers considered at risk based on the Supplier Development Plan criteria. (SCAR), Supplier Corrective Action Report may be issued for evaluation, continued supplier approval and continuous improvement purposes.

TABLE 2: Supplier Quarterly Scorecard Rating and Development Plan Initiation Criteria

ON TIME DELIVERY (MAX 50 POINTS)	90%-100%	70%-89.99%	< 70%
	50 points	25 points	0 points
INCOMING QUALITY PPM (MAX 50 POINTS)	0-500 PPM	501-1000 PPM	>1000 PPM
	50 points	25 points	0 points
QUALITY SCAR	5 POINT DEDUCTION FROM QUALITY SCORE PER SCAR ISSUED		
WHEN TO INVOKE STRATEGIC SUPPLIER DEVELOPMENT PLAN			
1	TWO CONSECUTIVE QUARTERS WHERE OTD AND/OR QUALITY RATING IS BELOW 25 POINTS		
2	TWO CONSECUTIVE QUARTERS WHERE OVERALL RATING IS BELOW 75 POINTS		
3	ANY QUARTER WHERE OVERALL RATING IS 0 POINTS		

15. Expectations for Suppliers in support of “Conflict Minerals”

15.1. In support of PNA’s policy on conflict minerals, suppliers are expected to supply materials to PNA that are “DRC Conflict-Free”. DRC includes the countries of Democratic Republic of Congo, Republic of Congo, Central Africa Republic, South Sudan, Zambia, Angola, Tanzania, Burundi, Rwanda, and Uganda. Suppliers are expected to adopt policies and management systems with respect to conflict minerals and to require their suppliers to adopt similar policies and systems. PNA expects suppliers to establish their own due diligence program to ensure conflict-free supply chains. In the event PNA determines that a supplier’s efforts to comply with this Policy have been deficient and the supplier fails to cooperate in developing and implementing reasonable remedial steps, PNA reserves the right to take appropriate actions up to and including discontinuing purchases from the supplier. Under the definition of “DRC Conflict-Free,” products supplied to PNA:

15.1.1. Do not contain tantalum, tin, tungsten, or gold (3TG) as elements necessary to their production or functionality

15.2. PNA may survey direct suppliers as a part of our conflict minerals due diligence program. Suppliers are expected to respond to survey requests in a timely manner, and with full disclosure.

16. Confidentiality

16.1. PNA shall only disclose proprietary information to suppliers on a need-to-know basis. PNA and our suppliers maintain a healthy and confidential relationship via a SIGNED and ACTIVE Non-Disclosure Agreement (NDA). Proprietary Information may include, but not be limited to, Bill of Material (BOM), solid models, 2D and electronic drawings, software, etc. By acceptance of and/or by starting work on any Purchase Order/Contract, the supplier accepts accountability in protecting PNA’s, and PNA’s Customer’s Proprietary Information, and agrees that this constitutes an acceptance of PNA’s standard Non-Disclosure Agreement Terms . THIS INCLUDES NOTIFICATION TO PNA PRIOR TO THE RELEASE OR TRANSFER OF PROPRIETARY INFORMATION TO A THIRD PARTY; PNA WILL THEN MAKE THE DECISION TO INITIATE A THIRD PARTY NDA OR PROVIDE WRITTEN AUTHORIZATION FOR DISCLOSURE.

16.2. Original proprietary information, as well as all copies of proprietary information must be destroyed when they are no longer needed or must be returned to the originating source when requested. Proprietary Information is not to be released and/or disclosed to competitors of PNA.

17. Cybersecurity

17.1. The US Government has several acquisition rules and standards regarding cybersecurity, and PNA is now incorporating these cybersecurity standards into our Supplier Manual and Supplier evaluation process. Periodically, you will be receiving additional information and questions about your company's cybersecurity from PNA. Please be sure to complete and return all questionnaires and certifications. In brief, the information suppliers need today regarding cybersecurity and work is listed below.

18. PNA Quality Codes (also known as Q-Codes)

18.1. These codes may be used on purchase orders to identify requirements. If clarification is needed, contact the PNA buyer.

Q01	Level 1 PPAP required (See Table 1, Level 1) - PNA template to be provided
Q02	Level 2 PPAP required (See Table 1, Level 2) - PNA template to be provided
Q03	Level 3 PPAP required (See Table 1, Level 3) - PNA template to be provided
Q04	Level 4 PPAP required (See Table 1, Level 4) - PNA template to be provided
Q05	First Article Inspection (FAI) - PNA template to be provided
Q06	First Piece Inspection (FPI) - PNA template to be provided
Q07	Certificate of Conformance (C of C) required
Q08	Material Certificate(s) required (chemical/physical test reports)
Q09	Material/Part Traceability and ID required
Q10	Inspection records/test reports required
Q11	Welding/soldering qualification required (WPS/PQR)
Q12	Non-Destructive testing required
Q13	Destructive Testing required
Q14	Special process approval
Q15	Special packaging requirements

19. Supplier Code of Conduct

I. COMPLIANCE WITH LAWS

We expect our suppliers to maintain full compliance with all laws and regulations applicable to their business. When conducting international business, or if their primary place of business is outside the United States, suppliers must comply with local laws and regulations.

A. Maintain Accurate Records

We expect suppliers to create and maintain accurate records, and not alter any record entry to conceal or misrepresent the underlying transaction represented by it. All records, regardless of format, made or received in furtherance of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based

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on the applicable retention requirements.

Suppliers performing as U.S. Government contractors (whether direct or indirect) must comply with the requirements in FAR 4.703. Suppliers that are performing as 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 (NARA) requirements that apply to that agency.

II. HUMAN RIGHTS

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.

A. Child Labor

We expect our suppliers to ensure that illegal child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

B. Human Trafficking

Suppliers must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate. Suppliers must refrain from violating the rights of others and appropriately address any adverse human rights impacts of their operations. Suppliers must educate employees on prohibited trafficking activities, discipline employees found to have violated the law or rules and notify the contracting officer of violations and action taken against employees. Specifically, suppliers will be prohibited from the following in all contracts:

- Destroying, concealing, or confiscating identity or immigration documents.
- Using misleading or fraudulent tactics in recruiting.
- Charging employee recruitment fees or providing inadequate housing based on local standards, laws, and directives.
- Failing to provide employment contracts and other documentation in the employee’s native language’
- Failing to provide return transportation upon the end of employment for employees brought to the country for the purpose of working on a U.S. government contract or subcontract
- Failing to interview and protect employees suspected of being trafficking victims.

III. 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, ethnicity, religion, color, sex, national origin, age, military veteran status, ancestry, sexual orientation, gender identity or expression, marital status, family structure, genetic information, or mental or physical disability, so long as the essential functions of the job can be competently performed with or without reasonable accommodation.

C. Substance Abuse

We expect our suppliers to maintain a workplace free from illegal use, possession, sale, or distribution of controlled substances.

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IV. ANTI-CORRUPTION

Our suppliers must comply with the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption laws (e.g., the UK Bribery Act), directives and/or regulations that govern operations in the countries in which they do business, regardless of local customs.

A. Improper Payments / Business Courtesies

Our suppliers must refrain from offering or making any payments of money or anything of value (including kickbacks, favors, gifts, gratuities, entertainment, travel, political contributions, charitable donations or other business courtesies) to customers, government officials, political parties, candidates for public office, charities, or other business-related parties that could be considered to improperly influence business decisions.

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, except in situations where there is an imminent threat to personal health or safety.

B. Due Diligence

We expect our suppliers to exert appropriate due diligence and monitoring to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the engagement of third parties.

C. Anti-Trust

Our suppliers must comply with anti-competition and antitrust laws and are prohibited from fixing prices, colluding, or rigging bids with competitors, allocating customers or markets with competitors, or exchanging any pricing information with our competitors.

V. CONFLICT 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 our company. 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 the interests of our company and personal interests or those of close relatives, friends, or associates.

VI. INFORMATION PROTECTION

A. Confidential/Proprietary Information

We expect our suppliers to properly manage sensitive information, including confidential, proprietary, and personal information. 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.

B. Intellectual Property

We expect our suppliers to respect and comply with all the laws governing intellectual property rights assertions, including protection against disclosure, patents, copyrights, and trademarks.

C. Information 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. Suppliers must comply with all applicable data privacy laws. Suppliers shall assure extension of this requirement to all sub-tier sources they employ.

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D. Insider Trading

Our suppliers must not use material, non-public information obtained in the course of business as the basis for trading or for enabling others to trade in the securities of our company or those of any other company.

VII. ENVIRONMENT, HEALTH, SAFETY

We expect our suppliers to operate in a manner that actively manages risk, minimizes waste, and protects the environment. We expect our suppliers to apply environmental management system principles in order to establish a systematic approach to the management of risks/hazards and opportunities associated with the environment, including potential risk from regulatory non-compliance, reputational loss, and opportunities for business growth through operational and product stewardship. 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, and others who may be affected by their activities.

VIII. GLOBAL TRADE COMPLIANCE

A. Security

When applicable, Suppliers are encouraged to implement practices and procedures to ensure the security of their supply chains in accordance with the Customs-Trade Partnership Against Terrorism initiative of the United States Department of Homeland Security.

B. Import

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

C. Export

We expect our suppliers to ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data; these include the International Traffic in Arms Regulation and the Export Administration Regulations Suppliers shall provide truthful and accurate information and obtain export licenses and/or consents where necessary.

D. Anti-Boycott

Our suppliers must not participate in, cooperate with, or further the cause of any unsanctioned foreign economic boycott, in accordance with the Export Control Reform Act of 2018 and the 1976 Tax Reform Act.

E. Conflict Minerals

Suppliers must adhere to federal laws and regulations regarding conflict minerals (gold, tantalum, tin, and tungsten). We expect our suppliers whose products contain these minerals to conduct due diligence on the source and chain of custody and also to support efforts to eradicate the use of conflict minerals which directly or indirectly finance, or benefit armed groups in the Democratic Republic of Congo or adjoining countries. U.S. stock listed companies manufacturing or contracting to manufacture products containing conflict minerals must make specialized disclosure and file reports as required by the U.S. Securities and Exchange Commission.

IX. QUALITY

Suppliers must take due care to ensure their work product meets our company's quality standards. We expect our suppliers to have in place quality assurance processes to identify defects and implement corrective actions, and to facilitate the delivery of a product whose quality meets or exceeds the contract requirements.

A. Counterfeit Parts

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.

X. ETHICS PROGRAM EXPECTATIONS

A. Whistleblower Protection

We expect our suppliers to provide their employees with avenues for raising legal or ethical issues or concerns without fear of retaliation. We expect our suppliers to take action to prevent, detect, and correct any retaliatory actions.

B. Consequences for Violating Code

In the event of a violation of any of the above expectations, we may pursue corrective action to remedy the situation. In the case of a violation of law or regulation, we may be required to report those violations to proper authorities. We reserve the right to terminate our relationship with any supplier.