

Supplier Quality Agreement

1.0 PURPOSE AND SCOPE

This Agreement is intended to ensure a mutual understanding between Season Malaysia Manufacturing Sdn. Bhd. (hereinafter referred to as "Season") and the Supplier regarding the product conformance and quality requirements.

2.0 GENERAL QUALITY SYSTEM REQUIREMENTS

The Supplier shall have an established Quality Management System to ensure that product provided meets Season and applicable regulatory requirements.

The Supplier's quality management system shall be subject to evaluation by Season and shall include, but not be limited to changes stated in clause 9.0.

3.0 RIGHT OF ENTRY:

Season reserves the right to audit the Supplier's quality system with prior notice. Supplier shall allow access by Season, Season's customer and regulatory authorities to the applicable areas of facilities and to applicable documented information, at any level of the supply chain. To verify conformance, supplier shall permit Season to review their production and quality control procedures and records. If deemed necessary, supplier shall provide test specimens for inspection or verification.

4.0 DOCUMENTATION REQUIREMENTS

Upon request, the Supplier shall grant Season Quality access to quality system documentation including the quality manual, procedures and records. If requested, the Supplier shall translate the required documentation into English.

4.1 Control of Documents and Data

The Supplier is responsible for the control of Season proprietary documents and for ensuring that they are controlled in order to preclude their use for other than Season contract work.

The Supplier is responsible for acquiring copies of industry or government documents and/or standards available from commercial sources. Any problem experienced by the Supplier in obtaining required documents should be brought to the immediate attention of Season Purchasing prior to acceptance of work.

4.2 Control of Records

The Supplier shall retain production documentation and quality records for a period of 3 years minimum (***Supplied Material for produce part for Aviation/Space/life-support: Supplier shall retain all quality records at least 10 years***).

This documentation must include all Material Certifications, Work Orders, Special Process Certifications, Test Reports, Inspection Records, and Shipping Documentation.

The supplier is responsible for ensuring that records remain legible, readily identifiable and retrievable.

The Supplier is responsible for the transfer of records to Season in the event that the Supplier ceases operation.

Unless otherwise specified, all documents used to demonstrate product conformance must be provided in English.

The Supplier shall remain responsible for the requirements above regardless of whether the Supplier remains an approved Season supplier or whether for any reason, the Supplier no longer accepts PO's from Season.

5.0 MANAGEMENT RESPONSIBILITY

The Supplier shall define and maintain a register of authorities granted to individual personnel within the organization (i.e. FAI authorized officials; Certificate of Conformance authorized representatives, technical standard authorized personnel, etc.).

The Supplier shall provide contact information and access to the person responsible for ensuring that Season requirements are promoted throughout the organization. Said person must have the authority to resolve quality concerns.

Supplier Quality Agreement

6.0 RESOURCE MANAGEMENT

The Supplier shall have a process to identify and perform training or promote awareness to all personnel who directly or indirectly affect product quality including: -

- Their contribution to product or service conformity
- Their contribution to product safety
- The important of ethical behavior conduct

The Supplier shall maintain records of this training (including On-The-Job training). These records shall be made available for review upon request.

7.0 PRODUCT REALIZATION

7.1 Planning of Product Realization

Prior to acceptance of Order, the Supplier shall determine their ability to meet all PO requirements including the manufacture and inspection of all specified design characteristics.

7.2 Customer Related Processes

All documents including drawings, electronic design approved data and specifications are considered part of the PO requirements when specified directly on the PO or in documents referenced by the PO.

All communications related to the fulfillment of PO requirements shall be carried out through Season Sourcing and Purchasing in writing. Communication associated with quality issues including but not limited to nonconformities, corrective action and supplier assessment activities shall be carried out with both Season Sourcing and Purchasing and Season Quality included on all communications.

7.3 Control of Externally Provided Processes, Products, and Services

The Supplier is responsible for ensuring that product scheduled for delivery to Season from sub-tier suppliers (including Season specified suppliers) complies with all applicable provisions of drawing, specifications, and other requirements of the Season PO.

The Supplier shall maintain an Approved Vendor List (AVL). Criteria shall be established for sub-tier suppliers to achieve and maintain an approved status.

The Supplier shall flow down all applicable product, regulatory, and quality requirements (including requirements for traceability, documentation, and software) to the Supplier's sub-tiers. The Supplier is responsible for ensuring and validating the compliance of the Supplier's sub-tiers and maintaining documented evidence of such per clause 4.0.

For Aviation, Space, or Defense parts, the Supplier shall implement a process for the validation of raw material certifications (i.e. mill reports, etc.). The process of selection and testing must be defined. Said testing shall be performed at no additional charge to Season. Dependent upon the material type, validation may include material composition testing, hardness and conductivity testing, flammability testing, etc. All testing used for validation must be conducted by certified third parties. Records of the validation shall be retained

7.4 Production and Service Provision

The Supplier shall employ a system for controlling, documenting and maintaining required product quality throughout the manufacturing process whether performed by the Supplier or the Supplier's sub-tiers

Supplier Quality Agreement

7.4.1 First Article Inspection

The Supplier is responsible for completing a First Article Inspection Report (FAIR) prior mass production and prior any changes such per clause 9.0 (applicable to “Plastic Raw Materials, Mechanical Parts and Customize Items”). Season reserves the right to have the first article inspection performed by a Season representative at the Supplier's facility. Should the initial submission be found discrepant, additional samples may be requested following correction of the cause of discrepancy by the Supplier.

Season approval of a FAIR shall not relieve the Supplier of the responsibility for meeting all specifications and requirements on future shipments of the same product. Where multi-cavity tools are used, an FAIR documenting the production results from each cavity must be completed.

Supplier FAIR submission shall follow criteria as per below;

- a) Non-Aerospace products
 - i) Dimensional Results (where applicable)
 - ii) Outgoing Inspection Results (where applicable)
 - iii) RoHS Declaration
 - iv) REACH Declaration
 - v) Proposition 65 Declaration
 - vi) Safety Datasheet
- b) Aerospace products/Services/Outsource Suppliers
 - i) Dimensional Results
 - ii) Outgoing Inspection Results
 - iii) RoHS and REACH Declaration
 - iv) Proposition 65 Declaration
 - v) Safety Datasheet/Burn Certificate/COA (where applicable)
 - vi) Material Safety Datasheet

7.5 Identification and Traceability

The Supplier is responsible to maintain Identification and traceability of product and materials through all stages of production processing sources. Supplier's system shall ensure that products are traceable back to the raw material batch or lot from which they were made, including traceability to the source mill. Supplier's system shall also provide means to trace where raw materials have been used.

7.6 Preservation of Product

The Supplier's quality system shall ensure that items shipped are effectively preserved, protected, and packaged to guard against damage, degradation or loss during shipment.

This is to be accomplished in accordance with best commercial practices unless otherwise specified on the PO or contract. The supplier shall implement production and packaging practices that ensure detection and removal of foreign objects and debris.

Age sensitive materials or products must be properly identified and labeled to ensure product conformity including necessary environmental conditions. Shipping documentation for age sensitive materials must include date of manufacture and expected product life or expiration date.

7.7 Control of Monitoring and Measuring Equipment

Season shall be notified of any potential nonconformities resulting from equipment used to verify or validate the conformance of product found to be out of calibration.

Supplier Quality Agreement

8.0 MONITORING AND MEASUREMENT

8.1 Certificate of Conformance (C of C)

For specified parts by Season, the Supplier shall submit with each shipment, a written statement signed and dated by an authorized representative certifying that items or services provided are in accordance with specified requirements, and stating that the manufacturer has objective evidence of compliance to applicable specifications on file, traceable to the material/equipment supplied and available for review upon request. For product, the C of C must include the following:

- Supplier's Name
- Supplier's Physical Address (including country of manufacture)
- Customer's Name
- PO Number
- Part Number and Revision Level
- Part Name (as identified on the print)
- Quantity of Parts Shipped
- Name and Signature of Authorized Representative
- Raw material used (for UL)
- And other specified requirements e.g. burn certification for Aviation, Space, or Defense parts.

8.2 Non-Conformances Control:

8.2.1 Nonconforming Product Discovered

In the event, non-conformance products that do not meet specifications are received by Season, a Supplier Corrective Action Report (SCAR) will be sent. Supplier is expected to respond within 7 working days with corrective and/or preventive actions. Supplier shall notify Season of nonconforming product through official document. Supplier can request Season's approval for nonconforming product disposition.

8.2.2 Notification of Delivered Nonconforming Product:

In case of any findings that nonconforming products have been or possibly been delivered, Supplier shall be responsible to notify Season within 24 hours of the discovery, if possible, by a phone call, with a follow-up by email notification, ensuring Season received the notification promptly, for Season to take immediate containment plan.

Formal written Report shall be submitted as per below:

Material for Aerospace application: within 7 days

Material for non-Aerospace application: within 14 days

The formal written report shall contain applicable information concerning the defect; this shall include part numbers, quantities, ship dates, detailed description of the nonconformance and the corrective action plan.

9.0 CHANGES:

Supplier shall give Season written notice (ECN/PCN) a minimum 60 days of any proposed change with regard to the following aspects:

- 9.1 Source or composition of any raw material or sub-component or manufactured product
- 9.2 Change/New process or equipment or method in producing, assembly inspection or testing.
- 9.3 Quality system (including changes in personnel with primary responsibility). (*This aspect shall not require FAIR submission*)

Supplier shall give Season written notice (ECN/PCN) a minimum 12 months and allows 12-month for the last time buy period. Of any proposed change with regard to the following aspects:

- 9.4 Changes in subcontractors
- 9.5 Site of manufacturing
- 9.6 EOL (End of life) or discontinuation of production/product

Supplier Quality Agreement

Supplier shall not allow any of such change unless there is a written authorization by Season to approve and amend in the documented FAIR.

10.0 COUNTERFEIT PART:

Supplier shall ensure all parts are sourced from Original Component Manufacturers (OCMs), OCM authorized distributors to ensure authentic materials are shipped to Season.

If Supplier aware or suspect that it has furnished Counterfeit Goods to Season under this Contract, Supplier promptly shall notify Season and replace at Supplier’s expense such Counterfeit Goods with OEM or Seasons’ approved Goods that conform to the requirements of this Contract. Supplier shall be liable for all costs related to the replacement of Counterfeit Goods and any testing or validation necessitated by the installation of authentic Goods after Counterfeit Goods have been replaced. The remedies contained in this article are in addition to any remedies Supplier may have at law, equity, or under other provisions of this Contract.

11.0 DRC CONFLICT-FREE

The products do not contain minerals that directly or indirectly finance or benefit armed groups in the Democratic Republic of the Congo or an adjoining country. Suppliers shall require to submit Conflict Minerals Reporting Template (CMRT) form to Season.

12.0 Compliance of RoHS, REACH and Proposition 65

Suppliers shall monitor and comply with the latest legislative amendments and updated industry guidance applicable to the Substances in the Parts they supply to Season. Suppliers are obligated to submit declaration form for RoHS (QR-QA-053), REACH (QR-QA-054), and Proposition 65 (QR-QA-096).

13.0 ETHICAL BEHAVIOR

Supplier shall follow ethical behavior tends to be good for business and involves demonstrating respect for key moral principles that include honesty, fairness, equality, dignity, diversity and individual rights.

Supplier shall uphold the protection of Customers’ Intellectual properties and Anti-trust practices.

Season has no tolerance for bribery or corruption in any aspect of its business.

14.0 CONFIDENTIALITY

Season and Supplier shall keep confidential and shall not disclose to any person during the life of this agreement or after its termination, any or all confidential information, technical or otherwise supplied to and obtained by both parties hereto in the course of performance of the Agreement without prior written consent of the other party.

ACCEPTANCE AND AGREEMENT

Supplier Name:	Season Malaysia Manufacturing Sdn. Bhd.
Name:	Name:
Designation:	Designation:
Signature and Date:	Signature and Date:
Company Stamp:	Company Stamp: