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PURPOSE

The following Quality Requirements define the suppliers’ responsibilities for ensuring conformance to ATEC Engineering (“ATEC”) purchase order requirements. These requirements have been implemented with the objective of receiving defect free products with the correct documentation on the scheduled delivery date. Failure to comply with these requirements may result in the supplier’s product being rejected and can adversely affect the supplier’s quality rating with ATEC.

The supplier shall flow down all relevant purchase order requirements including, when applicable, the use of customer approved special process sources to any sub-tier suppliers involved in the manufacture of ATEC product, including the use of NADCAP approved sources where indicated. Sub-tier suppliers are required to comply with all specified purchase order requirements. The supplier is responsible for ensuring that any work performed by a sub-tier supplier is in accordance with ATEC’s purchase order requirements.

1. ETHICAL BUSINESS PRACTICES

ATEC suppliers are expected to conduct themselves in a manner consistent with the highest standards of professional business conduct and encourages all suppliers to implement an effective ethics program. Suppliers shall not offer, promise, authorize, or provide, directly or indirectly, anything of value, including business gifts or courtesies, with the intent or effect of inducing anyone to engage in unfair business practices and shall avoid involvement in activities that may be perceived as a conflict-of-interest. Suppliers shall respect the legitimate proprietary rights and intellectual property rights of customers and take appropriate actions to protect sensitive information, including confidential, proprietary and personal information.

Code of Conduct minimum standards apply to all third parties that directly or indirectly provide goods or services to ATEC. Each Supplier is responsible for compliance with the standards set out in this Code of Conduct throughout its operations and throughout its entire supply chain. Supplier shall comply with this Code of Conduct in all of its facilities and all of its operations. Supplier is responsible for compliance with this Code of Conduct by all of its suppliers, vendors, agents, and subcontractors. **Compliance** – Supplier must maintain the highest ethical standards and comply with all applicable laws, rules and regulations. Toward that end, Supplier must comply with all the following: **Slavery and Human Trafficking** – All labor must be voluntary. Supplier shall not support or engage in slavery or human trafficking in any part of its supply chain. Supplier shall implement and maintain a reliable system to verify the eligibility of all workers, including age eligibility and legal status of foreign workers. **No Discrimination, Abuse, or Harassment** – Supplier shall not discriminate in hiring, compensation, training, advancement or promotion, termination, retirement, or any other employment practice based on race, color, national origin, gender, gender identity, sexual orientation, military status, religion, age, marital or pregnancy status, disability, or any other characteristic other than the worker’s ability to perform the job. Supplier shall not subject workers to physical, verbal, sexual, or psychological abuse or harassment and shall comply with all applicable laws on harassment and abuse of employees. **Work Hours and Wages** – Supplier shall comply with all applicable laws addressing work hours and overtime, as well as all applicable laws addressing wages and benefits. **Health and Safety** – Supplier shall provide a safe and healthy workplace for employees, including appropriate controls, training, work procedures and personal protective equipment, and shall comply with all applicable workplace health and safety laws. **Environmental Protection** – Supplier shall operate its facilities in compliance with all environmental laws, including laws and international treaties relating to



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waste generation and disposal, emissions, discharges, and hazardous and toxic material handling. Supplier must ensure that the goods that it manufactures (including the inputs and components that it incorporates into its goods) comply with all environmental laws and treaties. **Gifts and Entertainment** – Supplier must not offer cash to any employee of ATEC or Supplier’s suppliers, vendors, agents or subcontractors. Supplier must not provide gifts or entertainment to any such employee in those cases where such gift or entertainment is being provided in order to influence such employee’s actions, or where acceptance of such gift or entertainment could create the appearance of a conflict of interest. **No Bribery** – Supplier has adopted and maintains adequate policies, procedures and controls to ensure that Supplier is in compliance with the **Foreign Corrupt Practices Act (15 U.S.C. § 78dd-1, et seq.)** and all other local or otherwise applicable laws prohibiting bribery of government officials. **Insider Trading** – Supplier and its personnel must not use material, non-publicly disclosed information obtained in the course of their business relationship with ATEC as the basis for trading or for enabling others to trade in the stock or securities of any other company. Compliance with Laws – Supplier shall comply with all applicable national and local laws and regulations. Where this Code of Conduct requires Supplier to meet a higher standard than set out by law or regulation, Supplier shall meet such higher standards. **Fraud and Falsification** - Any falsification, concealment, or misrepresentation related to purchase order work may be subject to federal criminal penalties. Employees performing work must be informed of these penalties before work begins. Actual or suspected fraud must be reported to ATEC. **Report Violations** – Supplier shall self-report any violations of this Code of Conduct. Violations and concerns may be reported by calling (602) 231-0880. Supplier shall not retaliate or take disciplinary action against any worker who has, in good faith, reported violations or questionable behavior, or who has sought advice regarding this Code of Conduct. **Termination** – ATEC may immediately terminate its business relationship (including any purchase order(s) and purchase contracts) with Supplier if Supplier or any of its vendors, agents, or subcontractors fail to comply with this Code of Conduct in any manner.

2. PRODUCT SAFETY & CONFORMANCE

Suppliers shall support product safety and conformance by ensuring robust management of special requirements, critical items, and key characteristics. SPC charts are required when Key or Critical characteristics are communicated by ATEC. Suppliers shall communicate to ATEC any concerns with product safety. If there is a concern at the supplier’s premises regarding product safety during the manufacture of the product, the supplier shall notify its own employees of the concern and whenever possible, mitigate the concern. The supplier shall ensure that employees working on its behalf are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behavior. Training Requirements – Suppliers must ensure personnel competency, training records, qualified inspection personnel, and special process training compliance.

Gage Accuracy – Measurement equipment must meet 10:1 accuracy ratio, 4:1 minimum if justified.

3. REVISION CONTROL

The supplier shall assure the drawing revision on file at their facility corresponds with the revision noted on ATEC purchase orders. The supplier is responsible to contact ATEC’s purchasing agent with any discrepancies in drawing revisions. Where material or process specifications are referenced, the supplier shall provide products in accordance with the latest published revisions of required specifications at time of order, unless otherwise indicated.



4. CERTIFICATE OF CONFORMANCE

When indicated in ATEC's purchase order: Each shipment shall be accompanied by a Certificate of Conformance (C of C) certifying that product meets the requirements of the purchase order and specifications referenced on the drawing and/or purchase order. At minimum, the C of C shall contain the following information:

- Supplier's name and address
- ATEC's Purchase Order number
- Product description
- Part number
- Part revision
- Quantity
- Statement certifying product compliance
- Shelf life (if applicable)
- Serial numbers (if applicable)
- Date code(s) or lot number(s) (if applicable)
- Signature and date by authorized representative

5. QUALITY MANAGEMENT SYSTEM

ATEC encourages all suppliers to maintain an effective quality management system (QMS) that meets the requirements of ISO9001, AS9100, and/or ISO 13485 to ensure product and process integrity as well as to effectively meet the requirements stated on ATEC's purchase order, engineering drawings, and this document. The QMS must include controls for calibration, contract review, customer supplied material, nonconforming product, quality records, raw material control, corrective action, final inspection, internal audits, FOD prevention, receiving inspection, and written work instructions.

6. RAW MATERIAL AND SPECIAL PROCESSES CERTIFICATIONS

When indicated in ATEC's purchase order: Raw material (aluminum, steel, peak, etc.) and special processes (paint, plating, chemical conversions, etc.) shall conform to specifications and standards specified on the drawing and/or ATEC purchase order. The supplier shall provide documented evidence of this conformity including a listing of each material element or test result in the test report. The applicable material/special process conformance certificate shall contain the following information:

- Supplier's name and address
- Purchase order number
- Part number including revision
- Quantity
- Material/Special Process type and specification including revision (type/grade/class/physical and chemical properties, etc.)
- Lot number (manufacture/heat/batch number)
- Country of origin
- Signature and date by authorized representative

The supplier shall submit, with each shipment, a report listing actual test results, identifiable to the respective products.

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Products to be delivered under this purchase order shall consist of new materials, not used, reconditioned, remanufactured, or of such age as to impair such materials' usefulness or safety.

CONFLICT MINERALS: ATEC fully supports the position of the electronic industry citizenship coalition (EICC) and the organization for economic co-operation and development (OECD) to avoid the use of metallic ores which finance or benefit armed groups in the Democratic Republic of the Congo (DRC) or adjoining countries. ATEC is fully aware of section 1502 of the DODD-Frank Wall Street reform and Consumer Protection Act pertaining to "Conflict Materials". Seller represents and warrants that the goods and services delivered pursuant to all or any part of this order shall be "DRC onflict free" and shall not contain "conflict minerals" originating from any of the "covered countries", in each case as such terms are defined by the Securities Exchange Commission pursuant to the DODD-Frank Wall Street reform and Consumer Protection Act, as may be amended from time to time. "Conflict Minerals" are tin (cassiterite), tungsten (wolframite), tantalum (columbite-tantalite or coltan) and gold, and the derivative metals from these materials. the "covered countries" are the Democratic Republic of The Congo, Angola, Burundi, Central African Republic, the republic of Congo, Rwanda, South Sudan, Tanzania, Uganda and Zambia. Supplier shall provide buyer with an opportunity to audit from time to time the source of the conflict minerals contained in all or any part of the goods and services. Supplier will reimburse ATEC for any costs, fines or penalties that it incurs if Supplier does not comply with this section.

7. TEST AND INSPECTION REPORTS

When indicated in ATEC's purchase order: the supplier shall provide acceptance test and/or inspection data with shipment of product, as further evidence of conformance to purchase order requirements. The supplier shall submit, with each shipment, a report listing actual test results, identifiable to the respective products.

8. RIGHT OF ENTRY

Upon request, the supplier shall allow ATEC right of entry to perform inspections, surveys, or surveillance and access: facilities, records, personnel, processes, and traceability documentation. These rights shall extend to ATEC customers and regulatory agencies, at no increase in price, cost, or fee to ATEC, ATEC customers, or regulatory agencies.

9. WORKMANSHIP

Workmanship shall be of a level of quality to assure that the purchased material/process/product meets the performance requirements of the purchase order, engineering drawing, and referenced specifications. Products shall not be cracked, chipped, broken, or otherwise damaged beyond the limits of the original part specification. Product shall be free of scratches, sharp edges, loose, blistered, or foreign matter, and other evidence of poor workmanship that may render the product unsuitable for the purpose intended. Suppliers must use approved sources, accept all contract requirements, be controlled by the primary supplier, be included in FAI submissions if applicable. Unauthorized subcontracting can result in product rejection and contract cancellation.



10. FOREIGN OBJECT DEBRIS (FOD)

The supplier shall ensure that products delivered to ATEC are free of FOD. ATEC encourages all suppliers to incorporate a FOD prevention program to identify and eliminate foreign object entrapment areas and paths through which foreign objects may migrate into deliverable products (see NAS-412 or AS9146 for guidance). Suppliers are expected to perform 100% visual inspection for FOD and cosmetic requirements. Delivered products to ATEC must be clean and free from any material/debris, such as machined chips, burrs, grinding dust, forming materials, corrosion, oil, and other foreign material on surfaces to prevent FOD entrapment.

11. NONCONFORMING MATERIAL

The supplier shall maintain a fully documented nonconforming material control system. Nonconforming or suspect material shall be identified and segregated to prevent unintended use or delivery. The supplier shall not ship any product which deviates from drawings, specifications, or other procurement requirements without the express written approval of ATEC. In instances where nonconforming product may have been shipped, the supplier shall notify ATEC within 72-hours.

12. CORRECTIVE ACTION

The supplier shall have a corrective action system in place. All requests for corrective action shall be answered by the due date identified in ATEC's request for corrective action form. Containment response is required within 48-hours of the request. If this date cannot be met, a formal request for extension shall be requested through ATEC's purchasing agent. Late responses may affect the supplier's rating and result in potential loss of business. Corrective action responses shall be documented and include containment, identification, and segregation of material. The response shall describe the root cause of the problem, corrective action taken to prevent reoccurrence, and include objective evidence of actions taken. When a sub-tier is responsible for the nonconformance the prime supplier shall flow down a request for corrective action to the sub-tier supplier.

13. CALIBRATION – MEASUREMENT TRACEABILITY IS REQUIRED

Supplier shall maintain adequate equipment to measure and test product for conformance to ATEC requirements and have a calibration system that is traceable to NIST or use an independent calibration service that has a system complying with the latest revision of ANSI/NCLS Z540.3 or ISO 17025.

14. PACKAGING & HANDLING

Suppliers shall ensure that required documentation is included with shipments and that the correct material is provided and properly marked, identified, and packaged. Unless otherwise specified, all products shall be packed in accordance with the best available commercial practices and in compliance with applicable federal, state, and local transportation regulations. Packaging must be done in a manner that protects against potential damage from shipping, foreign object damage (FOD), corrosion, moisture, deterioration, contamination or damage by processing, handling, and storage at supplier's facility or in transit to ATEC or any sub-tier supplier.



15. RECORD RETENTION

The supplier shall maintain records pertaining to the manufacture, inspection and/or testing of all ATEC products. Records shall be adequate to ascertain the quality level of production processes and shall include any chemical and physical test results of raw materials used in the manufacture of product. Records shall be retained for a period of 10 (ten) years and available for review upon request. After retention period, supplier shall dispose of records by shredding.

16. CHANGE IN LOCATION, NAME, OR OWNERSHIP

The supplier shall provide 90-day notice to ATEC of minor changes in processes, suppliers, materials, work transfers, manufacturing location, name, or ownership. A 365-day notice is required for major changes.

17. COUNTERFEIT PARTS PREVENTION

No supplier or distributor shall deliver any counterfeit parts, materials, or components to ATEC. If suspect/counterfeit material is furnished to ATEC, the seller shall replace material at no additional cost to ATEC. Seller shall be liable for all costs relating to impoundment, removal, and replacement. Reference AS5553 Counterfeit Electronic Parts; Avoidance, Detection, Mitigation, and Disposition or AS6174 Counterfeit Material; Assuring Acquisition of Authentic and Conforming Materiel for additional information and definitions. For purposes of this clause, work consists of those commodities delivered under this contract that are the lowest level of separately identifiable items (e.g., articles, components, standard hardware, goods, raw materials and assemblies). "Counterfeit Work" means Work that is, or contains, items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair but is altered and misrepresented as acceptable. Seller shall only purchase products to be delivered or incorporated as Work to Buyer directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), OCM/OEM authorized distributor chain, Aftermarket Manufacturer, or Authorized Reseller. These products shall have verification that Work is traceable to OCM/OEM; OCM/OEM authorized distributor chain, Aftermarket Manufacturer, or Authorized Reseller that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product for the Seller. Work can only be acquired from independent distributors or brokers in cases of diminishing material supply (DMS) or obsolescence and shall be subjected to a screening process appropriate to the commodity in accordance with the Counterfeit Parts / Material Prevention and Control Plan. The seller shall maintain a method of commodity and item level traceability that ensures tracking of the supply chain back to the manufacturer of all <MATERIAL> being delivered per this order. This traceability method shall clearly identify the name and location of all of the supply chain intermediaries from the manufacturer to the direct source of the materiel for the seller and shall include the manufacturer's commodity or item level identification for the items) such as date codes, lot codes, heat codes, serializations, unique item identifiers, or batch identifications. If traceability is not obtainable, written notice shall be provided to the Supplier Quality Engineer and buyer prior to delivery with records of evidentiary tests and inspections performed and conformance of the product to specified acceptance criteria that ensures verification activities taken to assure authenticity. Written notice is not required for raw material and standard hardware purchased from independent distributors or brokers, but products must be able to provide commodity level traceability to the Original Manufacturer. Seller shall notify ATEC Buyer in accordance with corrective/preventative action with the

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pertinent facts if Seller becomes aware or suspects that it has furnished Counterfeit Work. Seller shall provide to ATEC Buyer, upon request, the supply chain traceability to an Original Manufacturer or authorized distributor chain that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product for the Seller.

Seller shall include this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as work to ATEC. Sellers eligible for utilization of the Government-Industry Data Exchange Program "GIDEP" shall utilize the GIDEP process to alert the industry of encountered counterfeit parts.

18. CALIBRATION SERVICE PROVIDERS

When ATEC’s purchase order is for calibration services, the calibration service provider shall have a calibration system in accordance ISO 17025:2005, 10012:2003, or other equivalent accredited calibration laboratory. ATEC will request evidence of accreditation as needed.

19. DFARS 252.225-7009 SPECIALTY METALS FROM QUALIFYING COUNTRY

When indicated in ATEC’s purchase order: the supplier agrees to only supply materials in accordance with DFARS clause 252.225-7009. The supplier shall flow down this requirement to all sub-tier suppliers used to fulfill ATEC purchase orders. Specialty Metals are typically defined as metals containing Titanium, Zirconium, Cobalt, Corrosion Resistant/Stainless Steel, or High Performing Magnets. The supplier shall provide a certificate of conformance that certifies the origin of material melt of specialty metals by a qualifying country.

20. SHELF-LIFE MATERIALS

Items with limited shelf life (i.e. epoxy, adhesives, rtv, etc.) shall be marked on the item, package, or container with the manufactured date, storage temperature, special handling requirements, and expiration date of the items. ATEC expects to have 95% of useful shelf life remaining and will not accept materials with less than 80% of shelf life, without written authorization from ATEC’s Purchasing Representative.

21. SOURCE INSPECTION

When indicated in ATEC’s purchase order: ATEC reserves the right to perform a source inspection at the supplier, or sub-tier supplier’s facilities, at any point in the manufacturing process to determine conformance to purchase order requirements. When a source inspection is required, it shall be indicated on the ATEC purchase order. The supplier shall contact ATEC’s procurement representative to request source inspection seventy-two (72) hours prior to intended inspection date.

22. FIRST ARTICLE INSPECTION REPORT

When indicated in ATEC’s purchase order: A first article inspection report (FAIR) shall be provided on initial purchase of product unless waived in writing by ATEC’s purchasing agent. The FAIR shall be performed in accordance with AS9102 requirements. First Articles shall be conducted using ATEC-provided drawings, parts list, notes, specifications, and any lower-level drawing invoked. The FAIR shall include the complete AS9102 forms, a ballooned drawing, and all applicable material, special processing, and test certifications.



23. DPAS RATED ORDERS

When indicated in ATEC’s purchase order, DPAS rated orders shall be processed in order of priority per: <https://www.dema.mil/DPAS/>. This is a rated order certified for national defense use, and you are required to follow all the provisions of the Defense Priorities and Allocations System regulation (15 CFR part 700). Full requirement is found at <https://www.ecfr.gov/current/title-15/subtitle-B/chapter-VII/subchapter-A/part-700>.

24. ADDITIONAL REQUIREMENTS FOR JASC ORDERS ONLY

The following additional requirements apply only when indicated on the ATEC PO:

1. Aluminum alloys procured to fulfill this order shall be produced in compliance with DFAR 252.225-7002.
2. Material certifications traceable back to the mill shall be provided. A material certificate shall only be acceptable and considered valid when issued by the original manufacturing source (i.e., original mill) to include mechanical and chemical properties.
3. All material provided to ATEC under this purchase order must satisfy current government safety and regulatory requirements with respect to Restricted, Toxic, Hazardous, Environmental, and Electromagnetic issues.
4. Supplier will not source or support distribution of counterfeit parts and comply with the requirements of AS6174. Supplier shall use AS6174 as a guideline for avoidance, detection, mitigation, and disposition of counterfeit parts. A counterfeit part is a part that has broken traceability to the original manufacturer (OEM/OCM) or is knowingly misrepresented as genuine by false documentation, marking, alteration, or any number of other circumstances.

25. ADDITIONAL REQUIREMENTS FOR SARGENT ORDERS ONLY

The following additional requirements apply only when indicated on the ATEC PO:

1. FUNCTIONAL TEST REPORTS: Supplier shall submit, with each shipment, a report listing actual test results, identifiable to the respective products.
2. DOMESTIC MATERIALS: Any specialty metals incorporated in articles delivered under this contract shall be certified by the supplier to be melted or produced in the United States, its possessions, Puerto Rico, or DFAR qualifying countries per DFARS clause 252.225-7009.
 - a. Specialty metals means:
 - i. Steel with a maximum alloy content exceeding one or more of the following limits: manganese 1.65%, silicon 0.60%, or copper 0.60%.
 - ii. Steel containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, niobium (columbium), molybdenum, nickel, titanium, tungsten or vanadium.
 - iii. Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent.
 - iv. Titanium and titanium alloys.
 - v. Zirconium and zirconium base alloys.
3. CHEMICAL AND PHYSICAL MATERIAL TEST REPORT: Chemical and physical material test reports shall be submitted for each shipment and include the following:
 - a. Batch, heat or lot number

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- b. The specification & revision the material was produced too. (Ferrous metals require specific values of composition).
 - c. Chemical and Physical analysis with certification statement must accompany all certifications. NOTES- Documents must be legible and have no obscurities to any information including chain of custody. *** In cases where raw material is purchased to be processed further, the processor who brings the material into full compliance will have the mechanical properties tested to ensure compliance to requirements.
4. MERCURY-FREE PROCESSING
- a. Goods furnished shall be free from contamination by the presence of mercury. See purchase order notes for further instruction as applicable.

26. ADDITIONAL REQUIREMENTS FOR MODERN ORDERS ONLY

The following additional requirements apply only when indicated on the ATEC PO:

- 1. Modern Industries Inc.'s Fabrication / Machining Purchase Order Quality Requirements PRU-FAB and Modern's Terms and Conditions SCM-030 latest revision at time of PO (request copies from ATEC Buyer).
 - a. AS9102 FAIR requirements apply only when noted on ATEC's PO.

27. FAIR LABOR STANDARDS ACT AND OTHER LAWS

Supplier specifically represents that all goods sold hereunder will have been manufactured in compliance with all terms, rules and regulations issued under the Fair Labor Standards Act of 1938, as amended, and specifically including all applicable requirements of Sections 6, 7 and 12 of the Fair Labor Standards Act, as amended, and all regulations and orders of the United States Department of Labor issued under Section 14 thereof. Supplier further represents that all goods will have been manufactured and will be sold in compliance with all other federal, state and local laws, including those relating to pricing, performance, safety and environmental impact, and employee health and safety. Suppliers are expected to flow down this requirement to their supply chain. For the full text go to: <https://www.dol.gov/agencies/whd/flsa>.

28. UYGHUR FORCED LABOR PREVENTION ACT OF 2021

Supplier specifically represents that all goods sold hereunder will have been manufactured or sourced in compliance with all terms, rules and regulations issued under the Uyghur Forced Labor Prevention Act (UFLPA). The UFLPA is a U.S. law that took effect June 21, 2022. It was enacted to prevent goods made with forced labor in the Xinjiang Uyghur Autonomous Region (XUAR) of China from entering the United States. Any goods mined, produced, or manufactured wholly or in part in Xinjiang are presumed to be made with forced labor and are prohibited from entering the United States. Goods cannot be imported into the U.S. if they are Produced in Xinjiang, or Produced by entities on the UFLPA Entity List, or Produced anywhere in the world using materials sourced from Xinjiang. Even if the final product is manufactured in another country, the law still applies if upstream materials originate from Xinjiang. CBP focuses heavily on industries where Xinjiang production is common, including Cotton and textiles, Polysilicon (solar panels), Tomatoes and agricultural products, Aluminum, PVC, Electronics supply chains, Lithium batteries, and Critical minerals. The law applies to any company importing goods into the United States. This includes U.S. importers, Manufacturers importing components, Distributors importing finished goods, Companies importing raw materials. It applies regardless of company size. Suppliers are expected to flow down this



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requirement to their supply chain. For the full text go to: <https://www.congress.gov/bill/117th-congress/house-bill/6256>.

Revision	Revision History	Approved By
01/27/25	Initial Release	John Cornell
11/22/25	#15: Added disposal of records and #23 DPAS ratings.	John Cornell
12/11/25	#15: Added statement and link to PART 700 clause.	John Cornell
01/26/26	#17: Expanded counterfeit clause.	John Cornell
03/13/26	Several updates throughout. Added new clauses: #25-28	John Cornell