TAMPA MICROWAVE

PURCHASE ORDER QUALITY TERMS AND CONDITIONS

The following terms and conditions shall become an integral part of the purchase order to the extent specified in the purchase order. Shipments will not be considered complete unless all terms and conditions listed on the purchase order are fulfilled.

1. **SOURCE INSPECTION IS REQUIRED:**

   Tampa Microwave shall inform the supplier's of the need of inspection verification activities at the supplier's site. Tampa Microwave shall ensure that the scope of the source inspection, the time frame of the supplier's notification of source inspection required, and the method for release of product at the supplier's facility is noted on the Purchase Order as defined in the Supplier Quality Assurance Requirements Manual (SQAR).

   The Supplier is responsible for notifying Procurement when product is available for source inspection approximately 48 hours in advance of the readiness of product unless otherwise defined on the PO.

2. **CERTIFICATION OF CONFORMANCE IS REQUIRED:**

   Each shipment of specified product/material must be accompanied by a Certificate of Conformance or equivalent containing the following statement: "We hereby certify that the material supplied on this order complies in every respect to the specifications and or drawings that are referenced on the Purchase Order. Documented evidence is on file at our facility and is available for review upon request." The certificate must contain the signature and title of an officer of the supplier. The certificate shall also contain the purchase order number, the Tampa Microwave part number, and traceability to date code, lot code, or serial number.

3. **SPECIAL PROCESS CERTIFICATION REQUIRED:**

   Each shipment of specified product/material must be accompanied by two (2) legible and reproducible copies of certification, or equivalent special process completed and signature and title of an authorized representative of the agency performing the test. When parts are serialized, the serial numbers must appear on the certification. Special processes requiring certification are adhesive bonding, brazing, conversion coating, cleanliness and cleaning methods, special finishes, heat treating, insulation, plating, potting, pre-treatment, specialized fabrication techniques, soldering and welding. All special processes must be performed by a source approved by Tampa Microwave Quality Assurance department.

4. **TEST REPORTS REQUIRED:**

   Product shipment must be accompanied by two (2) legible and reproducible copies of actual test results identifiable with the test parameters defined by drawing or governing specification. These reports must contain the signature of an authorized representative of the agency performing the test.

5. **QUALITY SYSTEM REQUIREMENTS:**

   Tampa Microwave prefers suppliers of production materials who can provide proof of certifications to ISO 9001:2000, Mil-Standards and a company manual that describes the supplier's quality system in enough detail to permit an objective evaluation.

6. **WIRE IDENTIFICATION REQUIRED:**

Suppliers must identify each package or spool of wire with the Tampa Microwave Purchase Order number, the part number, and the gauge of the wire and the date code of the wire when it was manufactured.

7. **IDENTIFICATION OF LIMITED SHELF LIFE REQUIRED:**

Suppliers must identify each item, package, or container of limited shelf life material with the date manufactured, storage temperature, and manufacturer's recommended shelf life. This information shall be in addition to the normal identification requirements such as name, material type, size and quantity. Each container or package of material received shall have a minimum of 90% of the shelf Life remaining.

8. **ELECTROSTATIC SENSITIVE DEVICE PACKAGING AND IDENTIFICATION:**

These parts are considered to be electrostatic sensitive and shall be packaged using electrostatic protective material. Outer packages shall be plainly marked with ESD warning notice. Connectors shall be fitted with ESD protective caps and external terminals shall be shorted together or protected with ESD foam.

8A. Packing shall be done in accordance with best commercial practices to preclude movement and/or damage during normal handling and shipping. Bags or containers made of silicone sulphur compounds, polysulphides or processed with these compounds shall not be used. Packaging shall not degrade the long-term solderability of the product.

9. **ENGINEERING USE ONLY:** No inspection required.

10. **HAZARD MATERIALS AND TECHNICAL/SAFTEY DATA SHEETS REQUIRED**:

Suppliers must ship one of each of the following: (1) copy of the Material Safety Data Sheet (MSDS) that meets OSHA standards, and one (1) copy of the Manufacturers Product/Technical Data Sheet

11. **FIRST ARTICLE INSPECTION REQUIRED:**

Tampa Microwave Purchase Order will designate if First Articles inspections are required. First Article (FAI) shall be performed by the supplier. Supplier shall provide original report containing all the information required to perform a First Article Inspection.

12. **PRINTED WIRING BOARDS (RIGID):**

The supplier shall furnish with each shipment of boards, a Certificate of Conformance that states the boards were manufactured to the IPC 600 standard latest edition. All deliverables shall include traceability to date lot code, and serial number of the PCB when manufactured.

13. **PRODUCT OR PROCESS CHANGE AUTHOIZATION REQUIRED**:

The Supplier/Manufacturer is not authorized to implement changes to product design, product material or other controlled processes and or drawings with out prior written approval from Tampa Microwave.

14. SUPPLIER CORRECTIVE ACTION REQUEST:

Supplier Corrective Action Requests will be forwarded by Tampa Microwave to the supplier when Quality Assurance considers formal corrective action essential. The supplier shall give priority to analysis of cause and proposed corrective action. It is mandatory that replies be received with in the time period indicated on the Supplier Corrective Action Request form. Failure to comply will result in the removal of the supplier from the Approved Suppliers list.

15. CONTROL OF SUB-TIER SUPPLIERS:

The supplier is responsible for control/contract, accompanying documentation, drawings, and specifications for any sub-tier suppliers used on Tampa Microwave products.

16. SPECIAL QUALITY REQUIREMENTS:

Please see the Tampa Microwave Purchase Order for detailed Special Instruction Requirements.

17. SPECIALTY METALS:

Tampa Microwave is required by federal acquisition law to determine if vendors delivering material used in our products manufactured for the U.S Department of Defense comply with DFARS Clause 252.225-7014 Alt. 1, "Preference for Domestic Specialty Metals". The DFARS clause requires that the raw material content of certain types of Specialty Metals be smelted within the United States or a "qualifying country" as defined in 225.872-1. Certification of compliance with this clause is required when it is invoked on the purchase order.

18. WORKMANSHIP STANDARD:

The material and workmanship shall conform to the requirements specified in the appropriate specification/drawing.

If not specifically identified in the specification or drawing, all electrical assembly workmanship requirements shall be to that specified within IPC-A-610 Class 3

18A. SOLDERABILITY

Pure tin plating and Lead-free solder are not allowed on this item. All leads and other solderable surfaces shall be either SN62 Solder dipped or plated with Sn/ (3%Pb min.) to a minimum thickness of 0.0001 inches. A C of C for content and solderability is required and if plated, shall include plating thickness data and the % Pb. All whole and lead dimensions shall be met after plating operations.

19. REQUIREMENTS FOR FABRICATION OF CABLE AND WIRE HARNESS ASSEMBLIES:

Acceptability requirements for cable and wires harness assemblies shall be per IPC/WHMA-A-620, (Requirements and Acceptance for Cable and Wire Harness Assemblies_.

20. MARKING PERMANENCY AND LEGIBILITY:

Marking permanency and legibility for metals, electronic components, hardware's and electronic assemblies shall be in accordance with ANSI/IPC-A-610.

21. MATERIAL REVIEW AUTHORITY (MRB):

The supplier does not have MRB authority under this Purchase Order. Any departure from the physical or functional requirements of the governing Drawing/Specification found by the supplier shall be immediately identified to the Tampa Microwave buyer with the details of the discrepancy, the explanation of its causes, action taken to prevent recurrence of the discrepancy and the proposed disposition thereof. A written report of corrective action is required if the discrepancy could, by itself, or in relation to other components, result in a failure or malfunction; involve safety of personnel, equipment or facilities; adversely affect performance, durability, interchangeability, or reliability; materially affect weight or otherwise result in a failure of the end product to perform its intended function.

22. AUTHORITY OVER CHANGES:

When the supplier is manufacturing to Tampa Microwave or Tampa Microwave Customer drawings/specifications, no changes that affect those drawings and specifications shall be made unless specifically authorized by the Purchase Order.

23. RoHS:

European Parliament Directive 2002/95/EC dated 27 January 2003 on the restriction and use of certain hazardous substances in electrical and electronic equipment.

When this clause is invoked on a Tampa Microwave purchase order, the supplier is required to certify that all product delivered complies with the requirements of the European Parliament Directive governing RoHS.

24. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR):

When specified, the requirement mandates that hardware and technical data be protected by the supplier from exposure to anyone other than a U.S. Citizen or a lawful permanent resident. More information on the ITAR is at:
http://www.pmddtc.state.gov/itar_index.htm

REV: Mar 04, 2026

TAMPA MICROWAVE STANDARD FLOW DOWN PROVISIONS

The text identified in FAR and DFARS Clauses are incorporated by this reference and are subject to the following modifications as indicated unless excluded by specific language in the clause or modified by language shown following the Clause title. All Clauses incorporated by this reference are those in effect on the date of the award of the prime contract.

"Contractor" means Seller.
"Subcontractor" means Seller's subcontractors.
"Contract" means this Agreement or any Order placed in conjunction with this Agreement.
"Government" or "Contracting Officer" means Buyer

The following Clauses are incorporated by reference with the same force and effect as if they were printed in full text.

Federal Acquisition Regulations (FAR) Clauses
52.203-13 Contractor Code of Business Ethics and Conduct (Nov 2021)
52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010)
52.203-19 Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)
52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)
52.204-23 Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab (Nov 2021)
52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services orEquipment. Basic (Nov 2021)
52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023)
52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment (Nov 2021)
52.219-8 Utilization of Small Business Concerns (Oct 2022)
52.222-21 Prohibition of Segregated Facilities (Apr 2015)
52.222-26 Equal Opportunity (Sep 2016)
52.222-35 Equal Opportunity for Veterans (Jun 2020)
52.222-36 Affirmative Action for Workers with Disabilities (Jun 2020)
52.222-37 Employment Reports on Veterans (Jun 2020)
52.222-40 Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)
52.222-50 Combating Trafficking in Persons (Nov 2021)
52.222-55 Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022)
52.22-62 Paid Sick Leave Under Executive Order 13706 (Jan 2022)
52.224-3 Privacy Training (Jan 2017)
52.232-40 Providing Accelerated Payments to Small Business Subcontractors (Nov 2021)
52.244-6 Subcontracts for Commercial Items (Dec 2023)

Defense Federal Acquisition Regulation Supplement (DFARS) Clauses

If this order is issued pursuant to a Department of Defense Prime Contract, the following clauses also are incorporated by reference:

252.204-7004 Antiterrorism Awareness Training for Contractors (Jan 2023)
252.204-7009 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (Jan 2023)
252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (Jan 2023)
252.204-7014 Limitations on the Use or Disclosure of Information by Litigation Support Contractors (Jan 2023)
252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support (Jan 2023)
252.204-7018 Prohibition on the Acquisition of Covered Defense Telecommunications Equipment or Services (Jan 2023)
252.204-7019 Notice of NIST SP 800-171 DoD Assessment Requirements. (Mar 2022)
252.204-7020 NIST SP 800-171 DoD Assessment Requirements. (Jan 2023)
252.204-7021 Contractor Compliance with the Cybersecurity Maturity Model Certification Level Requirement. (Jan 2023)
252.204-7022 Expediting Contract Closeout (May 2021)
252.204-7023 Reporting Requirements for Contracted Services - Basic (Jun 2021)
252.204-7024 Notice on the use of the Supplier Performance Risk System. (Mar 2023)
252.211-7003 Item Identification and Valuation (Jan 2023)
252.219-7003 Small Business Subcontracting Plan (DOD Contracts) (Dec 2019)
252.223-7008 Prohibition of Hexavalent Chromium (Jan 2023)
252.223-7997 Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid —Representation. (DEVIATION) (Apr 2023)
252.223-7998 Prohibition on Procurement of Certain Items Containing Perfluorooctane Sulfonate or Perfluorooctanoic Acid (DEVIATION) (Apr 2023)
252.225-7009 Specialty Metals – Restriction on Acquisition of Certain Articles Containing Specialty Metals (Jan 2023)
252.227-7000 Non-Estoppel (Oct 1966)
252.227-7001 Release of Past Infringement (Sep 2019)
252.227-7002 Readjustment of Payments (Sep 2019)
252.227-7003 Termination (Aug 1984)
252.227-7004 License Grant (Aug 1984)
252.227-7005 License Term--Alternate I (Aug 1984)
252.227-7006 License Grant--Running Royalty (Aug 1984)
252.227-7007 License Term--Running Royalty (Aug 1984)
252.227-7008 Computation of Royalties (Aug 1984)
252.227-7009 Reporting and Payment of Royalties (Sep 2019)
252.227-7010 License to Other Government Agencies (Aug 1984)
252.227-7011 Assignments (Aug 1984)
252.227-7012 Patent License and Release Contract (Dec 2022)
252.227-7013 Rights In Technical Data—Other Than Commercial Products or Commercial Services (Mar 2023)
252.227-7015 Technical Data—Commercial Products and Commercial Services (Mar 2023)
252.227-7018 Rights in Other Than Commercial Technical Data and Computer Software—Small Business Innovation Research (SBIR) Program (Mar 2023)

252.227-7037 Validation of Restrictive Markings on Technical Data (Jan 2023)
252.236-7013 Requirement for Competition Opportunity for American Steel Producers, Fabricators, and Manufacturers (Jan 2023)
252.237-7025 Preaward Transparency Requirements for Firms Offering to Support Department of Defense Audits—Representation and Disclosure (Oct 2022)
252.237-7026 Postaward Transparency Requirements for Firms that Support Department of Defense Audits (Oct 2022)
252.239-7010 Cloud Computing Services (Jan 2023)
252.244-7000 Commercial Items and Components (Nov 2023)
252.246-7007 Counterfeit Parts - Contractor Counterfeit Electronic Part Detection and Avoidance System (Jan 2023)
252.246-7008 Sources of Electronic Parts (Jan 2023)
252.247-7003 Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (Jan 2023)
252.247-7023 Transportation of Supplies by Sea (Jan 2023)

General

Mercury Free: The material supplied under this contract/purchase order shall contain no metallic mercury and shall be free from mercury contamination. Mercury contamination of the material will be cause for rejection.

REV: March 3, 2022

Supplier Standards of Business Conduct

Tampa Microwave Suppliers must act ethically always and ensure the integrity of their operations.

Purpose:

Tampa Microwave (TM) is committed to achieving the highest standards of ethics, integrity and performance to provide the products and solutions necessary for our customers. These Supplier Standards of Business Conduct set forth the fundamental requirements that we expect our suppliers (and those who work for them, including employees and subcontract labor) to comply with at all tiers.

A TM Supplier Shall Maintain the Highest Standards of Ethics and Integrity and Comply with Laws, Regulations, its Contractual Obligations with us and this Standard of Business Conduct

Our suppliers must act ethically always and ensure the integrity of their operations. Acting with integrity means being accountable for the highest standards of behavior. In addition, our suppliers must comply fully with all applicable laws and regulations, their contractual obligations with us and these Supplier Standards of Business Conduct.

A TM Supplier That Manufactures or Provides Goods and Services Used to Produce Electronic Goods, Shall Comply with The EICC Code of Conduct

TM expects our Suppliers' providing goods or services used to produce electronics goods to comply with the EICC Code of Conduct, which supports our philosophy. TM expects our Suppliers to comply with the EICC code regardless of local business practices or social customs.

For more information on the EICC and to view the EICC Code of Conduct,
visit http://www.eiccoalition.org/standards/code-of-conduct/

A TM Supplier is Accountable for Quality and On-Time Delivery

QUALITY AND ON-TIME DELIVERY

Suppliers must ensure their work product meets our company's quality standards. We expect our suppliers to have in place, the appropriate quality assurance processes, and systems, to identify defects, implement corrective actions and facilitate the on-time delivery of the product which quality meets, or exceeds the contract requirements.

COUNTERFEIT PARTS

We expect our suppliers to develop, implement, and maintain effective methods and processes appropriate to prevent the introduction of counterfeit parts and materials into TM deliverable products. Suppliers must ensure that effective processes are in place to detect counterfeit parts and materials, as applicable, and prevent them from being delivered to TM.

DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM (DPAS) RATED ORDERS

TM Suppliers shall not discriminate against DPAS rated orders in any manner, such as charging higher prices, or by imposing different terms and conditions, than for comparable unrated orders. TM suppliers shall give DPAS rated orders preferential treatment over unrated orders, and ensure rated orders are accurately scheduled and performed to ensure delivery, by the required delivery date.

BUSINESS CONTINUITY PLAN

TM Suppliers are expected to have Business Continuity and Recovery Plans that will facilitate quick response, reaction and resumption of parts and services in the event of disruptions. Suppliers are expected to establish a comprehensive crisis management approach to deal with potential disruptions (proactive) and disasters (reactive). The approach should include a plan of action, checklist of activities, communication plans, escalation procedures and organization with teams, roles and responsibilities.

A TM Supplier Shall Treat All People with Respect and Dignity

We expect our suppliers to treat people with respect and dignity, encourage diversity, remain receptive to diverse opinions, promote equal opportunity for all, and foster an inclusive and ethical culture. Suppliers must refrain from violating the rights of others and address any adverse human rights impacts of their operations.

HARASSMENT

Our suppliers should ensure that their employees are afforded an employment environment that is free from physical, psychological, and verbal harassment, or other abusive conduct.

DISCRIMINATION

Our suppliers should provide equal employment opportunity to all employees and applicants for employment, without any unlawful discrimination.

CHILD LABOR

Suppliers must ensure that child labor is not used in the performance of work. The term “child” refers to any person under the minimum legal age for employment where the work is performed.

HUMAN TRAFFICKING

We fully support the elimination of human trafficking and slavery from the supply chain and do not tolerate any trafficking in persons, both in the U.S. and globally. Suppliers must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate.

WAGE AND BENEFITS

Our suppliers must pay workers at least the minimum compensation required by local law and provide all legally mandated benefits. In addition to payment for regular hours of work, workers must be paid for overtime at such premium rate as is legally required.

SOCIAL DIALOGUE

We expect our suppliers to respect the rights of workers to associate freely and communicate openly with management regarding working conditions without fear of harassment, intimidation, penalty, interference or reprisal. Suppliers are expected to recognize and respect the ability of workers to exercise lawful rights of free association, including joining or not joining any association of their choosing.

A TM Supplier Shall Not Use Unethical or Illegal Business Practices

Our suppliers must not seek to gain advantages through unfair, unethical or illegal business practices.

ANTI-CORRUPTION LAWS

Our suppliers must comply with all applicable anti-corruption laws, directives and regulations, such as the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act.

We require our suppliers to refrain from offering or making any improper payments of money (or anything of value) to government officials, political parties, candidates for public office, or other persons. This includes a prohibition on facilitating payments intended to expedite or secure performance of a routine governmental action that the government official is already obligated to perform like obtaining a visa or customs clearance, even in locations where such activity may not violate local law. Payments made to protect personal safety are permitted where there is an imminent threat to health or safety but must be properly recorded and reported to the buyer representative as promptly as possible under the circumstances.

We require our suppliers to use due diligence to prevent and detect corruption in all business arrangements, including partnerships, subcontracts, joint ventures, offset agreements, and the hiring of intermediaries such as agents or consultants.

ILLEGAL PAYMENTS

Our suppliers must not offer any illegal payments to, or receive any illegal payments from, any customer, supplier, their agents, representatives or others. The receipt, payment, and/or promise of monies or anything of value, directly or indirectly, intended to exert undue influence or improper advantage is prohibited. This prohibition applies even in locations where such activity may not violate local law.

ANTI-TRUST

Our suppliers must not engage in anti-competitive practices in violation of applicable law, regulation or contractual requirements.

CONFLICT OF INTEREST

Our suppliers must avoid conflicts of interest or situations giving the appearance of a potential conflict of interest in their dealings with us. We require our suppliers to provide notification to affected parties if an actual or potential conflict of interest arises, including conflicts between the interests of our company and the personal interests of a supplier's employees or those of close relatives, friends or business associates of a supplier or its employees.

GIFTS/BUSINESS COURTESIES

We believe our suppliers should compete on the merits of their products and services. The exchange of business courtesies may not be used to gain an unfair competitive advantage or exercise improper influence. In any business relationship, our suppliers must ensure that the offering, receipt of any gift, or business courtesy is permitted by law and regulation and complies with any contractual obligations, and that any exchanges do not violate the rules and standards of the recipient's organization and are consistent with reasonable marketplace customs and practices.

PROCUREMENT INTEGRITY

Our suppliers must maintain the integrity of our procurement and acquisition processes. Suppliers may not improperly use competitors' confidential or proprietary information for their own benefit. If a supplier becomes aware of any such confidential or proprietary information, they should promptly take steps to avoid its improper use and inform our Company as appropriate.

INSIDER TRADING

Our suppliers and their personnel must not use material, non-publicly disclosed information obtained in the course of their business relationship with us as the basis for trading or for enabling others to trade in the stock or securities of our company or those of any other company.

A TM Supplier Shall Exhibit Good Trade Practices

IMPORT

Our suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the import of parts, components, and technical data. We require our suppliers to provide truthful and accurate information and obtain appropriate licenses and/or consents where necessary.

EXPORT

Our suppliers must ensure that their business practices are in accordance with all applicable laws, directives and regulations governing the export of parts, components, and technical data. We require our suppliers to provide truthful and accurate information and obtain appropriate licenses and/or consents where necessary.

ANTI-BOYCOTT

Our suppliers must not participate in, cooperate with, or further the cause of any unsanctioned foreign economic boycott, in accordance with the U.S. 1977 Export Administration Act and the U.S. 1976 Tax Reform Act, or similar legislation or regulations.

RESPONSIBLE SOURCING OF MINERALS

Suppliers must comply with any applicable laws and regulations regarding conflict minerals and assist us in meeting our obligations under law and regulation. We report annually to the United States Securities and Exchange Commission on our use of conflict minerals (tantalum, tin, tungsten and gold) originating in the Democratic Republic of Congo (DRC) or any of the DRC's adjoining countries in products manufactured or contracted to be manufactured by the company and are required to conduct due diligence on the use of conflict minerals in our supply chain. Our suppliers must support our efforts to conduct due diligence on the use of conflict minerals in our supply chain, including the identification of products in their supply chain that contain conflict minerals and validating the country of origin of these minerals.

A TM Supplier Shall Protect Information, Intellectual Property and The Supply Chain

CONFIDENTIALITY OF SENSITIVE INFORMATION

Suppliers must maintain the confidentiality of all information entrusted to them by us, our customers or other third parties, except where disclosure is authorized or legally required (and then only after notice).

We require our suppliers properly to handle and protect from improper disclosure any sensitive information, including classified, controlled, proprietary and personal information; competition sensitive information and intellectual property. Information should not be used for any purpose (e.g., advertisement, publicity, and the like) other than the business purpose for which it was provided, unless there is prior authorization from the owner. Suppliers must comply with all contractual obligations and applicable laws, including data privacy laws.

SECURITY OF SUPPLY CHAIN

In addition to complying with our security requirements, suppliers are encouraged to implement practices and procedures to ensure the security of their people, property and other assets, including their supply chain. Suppliers are encouraged to participate in the Customs-Trade Partnership Against Terrorism initiative of the United States Department of Homeland Security.

INTELLECTUAL PROPERTY

We require our suppliers to respect and comply with all applicable laws and other binding obligations governing intellectual property rights, including protection against disclosure, patents, copyrights, and trademarks.

CYBERSECURITY

Suppliers must take care to safeguard and protect information entrusted to them and information generated or developed by them in support of our programs from unauthorized access, destruction, use, modification or disclosure. We expect suppliers to have risk-based cybersecurity programs designed to mitigate emerging threats to their information systems, products and services and supply chain and to comply with all applicable contractual and legal requirements.

A TM Supplier Shall Maintain Accurate Records

Suppliers must create and maintain accurate records. All records, regardless of format, made or received as evidence of a business transaction must fully and accurately represent the transaction or event being documented. When a record is no longer needed to conduct current business, records should still be retained based on the applicable retention requirements. Suppliers must not falsify or provide fraudulent records, billings or other statements to us or our customers.

A TM Supplier Shall Maintain a Healthy and Safe Workplace

HEALTH AND SAFETY

We require our suppliers to comply with all applicable health and safety laws, regulations, and directives. Suppliers should protect the health, safety, and welfare of their people, visitors, and others who may be affected by their activities.

ENVIRONMENT AND SUSTAINABILITY

Our suppliers must comply with all applicable environmental laws, regulations, and directives and operate as responsible stewards of the environment.

TM Supplier Integrity, Ethics Program Expectations

COMPLIANCE

We require suppliers to maintain an effective integrity, ethics and compliance program and to meet the requirements of this Supplier Standards of Business Conduct.

CONSEQUENCES FOR VIOLATING STANDARDS

In the event of a violation of this Supplier Standards of Business Conduct, we may pursue corrective action to remedy the situation. In the case of an actual or possible violation of law or regulation, we may be required to report to proper authorities. We reserve the right to terminate our relationship or take any other appropriate action with any supplier under the terms of the existing procurement/purchasing contract.

WHISTLEBLOWER PROTECTION

Our suppliers should provide their employees with avenues for raising legal or ethical issues or concerns without fear of improper retaliation. Our suppliers should also take action to prevent, detect, and correct any retaliatory actions.