SCHNELLER LLC SUPPLIER QUALITY MANUAL

September 10, 2025



Supplier Quality Manual

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1.0 Introduction

Schneller LLC recognizes the very important role our Suppliers have in the value we offer our customers. As an extension of our own operations, we rely on our Suppliers to comply with the purchase order, drawing/specification requirements, the requirements of this document, and to assume responsibility for the quality and delivery of their products and services. These requirements are to be flowed down to all sub-tier suppliers as applicable.

Purpose

Schneller LLC serves the market sectors of aerospace and rail. The purpose of this manual is to inform Schneller Suppliers of the core expectations we have regarding the Suppliers' quality management systems, design requirements, and manufacturing process controls required for the purpose of doing business with Schneller, including AS9100D requirements. This manual describes what Schneller expects its Suppliers to do to ensure that all Schneller requirements and expectations are met.

Scope

The Supplier requirements below apply to all Suppliers, sub-tier Suppliers and intra-company Suppliers providing materials, products and services to Schneller LLC and are in addition to and are deemed to be an integral part of Schneller LLC's Purchase Order Terms and Conditions (WIP-017).

2.0 Requirements

The general and AS9100D flow-down requirements outlined herein do not supersede conflicting requirements in the Schneller contract, Purchase Order or drawing, including applicable engineering specifications and process specifications, or applicable long-term agreement(s).

Acceptance of a Purchase Order from Schneller LLC binds the Supplier to the Terms and Conditions listed in the Purchase Order and the requirements listed in this document, including the Supplier Code of Conduct addendum located at the end of this manual. The Supplier is not authorized to outsource any portion of the Purchase Order requirements unless specifically authorized by Mountain Secure Systems and must flow down these requirements to any sub-tier Suppliers. Note that these requirements correspond with the requirements of Schneller LLC customers and with the requirements of AS9100D.

2.1 General Requirements

1) Sub-Tier Selection & Contract Requirement

Suppliers must obtain prior written authorization from Schneller LLC to use subcontractors for any activity relating to the goods or services provided hereunder occurring on Schneller LLC's premises. This includes but is not limited to special process, materials testing services, distributors, and other subcontractors. Suppliers shall be responsible and liable for all acts or omissions of its subcontractors.

- These terms shall be applicable to all subcontractors, and suppliers are responsible for enforcement.
- Suppliers will maintain a contractor management program to ensure that subcontractors comply with the safety requirements of Schneller Terms and Conditions.
- The supplier is responsible to flow down to its sub-suppliers all applicable Schneller, and Schneller Customer requirements, including regulatory requirements where required, including the following:

2) Purchased Parts

In the event that the purchase order is for aerospace parts, there may be additional requirements of the supplier as well as any sub-tier suppliers (see 3.2 AS9100D flow-down requirements below).

- The supplier must conduct a review of all the purchase order requirements to ensure their product or service conforms to those requirements.
- The supplier's Quality Management System (QMS) must address the requirements contained in this document.
- Suppliers are required to flow down data & other requirements to sub-tier suppliers.

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- The supplier must maintain and calibrate precision measuring and test equipment with a method that is traceable to a recognized standard.
- The supplier must establish document and maintain a change process appropriate to the product.
- The supplier must preserve the product during internal processing and delivery to Schneller LLC. maintaining
 conformity requirements. The supplier must provide packaging that protects the component from mechanical
 and environmental damage during transport and storage including effects of temperature, vibration and
 shock. This also includes cleaning, removal of foreign objects, special handling for sensitive products,
 appropriate labeling, shelf life control, stock rotation and other special handling.
- If the supplied products are life-limited, the supplier is required to furnish either the expiration date or the material cure date.
- Product subject to special processing must be accompanied by certification documents that specify that process and the supplier's conformance to the requirements of that process. Suppliers must maintain records at their facility for ten years, after which time they may dispose of them or delete them from their systems.
- A First Article Inspection (FAI) may be required using AS9102 forms as well as a number of additional
 documents such as: material certifications for raw materials, calibration records for gages used, process flow,
 traveler or routing sheets, control plans, inspection sheets, test records for special processes, appearance
 samples, functional test results as specified in print and/or specifications, Part Submission Warrants, capability
 studies, run at rate documentation and certificate of conformance (C of C) documentation. See the current
 AS9100 Aerospace Standard for a better understanding of other possible requirements.

3) Corrective Action

Schneller may issue a request for a Supplier Corrective Action Report (SCAR) when nonconforming material is found. When a formal reply is requested (whether hard copy or electronic media), the Supplier should use the Corrective Action Report provided upon initial communication from Schneller of non-conforming materials. When documenting the root cause, the Supplier shall include the underlying reasons:

- a) why the specific nonconforming condition or incident occurred,
- b) why it was not detected by the Suppliers quality controls, and
- c) why the related process, from a systemic viewpoint, allowed the nonconformance (and potentially others like it) to occur.

The Supplier should apply the following criteria to determine whether the underlying root cause has been identified:

- a) It initiates and causes the event you are seeking to explain.
- b) It is directly controllable.
- c) The elimination of that root cause will result in the elimination or reduction of the problem.

Statements from the Supplier indicating that the corrective action is to alert or retrain the operator, and/or increase inspection, alone, are NOT acceptable corrective actions. These kinds of actions would be considered insufficient and not address the real underlying root cause(s) of why the Supplier's policy, instructions, process, procedure, and/or system allowed the problem to develop and occur and not be detected by quality controls.

Unless otherwise requested by Schneller when notified, the Supplier shall respond to a request for corrective action as follows:

Required Action	Timeline (from initial Schneller communication)
The Supplier shall promptly acknowledge receipt of notification and communicate to Schneller the immediate containment actions to be taken.	Within 24 hours
 The Supplier shall provide an update of the containment plan to protect Schneller during the interim period. This update must include: Confirmation that the Supplier has identified all suspect product in process, in stock, in transit, and potentially at any Schneller site by lot number, Schneller contract number, and quantity. Additional specific containment actions needed to be taken by the Supplier and/or Schneller. 	Within 72 hours

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The Supplier must submit the completed Supplier Corrective Action Report indicating the permanent actions taken, or to be taken, to prevent recurrence of the same problem, to prevent the occurrence of similar problems, and the applicable effectivity dates.

< 30 business days

4) Packaging, labeling, delivery

- Packaging- The Supplier must adequately plan for packaging and labeling designed to prevent product
 contamination, deterioration, or loss and to eliminate shipping damage. Suppliers should provide expendable
 packaging or returnable containers, where appropriate, that provide for sufficient density and protection from
 any likely damage that may occur. Expendable materials and packaging must meet local and national
 standards for safe disposal and/or recycling.
- **Delivery** The Supplier should systematically inform Schneller of any delay in delivering product and provide a new dispatch date.

2.2 AS9100D Flow-down Requirements

- Information associated with processes, products, and services.
 Information Associated With Processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions) will be communicated via the Schneller LLC Purchase Orders.
- 2) Approval and release of products, processes and services and product traceability/lot control Each shipment must be accompanied by one legible copy of a certificate of conformance unless otherwise noted in the Purchase Order. The certificate of conformance shall be signed by the Supplier's head of quality or company officer (or their authorized delegate) attesting that all products and/or services delivered are in compliance with all contract requirements shall be furnished with each shipment to Schneller. All CofC's must be in the English language and may be in electronic format with electronic signatures. All signatures or signature blocks must clearly show title of the signatory.

A certificate of conformance (CofC), supplied with each shipment must provide at a minimum:

- Supplier Name
- Supplier and Schneller part number/description
- Specification revision
- Schneller Purchase Order number
- · Quantity delivered
- Supplier lot numbers
- Supplier date of manufacture
- Quantitative analysis of each element and physical testing as required by specifications/drawings referenced.
- Qualified Laboratory Documentation documentation showing laboratory results of the qualifications for the type of measurements or tests conducted and the standards used.
- Sample Product actual samples as required by the applicable specification or Schneller contract.
- Master Sample retain a master sample, when required by the Buyer, and make available upon request.
- Records of Compliance copies of records showing compliance to all applicable specific requirements to be retained for the life of the product.

The supplier must not release products or services for shipment to Schneller unless all requirements stated on the purchase order, specification and process instructions have been met to ensure product conformity.

When additional certifications/test reports are required for special processing, raw material, etc., the requirements will be specified on the contract.

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3) Product Traceability

Each article delivered under a purchase order must be identified with a part number or other identification. All purchased materials and services are subject to inspection for compliance to the purchase order and all applicable quality requirements. No material or process substitutions, quantity variations or splits from the purchase order may be made without prior written authorization from Schneller LLC.

All suppliers to Schneller LLC must have a lot identification system that distinguishes one lot from another when shipping finished product. Each lot of material should be clearly identified on the product (where applicable) and/or on the product packaging. All material lots should be traceable to raw or component material lots as identified by the supplier's supplier.

All suppliers to Schneller LLC shall maintain the proper identification and revision status of specifications, drawings, process requirements, inspection/verification instructions and all other relevant technical data.

The supplier shall utilize the best industry methods available to pack their materials to assure the product will not be damaged during transit.

4) Raw Material Lot Control

Where the Supplier elects to use more than one lot of raw material, the Supplier shall ensure, document, and furnish positive traceability of each individual product to the raw material certification/test report that represents the raw material from which each of the products was manufactured. Traceability shall be provided by identifying the raw material lot or batch number from the certification/test report on the product and/or on packaging (when used), or the products segregated and identified.

5) Competence and quality awareness

Suppliers shall keep up to date records on the validation of competence, and Quality Awareness of employees producing goods & services.

All processes required by the Purchase Order or to produce products required by the purchase order must be performed by qualified personnel, and the supplier will ensure that personnel are aware of their contribution to:

- product or service conformity
- their contribution to product safety
- the importance of ethical behavior

6) Supplier's interaction with Schneller LLC systems

In addition to the other requirements recorded within this document, Suppliers shall hold all information received from Schneller LLC in confidence and no third-party request for information will be authorized unless approved, in writing, by Schneller LLC.

7) Control and monitoring supplier performance

Schneller LLC will evaluate the active, direct impact of suppliers on an annual basis. This evaluation will include an assessment of each supplier's prior year performance. The results of this assessment will be communicated to the associated suppliers if deemed necessary during onsite visitations and/or through correspondence. This communication will include targets, results, and plan for action as necessary. Those suppliers identified as requiring follow up will be notified and provided with established action plans. Action plans will include:

- · Action required
- Expected date of completion
- Owner of action

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> Supplier Quality Performance

This metric defines the non-conforming materials shipped using the following formula. The definition of "nonconforming" is the total number of parts returned to the Supplier for any valid quality reason (including those caused by shipping and administrative errors):

Quality =
$$1 - \frac{Number\ of\ nonconformances}{Number\ of\ orders\ received}$$
 x 100%

Any supplier scoring under the goals for performance will be reviewed by Schneller and action plans may be required.

Supplier Delivery Performance

This metric defines the delivery performance rating using the following formula:

Delivery =
$$1 - \frac{Number\ of\ late\ receipts}{Number\ of\ receipts} \times 100\%$$

Any supplier scoring under the goals for performance will be reviewed by Schneller and requests for corrective action plans will be issued as warranted.

8) Verification and validation activities

Schneller LLC and its customers reserve the right to perform verification and/or validation activities at the Supplier's premises.

Design and development control

When design and development activities are applicable to the products/services provided by the Supplier, the Supplier agrees to maintain adequate design and development control including proper review, validation and verification activities. Supplier also agrees to control design changes and maintain records as appropriate.

10) Special requirements, critical items, or key characteristics

Schneller LLC Buyer reserves the right to approve or specify any designs, tests, inspection plans, verifications, use of statistical techniques for product acceptance, and any applicable critical items including key characteristics.

Supplier is responsible for the validation, and periodic revalidation, of the ability to achieve planned results of the processes for production and service provision, where the resulting output cannot be verified by subsequent monitoring or measurement.

11) Implement a Quality Management System (QMS)

Suppliers must implement and maintain QMS and quality/inspection systems that will ensure all goods and services conform to Purchase Order or contract requirements whether manufactured or processed by Supplier or procured from Sub-Tier Suppliers.

R Supplier

- Manufacturers, Raw Materials & Production Tooling/Equipment
 Indirect, Miscellaneous, Auxiliary Materials
- Calibration Services / Equipment
- Product Testing Services and/or Equipment
- **Subcontracted Operations**
- Other, as Determined by Schneller

X Supplier

- Freight Suppliers
- Other, as Determined by Schneller

Schneller (R) Suppliers shall be certified by an industry accredited body to AS 9100/ISO 9001, ISO 17025, or industry specific certification. For those (R) suppliers that are not certified, waiver/exception approval is required using Schneller form WIP-006.

Conformity to the above quality standards must be evidenced by either: third-party certification or Schneller approved documentation assessing any gaps to the AS/EN9100/ISO9001 requirements as specified by Schneller LLC.

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A supplier not meeting the above QMS requirement may be assessed at any time for reasons not limited to performance and may be liable for the actual costs of such assessments, at Schneller LLC's option. Assessments methods and intervals may include the following:

- Environmental, health, and safety (EHS) per Schneller's discretion.
- Technical assessments may be conducted for initial approvals.
- A QMS assessment may be conducted for initial supplier approval and/or at Schneller's discretion.

Schneller LLC reserves the right to schedule additional assessments including verification or validation activities that the organization, or its customer deem necessary. The cost associated with audits performed due to supplier performance or compliance issues may be charged to the supplier at Schneller's option. Supplier's QMS shall be subject to review by Schneller LLC, its customer, or regulatory agency representatives, as applicable.

Schneller (X) Suppliers do not require QMS certification unless otherwise specified by Schneller.

- 12) Use customer-designated/approved external providers, including special processes.
 - When required by Schneller LLC or by Schneller's customers, Suppliers will use customer-specified sources. Customer designated suppliers must operate in accordance with approved specifications and standards, as dictated by the designating customer.
- 13) Notify Schneller LLC of nonconforming processes, products, or services and obtain disposition approval.

 Schneller LLC expects to receive only products and services that meet specification and/or Purchase Order requirements. In the event that Supplier discovers product to be nonconforming to any specification and/or Purchase Order requirement after shipment to Schneller LLC, it shall be immediately disclosed to Schneller upon discovery, including but not limited to quantity shipped, date shipped, and the extent of the nonconformance.
 - Suppliers that receive notification from Schneller of nonconforming product shall take appropriate action to contain the nonconforming condition and prevent it from occurring again. The Supplier will be notified if formal Corrective Action is required to be submitted to Schneller LLC, and the response shall be submitted to Schneller within 1 week of issue or a time frame agreed upon between Schneller LLC and the Supplier.

If Schneller LLC rejects any portion of goods or service, Schneller LLC may, upon written notice to the supplier:

- Rescind the purchase order in its entirety.
- Accept the goods at a reasonably reduced price.
- Reject the goods and require replacement thereof.

If Schneller LLC requires replacement of the goods, suppliers shall, at their expense, promptly replace the nonconforming goods and pay for all related expenses, including, but not limited to, transportation charges for return of the defective goods and delivery of replacement goods. If suppliers fail to timely deliver replacement goods, Schneller LLC may replace them with goods from a third party and charge suppliers the cost thereof and terminate the purchase order for default.

Any inspection or other action by Schneller LLC hereunder will not reduce or otherwise affect suppliers' obligations under these terms. Schneller LLC may conduct further inspections after suppliers have carried out remedial actions.

Note: Errors with or missing paperwork will be considered a non-conforming requirement and will be reflected in the supplier's performance scorecard.

14) Prevent the use of counterfeit parts.

The supplier is required to plan, implement, and control the process for the prevention of counterfeit or suspect counterfeit material from use or inclusion into the product delivered to Schneller. To prevent the purchase of counterfeit or suspect / unapproved products and to ensure product identification and traceability (and for other reasons), Supplier will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation as is appropriate.

Note: Material and part substitutions are not allowed.

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15) Notify the organization of changes to processes, products, or services, including changes of their external providers or location of manufacture, and obtain the organization's approval.

Changes to process, product, and Supply Chain must be documented and communicated to the Schneller Quality Assurance Department and Supply Chain Manager and may require approval prior to proceeding with processing a Schneller LLC order.

Any product or process changes or changes in approval status that affect Schneller product are subject to re-survey and approval.

Examples of reportable changes include but are not limited to:

- Change in ownership or location
- Change in process from new, additional, replacement or modified tools, dies, molds, patterns, etc.
- Production following upgrade or rearrangement of existing tooling or equipment
- Production from tooling and equipment transferred to a different plant site or from an additional plant
- Product produced after tooling has been inactive for production for 12 months or more
- Change in suppliers, and/or use of other material than was used in previously approved part or product
 - For bulk materials: new source of raw material from new or existing Supplier, or change in product appearance attributes, etc.
 - Change of sub-tier Supplier for parts, nonequivalent materials, or services (e.g., heat treating, plating, etc.)
 - Change of certification status, i.e., suspension, revocation, voluntarily surrendered.

16) Customer Specific Requirements to be Flowed Down in the Supply Chain Suppliers shall flow-down to Sub-Tier Suppliers the applicable requirements as required in this manual or by the purchase order, either specifically or by reference, as applicable.

- 17) Provide test specimens for design approval, inspection/verification, investigation, or auditing. When requested by Schneller or its customers, Supplier will provide test specimens for design approval, inspection/verification, investigation and/or auditing purposes.
 - For calibration Purchase Orders, all gauges and instruments must be calibrated using standards whose accuracies are traceable to the National Institute of Standards and Technology, the General Conference of Weights and Measures, or fundamental or natural physical constants. All provided calibration certifications must specifically state this traceability.
- 18) Retain documented information, including retention periods and disposition requirements.

 Unless otherwise specified on the Purchase Order, the supplier shall retain Quality Records for the life of the product. Quality records include, but are not limited to, the following: Approved Certificates of Conformity, Test Reports, Raw Material Certifications, Special Process Certifications, FAIR's, Route Cards/Travelers, and Calibration Records, etc.

The records shall be in English and made available to Buyer upon request, at no extra charge. Records shall be appropriately identified in accordance with customer, regulatory and company defined requirements. Storage facilities shall provide suitable environments to prevent deterioration or damage and to prevent loss. Records in storage shall be protected from unauthorized access. The nature of the information in the records, as well as its format, dictates the method by which records shall be destroyed. When records contain sensitive information, they shall be disposed by irreversible destruction methods such as shredding, or erasure/reformatting for electronic/magnetic media.

Prior to discarding, transferring to another organization, or destruction of such records, the Supplier shall notify the Schneller Buyer in writing and give Schneller the opportunity to gain possession of the records.

These requirements are applicable to documented information/records generated by Supplier's sub-tier sources and shall be flowed down accordingly.

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19) Right of Access

Suppliers shall provide Schneller LLC, a Schneller LLC customer, or a specified third party (regulatory agency), right of access to the facility related to products ordered by Schneller LLC or one of its suppliers.

Suppliers and their subcontractors shall at any time, and after reasonable notice by Schneller LLC:

- Provide Schneller, Schneller's customers and/or any such authority the right to access, and to perform any type
 of inspection, test, audit, or investigation at supplier's premises, including manufacturing and test locations, for
 the purpose of enabling Schneller to verify compliance with these requirements for any purpose indicated by
 Schneller's customers or said authority in certification, manufacture, use and/or connection with the design,
 development or support of the goods or services.
- Furnish all reasonable facilities and assistance for the safe performance of inspection, test, audit and/or investigation.

Such verification shall not be used as evidence of effective control of quality. This verification does not absolve the supplier of responsibility to provide acceptable product and does not preclude any subsequent rejection by Schneller LLC or its customer.

3.0 Customer Specific Requirements Applicable to Schneller LLC Supply Chain

- <u>Airbus A1015.0 Requirements on Information Security for Suppliers</u>: As applicable, suppliers must conform to Airbus directive A1015.0 "Requirements on Information Security for Suppliers" or information security requirements based on ISO 27001 "Information Security Management".
- <u>B/E Collins</u>: The Supplier shall implement a process for the validation of raw material certifications (i.e., mill reports, etc.). The process of selection and testing must be defined (e.g., one sample from each sub-tier supplier per year). Said testing shall be performed at no additional charge to Collins. Dependent upon the material type, validation may include material composition testing, hardness and conductivity testing, flammability testing, etc. All testing used for validation must be conducted by personnel who are trained and/or by certified third parties. Records of the validation shall be retained per section 6.2.5, Control of Records. The Supplier shall flow this requirement down to relevant sub-tier suppliers. Note: Please see the applicable appendix for frequency requirements as applicable.
- <u>B/E Collins</u>: The supplier shall, within its organization and its supply chain, ensure that the use of Acceptance Authority Media (AAM) (e.g., Stamps, electronic signatures/ initial log, passwords) is clearly defined within its QMS. Supplier shall ensure the method of AAM is controlled and secure. The use of AAM is considered personal commitment of accuracy of work performed or witnessed. If an employee is terminated or leaves the Supplier's employment, their AAM access is removed.
- Boeing Encore Requirement: Supplier shall meet the Boeing Company's provisions/requirements set forth in FORM X31764, as well as the obligation that they be flowed down to its sub-tier supply chain. The latest revision of FORM X31764 can be accessed on Boeing website <u>Quality Purchasing Data Requirements (BCA)</u> -<u>Boeing Form X31764</u>, or contact the Schneller Quality Department at <u>Qa@Schneller.com</u> for a copy as needed.
- <u>Daher MOP-0772 Requirements</u>: The Supplier shall flow-down any applicable requirements of MOP-0772 to sub-tier suppliers. Suppliers may contact the Schneller Quality Department at <u>Qa@Schneller.com</u> for a copy of MOP-0772.

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4.0 Record Revision Table

Date	Change Description	Approval
7/29/2022	Initial Issue	Stephanie Schmidt
8/9/2022	Edits to indicate that safety and warning requirements are intended for all products, as applicable; and supplier flow-down includes customer requirements. Changes meet AS9100D requirements.	Stephanie Schmidt
9/19/2022	Edits to revise record retention requirements from 10 to 11 years after final payment.	Stephanie Schmidt
	Changes throughout this document to clarify requirements. Added, rearranged and/or clarified content to better align with and refer more easily to required AS9100D flow-down requirements. Notable changes are: • Section 3.2 Flow Down Requirements:	Kinkely Algoria
9/01/2023	 clause 11: clarified supplier QMS requirements. Clause 16: Added BE/Collins, Boeing and Daher customer specific req's for supplier flow-down information. Clause 18: clarified requirements and changed record retention requirements from "during performance and until the later of eleven years after final payment" to "life of the product". Removed directions for defining root cause analysis and corrective action. Changes will not impact AS9100D compliance. 	Kattlin Beagle
2/15/2024	Corrected record retention period in section 3.2 (2) to align with section 3.2 (18). Changes will not impact AS9100D compliance.	Kimbely Hopphie Kattlin Beagle
8/29/2025	Removed Code of Conduct Language from pages 2 through 4. Added New Code of Conduct language in an Addendum at the end of this document. Changes will not impact AS9100D compliance.	Kowkey flogother Kattlin Beagle
09/10/2025	Moved customer specific requirements to clause 3.0. Added B/E Collins requirements for Acceptance Authority Media (AAM) (e.g., Stamps, electronic signatures/ initial log, passwords) Changes will not impact AS9100D compliance.	Kantely Aloggether Kattlin Beagle

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Addendum 1 Supplier Code of Conduct



A. Purpose

Schneller is committed to the highest standards of ethical conduct and social and environmental responsibility. We expect our Suppliers to aspire to these same standards in their business operations and, to have their own documented policies and processes in place addressing the matters detailed herein. Additionally, we expect our suppliers to hold their own Supply Chain to the same standards. Accordingly, Schneller has created this Supplier Code of Conduct which sets out the standards expected of any Supplier doing business with Schneller.

B. Policy

Applicable Laws

- Organizational Knowledge of Applicable Laws The Supplier shall remain at all times aware of any
 and all Applicable Laws with respect to the execution and/or the performance of the Schneller
 PO/Contract, and shall use its best endeavors to anticipate any reasonably foreseeable evolution in
 Applicable Law.
- Compliance to Applicable Laws The Supplier shall put in place all necessary means, processes and actions to ensure its compliance with all Applicable Laws.
 - The Supplier shall require that its own suppliers and subcontractors comply at all times with all Applicable Laws and that its own suppliers and subcontractors require likewise from their suppliers and subcontractors that such requirements are cascaded throughout the supply chain.
- **Provision of Information Related to Applicable Laws** The Supplier shall cooperate fully with the Schneller Buyer in connection with matters related to Applicable Law including the provision of any information relating to the Supplier, its supply chain and/or the Product that the Buyer may require, from time to time, for reporting obligations to any authority, regulatory body or corporate disclosure.
- Violation of Applicable Laws The Supplier shall report immediately to the Schneller Buyer any
 violation of Applicable Laws with respect to the execution and/or the performance of the Schneller
 PO/Contract by the Supplier or its Affiliates, subsidiaries, executives, employees, subcontractors,
 agents or any individuals or companies that may be involved in the performance of the PO/Contract.
- **Certificate, Permit or Exemptions** Any certificate documentation, authorization, license or other form of permit or exemption required by Applicable Law shall be provided by the Supplier to Schneller as soon as it is issued and accompany each delivery.

Labor and Human Rights:

- Labor Law Suppliers shall comply with all applicable international and domestic laws, in accordance
 with the principles of the International Labor Organization, Universal Declaration of Human Rights, Fair
 Labor Standards Act FLSA, Occupational Safety and Health Act OSHA, etc.
- **Child Labor** Suppliers are prohibited from using workers under the legal age of employment in any country or local jurisdiction where Supplier performs work for Schneller.
- Slavery and Human Trafficking Schneller condemns forced labor and human trafficking and is
 committed to ensuring that there is no part of this in any part of Schneller's operations. Suppliers are
 expected and required to conduct their business in accordance with all applicable laws, rules and
 regulations including, without limitation, those that relate to modern slavery and human trafficking.
 Suppliers shall not, and mandates that their employees and subcontractors or any person acting on
 their behalf do not, engage in any modern slavery practice, which practice may include slavery,
 servitude, forced or compulsory labor or the facilitation of the travel of another person with a view to
 that person being exploited.
- Discrimination and Harassment Schneller does not tolerate unlawful discrimination or harassment
 in the workplace. Suppliers must not engage in any unlawful discriminatory or harassing conduct in the
 workplace and shall prohibit unlawful discrimination and harassment to provide a safe and inclusive
 work environment.

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Addendum 1 Supplier Code of Conduct



- **Employee Safety** Suppliers shall comply with applicable occupational health and safety regulations in respective countries/jurisdiction. Schneller expects suppliers to provide a work environment that is safe and conducive to good health, in order to preserve the health of employees and prevent accidents, injuries and work-related illnesses.
- **Due Diligence / Violation Remediation** The Supplier shall be able to demonstrate to the Buyer that it conducts due diligence to prevent risks and remediate violations related to human rights (including subcontractors and supplier assessments related to human rights and environment, health & safety) in its own business areas and supply chain.

In the event that a human rights, environment and/or health & safety violation has occurred or may be imminent, Schneller expects the Supplier to, without undue delay, take appropriate remedial measures to prevent, end or minimize the extent of the violation.

Environment:

- Environmental Laws Suppliers shall comply and adhere to all the applicable environmental laws in respective countries/jurisdiction, including requirements regarding the use of "Conflict Minerals" under Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, and the related rules and regulations issued by the U.S. Securities and Exchange Commission ("SEC").
- Responsible Environmental Business Practices Schneller expects their suppliers to conduct business in a manner that demonstrates responsibility for its impact on the environment through development of environmental strategies emphasizing energy-efficient solutions and other initiatives grounded in technological feasibility, economic viability and industry best practices such as:
 - Managing energy consumption and emissions
 - Conservation of non-renewable natural resources
 - Increasing energy efficiencies
 - Managing waste and hazardous materials

Business Ethics:

- Anti Bribery and Corruption Practices Corruption, bribery, extortion, and embezzlement, in any
 form, are strictly prohibited. Suppliers shall not violate international anti-corruption conventions,
 applicable anti-corruption laws and regulations of the countries in which they operate, and shall not
 engage in corruption, bribery, extortion or embezzlement in any form.
- Reporting Practices Schneller expects Suppliers to maintain procedures for reporting illegal or unethical behavior, and preventing:
 - Money laundering
 - Fraud, bribery, corruption
 - Antitrust/Competition
 - Data security breaches, release of confidential information

Export Control

• Sanctions and Trade Controls - Suppliers shall comply with US sanctions and trade controls, which are administered and enforced by the US Department of Treasury's Office of Foreign Assets Control ("OFAC") and other US government agencies and may also be subject to other sanctions laws, including the those applicable to the European Union and its member states and of other jurisdictions implementing United Nations sanctions.

Suppliers must take appropriate steps to ensure any persons, including employees, suppliers, agents and contractors of Supplier, who are engaged in providing services to Schneller remain compliant at all times with applicable sanctions and trade controls.

Privacy and Personal Data Protection

• Data Protection and Privacy / Cybersecurity Defenses - Suppliers must comply with applicable privacy and data protections laws and regulations in the respective countries of operation, as well as

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Supplier Code of Conduct

Schneller LLC

comply with all information security laws, regulations and industry standards, secure Schneller confidential data and individual personal data and prohibit its unauthorized access or use.

Suppliers shall maintain internal policies and procedures reasonably designed to protect data provided by Schneller or obtained by the Supplier on behalf of Schneller or Schneller's clients. Suppliers shall comply with all applicable privacy, data protection and information security laws and regulatory and judicial requirements regarding the collection, storage, processing, transmission, or disclosure of Schneller data.

Requirements of Relevant Aviation Authorities

- Major aviation authorities, such as the Federal Aviation Administration (FAA) in the U.S. and the European Union Aviation Safety Agency (EASA), regulate virtually every aspect of civil aviation. Their requirements cover personnel licensing, aircraft certification, maintenance, and operational standards to ensure safety. Suppliers must maintain organizational knowledge of relevant requirements and comply with both national and international standards set by relevant Aviation Authorities as applicable to their business.
- Community Development / Social Impact: Schneller has a long-standing legacy of social impact through expanded community investments, philanthropy and volunteerism and encourages all suppliers to:
 - Comply and adhere to all the applicable laws and regulations regarding minimum labor wages
 - Collaboration with the local governments and communities when possible, to create solutions for improving the education, cultural, economic, and social well-being of communities which they operate in.
- **Flow-Down Communication** Supplier will take appropriate steps to ensure that the principles of this Supplier Code of Conduct are adopted and applied by their employees, suppliers, agents and contractors to the extent applicable.
- **Enforcement** Any violation of this Policy by a Schneller supplier may result in suspension of payments, termination of services or other appropriate remedies.