

Supplemental Purchase Order Requirements

SPR-001 Rev A (Feb. 19, 2026)

Change to this document cannot be released without approval.

Document Purpose. This document supplements the terms and conditions stated on the SPI Purchase Order (PO) and any higher-tier contract. It establishes mandatory quality, regulatory, and documentary requirements for all suppliers ("Supplier"), including their sub-tier sources. Where stricter requirements are invoked by the PO or customer contract, the stricter requirement prevails.

Contents

1.	Order of Precedence	2
2.	Scope	2
3.	Definitions / Terms.....	2
4.	Quality Management System Requirements	2
5.	Supplier Performance & Delegation	3
6.	Technical Data & Drawing Requirements	4
7.	Control of Sub-tier Suppliers.....	4
8.	Product Safety, FOD Prevention, and Counterfeit Risk	5
9.	Product Realization & Verification.....	5
10.	Nonconforming Product & Corrective Action	6
11.	Documentation, Certificates, and Record Retention.....	8
12.	Regulatory & Trade Compliance	11
13.	Business Continuity.....	14
14.	Warranty, Remedies, and Cost Recovery (Consolidated)	14
15.	Legal & Administrative	14
16.	Revisions to Purchase Order Supplements	15
17.	Revision History.....	16

1. Order of Precedence

In case of conflict, the following order applies:

- (1) Applicable law and governmental regulations;
- (2) Purchase Order (PO), PO Codes, PO Notes. Unless otherwise specified.
- (3) Drawings, specifications, parts lists, Quality Assurance Requirements (QAR, IMPSS, etc.) as called out on the PO.
- (4) This SPR-001;
- (5) Supplier documents.

Acceptance of the Purchase Order (PO) constitutes acceptance of SPR-001 when flowed down.

2. Scope

Applies to all materials, products, and services delivered to SPI, including special processes, calibration, test, distributor-supplied items, and all associated sub-tier suppliers.

Requirements identified as **“When flowed down”** apply only when invoked by the Purchase Order. Requirements set forth in this document are applicable only to the scope of work being performed or products provided.

Applicable related Honeywell SPOC Manual requirements apply when SPOC 002 or SPOC 003 is flowed down on the PO.

3. Definitions / Terms

- Shall/Must: mandatory requirement.
- Should: expected unless a justified, approved alternative is used.
- May: permissive.
- “Counterfeit Part” includes suspect counterfeit material and unauthorized parts.
- “AAM” means Acceptance Authority Media (e.g., stamp, electronic sign-off).
- “Special Process” is a process where output cannot be fully verified by subsequent inspection (e.g., plating, heat treat, NDI).

4. Quality Management System Requirements

4.1. Certification/Conformance. Suppliers shall establish, document, and maintain written quality procedures that define a Quality Management System (QMS) appropriate to the products and services provided to SPI.

Suppliers are expected to comply with one or more of the following standards, as applicable to their scope of work, or with an equivalent quality system: AS9100, AS9120, AS9110 ISO/IEC 17025. SPI gives preference to Suppliers that maintain current, accredited third-party certifications applicable to the products or services supplied.

Special process providers shall maintain required approvals (e.g., Nadcap) when flowed down on the PO or applicable referenced document(s) (QAR).

Supplier shall notify SPI in writing prior to changes affecting the QMS (e.g., ownership, top management, facility relocation, certification scope/status).

SPI values long-term partnerships and works collaboratively with Suppliers to ensure quality system alignment, SPI customer compliance, regulatory compliance, and continuous improvement.

4.2. Right of Access & Audits. Supplier shall provide SPI, its customers, and applicable authorities reasonable right of access to facilities, processes, and records for verification activities, subject to proprietary protections. Supplier shall ensure identical rights are flowed to sub-tiers performing work on the SPI Purchase Order.

4.3. Personnel Awareness & Ethics. Supplier shall ensure personnel are aware of their contribution to product conformity and safety, the importance of ethical behavior, and prevention of counterfeit parts and FOD. Supplier shall maintain training records including these topics.

4.4. Acceptance Authority Media (AAM). Supplier shall control issuance, traceability to individuals, use, and record retention for AAM. Misuse—including falsification, untimely sign-off, or uncertified signatories—is prohibited. Electronic signatures shall be unique and controlled.

5. Supplier Performance & Delegation

Supplier performance will be monitored by SPI based on objective criteria, including but not limited to:

- Product conformity and defect rates.
- On-time delivery performance.
- Responsiveness to corrective actions.
- Accuracy and completeness of documentation.
- Compliance with Purchase Order, drawing, and specification requirements.

5.1. Delegation. Delegated Product Release Verification (DPRV) may be granted at SPI's discretion by part number. As a condition of maintaining Delegation of Verification status, the Supplier shall comply with AS9117, including, but not limited to, the requirement to notify the SPI Quality Assurance Department in writing of any changes affecting the delegated inspection process. This includes changes to:

- Inspection Sampling Plan procedures
- Final Inspection (or equivalent) procedures

- Delegation procedures
- Personnel performing delegated inspections (delegated inspectors)

Delegation status may be suspended or revoked based on quality trends or escapes.

6. Technical Data & Drawing Requirements

Supplier is responsible for obtaining and using the latest effective drawings, models, specifications, and PO-referenced standards, incorporating engineering change effectivity. All drawings may be obtained from SPI Quality or Procurement departments. Military Standards and related technical specifications can be obtained from either SPI (within copyright laws), the Internet, or from the applicable Government source.

Relevant process certifications are expected to have the latest specification revision referenced at the time the product was processed, as determined by the effectivity of that specification.

The supplier may not perform any repairs such as welding, brazing, soldering, plugging, peening, bushing, or use of paints, adhesives or plating, or use any other standard or other repair practice or method on products damaged or found to be discrepant during fabrication or processing, unless repairs are specifically permitted by the applicable drawing or specification, or authorized by SPI AMR or other SPI customer MRB authorization.

7. Control of Sub-tier Suppliers

The Supplier, as the recipient of the purchase order or contract, is responsible for meeting all requirements, including work performed by the Supplier's sub-tier suppliers. When the Supplier uses sub-tier sources to perform work on products and/or services on an SPI Purchase Order, the Supplier shall include (flow-down) on purchase orders and contracts, including quality system requirements, regulatory requirements, the use of SPI designated sources (when applicable), the requirement to document and control 'key characteristics', and to furnish certifications and test reports as required. SPI, its customers and applicable regulatory agencies, reserve the right of entry to suppliers and all sub-tier supplier facilities, subject to proprietary considerations.

7.1. Designated Sources. When specified by the PO, drawing, QAR, or part standard, the Supplier shall procure products, materials, and/or services exclusively from the designated sources identified therein. Authorization or direction to use designated sources shall not relieve the Supplier of its responsibility to ensure that all procured items and services fully conform to applicable PO requirements, specifications, and design requirements. The Supplier retains sole responsibility for the quality and compliance of all items and services procured, including those obtained from designated sources.

8. Product Safety, FOD Prevention, and Counterfeit Risk

8.1. Product Safety. Supplier shall plan, implement, and control processes to assure product safety throughout the life cycle (e.g., hazard/risk assessment, management of safety-critical items, reporting/communication of safety events, training).

8.2. FOD Prevention. Supplier shall establish and maintain a Foreign Object Damage/Debris (FOD) prevention program appropriate to the product and process. The FOD program shall comply with AS9146 and/or applicable customer FOD program requirements (e.g., SPOC 418, NAS412).

8.3. Prevention of Counterfeit/Unauthorized Parts. Supplier shall implement a documented counterfeit avoidance program proportionate to risk, including purchasing from authorized sources, authenticity/traceability verification, obsolescence management, personnel awareness, and control of suspected/confirmed counterfeit items. Immediately notify SPI upon suspicion or detection, quarantine affected material and cooperate with investigations and any required reporting. Prevent suspect counterfeit/unauthorized parts from entering back into the supply chain (e.g., GIDEP).

9. Product Realization & Verification

9.1. First Article Inspection (FAI). The Supplier shall maintain a Quality Inspection System that will assure that items produced will meet the latest drawing, specification and purchase order requirements. This shall include having a First Article Inspection (FAI) performed and documented per the requirements of the most current revision of AS9102 as required by the purchase order. Note that this includes a bubbled drawing with all characteristics accounted for including all dimensions, itemized tables, figures, notes and characteristics noted in referenced specifications. The first article part and report shall be provided when required by the PO and shall be packaged and properly labeled to identify it as a first article. Any PO customer-specific FAI instruction (e.g., SPOC 124) governs when flowed down on the PO.

9.2. Product Acceptance / Sampling. Unless otherwise specified on or flowed down on the PO, records for release of products shall be completed by the supplier per the requirements of AS9138 (or SPOC 128 when “SPOC” is flowed down on the PO). Such records shall be maintained at the suppliers’ facility and shall readily available upon request by SPI. Where statistical product acceptance is used, it shall meet AS9138 minimum protection levels as defined in AS9138 Table A1 and C=0 criteria where applicable.

9.3. Key Characteristics (KC): When KC are called out on the drawing, the supplier shall utilize management of those Characteristics per AS9103. If Statistical Process Control (SPC) is chosen as the method of control for the KC, the process shall be capable (i.e., with $C_{pk} > 1.33$). If the C_{pk} falls below 1.33 then the KC shall be inspected 100%.

9.4. Change Control. After first article/first-lot approval, supplier shall not change design, material, process, manufacturing location, or sub-tier sources without prior written approval from SPI. Submit part number, PO, current vs proposed process, reason for change, unit price change (if any), and affected sub-tier details to SPI for approval. Supplier shall not ship any parts pending such approval without written approval from SPI.

9.5. Workmanship. All Products shall exhibit uniform, high-quality workmanship and shall be free from foreign matter, damage, burrs, and unauthorized markings. Visual appearance shall be consistent with the manufacturing processes employed and shall not present conditions that adversely affect form, fit, function, performance, reliability, or service life. Products shall be free from avoidable extraneous protrusions and indentations, including but not limited to runs, burrs, frayed ends, cuts, dents, dings, and unauthorized marks, and shall not otherwise appear damaged, mishandled, or abused. Any Product exhibiting suspect, inconsistent, or nonconforming workmanship shall be subject to rejection.

9.6. Packaging, Preservation and Shipping. Supplier shall package, preserve, and protect all products and articles to prevent damage, contamination, corrosion, deterioration, or loss of identification during handling, storage, and transportation. Packaging shall be appropriate to the product and process and shall include protection for critical surfaces, use of caps or plugs on open ports or fittings, and measures to prevent foreign object debris (FOD). Where applicable, corrosion-inhibiting methods, moisture control, and electrostatic discharge (ESD) protection shall be employed. Shelf-life materials shall be packaged and labeled to maintain required storage conditions and remaining shelf life. Packaging shall not degrade, obscure, or interfere with product identification, traceability, or subsequent processing.

10. Nonconforming Product & Corrective Action

Deliveries shall conform to all PO and drawing/specification requirements. Requests to submit known nonconforming product require prior written approval via SPI's MRB/material review process with full disclosure of condition, extent, cause, and corrective action plan. The supplier shall submit the following information for MRB consideration to SPI Quality Assurance and the SPI Buyer:

- Affected part number
- Part Description
- Suspect/affected serial number(s), date codes, lot numbers, or other part identifiers;
- Qty of parts with the nonconforming condition.
- Total quantity in the manufacturing lot.
- Affected engineering requirement and the description of the nonconforming condition (i.e., Required and Actual);
- Cause, Correction/containment and Corrective Action Plan (CAP) as a minimum.
- The estimated implementation date of the corrective action.

- If any product that has been delivered to SPI is affected by this nonconformity.

Approved product shall be segregated and identified; disposition number shall be included on the Certificate of Conformance (C of C).

Supplier shall respond to Supplier Corrective Action Requests (SCAR) with containment within 48 hours and a root-cause corrective action plan within 14 calendar days unless otherwise authorized. SPI may conduct on-site verification of corrective action effectiveness.

10.1. Notice of Escape. In the event it is discovered that nonconforming product(s) have previously been delivered to SPI, the supplier shall notify SPI Quality Department and the SPI Buyer within 48 hours of discovery. The notification shall be in the form of a letter, a receipt acknowledged e-mail, or other positive notification method. The letter shall include the following information:

- If the condition poses a possible Safety of Flight risk (notify SPI immediately).
- Affected process(es) or product number(s) and name(s);
- Description of the nonconforming condition and the affected engineering requirement (i.e., what it is and what it should be);
- Quantities, shipping dates, purchase orders and destinations of delivered shipments;
- Suspect/affected serial number(s) or date codes, lot numbers, or other part identifiers;
- Appropriate corrective action plan (CAP).

Supplier is responsible for reasonable costs incurred due to escapes as set forth in Section 14.

10.2. Returns and Replacement of Nonconforming Product When returning or replacing nonconforming product, the Supplier shall **clearly identify** the **disposition status** of the product on all shipping documentation. The **disposition status** shall be identified as **one of the following**:

Reworked – Product that has been reworked and verified to fully conform to the applicable Purchase Order (PO), engineering drawings, specifications, and all design and quality requirements.

Replaced – New product supplied as a direct replacement for the returned nonconforming product referenced on the Rejection Report (RR).

Returned As-Is – Product returned without rework after inspection and segregation of nonconforming items or returned upon written agreement from SPI Quality when No Fault Was Found (NFF).

The Supplier shall ship all returned or replacement product using the **RR Purchase Order** provided with the returned parts. The **RR Purchase Order number** shall be clearly referenced on **all shipping documentation**, including but not limited to the packing slip, certification documents, and shipping labels.

Failure to properly identify product disposition status or reference the correct RR Purchase Order may result in delays in receiving, inspection, or corrective action closure.

For **product** being **delivered against an AMR**, or other customer's MRB disposition authorization, the supplier shall **indicate the AMR No. or Disposition No. on the C of C**. Such product shall be segregated from conforming product, shipped on separate shippers or line items and in separate containers.

11. Documentation, Certificates, and Record Retention

11.1. Certificate of Conformance: When specified by the Purchase Order (PO), the Supplier shall furnish a Certificate of Conformance (C of C) with each shipment. The C of C serves as the Supplier's formal attestation that all delivered products comply with the applicable engineering, contractual, regulatory, and purchase order requirements.

The Supplier's C of C shall, at a minimum, include the following information:

- **SPI Purchase Order (PO) Number** associated with the shipment.
- **Part Number** as listed on the PO and/or engineering documentation.
- **Part Revision**, when specified on the PO, drawing, or technical data.
- **Quantity Shipped**, matching the physical shipment.
- **Statement of Conformance** affirming that the delivered products, materials, and processes fully comply with all applicable requirements, drawings, specifications, and acceptance criteria.
- **Authorized Signature**, of an individual designated by the Supplier's Quality organization.

11.2. Manufacturer's Certificate of Conformance. When **Full Certification is required** by the PO, the **Distributor** shall provide the original **Manufacturer's Certificate of Conformance (C of C)** for the delivered product. The Manufacturer's C of C shall be issued by the OEM or approved manufacturing source.

11.3. Material and Process Certifications. When **Full Certification is required** by the PO, the **Manufacturing Supplier** shall provide complete documentation demonstrating conformity to all applicable requirements specified on the drawing, specification, and any product standards flowed down through the PO. As applicable, the Supplier shall provide:

11.3.1. Raw Material Mill Certifications

Mill certifications shall include the following, at a minimum:

- Chemical and physical test results
- Heat/Lot identification and traceability
- Applicable material specification and revision level

11.3.2. Special Process Certifications

Certifications for special processes shall clearly identify:

- The specific process performed

- Applicable process specification and revision level
- Class, grade, type, method, or condition, as required by the specification

All certifications shall be legible, complete, and traceable to the delivered product and must meet the requirements of aerospace industry standards (e.g., AS9100, NADCAP, and customer-specific requirements, as applicable).

11.4. BAC5440 (Boeing specification). When machining per BAC5440 is designated on the drawing, parts list or specification as flowed down on the PO, Supplier shall provide all applicable certification with shipment including but not limited to: Heat Treatment, Stress Relieve, Etch Inspection per BAC5436, Magnetic Particle Inspection per BAC5424 as called out in BAC5440.

Upon request, Supplier shall provide SPI with evidence of the manufacturing process to verify compliance to BAC5440 (e.g. Router, Traveler).

11.5. SPOC 140 Exception. When “SPOC” is flowed down on the PO in lieu of retaining all required certifications per SPOC 140.3, Supplier shall provide the applicable certifications (including the DIP per SPOC 128) to SPI with each shipment in accordance with this document when flowed down on the PO.

Supplier shall provide evidence of 2nd hardness verification with shipment **when a hardness value is specified** on the engineering drawing, material specification, or heat treatment requirement that is contained in any Honeywell, Government, or Industry material specifications (AMS, ASTM, etc.).

11.6. SPI-Supplied Product. When shipping product to SPI that has been manufactured using SPI-supplied material (including but not limited to castings, forgings, bearings, or other furnished items) and returned in a finished or machined condition, the Supplier shall include a copy of the SPI Shipper (WIP-XXX) with each shipment.

11.7. Shelf-life materials shall include batch/lot, specification and revision where applicable, cure/lube/manufacture date, required storage conditions, and expiration on certification/documentation and packaging as required by the specification.

The minimum remaining shelf-life shall be 60% unless stated otherwise on the PO.

Sealed Bearings lubrication date shall be less than two (2) years from the actual delivery date to SPI.

11.8. Record Integrity. Records shall be legible, indelible, and tamper-evident. The use of any method that causes the original data of documents to be obliterated and unreadable (ie, the use of correction fluids, correction tape, or write-overs) to correct, modify or otherwise alter the

data on any certifications or test reports is prohibited. Corrections may be made on records providing it is clearly obvious that a correction was made and it is signed (initialed) or stamped and dated by an authorized individual.

All source certifications provided must establish a chain of custody from the supplier to the source or original manufacturer as applicable.

11.9. Retention & Availability. Supplier shall retain quality records not less than 15 years from delivery to SPI unless otherwise specified by the PO or SPI customer-specific requirements (e.g. Honeywell SPOC). Supplier shall provide records in English within 48 hours of request, subject to proprietary protections. The following records shall be retained for a minimum of twenty-five (25) years from delivery: Original Manufacturing Drawing, Design Verification Documents, Documents related to Design Confirmation, and Original Production Procedure. Contact SPI before destroying any records after the retention period.

11.10. APQP. When “SPOC” is flowed down on the PO, Advanced Product Quality Planning (APQP) requirements defined in SPOC 420 apply and shall continue to apply during ongoing production. Supplier shall submit any APQP data upon request by SPI.

11.11. Electronic Files. Supplier may provide all required documentation electronically via email to SPI Quality or through another mutually agreed-upon method, provided such documentation is submitted prior to or at the time of shipment. Failure to provide the required documentation may result in delayed acceptance, delayed payment, and/or issuance of a Nonconformance Report (RR), at SPI’s discretion.

11.12. Referencing of Certifications for Same-Lot Deliveries. For subsequent deliveries of product originating from the same lot, the Supplier is not required to resubmit certification documents. In such cases, the Supplier may reference the original certifications by including the following information on all applicable shipping documentation:

- Original Packing List Number
- Purchase Order Number
- Date the Original Certifications Were Provided

This provision is permitted only when the lot number remains unchanged, and the original certifications remain valid and applicable to the material supplied. Upon request, the Supplier shall provide the original certification documents without delay.

11.13. Country of Origin. Supplier shall provide the accurate Country of Origin (COO) for all products supplied under this Purchase Order including any customer-specific requirements (e.g. SPOC). COO may be listed on the packing slip or Certificate of Conformance (C of C). Supplier shall notify Buyer if the COO of any part changes and provide supporting documentation upon request.

12. Regulatory & Trade Compliance

12.1. Ethics and Human Rights. Supplier shall conduct business ethically and comply with laws addressing forced labor, slavery, and human trafficking and shall flow down such requirements to sub-tiers. Supplier shall adhere to SPI Supplier Code of Conduct, at a minimum, with all business involving SPI. The SPI Code of Conduct is available for review and download at <https://spi-inc.com/supplier>.

12.2. Export Controls (ITAR/EAR). If Supplier is an Original Equipment Manufacturer (OEM) or an authorized reseller, Supplier represents, to the best of its knowledge and based on reasonable due diligence, that the products, services, components, and associated technical data supplied under the SPI PO are **not subject to the International Traffic in Arms Regulations (ITAR)** as defense articles or defense services under 22 CFR §§ 120.6 and 120.9 at the time of delivery.

Supplier shall notify SPI in writing **within a reasonable time after becoming aware** if any item or technical data supplied under the SPI PO is determined to be subject to ITAR or if the applicable export control classification changes.

Upon request, Supplier shall provide **commercially reasonable assistance and available documentation** to support export classification determinations under the U.S. Export Administration Regulations (EAR), including the applicable Export Control Classification Number (ECCN), or confirmation of U.S. Munitions List (USML) applicability, where relevant.

If any product or component is specifically designed or modified for military end use or military end users, Supplier shall disclose this to SPI in writing. Any required jurisdictional or classification determinations shall be addressed prior to shipment, unless otherwise agreed in writing.

Supplier represents that, to the best of its knowledge, neither Supplier nor its subcontractors or agents involved in performance of the SPI PO are listed on U.S. government restricted or denied party lists maintained by the Departments of State, Commerce, or Treasury.

12.3. Safety Data Sheets (SDS). Supplier shall provide current Safety Data Sheets (SDS) in accordance with applicable regulations, including OSHA 29 CFR 1910.1200 and other applicable regional requirements, for any hazardous chemicals, materials, or substances supplied under this Purchase Order.

SDSs shall be provided upon request or with initial delivery of the applicable material, and updated SDSs shall be furnished within a reasonable time following any material change to the product or regulatory classification.

Where products are articles that do not require SDSs under applicable law, Supplier shall provide confirmation upon reasonable request.

12.4. Environmental – Ozone-Depleting Substances. Supplier shall use commercially reasonable efforts to comply with applicable requirements of **U.S. EPA 40 CFR Part 82 – Protection of Stratospheric Ozone**, as they relate to the goods and services provided under the SPI PO.

Supplier shall not intentionally use Class I ozone-depleting substances (including CFCs, Halons, carbon tetrachloride, or methyl chloroform) in the manufacture of delivered products or related processes. Use of Class II ozone-depleting substances (HCFCs) shall be limited to uses permitted under applicable EPA phase-out schedules and, where applicable, disclosed prior to shipment.

Where ozone-depleting substances are replaced with alternative chemicals, Supplier shall ensure that such substitutes are acceptable for the intended use under the EPA **Significant New Alternatives Policy (SNAP)** program, where applicable.

If delivered items, containers, or packaging are subject to EPA ozone-depleting substance labeling requirements, Supplier shall comply with applicable labeling and recordkeeping obligations under 40 CFR Part 82.

Supplier shall not knowingly vent or release regulated refrigerants during manufacturing, testing, or servicing activities, except as permitted by applicable EPA regulations and only where refrigerants are used in such activities.

Upon reasonable request, Supplier shall provide commercially available documentation demonstrating compliance, such as material declarations, Safety Data Sheets, or environmental compliance statements.

Failure to comply with applicable requirements of 40 CFR Part 82 shall be treated as a non-conformance. Supplier shall notify SPI within a reasonable time after discovery and use reasonable efforts to implement corrective action limited to the affected products.

12.5. REACH / SVHC (EU/EEA market). Supplier shall use commercially reasonable efforts to ensure that products delivered under the SPI PO comply with **EU REACH Regulation (EC) No. 1907/2006**, as applicable to articles and substances in articles, based on the requirements in effect at the time of delivery.

Where Supplier has actual knowledge that a delivered article contains a Substance of Very High Concern (**SVHC**) listed on the ECHA Candidate List at a concentration greater than **0.1% weight-by-weight**, Supplier shall provide information required under **REACH Article 33**, including the name of the SVHC and available information necessary for safe use. A negative declaration shall be provided upon reasonable request if no SVHCs above the threshold are known to be present.

Supplier shall ensure, to the best of its knowledge, that delivered articles comply with applicable substance restrictions under **REACH Annex XVII** and do not intentionally contain substances subject to **REACH Annex XIV** unless a valid authorization exists for the specific use.

Where required by applicable law, Supplier shall provide reasonable information to support downstream SCIP database obligations.

Supplier shall notify Purchaser within (5) business days after becoming aware of any regulatory change or material product change that affects REACH compliance for future deliveries.

12.6. EU POPs, PFOS, MCCPs, & LC-PFCAs: Compliance with Global POPs Regulations: Supplier warrants that all goods and materials comply with **Regulation (EU) 2019/1021** (as amended) and the **Stockholm Convention on Persistent Organic Pollutants (POPs)**. Specifically, Supplier certifies that:

PFOS/PFOA: Products do not contain **Perfluorooctane Sulfonic Acid (PFOS)** or **Perfluorooctanoic Acid (PFOA)** above applicable UTC limits.

MCCPs (Medium-Chain Chlorinated Paraffins): In alignment with the UN notification of 16 December 2025, Supplier warrants that MCCPs (C14-17 chloroalkanes) are not intentionally added and do not exceed 0.1% (1,000 mg/kg) by weight.

LC-PFCAs (Long-Chain Perfluorocarboxylic Acids): Supplier warrants that C9-C21 PFCAs, their salts, and related compounds are not present above the limit of 0.025 mg/kg for the sum of PFCAs and 26 mg/kg for related substances.

Documentation of compliance must be provided within five (5) business days upon request. Supplier shall notify SPI immediately in writing for any products that are not in compliance with this regulation.

12.7. Conflict Minerals (3TG). Supplier acknowledges the legal, regulatory, and reputational risks associated with the sourcing of tin, tantalum, tungsten, and gold (“3TG”) from conflict-affected and high-risk areas, including the Democratic Republic of the Congo (DRC) and adjoining countries.

This requirement is intended to support SPI’s compliance with Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the related SEC conflict minerals disclosure requirements.

To support SPI’s compliance obligations, Supplier shall implement commercially reasonable processes to: Identify whether 3TG are necessary to the functionality or production of products supplied under the SPI PO. Determine, to the extent reasonably practicable, the country of origin of any such 3TG. Identify whether such 3TG originate from the DRC or adjoining countries or are from recycled or scrap sources. The supplier is not required to be an SEC registrant but is required to provide accurate information reasonably available from its supply chain. Upon request, provide current Responsible Minerals Initiative (RMI) CMRT (or equivalent) to support SPI and customer disclosures; maintain supply-chain due diligence records for five (5) years.

12.8. Excluded Parties / Sanctions. Supplier shall not use sub-tiers that are excluded/debarred on the U.S. System for Award Management (SAM) or relevant sanctions lists for work under the SPI PO. <https://sam.gov>.

12.9. EU Sanctions – Russian Iron and Steel. Supplier shall not supply products that are of Russian origin or processed in a third country using Russian-origin iron/steel covered by EU Regulation 833/2014, Article 3g and Annex XVII, as phased-in. Maintain evidence (e.g., Mill Test Certificates) to demonstrate compliance at import when required.

Noncompliance with any applicable regulation requirements as flowed down in this SPR-001 shall be treated as a nonconformance, and Supplier shall use reasonable efforts to provide corrective action limited to the affected products.

13. Business Continuity

Supplier shall maintain a business continuity plan appropriate to the risks (e.g., protection and recovery of tooling, test equipment, engineering data; contingency for utilities, labor, equipment failures) to support uninterrupted supply to SPI. Supplier shall notify SPI promptly of any event that may impact delivery or conformity and propose mitigation.

14. Warranty, Remedies, and Cost Recovery (Consolidated)

Supplier warrants that all products and services are free from defects in material and workmanship, conform to PO/drawing/specifications, and comply with applicable laws and regulations. Unless otherwise stated on or flowed down on the PO, the warranty period is twelve (12) months from SPI's receipt. These warranties survive inspection, acceptance, and payment. Claims accrue upon discovery.

Upon notice of nonconformance within or outside the warranty period, SPI may require, at SPI's option: (a) prompt repair/rework, replacement, or correction at Supplier's expense; (b) an equitable price reduction; (c) rejection with refund; or (d) procurement of conforming items from alternate sources with excess reasonable costs charged to Supplier. Remedies are cumulative and in addition to those available at law or equity.

Supplier shall be responsible for reasonable, documented costs arising from escapes, counterfeit parts, or nonconforming deliveries attributable to Supplier or its sub-tiers, including but not limited to removal/disassembly, failure analysis, rework/retest, replacement, reinstallation, freight, customer charges, field service, and additional containment or verification activities. Unless set off by SPI, Supplier shall reimburse SPI per invoice terms.

15. Legal & Administrative

15.1. Acceptance Authority Media and Record Integrity. Use of AAM constitutes a personal attestation of work performed and product conformity. Falsification, misrepresentation, or

unauthorized alteration of records is prohibited and may result in PO termination for cause, removal from SPI's approved supplier list, and referral to authorities, as permitted by law.

15.2. Assignment and Subcontracting. Supplier shall not assign the PO or subcontract the whole of the work without SPI's prior written consent, except for permitted sub-tier processes with flowed-down control per Section 7.

15.3. Governing Law and Venue. This SPR-001 and any Purchase Order incorporating it shall be governed by and construed in accordance with the laws of the State of California, United States, excluding its conflict-of-law rules.

15.4. Survival. Sections concerning confidentiality, record retention, warranty/remedies, indemnification (if separately agreed), compliance, and governing law shall survive delivery and any termination or expiration of the PO.

15.5. Entire Agreement; No Waiver. This SPR-001 supplements the PO; in case of conflict, see Section 1. SPI's failure to enforce any provision shall not constitute a waiver of future enforcement. Modifications must be in writing and executed by SPI.

15.6. Severability. Exclusion of any individual section of these requirements, if allowed by SPI, shall not affect the validity of the remainder of requirements included in this document.

16. Revisions to Purchase Order Supplements

This SPR-001 and applicable Supplements may be revised by SPI from time to time. Any revision shall be issued in writing and identified by a revision level or date.

Supplier shall comply only with the latest revision of the Supplement expressly issued or incorporated by SPI. Unless otherwise agreed in writing, revisions to the Supplement shall apply prospectively only and shall not affect products already delivered or accepted prior to the effective date of the revision.

If Supplier reasonably determines that a revision to the Supplement materially impacts cost, schedule, or performance obligations, Supplier shall notify Buyer within a reasonable time so the parties may mutually resolve the impact.

Current revisions of the SPR-001 or Supplements can be obtained at: <https://spi-inc.com/supplier>.

17. Revision History

Rev	Date	Descriptions of Changes	Quality Approval	Management Approval
NC	02/17/2026	Initial Release	Tina Potter Signature on file	Mike Ivans Signature on file
A	02/19/2026	Revised para 11.1, 11.2 and 11.3 with more detail for better clarity. Changed reference of "All Certs" to "Full Certification" to be in line with PO text. Added para 11.13 Country of Origin	Tina Potter Signature on file	Mike Ivans Signature on file