General Supplier Quality Requirements

1.1. Supplier's Obligation

1.1.1. The Supplier/Subcontractor/Vendor ("Vendor") hereby agrees to comply with the following supplier agreement and flow down the requirements in the agreement to its lower-tier supplier or subcontractors.

1.1.2. The supplier shall maintain a quality management system compliant with AS9100D or ISO9001 standards and shall ensure personnel are fully qualified. The supplier shall be aware of their contribution to product conformity, product safety, and the importance of ethical behavior.

1.1.3. The supplier shall disclose company name and location for parts manufactured to T-Axel specifications when manufacturing company and location are different from the company and location specified on the purchase order. Disclosure should be provided prior to contract acceptance.

1.1.4. The supplier shall notify T-Axel in advance of changes to its processes, sub-tier suppliers, ownership or manufacturing location.

1.1.5. The supplier shall not implement changes to purchase order details, specifications, or materials without T-Axel written approval.

1.1.6. Record Retention: The supplier shall maintain all quality records for all items shipped against this purchase order and any purchase order issued by T-Axel for a period of no less than 15 years from date of shipment to T-Axel and those records shall be destroyed in a manner to prevent unintended use.

1.1.7. Traceability: The supplier shall maintain internal traceability to the raw material or smelt level and shall be able to provide this traceability information (redacted is acceptable to protect supplier confidentiality) within a reasonable timeframe if requested by T-Axel.

1.1.8. This can be a rated order for national defense use, and the supplier is required to follow all the provisions of the defense priorities and allocations systems regulations (15 CFR Part 700). Supplier is required to place rated orders with sub-tier suppliers for items needed to fill this order.

1.1.9. Supplier method of interaction may be via email, phone, fax, as appropriate for the medium.

1.2. Nonconforming Material

1.2.1. Items not in conformance with the requirements of T-Axel's purchase order, specifications, standards, or regulatory and statutory requirements shall not be submitted to T-Axel without prior written approval.

1.2.2. Nonconforming items returned to T-Axel which are corrected through rework must bear an indication on both the items, accompany paperwork, and shipping documents. References must be made to T-Axel rejection documentation and evidence presented to demonstrate that the causes of rejection have been addressed.

1.2.3. When requested, the supplier shall investigate nonconformities to determine the root cause(s) of failures and take effective action(s) as appropriate to correct the items and prevent future failures. Such corrective action may be documented in the supplier's paperwork.

1.3. Product Acceptance/Inspection

1.3.1. Right of Entry/Access: T-Axel personnel, it's end customers, and/or relevant regulatory groups shall have the right to inspect at Supplier's facility, sub-tier supplier facilities, or elsewhere at any time during the manufacture/fabrication phase to resolve product quality issues, perform audits or inspections with the intention to verify product or regulatory/statutory conformance.

1.3.2. Government inspection is required prior to shipment from supplier's facility for certain orders that have flow-down requirements. Upon request and receipt of the purchase order, the supplier shall work with T-Axel to coordinate and schedule the inspection.

1.3.3. T-Axel source inspection is required prior to shipment from supplier's facility for certain orders. If requested, T-Axel shall be notified 24 hours prior to intended shipment when items are ready for T-Axel source inspection. To schedule, contact your T-Axel sales representative.

1.3.4. No first article inspection unless requested by T-Axel in the purchase order and confirmed by the supplier

1.3.5. Supplier shall maintain a product acceptance system acceptable to T-Axel covering the goods furnished in the purchase order. Supplier shall permit T-Axel to review procedures, practices, processes, and related documents

1.3.6. Supplier shall maintain records or test data evidencing acceptance/inspection procedures and their results and will make these results available within a reasonable timeframe upon request

1.3.7. Certificate of Conformance: A legible "Certificate of Conformance" (CoC) statement shall be provided with each shipment sent to T-Axel. The CoC shall be in the supplier's format. The CoC shall state that the items were produced in conformance with requirements as specified in the T-Axel purchase order. The below information must be provided as a minimum:

1.3.7.1. Manufacturer or Distributor Name and Address

1.3.7.2. T-Axel Order Number

1.3.7.3. Part Number(s)

1.3.7.4. Traceability information (Serial numbers, lot numbers, as applicable)

1.3.7.5. Shelf-life/ Expiration (As applicable)

1.3.7.6. Signature of the supplier's authorized representative

1.3.7.7. Certifying products having met regulatory/statutory requirements as on the T-Axel purchase order.

1.3.7.8. When purchased from a distributor, a CoC from the OEM must be provided.

1.3.8. Raw Material Test Reports: For raw materials (metal products), the supplier shall provide raw material test reports containing detailed physical and chemical data. The supplier shall maintain on file raw material test reports in accordance with retention terms of at least 15 years as noted in this agreement.

1.3.9. Plating certifications: The supplier shall furnish a certificate, which can be included within the CoC or material certificate, of plating and thickness measurements for all layers of plating supplied when appropriate. If plating was applied by a NADCAP-approved special processor, the processor shall be required to only supply the CoC.

1.4. Designated or Approved External Providers: Supplier shall use T-Axel's (or its customers) designated or approved external providers, including process sources (e.g. special processes), when specified.

1.5. The Supplier shall maintain a Counterfeit Item risk mitigation process and with its' suppliers and shall provide evidence upon request.

1.6. Foreign Object Debris: The supplier shall maintain a foreign object debris (FOD) prevention process and with its' suppliers and shall provide evidence of this upon request.

1.7. Conflict Minerals: the supplier warrants it has policies and procedures in place to determine whether parts and products supplied to T-Axel are DRC conflict free. Supplier has established systems and practices that align with OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas that are designed to accomplish this goal. Supplier agrees to provide information to T-Axel as necessary to comply with flow-down requirements.

1.8. Mercury Exclusion: Products furnished under this purchase order shall not contain metallic mercury or mercury compounds and shall be free of mercury contamination. The supplier shall furnish a signed statement of conformance to this requirement and can be included within the supplier's certificate of conformance.

1.9. When necessary, supplier shall disclose either at acknowledgement of PO or include verbiage on the CoC RoHS compliance.

1.10. Components used on materials supplied as non-taxable items must be compliant to REACH Regulation 1907/206/EC and contain no SVHC. When SVHCs are present, supplier shall disclose percentage on the CoC or material certificate.

1.11. Specialty Metals, as defined below, must be compliant to DFARS 252.225-7009: Restriction on Acquisition of Certain Articles Containing Specialty Metals. Further information can be found on acquisition.gov

1.11.1. Steel A) with a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or B) containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, molybdenum, nickel, niobium (columbium), titanium, tungsten, or vanadium.

1.11.2. Metal alloys consisting of A) nickel or iron-nickel alloys that contain a total of alloying metals other than nickel and iron in excess of 10 percent; or B) cobalt alloys that contain a total of alloying metals other than cobalt and iron in excess of 10 percent; or

1.11.3. Titanium and titanium alloys; or

1.11.4. Zirconium and zirconium alloys

1.11.5. Steel means an iron alloy that includes between 0.02 and 2 percent carbon and may include other elements.

1.12. T-Axel furnished material: Tooling and equipment fabricated by the supplier at T-Axel's expense, or provided by T-Axel, shall be considered T-Axel property. The supplier is responsible for insuring appropriate protection during transportation, storage, and use. Some amounts of wear and tear is expected through usage.

1.13. Special processes (plating, painting, passivation, heat treating, welding, NDT, etc.) as defined by NADCAP must be performed in accordance with military and industry specifications as listed in the fabrication drawing or purchase order.

1.14. The supplier shall provide export classifications for items, when requested, they design and the country of manufacture. Refer to the ITAR 22 CFR Chapter I, Subchapter M, Parts 120-130 and the Export Administration Regulations 15 CFR Chapter Vii, Subchapter C, Parts 730-774 for information on making export classifications.

1.15. Suppliers providing calibration services or calibration certificates shall use inspection and test equipment traceable to NIST and suppliers shall be certified or compliant to ANSI/NCSL Z540.3, ISO/IEC 17025 or other industry recognized standard for calibration. Calibration certificates shall include statements for traceability of equipment and supplier credentials.

2 Shipping / Package Terms and Conditions

2.1. Notification of Shipment: T-Axel has an irregular working schedule, as such there may not always be an individual to accommodate package receiving. Prior to shipment, the supplier must notify T-Axel and provide tracking information. Any charges or invoices associated with a return shipment billed to the supplier due the supplier not providing a notification of shipment and tracking number shall be paid for by the supplier and will not be charged-back to T-Axel.

2.2. Packaging: The supplier shall use good commercial practices for preservation and packaging of items supplied to T-Axel unless specific packaging instructions are provided. The suppliers will take measures to ensure packaging material minimizes risk of foreign object debris.

2.3. The supplier shall label the exterior of the packaging with the below:

2.3.1. Purchase order number

2.3.2. The number that each container represents of the total number being shipped (e.g. Box 1 of 3)

2.4. Documentation accompanying shipment:

2.4.1. Packing list containing T-Axel's purchase order number, line-item number, description, and quantity of Goods shipped, part number, or size, if applicable.

2.4.2. Certificate of Conformance

2.4.3. Physical and Chemical analysis (if required by T-Axel)

2.4.4. Material origin certificate (if required by T-Axel)

2.5. For material shipped F.O.B. origin, the Supplier shall not insure and not declare a value except when transportation rates are based on "released value", in which instance the supplier shall annotate on the bill of lading the lowest released value provided in applicable tariffs.

2.6. Unless declared that the supplier will handle shipment tasks, the supplier shall follow all routing instructions from T-Axel

3 Purchase Order Invoicing

3.1. The supplier shall invoice each line item exactly as shown to insure prompt payment. Invoice must show:
  3.1.1. Supplier Name and Address
  3.1.2. Line Item Number
  3.1.3. Part Number
  3.1.4. Quantity Shipped and Price
  3.1.5. Total

Supplier Ethics Code of Conduct

1. Introduction

T-Axel is committed to ethical business conduct and an unwavering commitment to uphold this principle. We will conduct business in not just full compliance with all laws and regulations in any countries we operate, but unwavering integrity, respect, and ethics in our work with our customers, the public, and the government. We view these are fundamental standards in our business, in addition to our core values to always respect others, doing things right, and continual improvement. T-Axel expects our vendors, contractors, vendors, distributors, and representative to uphold these same standards.

T-Axel, as a new company, has an utmost duty to build our reputation. This reputation is difficult to earn, and very easy to lose. We affirm our commitment to uphold the highest ethical standards in our business dealings and expect our vendors to do the same. If a vendor does not meet the requirements set forth in this code of conduct, T-Axel may take corrective action that can include the termination of our business relationship. In addition to any audit rights set forth in our Service Vendor contracts, please be advised that T-Axel reserves the right to exercise such rights to confirm compliance with the requirements set forth within this Code, among other laws and regulations.



Sunny Wang
President

2. T-Axel Expectations
  2.1. T-Axel vendors must comply with all laws and regulations applicable as well as terms, conditions, and other provisions specified in their contracts with T-Axel.
  2.2. T-Axel expects all vendors to treat people with respect and to foster an ethical culture. All vendors are expected to value inclusivity, to be receptive to different ideas and opinions, provide a discrimination free workplace, and to provide equal employment opportunities to employees and applicants.

2.3. We expect vendors support efforts to uphold the human rights of all workers, including but not limited to ensuring all employment is freely chosen, prohibiting all forms of modern slavery and human trafficking, prohibiting use of child labor or labor by anyone under the minimum legal age for employment where the work is performed, respect the right of workers to form and join trade unions of their own choosing, to refrain from violating the human right of others.

2.3.1. Ethical sourcing requirements: T-Axel expects all vendors to understand the impact of conflict minerals (gold, tantalum, tin, and tungsten) on human rights, and we expect all vendors to have measures in place to ensure its raw materials and the raw materials of its lower-tier vendors are sourced from ethical sources. T-Axel has customers that are U.S. stock-listed and must make specialized disclosure and file reports as required by the U.S. Securities and Exchange Commission.

2.4. Vendors should protect the health, safety, and welfare of their employees, people, visitors, and other who may be affected by their activity. This may include maintaining safe and humane working environments, compliance with applicable environmental, health and safety laws, regulations, etc.

2.5. Our vendors must comply with the U.S. Foreign Corrupt Practices Act and other applicable anti-corruption laws (e.g., the UK Bribery Act), derivatives and/or regulations that govern operations in the countries in which they do business, regardless of local customs. We expect vendors to:

2.5.1. Refrain from offering or making any payments of money or anything of values to customers, government officials, political parties and candidates, charities, or other business-related parties that could be considered to improperly influence a business decision.

2.5.2. Prohibit facilitating payments intended to expedite or secure performance of a routine governmental action such as obtaining a visa or customs clearance, except in situations where there is an imminent threat to personal health or safety

2.5.3. Conduct appropriate due diligence and monitoring activities to prevent and detect corruption in all business arrangements, including partnerships, joint ventures, offset agreements, and the engagement of third parties, including consultants.

2.6. Vendors must comply with anti-money laundering laws and regulations. Vendors must not engage with any entity or in any activity that would involve T-Axel in money-laundering activities

2.7. Fair Competition: Vendors must compete on the merits of their products, business systems, and services rather than by any illegal or unethical business practices. This means we expect vendors to comply by antitrust laws, not to make agreements with competitors to fix prices, rig bids, allocate customers or markets, or exchange pricing information, and to never use the exchange of hospitality to get an unfair advantage.

2.8. Our vendors are expected to comply with the laws, directives, and regulations that govern international trade, including those that govern import and export of parts, components, and technical data such as the International Traffic in Arms Regulations and the Export Administration Regulations. Vendors must provide truthful and accurate information and obtain export licenses and/or consents where necessary. Vendors shall supply accurate information under the Harmonized Tariff Schedule where applicable, obtain proper authorizations and documentation when required.

2.9. T-Axel's vendors must not participate in, corporate with, or further the cause of any unsanctioned foreign economic boycott or restrictive trade practice, in accordance with the Export Control Reform Act of 2018 and the 1976 Tax Reform Act.

2.10. When applicable, vendors should implement practices to ensure the security of their supply chains in accordance with the Customs-Trade Partnership against terrorism initiative of the United States Department of Homeland Security

2.11. The vendor is expected to be honest and transparent and to create and maintain complete and accurate records for all transactions and business processes related to T-Axel's business, including those for invoicing purposes. All records, regardless of format, made or received in furtherance of a business transaction must fully and accurately represent the

transaction or event being documented. Vendors must not alter any record to conceal or misrepresent the underlying transaction represented by it. Records should be retained based on the signed T-Axel supplier terms and conditions.

2.12. Vendors are expected to avoid situations that would create a conflict of interest, or the appearance of one, in their business with T-Axel. This includes offering our employees gifts or hospitality that is frequent, lavish, illegal, or extravagant, and to provide notification to affected parties when an actual or potential conflict of interest has occurred.

2.13. Vendors are expected to take measures that ensure their product meets T-Axel's quality standards, which includes processes a) to identify defects and implement corrective action that facilitates the delivery of a product whose quality meets or exceeds contract requirements b) addresses counterfeit parts and foreign object and debris c) for continual improvement of business processes.

2.14. Vendors that work with T-Axel to support a U.S. government contract, whether directly or through our customers, are expected to comply with specific rules that apply to contracting with the U.S. government.

2.15. Safeguarding Assets and Information: Vendors are entrusted to protect T-Axel confidential information and assets against unauthorized access, loss, damage, theft, and misuse, and to only use them in a manner that is permitted under our contract and to provide products and services to T-Axel. This includes physical assets and T-Axel's proprietary information, trade secrets, copyrights, and trademarks, and any other company data accessible to the supplier. Vendors are expected to a) properly handle sensitive information, including confidential, proprietary, and personal information, using it only for the business purpose for which it was provided unless given prior, written, authorization from the information's owner b) comply with all applicable data privacy and protection laws in your region c) comply with all laws governing intellectual property rights assertions d) maintain information security programs designed to mitigate cybersecurity risks and adequately protect their information systems from unauthorized access, destruction, use, or disclosure e) promptly inform T-Axel of unauthorized use of shared information .

Vendor Certification	
I certify that I have carefully read and understand the supplier quality agreement, which consists of a terms and agreement and an ethics agreement, as detailed above and I have the authority to certify this agreement on behalf of my company. I certify that I have acknowledged and agreed to 2.1, and my company will inform T-Axel prior to shipment with tracking information. Any charges or invoices associated with a return shipment billed to the supplier due the supplier not providing a notification of shipment and tracking number shall be paid for by the supplier and will not be charged-back to T-Axel.	
Name:	**Signature**
Company:	
Position:	
Date:	