

# Requirements for Suppliers

#### 1.0 <u>INTRODUCTION</u>

Trio Manufacturing requires assurance of satisfactory quality at all times. This document establishes requirements designed to ensure Trio Manufacturing suppliers produce products that meets Trio Manufacturing's quality expectations and terms. Only suppliers who demonstrate and maintain compliance with these requirements will remain eligible to receive Trio Manufacturing Purchase Orders. This document is referenced and invoked in all applicable Purchase Orders.

By accepting and providing work or services to a Trio Manufacturing purchase order (which refer the supplier to this document) the supplier acknowledges and accepts the requirements of this document.

Section 4.0, General Requirements, is applicable to all Suppliers.

Section 5.0, Specific Requirements, contains additional requirements applicable to specific types of suppliers according to the service or product they perform.

## 2.0 <u>DEFINITIONS</u>

<u>Purchase Order</u> (PO) is a contract to provide any of the services described in this document. <u>Supplier</u> is defined as a facility or individual accepting a Trio Manufacturing PO to provide:

- raw material
- hardware
- machining
- processing
- engineering / programming / consulting
- calibration services.

<u>Customer</u> is defined as Trio Manufacturing's Customer.

## 3.0 ASSOCIATED DOCUMENTS

Trio Manufacturing Procedure 7.4, *Purchasing* (for internal use only).

#### 4.0 GENERAL REQUIREMENTS (applicable to all suppliers)

4.1 INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR). By accepting a PO from Trio Manufacturing, the supplier understands that they may be provided with technical data that is controlled under the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130. (Such data is identified as such by Trio Manufacturing or the Customer.) Supplier further understands that among these regulations is the requirement that such data may not be released or disclosed (including oral or visual disclosure) to persons other than US citizens or nationals, or lawful permanent residents of the US (Green Card holders). Violations of these regulations carry severe criminal penalties. Once in their care, supplier accepts all legal responsibility for any violation of ITAR regulations they commit pertaining to ITAR data provided by Trio Manufacturing. Supplier is also obligated to notify us of any ITAR violation that subsequently occurs.



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- 4.2 All supplies will be subject to final inspection and acceptance at destination notwithstanding prior payment thereof, or inspection and/or testing at the source by the Buyer, the Government or both.
  - Buyer reserves the right to reject all defective supplies and return same to Seller for full reimbursement or a Buyer's option for replacement or correction, in either of which events the Buyer shall be entitled to reimbursement for all expenses incurred by Buyer.
  - Any rejected supplies returned to Seller shall be at Seller's expense and no replacement of such defective supplies shall be made unless specified and/or approved by Buyer.
  - In case Seller fails to promptly replace and correct rejected supplies to Buyer's satisfaction, Buyer may purchase or otherwise replace or correct such supplies and Seller shall be liable to Buyer for any excess costs incurred thereby.
  - Seller will be liable for the cost of material and labor when non-conforming parts are deemed unusable and therefore scrapped due to actions of the Seller.
- 4.3 RESPONSIBILITY FOR CONFORMING PRODUCT & QUALIFICATION OF PERSONNEL, PROCESSES, & EQUIPMENT. Initial acceptance of the product or service by Trio Manufacturing in no way diminishes or relieves the supplier from their responsibility to produce acceptable products or services for which they were contracted, or for any liabilities resulting from the failure to meet PO requirements. Supplier must ensure they /their personnel performing the processes are qualified as required (by governing specification, etc.).
- 4.4 CRITERIA FOR ACCEPTANCE & RESPONSIBILITY FOR INSPECTION. Product is only acceptable if meets all the requirements of the PO (including any and all documents, specifications, etc., to which it refers). The supplier is responsible for verifying that they have meet the requirements of the PO (& drawing, specification, etc., as applicable).
- 4.5 TRIO MANUFACTURING AUDITS. The supplier's Quality System may be subject to initial and periodic audits at a frequency determined by Trio Manufacturing or its Customers for the purposes of determining compliance to this or any other contractually imposed requirement.
- 4.6 TRIO MANUFACTURING, ITS CUSTOMERS, OR REGULATORY AGENCY ACCESS. Supplier acknowledges Trio Manufacturing, its Customers, or any applicable government agency has the reasonable right of access to the supplier's facility for the purposes of retrieving work placed at the facility or witnessing any or all contracted processing performed. This right of access includes the supplier providing reasonable facilities, the equipment and applicable quality records related to the work, and assistance in the course of the visit.

Quality records (certifications and inspection & test reports) must be retained for a minimum of 10 years.

- 4.7 CERTIFICATE OF CONFORMANCE. Supplier will provide a Certificate of Conformance (CofC) or similar document with each delivery of product or service. The CofC shall acknowledge conformance to the Trio Manufacturing PO and carries, as applicable the:
  - Job Number (listed on the PO)
  - PO Number
  - Process performed
  - Part number and revision
  - Lot number identification traceable to original material manufacturer
  - Specification and revision level worked to

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Note: When not specified, the supplier is required to work to the latest specification revision

• Signature of an authorized supplier representative

The CofC and the certifications described in para. 5.1 & 5.3 may be one and the same.

Even if is not explicitly stated on the supplier's CofC, Trio Manufacturing considers the supplier's CofC as the supplier's acknowledgment that the CofC serves as their warranty that the goods or services were processed or provided in good faith compliance with the Trio Manufacturing PO requirements <u>and</u> this document. In addition, the supplier's CofC is a warranty that:

- material supplied by Trio Manufacturing is the same lot of material processed or used to produce the parts delivered.
- any and all lot by lot or periodic testing required for the process being performed has been or is (periodically) performed in accordance with the controlling specification(s).
- the supplier still retains any applicable Customer approval (with no applicable limitations) for the processes being performed (otherwise no work is to be performed and Trio Manufacturing is to be immediately contacted).
- 4.8 QUALITY SYSTEM & CAPABILITY. Suppliers must possess a Quality System appropriate to the type of process or product they are providing. Special Processing suppliers (heat treat, and plating & finishes, etc.) must meet the applicable requirements of either ISO9001, AS9100, Mil-145208 (as a minimum) or other applicable standards (i.e., Nadcap accredited) or have obtained approval from the Trio Manufacturing Director of Quality & Improvement. By accepting a PO, the supplier also ensures that they are capable of performing the contracted processes and have the adequate resources necessary to perform the work being contracted.
- 4.9 CORRECTIVE ACTION. Supplier is responsible for determining and implementing the corrective action and for performing follow-up actions to verify the effectiveness of corrective actions related to nonconforming product. All corrective action requests shall be answered by completing the form supplied by Trio Manufacturing or by completing a form of their own design which completes the same requirements (root cause, corrective action, verification, follow-up activities and effectivity), and returned by the due date requested.
- 4.10 SUPPLIER SUBCONTRACTING. Subcontracting by a Trio Manufacturing supplier is *not* permitted unless approved in writing by Trio Manufacturing and is a risk solely assumed by the Trio Manufacturing supplier. Note: When required by Trio Manufacturing's Customer, the supplier's subcontractor must be Customer-approved prior to beginning the work.
- 4.11 HANDLING, PACKAGING, STORAGE, AND DELIVERY. Supplier ensures Trio Manufacturing's supplied product is protected from damage, loss, and deterioration during processing and shipment.
- 4.12 CALIBRATION. Calibration of Inspection, Measuring, and Test Equipment (IMTE) is performed in accordance with normal, acceptable practices.
- 4.13 CONTROL OF NONCONFORMING PRODUCT. Nonconforming product is positively identified & controlled to preclude intermingling with acceptable product.
- 4.14 **BOEING WORK.** If processing product per a **Boeing Satellite Systems** drawing, the supplier must comply with the applicable portions of Boeing Clause Number H900, *Additional*

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General Provisions. The latest revision of the H900 can be found at the Boeing Section H.

4.15 AWARENESS. All TRIO suppliers contribute to product conformance and product safety by following TRIO instructions/requirements. It is expected of the supplier to conduct business in an ethical manner with TRIO and other organizations in the industry.

## **5.0 SPECIFIC PROCESSING REQUIREMENTS** (applicable to specific suppliers)

In addition to the requirements in section 4.0, the following sections apply according to the type of subcontracting being performed.

#### 5.1 MATERIAL & HARDWARE SUPPLIERS

- Suppliers must have a Counterfeit Material / Part Prevention process.
- Material suppliers shall ensure material 'mill heat lot number', alloy, or type of material is
  positively controlled & identified on delivered material.
- In addition to the CofC (para. 4.6), provide legible copies of the material producer's certification of physical & chemical properties upon material delivery, also listing the applicable (ordered) material specification and the material lot identity, and bearing evidence of the approval (usually signature & title) of the cognizant authority.
- For Hardware (pins, screws, nuts, etc.): supplier must provide in addition to the CofC (para. 4.6), all / any legible and approved certifications of material and testing applicable to the product / specifications. Fastener Quality Act requirements (and any/all other regulatory statutes) apply to applicable hardware.

#### 5.2 <u>MACHINING SUPPLIERS</u>

- No welding or repairing processes shall be performed on Trio Manufacturing's parts without the written approval of the Trio Manufacturing.
- No substitution of material or deviation from agreed dimensions & tolerances, methods, processes, etc., are permitted without written instruction or approval from Trio Manufacturing.
- Actual inspection readings must be supplied for each job.

## 5.3 HEAT TREATING, PLATING & FINISHES, & OTHER SPECIAL PROCESSING SUPPLIERS

- Processes that alter the physical / chemical properties of the product are monitored and controlled in accordance with any applicable specification requirement and have any lot by lot or periodic testing required by the governing processing specification performed (refer to para. 4.5).
- In addition to the CofC (para. 4.6), provide legible and approved certifications of material and inspection/testing applicable to the product / specifications.
- TRIO requires that **actual** results of thickness coatings, plating and tests performed are noted directly on supplier's C of C.
- Trio Manufacturing must be immediately notified of the failure of any such tests affecting our product.
- Environmental Regulations: All applicable local, state, and federal environmental regulations must be observed, including any stated in the PO.

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#### 5.6 CALIBRATION SUPPLIERS

- Provide certifications for each serial number/device calibrated.
- Equipment used for calibration must be traceable to the National Institute of Standards and Technology (NIST) and calibration practices must comply with ISO 10012-1, ISO 17025, and ANSI Z540-3 unless otherwise required by PO.

#### 5.7 CYBERSECURITY

 To the extend Seller is subjected to NIST SP 800-171 "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations" security requirements per DFARS 252.204-7012 "Safeguarding Unclassified Controlled Technical Information"

#### **REVISION RECORD**

Rev. N/C: 11/16/12; initial release.

Rev A: 4/16/13; added Counterfeit Part Prevention requirement to 5.1.
Rev B: 7/22/13; added Boeing H900 flow down requirement to 4.13.
Rev C: 5/5/14; added ISO 17025 and ANSI Z540-3 to section 5.6

Rev D: 5/31/16; Added section 4.2

Rev E: 08/01/19 Added 4.15 from AS9100D 8.4.3. Clause M, ensuring that persons are aware. Personnel

change, Miguel R. replaced George Z.

Rev F: 10/13/21 Added Seller liability for unusable parts. Added Cybersecurity compliance as required in

DFARS 252.204-7012

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CONTROLLED COPY IS SIGNED