Supplier Terms & Conditions Agreement

Century Spring Corporation (CSC) maintains a quality management system that adheres to the requirements of ISO 9001:2015, AS9100 Rev. D, and ISO13485 2016. Compliance to this standard requires that we communicate all raw material, finished products and special processing requirements to our suppliers.

As a valuable supplier to Century Spring Corporation, it is understood that by acceptance of a CSC Purchase Order (PO), your organization agrees to meet the requirements listed below. In this document, “supplier” refers to the company or entity CSC contracts with, via a PO, to provide raw materials, finished products, or services that impact CSC’s ability to meet its customer’s requirements.

Please sign this notice to acknowledge your receipt and acceptance of these changes, and then email back to us,
Juan Rodriguez
Quality Engineer
jerodriguez@centuryspring.com

Your prompt attention to this matter is greatly appreciated.

On behalf of Century Spring Corporation, we would like to express our gratitude for the products and services that you provide our company, and we look forward to a long relationship in the future. If you have any questions or concerns regarding the changes, please feel free to contact us at 800.237.5225.

☐ **I acknowledge I have read and accept Century Spring Corporation’s Supplier Terms & Conditions Rev 03. May 22, 2025.**

_____

Company

_____ _____

Name Signature

_____ _____

Title Date

CSC's purchasing Terms & Conditions are defined as below. In any event any of the terms mentioned below cannot be met, please notify CSC immediately.

1. Acceptance

CSC's suppliers are required to review the purchasing terms & conditions and any requirements specified on the PO for approval of products and services, methods, processes and equipment and release of products and services.

2. Competence

CSC requires its suppliers to have a system in place for training, competence and awareness of all personnel involved with any product, process or service and be able to provide proof upon request. Only properly trained personnel with a demonstrated level of competence shall be employed to process product.

3. Interaction with CSC

Acceptance of CSC orders and each of its terms and conditions will be evidenced by the supplier's issuance of the acknowledgement or by the supplier's commencement of performance or shipping. Shipment and/or delivery must be made to agree with the schedule as recorded on the PO or if the supplier cannot meet CSC's requested schedule, the supplier must so state on the acknowledgement copy and provide the best schedule that can be met which CSC may accept or reject.

4. Performance reviews

CSC monitors and reviews the quality and on-time delivery of products and services supplied by its suppliers. Supplier scorecards are sent to suppliers on a quarterly basis. Suppliers with Unsatisfactory performance are requested to perform a corrective action. CSC expects signs of improvement, supplier will be eliminated from the Approved Supplier List in case of no improvements.

5. Special requirements, critical items, key characteristics

CSC suppliers need to be able to identify special requirements, critical items and key characteristics and understand the specific requirements and actions needed to ensure they are adequately managed. (For more information, see SAE International AS9100D)

6. Test, inspection, verification (including production process verification)

CSC requires its suppliers to test, inspect and verify all products and services before shipping. A final inspection will be made on CSC's premises. If rejected, the goods will be held for disposition at the supplier's risk. Any payment for such goods shall be refunded by supplier unless supplier promptly corrects or replaces the same at its expense.

7. Use of statistical techniques

CSC requires its suppliers to use statistical techniques, when applicable, to ensure product conformance and acceptance and to provide a sound basis for the analysis and improvement of production and system processes for carrying out inspection activities.

8. Implementation of QMS

CSC encourages its suppliers to implement fundamental quality management systems that include and reflect requirements of ISO 9001:2015, AS9100 Rev D or equivalent, depending on the industry. In case of an expired certification, it is the supplier's responsibility to provide an updated QMS certificate.

9. Approved Supplier List

CSC requires its suppliers to maintain an "Approved Supplier List" including any customer-specified supplier. When specified by CSC, suppliers will use customer-specified sources.

10. Certification

- **General Compliance**: The supplier shall provide a Certificate of Compliance that all materials, processes, and/or finished items supplied under this order are as specified by CSC Purchase Order.
- **Regulatory Compliance**: The supplier shall submit and update its compliance to regulatory documentation, RoHS directive 2015/863, REACH SVHC, Prop 65 and Conflict Minerals, as applicable.
- **Raw Material Identification**: If requested by CSC on the Purchase Order, all raw material must be identified per the applicable specification and referenced to CSC Purchase Order.
- **Specific Compliance**: If requested by CSC on the Purchase Order, the supplier shall certify that all parts, materials, processes and finished items supplied under this order were inspected, tested and found to comply with the requirements of this order. Inspection and test data shall be maintained and are subject to CSC examination. The applicable drawing and/or specification and its revision shall be referenced.
- **Material Test Reports**: If requested by CSC on the Purchase Order, the supplier shall submit a chemical and physical test report per the applicable specification for the materials shipped under this order with actual test results from samples representative of this material.

11. Non-conformance

CSC requires its suppliers to inspect and verify conformance of any products, processes and/or services to meet the engineering drawing requirements and/or Purchase Order requirements before shipping. If the product, process and/or service is found to be non-conforming, it shall immediately be disclosed to CSC upon discovery, including but not limited to quantity shipped, date shipped, and the extent of the nonconformance. Suppliers that receive notification 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 CSC.

12. Counterfeit parts

CSC's suppliers are required to take appropriate steps to ensure the prevention of counterfeit or suspect material, parts, components and products that are to be incorporated into CSC's final products. In any case where counterfeit parts are identified, they will not be returned to the supplier nor put back into the supply chain.

13. Changes

CSC's suppliers are required to notify the company of any intended or actual change that may affect the quality of delivered products and services. These include, but are not limited to, changes in processes, products or services, quality management system, approved supplier list, ownership, management, or location and are subject to re-survey and approval by CSC.

14. Flow down of customer requirements

CSC's suppliers are required to communicate clearly all information and requirements per Purchase Order to the sub-tier external providers that are involved with the production of CSC's products. In any case of non-conformance, supplier should notify CSC and obtain approval for their disposition.

15. First Article Inspection

When applicable, CSC suppliers are to be able to provide one or more samples as requested which is representative of all other items to be delivered, for inspection/verification of the quality requirements as applicable to AS9100D. In such cases, the supplier must wait for the Quality Manager's approval before shipping the remainder of the order. First Article Inspection shall not use prototype parts, or parts manufactured using different methods from those intended for normal production process. The supplier should also be able to provide Final Article Inspection reports, upon request by CSC or its customers.

16. Document retention

CSC suppliers and sub-tier external providers shall establish and maintain records to provide evidence of conformity to requirements. Records shall remain accessible, legible, readily identifiable and retrievable. CSC requires that these records be maintained and preserved for a period of at least ten years, unless otherwise specified by CSC or its customers. These records shall include, but are not limited to, receiving, in-process, and final inspection records, Certificates of Conformance, Raw material Mill certifications, test results, documented non-conformances and corrective actions, and Measuring and Test Equipment calibration documentation etc. After this retention period, CSC must be notified of the intent to dispose of any records.

17. Right of access

CSC, its customers and regulatory authorities reserves the right to conduct inspection of the supplier's facility or that of their sub-tier external providers to confirm that the processes and practices meet CSC requirements as well as any Quality requirements

applicable to AS9100D or ISO13485 standards. CSC holds the right of access to quality system documentation and quality records as well as the ability to conduct audits and verify product and processes.

18. Awareness

CSC suppliers are responsible for ensuring that its personnel are aware of their contribution to product or service conformity, product safety and importance of ethical behavior. Suppliers will support product safety by ensuring standard practices and adhering to requirements of critical items, key characteristics and special requirements. Suppliers must be committed to high standards of ethics and business conduct by complying with all regulations and policies.

19. Foreign Object Debris

CSC suppliers shall use reasonable efforts to prevent and/or remove Foreign Objects that might be considered a potential source of Foreign Object Damage (FOD) from all parts prior to shipment. Potential FOD includes but is not limited to burrs, chips, dirt, corrosion, and contamination resulting from manufacturing, assembly, processing, cleaning, storage, and subsequent packaging materials which may cause contamination, part obstructions or leave non-preservation residue.