Quality Assurance Agreement

Between the

IVM Meyer GmbH

(hereinafter referred to as the 'contractor')

and

the Supplier

(hereinafter referred to as the 'supplier)

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1. General Information

1.1 Purpose and Scope

That Quality Assurance Agreement (hereinafter referred to as: QAA) is the binding definition of technical and organisational framework conditions between the client and the supplier, which affect all deliveries to the customer. The choice of a supplier depends substantially on its quality capability. The supplier is solely responsible for the quality of the delivered products and services. The QAA is an integral part of the procurement volumes of the client and supplements the specifications of the order and the standards, regulations, technical documentation and customer-specific requirements underlying the subject matter of the contract. The legal or contractual rights of the customer shall not be limited by this or by taking notice of any documentation or other written notifications of the supplier within the scope of this agreement. This QAA applies to all products to be supplied and processes to be carried out. The competitiveness and position of the client on the world market is defined by the quality of their products. The quality and reliability of the purchased products or services have a direct influence on the quality of the customer's products. The primary objectives are the safety of aviation and space flight and the satisfaction of our customers. Only through cooperation with our suppliers is it possible to meet the requirements of our customers and to guarantee the regulatory and legal requirements as well as the fulfilment of our company-wide quality standards. In principle, each supplier assumes sole responsibility for the quality of its products. This also implies that the supplier develops its quality standard, in cooperation with the client, by constantly improving its products and processes. The conclusion of this QAA represents an indispensable step for the joint and future business relationships between the client and the supplier.

1.2 Amendment Note

Rev: D, 15.07.2020

2. Terms

In general, the terms according to EN/ISO 9000 family apply unless something else is explicitly stated.

2.1 Work Plan

A work plan applies to a processing step on a component. This work plan contains detailed information on the processing steps that have a direct or indirect influence on the quality of the product.

2.2 Test Plan

The test plan shows how product quality is steered in accordance with our order and the agreed specifications throughout the process, from incoming goods to final inspection.

2.3 Component Class

Products for aviation are divided into three component classes. These classes describe the criticality of the product in the event of failure.

Class 1: In the event of failure, human lives can be endangered. For example, a plane crash.

Class 2: Severe impairment of the aircraft. However, a safe landing is still possible at any time.

Class 3. No endangering or serious impairment of the aircraft in the event of failure.

Similar classifications apply to space flight.

2.4 Production Aids

The ISO 9000 family regulates production aids such as test and measuring equipment, machining tools, special equipment, devices and transport aids.

2.5 Products
All raw parts, semi-finished or prefabricated parts, components, component groups, auxiliary and operating materials, services and software as well as components supplied within the scope of this QAA.

2.6 Feasibility Analysis
The feasibility analysis serves to determine whether our order can be realised at the required quality and cost objectives as well as at the required delivery dates (incl. the first sample deadline).

2.7 Production Monitoring
The monitoring of a process ensures the defined standard of approval. For this purpose, production and testing procedures are frozen, i.e. they may only be amended if the contracting authority has obtained approval. Manufacturing processes are also understood here as all repair and maintenance procedures at the manufacturing facilities.

2.8 Extended Workbench
A supplier that performs single or multiple production operations according to work plans or, as the case may be, testing plans that are provided by customer is deemed to be an “extended workbench”. The material is provided by customer.

2.9 Initial Samples / First Article
A first sample is a representative unit from the first production run of a new part or a new assembly which, according to approved drawings, is produced entirely with standard equipment and under standard conditions. This serves as proof that the production processes, the production documentation and the tools are suitable to produce parts and assemblies that meet the requirements. This process should be repeated as soon as changes occur (see point 4.7) that override the original results (e.g. technical changes, changes in the manufacturing process, changes in the tools). A first sample can also be referred to as an initial article. Annex 6.2 shall be used for labelling.

2.10 Parts of dubious origin
A part in which objective and credible indications indicate that it is likely not released or falsified.

2.11 Fake Parts
An unauthorised copy, imitation, replacement or modified part (e.g. a material, component) which is knowingly misrepresented as the original part of an original manufacturer or authorised manufacturer.

3 Quality Management System
3.1 Objective
The supplier’s quality strategy must be the constant improvement of its performance. The targets are “zero errors” with 100 % delivery reliability as well as continuous cost optimisation.

3.2 Requirements for the Quality Assurance Agreement (QAA)
For the duration of the supplier’s business relations with the client, the supplier must be able to prove a valid certification. The certification process must have been carried out by an accredited certification company. Certification according to EN/ISO 9001 is a basic requirement for classification as a qualified supplier at the client. Development and manufacturing companies must be certified in accordance with EN 9100. Manufacturers and distributors of hazardous substances must additionally demonstrate certification in accordance with EN 14001 or equivalent. Management must commit itself to continuous quality and product improvement. The QAA must be designed to identify risks, avoid errors through analysis, and identify and stop causes of errors. The client shall carry out a

supplier evaluation. If this calls for action to improve, they must be implemented. In exceptional cases, special agreements may be made with the contracting authority.

3.3 Updating Certifications

The supplier shall submit his certificates to the purchaser's own responsibility and report updates immediately after the expiry of the validity period or when a certificate is cancelled. An invalid or expired certificate leads to exclusion from the qualified supplier list.

3.4 Review of the Quality Management System

The supplier's quality management system is assessed by the commissioners of the client. The client has the right to check compliance with customer requirements at any time with notice from the supplier. In doing so, the client reserves the right to carry out or have inspections carried out at the supplier's own discretion (audits). As a result, the supplier is not relieved of his quality responsibility. In the event of significant quality defects, an immediate check shall be admissible. The supplier shall grant access to the relevant areas of all facilities, at each level of the supply chain involved in the order and to all relevant records, to the employees of the client, its customers and the relevant authorities.

4 Procedures

4.1 General Information

In accordance with the documents agreed in writing, the supplier bears full responsibility for the error-free execution of its products and services delivered to the customer. The production ability analysis shall be carried out in the context of the production of the offer. All outstanding points must be clarified before making a bid. This should be repeated in case of changes to the product. The supplier acknowledges that compliance with the provisions of this provision is part of his warranty scope. In the event of warranty, the supplier bears the burden of proof that he has acted in accordance with the provisions. The advisory activities of the Client's employees do not relieve the Supplier from observing all obligations arising from the contracts between the Supplier and the Client. Any provision of equipment, planning documents or other support from the Customer shall in no way restrict the Supplier's responsibility for the quality of its deliveries.

4.2 Supplier's planning and compliance with deadlines

Unless otherwise specified by the client, the supplier shall prepare in writing for all products to be delivered:

— Production planning (machines, devices, tools, workflows)

— Test planning (test sequence, characteristics, means, frequency)

— Procurement planning (material, machinery, operating and testing equipment, suppliers)

Responsibilities and deadlines shall be defined therein. Furthermore, the supplier is obliged to comply with promised deadlines. This applies both to the delivery of products and initial samples as well as to the delivery of FAI reports, 8D reports and the introduction of immediate, corrective, and preventive measures. In the event of delays, the supplier shall bear the resulting additional costs. Adherence to deadlines is part of the supplier evaluation.

4.3 Technical Documents / Documentation

The supplier confirms with the order confirmation:

— that all technical documentation specified in the order is available,

— that the technical documentation is available to all the bodies concerned;

— that all other necessary documents are available, e.g. packaging requirements, transport, TL etc.,

— that all documents have been understood,

— Changes to drawings, work standards, etc. are to be made known and to be trained,

— that all items of the order are manufactured in accordance with the specifications of the client.

In so far as they concern a particular delivery, manufacturing and testing documents must be clearly identified. You must contain more details such as order number of the customer, position on order, material number, material description and, if applicable, other additives, such as heat treatment conditions or similar, all copies of the test documents must bear the signatures of the authorised persons The original documents remain with the supplier. If required by the client, component-specific quality records must be delivered to the client. Customer requirements drawn up in the order shall be fulfilled in addition to this quality assurance agreement.

4.4 Minimum requirements for the identification and traceability of the delivered goods

The supplier will ensure that the traceability of all materials/parts and, if this is technically impossible, the separation of non-compliant materials/parts is ensured by marking the delivery items or, if this is technically impossible, by means of other appropriate identification measures. Where necessary, a method of monitoring material with a limited duration of use shall be used.

4.4.1 Guidelines to the documents to be supplied according to construction documents and, where applicable, special order details

The scope of the documents and certificates to be supplied in accordance with the valid building documents and all applicable specifications is generally to be supplied including unsolicited delivery; Optionally, the documents can also be sent to info@ivmgmbh.de in advance.

4.4.1.1 Standard and catalogue parts, auxiliary, operating and auxiliary tools

Certificate 2.1 according to EN 10204 or equivalent and further requirements according to the building documents.

4.4.1.1.1 Assemblies, equipment, purchase parts and purchase part drawings

Material certificate 3.1 in accordance with EN 10204 or equivalent and further requirements according to the building documents.

4.4.1.1.2 Finished and treated drawing or 3D parts

Material certificate 3.1 according to EN 10204 or equivalent.

4.4.1.1.3 Extended workbench

Certificate CoC in accordance with EN 10204 or equivalent, ATR or similar as production protocol.

4.4.1.1.4 Materials

Material certificate 3.1 in accordance with EN 10204 or equivalent in accordance with the manufacturing documents.

In the case of dealers, both a certificate from the dealer and a copy of the certificate of origin (COC) shall be requested from the manufacturer.

4.4.1.1.5 Surface treated products

Approval certificate 3.1 in accordance with EN 10204 or equivalent in accordance with the manufacturing documents.

— Results Grid cutting test

— Results layer thickness measurement

— Results Viscosity Test

— Detection of humidity and temperature during production

4.5 Procurement

Raw materials for production parts and processes may only be procured from suppliers authorised by the client if specified by the client. Procurement from alternative suppliers requires prior approval by the client.

If no sub-suppliers are specified by the customer, the supplier may select only sub-suppliers who are at least certified in accordance with ISO 9001. In exceptional cases, special agreements may be made with the contracting authority. The supplier may only pass on orders from the customer to subcontractors with the consent of the customer. The supplier must ensure that he and his subcontractors have the necessary documents for the processing of an order. These documents must be available in the valid state of change from the order If sub-contracts have been awarded, it must be ensured that the supplier can fulfil all his obligations arising from his contractual obligation with the client the customer reserves the right to check these subcontractors as well. The supplier is obliged to make these tests possible with the subcontractor, if necessary, by contractual agreement with this subcontractor. However, the supplier is not relieved of his responsibility for the subcontractor vis-à-vis the customer.

4.6 Initial Samples / First Articles

Initial samples are defined by the client in the order or must be coordinated with the client in the event of changes. First samples are manufactured and tested products according to approved drawings under series conditions (supply material, machines, plants, operating and testing equipment, machining conditions). Subcontracting material to the supplier by sub-suppliers must have been released by the supplier itself, for example by FAI. Proofs must be available at any time at the request of the client. Initial samples shall be fully tested and documented in accordance with the drawing and related specifications and standards for all characteristics (e.g. dimensions, materials) in accordance with EN 9102. The manufacturing and testing documentation shall also be part of the initial sampling. The process plan contains all steps of the manufacturing process. Details of the production steps must be visible on demand. Each product must be subjected to an initial sample test. Exceptions are standard parts, catalogue parts, auxiliary, operating and additives. Should a change in the manufacturing process be caused by the supplier, a repetition of the initial sample test shall be carried out free of charge for the client. The initial samples shall be delivered to the client together with the initial sample test report at the agreed date. This requires unambiguous identification as a first model.

4.7 Inspection

Test criteria, test volumes and test procedures required by the technical documentation shall be binding. An amendment requires the written approval of the client. Test frequencies shall be set in such a way that the supplier can comply with its quality regulations (unless specified by the customer). If a test result indicates faulty products, they must be sorted out. All still tangible stocks (incl. stocks at the client and its customers) must be subjected to a sorting check. The subsequent lots shall be subjected to a check for the correction of errors in order to ensure that the cause of the error has been eliminated. The client must be informed immediately. Depending on the manufacturing process (e.g. heat treatment, casting, forging) the product test must be supplemented by monitoring the process parameters (e.g. temperature, pressures, times). Non-destructive tests shall be subject to approval in accordance with EN 4179. If this is not the case, a consensual solution must be made with the purchase of the client.

4.8 Changes

4.8.1 Changes in general

If the supplier changes, e.g. design, material, supplier, components, execution, manufacturing and testing procedures, tools, production parameters, additives, cooling and lubricants, devices, packaging, preservation or the like, prior written approval by the customer is required. The Supplier undertakes to announce the changes as soon as possible and without delay. A change is already in place whenever the manufacturing and testing process of the initial sample is deviated in any form. In this case, the initial pattern process must be re-entered. The scope must be agreed with the client. At least one proven test or an analytical evaluation is required to release the change. The relocation of production facilities, machinery or equipment must be communicated to the purchaser in writing prior to the change and must be approved by the client in writing. The supplier must provide evidence of the introductory data of changes. The supplier's obligation to comply with the delivery dates of the released products remains in place despite the announcement of changes.

4.9 Testing equipment and test devices

Systematic, planned calibration and monitoring/administration shall ensure that only audit plans are used that are sufficiently accurate, reliable and operational in accordance with their technical specification. These are prerequisites for a correct assessment of the measurement results of a product characteristic or a process parameter. A system for regular verification shall be demonstrated to ensure that faulty and expired test equipment and equipment are detected. This also applies to manufacturing equipment used as test equipment. The supplier is obliged to provide proof of this and to present it on request. The supplier's test equipment used shall be suitable and capable for the intended tests. In addition, the detection of calibrations has to be carried out. If necessary, the supplier shall make its testing facilities available to the client's representative in the case of external acceptances, in-house, where appropriate, with test personnel.

4.10 Failure Products

4.10.1 General Information

The supplier ensures that only products that meet the technical requirements of the documents are sent. The supplier must report defective products to the customer by means of a supplier's self-notification and withhold until a written decision of the customer has been made. Defective products must be removed from the process, sorted, repaired or scrapped by the supplier according to the client's choice. Products with approved deviations shall be labelled separately. Packaging units shall contain appropriate instructions. The template can be found in Annex 6.1. The client reserves the right to provide the documents to guide the defective product. After approval of the deviation by the contracting entity, the supplier must indicate in the test certificate the deviation permit and include a copy of the deviation permit of the delivery. The approval of a deviation or the acceptance of defective products does not imply a waiver on the part of the client of existing rights or remedies.

4.10.2 Information to the Client

If the supplier finds any deviations which could also affect deliveries already delivered, he must inform the purchaser immediately. There is still a notification obligation even if the products concerned have already been delivered and accepted. If the supplier is not in a position to stop the deviations until the next delivery, he shall immediately inform the purchaser of the purchase and cease any further delivery until otherwise stated instructions. The supplier shall document corrective and preventive measures. The documentation of the measures shall be available for inspection. At least one 8D report shall be provided upon request.

4.10.3 Control Reports

In the control report, the customer documents and informs the supplier of decisions on the use of products that have been challenged. The supplier shall implement the requirements described in the control report and inform the purchaser in writing of any subsequent and corrective measures. In the context of the processing of control reports, the supplier must prepare an 8D report and send it to the customer within 10 days. The client reserves the right to provide the documents for this purpose.

4.10.4 Costs of defective products

The client reserves the right to pass on the costs incurred by defective products to the supplier. This also applies if costs are incurred by a concealed defect and are determined only after acceptance at a later date.

4.11 Fake Parts

The supplier shall take internal precautions to ensure that – if it is established that counterfeit parts have been delivered – these are immediately blocked for further use; their further processing is discontinued and all relevant items and batches are taken into safe custody so that these parts are not further circulated. It is also necessary to check whether products already delivered can be affected. In any case, the client must be informed immediately so that the necessary measures can be taken. The same applies to the identification of parts of dubious origin.

4.12 Rework

The Supplier shall ensure, if necessary, after consultation with the Client, that remedial and corrective measures on its products do not have any adverse effects (e.g. with regard to dimensions, function, strength, durability). Rework, which changes the characteristics of the product or causes deviations from the technical documentation or the frozen manufacturing conditions, is subject to authorisation, including the planned follow-up procedure. This also applies to subcontractors. This authorisation must be given in writing before rework. This does not exempt the supplier from his responsibility for the quality of the product.

4.13 Complaints

If defects are challenged by the customer or authorities of the customer, the supplier must remedy them immediately. If this does not happen despite a reminder, the client is entitled to withdraw from the order and to demand compensation for non-performance. The inspections carried out by the supplier by employees of the client or externally commissioned persons shall not be regarded as acceptance in the legal sense. Even after an examination carried out by these persons, the client can assert warranty claims and other claims due to incorrect delivery.

4.14 Transportation

If the client provides packaging and/or protective devices, these shall be used during internal transport and, if necessary, during processing and return delivery. If necessary, predefined packaging requirements shall be complied with. If the customer does not impose any special packaging requirements, the supplier must protect the products to be delivered independently by appropriate packaging against damage, corrosion, penetration of foreign bodies into the product, impermissible vibration, moisture, electrostatic charging (ESD) or confusion/mixture of batches or other hazards. If available, the expiry date on the packaging shall be clearly documented. The supplier ensures that the required technical and administrative accompanying documents are included in the scope of delivery. The delivery is deemed to have arrived completely only when all accompanying documents with the product are available to the customer. The products and/or their transport containers must be labelled in such a way that they are clearly identified and confusion or mixtures are avoided. Batch separations shall be strictly observed. The production status and test decision must be

identifiable at all production lots or partial ones. This applies in principle always, i.e. at the supplier (e.g. in production, in testing, warehouse), as well as on transport to the customer.

4.15 Retention periods of documents and test results

4.15.1 Non-aviation parts

The retention period for records, unless otherwise agreed, shall be 10 years.

4.15.2 Aircraft components

For parts or components for aviation equipment, storage periods corresponding to at least 25 years, followed by a subsequent release requirement to the contracting entity for the destruction of the documentation. The records may only be destroyed after consultation and approval by the client.

4.16 Written Correspondence

Unless otherwise agreed, written correspondence is, as a rule, to be maintained through Customers purchasing department.

4.17 Duties of Information

The Supplier must inform the Customer immediately if materials needed for the production of products ordered by the customer are no longer available or if it is foreseeable that they will no longer be available. The Supplier must inform the Customer immediately if materials and chemicals, that have been ordered during the last 2 years. The Supplier has to lead a process for the identification of possible obsolescence. If risks for a future discontinuation of products or lack of availability have been known or identified, these must be communicated to the Customer immediately. Personnel and organizational changes of the management must be communicated to the Customer immediately in writing.

4.18 Compliance Management for Suppliers

By means of an appropriate compliance management system, the supplier must ensure that all employees of his company are aware of the aspects of product and service compliance, product safety and ethical behaviour, as well as compliance with applicable rules and laws. It should also be ensured that procurement shall be carried out exclusively from released sources.

4.19 REACH Regulation

The Supplier is obliged to inspect its components and materials for substances affected by REACH and to send the Customer a notification of ingredients in accordance with the current REACH regulation (see EC Regulation 1907-2006). For deliveries of hazardous substances, the Supplier is obligated to deliver a safety data sheet for first deliveries. If the Supplier makes changes to the safety data sheet, it must be re-delivered or sent to the Customer's purchasing department by e-mail in advance.

4.20 Long-term supplier declaration for goods with preferential origin

A supplier declaration (LE) is a proof of the preferential origin of an imported product. It is required by the exporter as proof of the issue and application for a proof of preference (goods certificate EUR.1, EUR.2 or a declaration of origin on the invoice). Such evidence may allow preferential customs duties to be granted to goods from countries and groups of countries which have a preferential agreement with the European Community.

The legal basis for issuing a supplier declaration is Council Regulation (EC) No 1207/2001 of 11 June 2001.

5. Miscellaneous

5.1 Normative references

EN 9100 Quality Management System – Requirements for Aeronautics, Space and Defence Organisations.

EN 9102 Aerospace – Quality Management Systems – Initial type testing.

EN 9110 Quality Management Systems – Requirements for Aviation Maintenance Operations.

EN 9120 Quality Management Systems – Requirements for dealers and warehouse holders of aeronautics, aerospace, defence.

EN 9130 Aerospace – Quality Management Systems – Document storage.

6 Severability Clause

Should individual provisions of this contract be wholly or partially invalid or void or become ineffective or void in whole or in part as a result of changes in the legal situation or by supreme jurisprudence or otherwise, or if this contract contains gaps, the parties agree that the provisions of this contract shall remain unaffected and valid. In this case, the contracting parties undertake, taking into account the principle of good faith in place of the ineffective provision, to agree an effective provision which comes as close as possible to the meaning and purpose of the ineffective provision and from which it is to be assumed that the parties would have agreed upon them at the time of the conclusion of the contract if they had known or foreseen the ineffectiveness or invalidity. The same applies if this contract contains a gap.

7 Annex

7.1 Form: Marking for Deviating Components

<table>
<tr><td>Supplier:

……</td><td>Phone: ……..
Fax: ……
E-Mail: ……</td></tr>
<tr><td colspan="2">NON CONFORMANCE REPORT</td></tr>
<tr><td rowspan="4">ATTENTION</td><td>IVM Part no. and Serial no.:
……..</td></tr>
<tr><td>IVM Order no.:
……</td></tr>
<tr><td>IVM Part Description:
……..</td></tr>
<tr><td>Date:
……..</td></tr>
<tr><td colspan="2">Attention: Each non-conformancy unit has to be labeled with this form!</td></tr>
</table>

7.2 Form: Marking for First Articles (FAI)

<table>
<tr><td>Supplier:

……</td><td>Phone: ……
Fax: ……
E-Mail: ……</td></tr>
<tr><td colspan="2">FIRST ARTICLE / FAI</td></tr>
<tr><td rowspan="4">ATTENTION</td><td>IVM Part no. and Serial no.:
……</td></tr>
<tr><td>IVM Order no.:
……</td></tr>
<tr><td>IVM Part Description:
……</td></tr>
<tr><td>Date:
……</td></tr>
<tr><td colspan="2">Attention: Each FAI part has to be labeled with this form!</td></tr>
</table>