

Quality Assurance Conditions of Purchase

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Section 1 - Introduction

1.0 **Purpose & Scope.** The purpose of this document is to provide information and guidance to Righton Blackburns' suppliers in order to assist them in meeting purchase order requirements with regards to packaging, handling, safety, delivery, and overall quality assurance of goods and services supplied to Righton & Blackburns Ltd. Note: These requirements are also applicable in relation to the supply of goods and services to Righton Aerospace and Defence.

1.1 **Supplier Responsibilities.** It is the responsibility of the primary supplier to ensure that all relevant requirements contained herein are reviewed, followed and understood by all persons and organisations in the supply chain who are engaged in activities in support of Righton Blackburns purchase orders. Acceptance of a Righton Blackburns purchase order will constitute agreement to the conditions stated herein, unless otherwise specifically agreed with the purchasing authority and formally documented at the purchase ordering stage. Records of any such agreements are to be maintained by both parties – (also see Section 18).

1.1.1 It will be the primary supplier's responsibility for notifying Righton Blackburns regarding any changes in product and/or process, changes of sub-suppliers, or changes of manufacturing facility location – (also see Appendix A).

1.1.2 Suppliers are responsible for ensuring that they are in possession of the latest revision of these conditions which are available by visiting our website www.rightonblackburns.co.uk

1.2 **Ethical Behaviour.** Righton Blackburns requires all suppliers to operate in an ethical manner. This includes, but is not limited to:-

- ensuring that no slavery and human trafficking have been involved in the supply of materials and services
- ensure that no bribery or corruption have been involved in the supply of materials and services.

1.2.1 It will be the prime supplier's responsibility to have polices in place relating to ethical behaviour, as relevant to their business, and to effectively flow down business ethical requirements through the supply chain via an appropriate means, e.g. Ethical Policy, Modern Slavery and Human Trafficking Policy, Environmental Policy, Whistleblowing Policy, etc. Suppliers are required to make these policies available to Righton Blackburns where requested.

1.2.2 All suppliers to Righton Blackburns are expected comply with the contents of the RB Suppliers Code of Conduct **or** their own Code of Conduct aligned with the same principles. A copy of the code of conduct appears at the end of this document (see appendix A), upon request suppliers are required to sign the Code of Conduct or supply a copy of their own.

1.3 **Right of Access.** In accepting a Righton Blackburns purchase order the Supplier provides authorisation to allow right of access to Righton Blackburns representatives, and/or our customer's representatives, and/or regulatory authorities to perform an examination of the supplier's Quality Management System to determine whether quality activities and related results comply with the supplier's quality procedures, and to ensure that specified requirements are being met in relation to the placement or pending placement of a purchase order(s) for raw or semi-finished materials. In this regard, verification arrangements and method of product release will be shown on the applicable purchase order or supporting document. Verification will not absolve the supplier from providing acceptable product, nor will it preclude subsequent rejection.

Applicable Standards: AQAP-2110 clause 5.4.6.1, BSEN 9100 clause 8.4.3 l, BSEN 9120 clause 8.4.3 j

1.4 **Management System Requirements.** All material and services are to be supplied in accordance with the requirements of ISO 9001:2015, unless expressly stated in contract documentation.

1.4.1 Where a supplier or sub-supplier to Righton Blackburns does not hold third party approval to ISO 9001:2015, or the material and services supplied are outside of the supplier's scope of approval, it will be expected that the supplier is aware of the requirements of ISO 9001:2015, and that these requirements are applied to the provision of materials and services to Righton Blackburns.

1.4.2 NATO Standard AQAP-2110 is applicable for all Defence-related purchase orders, unless otherwise agreed – also see Section 17.

1.4.3 Purchase orders placed by Righton Blackburns' aerospace division (T/A Righton Blackburns Aerospace and Defence), shall be supplied (as applicable) in accordance with the requirements of AS9100, AS9120, and AS13100. Further, where specifically requested, suppliers are required to provide access to audit results on the International Aerospace Quality Group (IAQG) Online Aerospace Supplier Information System (OASIS) database upon request: https://oasis.iaqg.org/Login.aspx

1.4.4 Righton Blackburns supports the requirements of ISO 14001 and ISO 45001 in relation to the management of environmental impacts and occupational health and safety. Righton Blackburns may use suppliers who hold recognised third party quality, environmental, and/or occupation health and safety approvals as preferred suppliers, and in some cases may be contractually obligated to use suppliers who hold certain approvals.

1.5 **Actions to address Supply-chain Risk.** Suppliers are to ensure notification in a timely fashion to Righton Blackburns via quality@rblimited.co.uk when aware of any of the following issues:

(1) Major incidents impacting the ability to meet commitments to Righton Blackburns.

(2) Risks that could impact continuity of business or operations, particularly any single points of failure (including human error).

(3) Relevant changes to certifications including lapse, withdrawal, or major audit findings.

(4) Change of the most senior Quality Representative.

(5) Significant change to the Quality Management System and its Scope.

(6) Change in ownership, name, or discontinuation of business activities.

(7) Breaches of Information Technology (IT) security systems (Cyber Security).

(8) Risks with the supply of substances used in the production or physical make-up of products, due to laws and regulations concerning the control or use of such substances.

(9) Any changes to Facility Addresses and Facilities (e.g. layout, infrastructure).

Section 2 – Supplier Selection, Monitoring & Evaluation

2.0 **Supplier Selection.** RB's purchasing strategy is to select suppliers who are able to satisfy customer contract requirements or a stock demand for materials or services, and who have the credentials to provide confidence in their ability to consistently meet our specific requirements. This includes all applicable quality system and any specific quality assurance and material certification requirements, as appropriate.

2.1 Top suppliers (based on value) are required to complete a Risk-based Supplier Assessment Questionnaire. The information returned along with historical supply performance data is assessed to determine each supplier's initial suitability according to the commodity group of materials required. Assessment is carried out by the Compliance Manager, taking into account any perceived areas of risk that each supplier represents based on the information gathered. The above described process will be repeated at defined intervals.

2.2 **Supplier Monitoring & Evaluation.** As part of our ongoing commitment to our customers and other stakeholders, and in keeping with our continuous improvement drive, the performance of key Righton Blackburns suppliers will be monitored and reported on a quarterly basis. Information relating to quality, cost, and delivery will be used as follows to assess level of supplier performance:-

Category	Monitoring criteria
Quality	Purchase order lines delivered without issue during period
Cost	Total cost of goods measured against value of customer credit notes
Delivery	On-Time delivery

	Quality	Cost	Delivery	Overall QCD score
Weight	0.5	0.1	0.4	This cell not used
Raw scores	100.0%	100.0%	100.0%	100.0%
Weighted scores	**50.0%**	**10.0%**	**40.0%**	**100.0%**
GREEN 90 -100	*Low Risk - Supplier fulfilling expectations.*			
AMBER 70 - 89	*Supplier displaying some modest weakness or deficiency, but these are correctable and there is confidence that any such shortfalls are recognised and are/have been positively addressed. Monitor for improvement at next period.*			
RED 0 - 69	*Corrective action plan required as significant findings have been raised; individual Major, or Minor in aggregate.*			
	Standards are not being met and therefore there is a heightened risk of customer dissatisfaction.			

2.2.1 Where reported performance falls below expected levels, suppliers will be advised and required to investigate and to determine the underlying causes of shortfalls and requested to forward corrective action plans to Righton Blackburns within a specified timeframe.

2.2.2 RB reserves the right to visit any supplier in order to perform an examination of the supplier's Quality Management System to determine the implementation of corrective and preventive actions and to assess whether quality activities and related results are able to comply with specified requirements on-going.

2.2.3 Failure of a supplier to take appropriate and effective corrective action where requested may lead to preventing further purchase orders being raised until satisfactorily resolved, ultimately leading to removal from our supplier database.

Section 3 – Delivery Addresses

3.1 All deliveries must be advised in advance **(minimum 48 hours notice required)** to goods inwards personnel at the locations shown below. *Please ensure that the following information is available at a minimum:-*

- Suppliers Name
- Righton Blackburns Order Number
- Quantity, weight / number & type of packages
- Estimated delivery time

Location Addresses:

RB Centre
Building 38 Second Avenue,
The Pensnett Estate,
Kingswinford,
West Midlands.
DY6 7UN

Birmingham Service Centre
Building 31, Second Avenue,
The Pensnett Estate,
Kingswinford,
West Midlands.
DY6 7UE

Bristol Service Centre
St. Andrews Trading Estate,
Third Way,
Avonmouth,
Bristol.
BS11 9YE

Leeds Service Centre
Unit 5, Adwalton Moor Business Park,
Drighlington,
West Yorkshire.
BD11 2PT

Plymouth Service Centre
Longacre,
Saltash Parkway Industrial Estate,
Saltash,
Cornwall.
PL12 6LZ

Glasgow Service Centre
64 Fullarton Drive,
Cambuslang,
Glasgow.
G32 8FA

Portsmouth Service Centre
Unit 500, Dunsbury Park,
Brooklime Way,
Havant,
PO9 4FF

Manchester Service Centre
6A Yew Tree Way,
Stonecross Park,
Golborne,
Warrington.
WA3 3JD

Bedford Service Centre
Unit 4-5 Fisherwood Road,
Wilstead,
Bedford.
MK45 3RG

Norwich Service Centre
Unit C, The Frenbury Estate,
Hellesdon Park Road,
Norwich,
Norfolk.
NR6 5DP

Section 4 – Packaging Code of Practice

i. As part of its ongoing commitment to the development of its business ethical and sustainability policies, Righton Blackburns promotes and supports the practice of "responsible packaging" in the supply chain. With the main areas of packaging used on Righton Blackburns stock materials being paper, cardboard and wood, the Company's preference is that the supply chain only uses FSC (Forest Stewardship Council) certified timber products for use as packaging on materials that are supplied to Righton Blackburns.

ii. All materials purchased must be packed in such a way so as to avoid potential damage and deterioration through movement.

iii. Individual items must be packed separately (not mixed) and readily identifiable to their delivery paperwork (also see Identification)

Section 5 – Packing Requirements for Materials

Sheet and Plate Items

5.1 All sheet and plate orders must be packed in such a way so as to avoid potential damage and deterioration through movement. Unless otherwise agreed all sheet and plate materials are to be packed in wooden cases or on pallets, as appropriate. The pallets/cases used must be of rigid construction using cross-bearers to a minimum depth of 3" (76.2mm) to allow for ease of offload, handling and storage. Protection must incorporate tissue interleaving where specified on the purchase order.

5.1.1 Packages must not exceed a height of 18” (457mm).

5.1.2 The sheet/plate count, gross and nett weight (in kilos) must be shown on all packages as a minimum.

5.1.3 Individual items must be packed separately (not mixed) and readily identifiable to their delivery paperwork (also see Identification).

5.1.4 Maximum Nett Kilo Weight of all packages is as follows:-

Material up to and including 4mtr x 2mtr		**Kg up to & incl. 3mm thick**	**Kg over 3mm thick**
Aluminium Sheet		1200kgs	1200kgs
Aluminium Plate		-	1600kgs
Copper and Copper Alloy Sheet/Plate		1200kgs	1200kgs
Steel & Stainless Steel Sheet/Plate		1200kgs	1500kgs
Plastic Sheet		1200kgs	1200kgs
Composite Sheet (ACM)		1200kgs	1200kgs
Material over 4mtr x 2mtr		**Kg up to & incl. 3mm thick**	**Kg over 3mm thick**
Aluminium Sheet/Plate	Walsall	1200kgs	1600kgs
Copper and Copper Alloy Sheet/Plate		1200kgs	1600kgs
Steel & Stainless Steel Sheet/Plate		1200kgs	1600kgs
Plastic Sheet		1200kgs	1000kgs

NOTE: Any deviation to the above must be agreed in advance with the Righton Blackburns purchasing authority, having obtained prior agreement from our warehouse supervisory staff.

Rod/Bar, Strip, Wire, Coil and Tube and Pipe

5.2 All rod, strip, wire, coil and tube orders must be packed in such a way so as to avoid potential damage and deterioration through movement. Thin materials such as strip, wire and small diameter bar in straight lengths must be packed in wooden boxes or strapped to wooden battens, as appropriate, for protection. The packaging materials used must be of rigid construction to allow for ease of offload, handling and storage.

5.2.1 Individual items must be packed separately (not mixed) and readily identifiable to their delivery paperwork (also see Product Identification).

5.2.2 Maximum Nett Kilo Weight and Package dimensions of all items/packages are to be as follows:-

Material	Maximum Packaging Dimensions (Height x Width)	Max Weight
Dia, Square and Hex Rod (Under 6" 150mm)	11"x12"(279mm x 300mm) length as per order	500kg
Dia, Square and Hex (6" – 9" 152mm-230mm)	11"High x 18"wide (279mm x 458mm) length as per order	500kg
Dia, Square and Hex (over 9" 230mm)	Single Bars only. Strapped to blocks 3 metre length (unless otherwise specified on order)	750kg
Flat Bar / Angle / Tee Section, and Non-Standard Extrusions	11"x15" (279mm x 381mm) length as per order	500kg
Stainless Steel Tube, Pipe & Box Section	15" x 15" (381mm x 381mm) length as per order	-
Galvanised Steel Tubes	15" x 15" (381mm x 381mm) length as per order (7500mm max)	1200kgs
Aluminium and Copper Alloy Tube	11"x15"(279mm x 381mm) length as per order	500kg

5.2.3 Note for THE METAL CENTRE. All long products (rod, bar, tube, rectangular materials) are to be individually packaged (as outlined in the above table) and then loaded into specific stillages for onward delivery to Righton Blackburns Service Centres. Within each stillage, all items, casts, batches must be segregated and identified (also see identification). The total weight of the stillage must not exceed 1600kg (gross). Material loaded into stillages must be arranged in such a way to ensure preservation of product.

NOTE: Any deviation to the above must be agreed in advance with the Righton Blackburns purchasing authority, having obtained prior agreement from our warehouse supervisory staff.

Other Items

5.3 Due to the nature of the business, Righton Blackburns often purchases materials of a type which falls outside of our general stock range. In these instances the following will be applicable:-

- **Sheet Materials:-**

Packaged as per above instructions (see Packing Requirements for Sheet and Plate Items), or if total weight is manageable for off lift by hand (under 30kg) then it will be acceptable for sheets to be packaged wrapped in cardboard, and delivered in such a way so as to minimise bowing of sheet.

- **Bar/Rod/Extrusions:-**

Where material is sturdy enough to hold its own weight then material may be delivered in small package with protection that will prevent damage to material as appropriate, otherwise material must be strapped to a wooden batten.

- **Pipe Fittings / Machined parts:-**

Packaged in cardboard box on a pallet or wooden box with struts to allow easy offloading by forklift truck.

Section 6 – Product Identification Requirements

6.1 Each bundle, box, case, pallet or other form of container purchased must be clearly labelled (or otherwise suitably marked) showing the following information at a minimum, as applicable:-

- Righton Blackburns's Purchase Order number
- Supplier's Order number or other suitable reference to delivery document
- Cast, Heat or other unique reference to provide traceability to certification
- Nett Quantity (in kilos)
- Description of goods

Section 7 - Certification

7.1 Where certification is required it will be requested at the point of order. Certification supplied must be legible and supplied with the delivery unless agreed otherwise with Righton Blackburns. All Certification must be supplied without alteration from the original, with the exception of application and completion of inspection stamps. Documentation must be available upon request to demonstrate an unbroken chain from manufacturer to Righton Blackburns. Certification must meet the following criteria, as applicable:-

- Mill Test Certificate 3.1 - Unless otherwise agreed, where a test certificate is requested on an RB purchase order it shall be a Type 3.1 Mill certificate supplied in accordance with EN 10204, reporting chemical analysis and physical properties. Note: Chemical elements must be displayed as a definitive percentage and not as a range.
- Mill Test Certificate 2.2 - must provide chemical analysis and physical properties and released according to EN10204 type 2.2.
- Mill Test Certificate 3.2 - must provide chemical analysis and physical properties and released according to EN10204 type 3.2 a separate certificate is required for each of the third party authorities. Chemical elements must be displayed as a definitive percentage and not as a range.
- Heat Treatment Certificate - to show method of testing impact and must provide a clear link to the original Mill Test Certificate.
- NDE Certificate/Report (e.g. ultrasonic, surface flaw) - to be authorised by a qualified NDE Inspector to PCN or ASNT level and endorsed accordingly.
- Certificate of Conformity - must show the Righton Blackburns Purchase Order number, supplier's order number, and certificate/serial number. Certificates of Conformity are to be authorised against a statement which confirms that the purchase order requirements have been met.

Electronically supplied certificates are to satisfy the following requirements:-

- The Righton Blackburns purchase order (or other agreed reference) number must be referenced in the email title and/or body text.
- Supplied in PDF or TIFF file format. PDF is preferred.
- Where colour is an element of the certificate, such as, where third party (3.2 certificates) has “red” stamped the certificate. A colour scan is required.

Section 8 – Delivery Documentation

8.1 Delivery documentation must be sent with the goods and is to provide the following information at a minimum:-

- Name and address of supplier
- Righton Blackburns Ltd delivery address
- The Righton Blackburns Purchase Order number
- The supplier's Order number or delivery note Ref
- Description of goods including material grade/spec
- Cast/Heat or Batch ref, as applicable
- The number and type of package supplied
- Total Delivered Quantity *
- Gross and Nett weight of each package

Total Delivered Quantity * *Advised quantity must be in the same unit of measure as the purchase order, i.e. where unit of measure is weight then actual weights must be used. The use of theoretical weight will not be accepted unless specifically and otherwise agreed with the Righton Blackburns purchasing authority. In these exceptions, where actual quantity is discovered different to theoretical then an invoice adjustment or credit note will be required.*

8.2 **Chain of Custody.** Where specifically requested on the Righton Blackburns Purchase Order, 'Chain of Custody' documentation must be supplied with the goods. This documentation is required to be supplied in a format to clearly demonstrate all of the organisations/locations that have been involved in the supply of material, from manufacturer to the supply to Righton Blackburns, without any gaps. The chain of Custody is to be specific to the material supplied. The following documentation may be supplied as part of the chain of custody:-

- Manufacturers Inspection Report (see section 7)
- Purchase Orders (financial information may be redacted)
- Invoice (financial information may be redacted)
- Certificates of Conformity
- Delivery Notes
- Internal Transfer Documents (from site to site within an organisation)
- Batch cards / route cards / travellers /picking notes
- Letter/Certificate of change of address/business name

8.2.1 The chain of custody documentation supplied needs to demonstrate the transfer of the supplied material between one organisation/location to another. The full address of the sending and receiving site must be on the document. The supplied documents must be dated, and demonstrate when material transferred from one organisation to another.

8.2.2 Where requested, chain of custody documentation is to be supplied to Righton Blackburns' customer along with the Righton Blackburn Certificate of Conformity. Therefore, the expectation is for information to be supplied with personal information redacted, where appropriate, so that permission would not need to be sought to supply this on through the supply chain.

Section 9 – Safe Delivery Planning

9.1 'Safe delivery' means proper control of the risks to the health and safety of persons whose safety might be put at risk by the delivery process. Sufficient planning for a safe delivery should therefore take place to ensure that materials can be safely unloaded on site, as well as for the identification of the practical precautions necessary during the un/loading procedure.

9.2 The Site rules displayed at the RB delivery location are to be observed at all times in order to ensure that a safe delivery can be completed.

9.3 For bulk deliveries to site (i.e. in excess of 5 tonnes approx), suppliers are required to submit a 'Safe Delivery Plan'. To fulfil this requirement the template on the following page can be used. The driver is required to will be required to sign and hand-in the completed delivery plan prior to un/loading.

NOTE: Where the supplier is not the haulier, it shall still have the responsibility for ensuring that the information is flowed down to the relevant delivery agent who are undertaking delivery to site on its behalf.

See next page for an example Safe Delivery Plan

SAFE DELIVERY PLAN / SITE RULES FOR VISITING DRIVERS

Righton Blackburns' Delivery Address	Righton Blackburns' Site Rules
	
RB Telephone Number	**Mandatory Minimum PPE for Visiting Drivers**
RB Out of Hours Contact	
RB Emergency Contact on Site	

RB Delivery Times	Mon - Fri:

LARGE BULK DELIVERIES MUST BE PRE-BOOKED:
Tel:

RIGHTON BLACKBURNS' SITE LAYOUT

On Arrival

- **On entry to site proceed slowly and park in the designated un/loading area outside of the warehouse main doors.**
- **Apply hand brake and turn engine off.**
- **Read Site Rules Notice(s).**
- **Exit vehicle and report to a member of staff.**
- **You may enter the warehouse ONLY via the pedestrian door which is adjacent to the main warehouse doors.**
- **Keep in safe area at all times.**
- **Hand over delivery documentation to goods inwards staff and return to your vehicle.**

Vehicle Preparation & Un/loading

- Driver to prepare vehicle for un/loading. Check to ensure no goods/materials on the vehicle have become unsafe.
- If assistance from un/loading staff in vehicle preparation is required, i.e. un/sheeting, then firstly discuss and agree any required safety measures that may be needed before activity is undertaken.
- **ACCESSING BED OF VEHICLE:** Drivers MUST wear a hard hat with a chin strap if climbing onto their vehicles. Goods Inwards Staff will supply this PPE to drivers on request (must be returned to Righton Blackburns after use).
  NOTE: There is no work at height equipment available.
- Drivers are not required to assist in the un/loading process – Stay in the designated safe area and co-operate with Righton Blackburns staff at all times.
- Where an unsafe/unstable load situation is identified un/loading will not take place until a safe means of un/loading has been determined by a suitable member of Righton Blackburns staff who is competent to make such a decision.

Special Instructions	Exiting from Site
• Overnight parking on or near to the site is not allowed. • All accidents and incidents must be reported.	EXIT • Exit site when authorised to do so. • No reversing without a Banksman. • Beware of pedestrians and other vehicles.

PLEASE NOTE: Righton Blackburns operates a 'SAFETY FIRST' Policy. ANY VISITING DRIVER WHO FAILS TO CO-OPERATE IN ADHERING TO THESE SITE SAFETY RULES WILL NOT BE UN/LOADED AND INSTRUCTED TO LEAVE THE SITE.

Name of Supplier/Transport Company:	
Accepted on behalf of Supplier/Transport Company **(Print name):** **(Signed):**	**Driver's name (Print):** **Driver's Signature:** **Date:**

Completed form to be handed in to RB unloading personnel prior to un/loading – (to be retained on file)

Section 10 – Unloading of Goods

9.4 Materials requiring mechanical equipment for unloading will be completed by fork lift trucks. Would suppliers and freight forwarders please ensure that the vehicles selected for delivering goods to Righton Blackburns are suitable according to our method of unloading, and that loads can be can be accessed from the sides of vehicles.

Please note: None of the Righton Blackburns locations has any overhead cranes. Righton Blackburns does not have facilities for unloading containers.

Section 11 – Health and Safety

- Drivers must observe site rules at all times.
- Hi-Visibility jackets must be worn at all times whilst on the premises.
- Drivers must observe a max 10 mph speed limit while on the premises.
- Do not reverse the vehicle on our premises unless under the supervision of our staff. Ensure that all hand signals are agreed and understood beforehand.
- Check load is safe for unloading.
- Do not bar-off goods.
- Drivers are strictly forbidden to offload their own vehicles.
- Drivers must not access the bed of their vehicles unless they are wearing a hard hat with a chin strap
- Drivers must keep a safe distance of at least 2m away from FLT's or the Load (whichever is nearer) during unloading operations.
- Drivers must adhere to the Company's No Smoking Policy.

[ALSO SEE SECTION 9 'SAFE DELIVERY PLANNING']

Section 12 – Product Safety Management

12.1 ***Hazards***. Suppliers are required to supply Righton Blackburns Ltd with information concerning any known health and safety/environmental hazards (see list below for common types) that is inherent in materials which may come to light during subsequent handling, use, installation or servicing, such as: -

- UK RoHS - Restriction of Hazardous Substances 2012
- EU RoHS - Restriction of Hazardous Substances (RoHS, RoHS2, RoHS3)
- WEEE - Waste Electrical and Electronic Equipment
- UK REACH / SVHC - See 12.2 and 12.3
- EU REACH / SVHC - See 12.2 and 12.3
- Proposition 65 - Safe Drinking Water and Toxic Enforcement Act of 1986
- POP / PFSA - Persistent Organic Pollutants / Forever Chemicals
- EU PPWR – Packaging and Packaging Waste Regulations (2025/40)
- US TPCH/CONEG - Toxins in Packaging

12.2 ***REACH***. Suppliers are required to be aware of their obligations under the European Union regulations concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH). Any relevant information is to be forwarded to Righton Blackburns on request.

12.3 ***SVHC***. Suppliers are required to review the candidate list of substances of very high concern and advise the Righton Blackburns REACH contact of any materials that are supplied that may contain any of the listed substances. Suppliers are required to check status of list and address any additions / changes:-

EU SVHC - https://echa.europa.eu/candidate-list-table
UK SVHC - https://www.hse.gov.uk/reach/candidate-list.htm

12.4 ***Radio Active Stainless Steel.*** Due to concerns of radiation contamination no materials should be supplied from the following Indian sources:-

- Vipras Casting
- Bunts
- Laxmi
- SMK Steels
- Pradeep Metals

12.5 ***Conflict Minerals (3TG).*** In 2010, the U.S. Dodd-Frank Act was passed concerning “Conflict Minerals” originating from the Democratic Republic of the Congo (DRC) or adjoining countries.

12.5.1 “Conflict Minerals” (known as 3TG) are generally considered as being the following chemical elements mined within the DRC or adjoining countries.

- Tantalum (Ta)
- Tin (Sn)
- Gold (Au)
- Tungsten (W)

12.5.2 Responsible Sourcing of Minerals. We expect our direct suppliers to show that they are working with appropriate care to make sure that they are not inadvertently funding armed groups or human rights abuses by implementing due diligence measures in pursuance of compliance with Section 1502 of the Dodd-Frank Act & EU Conflict Minerals Regulations. In practical terms these measures mean having a system in place system to trace the origin of 3TG from the smelters and refiners being used by Mill Manufacturers.

12.5.3 To assist the supply chain, a declaration spreadsheets (CMRT/EMRT) has been created by the EICC and the GeSI. This is available via the website links given below. This spreadsheet may be downloaded and emailed to Righton Blackburns on completion:-

Conflict Minerals Reporting Template
CMRT: http://www.responsiblemineralsinitiative.org/reporting-templates/cmrt/
Extended Minerals Reporting Template
EMRT: https://www.responsiblemineralsinitiative.org/reporting-templates/emrt/

12.6 ***Nonconforming Product & CFSI Policy***. Where any supplier becomes aware that nonconforming material including counterfeit, suspect and/or unapproved parts, have been supplied, they are required to inform Righton Blackburns Ltd of this immediately. In any scenario as described above, the supplier is to seek approval from Righton Blackburns Ltd with regards to final disposition of nonconforming product.

12.6.1 It is the Policy of Righton Blackburns that effective procedures and processes are implemented in the key functional areas of purchasing, sales, and goods receiving, and that these controls are sufficiently robust to eliminate the risk of the supply of Counterfeit, Fraudulent and Suspect Items (CFSI) to our customers. These controls will be applied in observance of recognised published Standards, e.g. Defence Standard 05-135. Righton Blackburns expects all of its suppliers to have similar policies in place to mitigate against the risk of supply of CFSI. Righton Blackburns's CFSI Policy:-

https://www.rightonblackburns.co.uk/legal/cfsi-policy

12.7 ***Product Definition***. Suppliers are required to notify Righton Blackburns immediately of any changes in product definition.

12.8 ***US International Traffic in Arms Regulations (ITAR).*** Suppliers are required to notify the Righton Blackburns purchasing authority, if any goods, technology, software or technical assistance (as relevant) referenced on a Righton Blackburns purchase order are controlled under the US international Traffic in Arms Regulations (ITAR). If so, please provide the following information within 7 days of acceptance of the order: Description of material, Righton Blackburns part number, and US Munitions List Category.

12.8.1 If no response relating to ITAR is received from the supplier within 7 days of acceptance of any purchase order for goods, technology, software or technical assistance (as relevant), it will be deemed that ITAR does not apply.

Section 13 – Materials of Russian origin

13.1 Pursuant to UK and EU law, as from 30th September 2023, it is prohibited to import or purchase products exported from Russia into the EU. This includes iron and/or steel products manufactured and/or processed in Russia, or products supplied by other countries with the inclusion of Russian origin iron and/or steel. For the purposes of the application of this prohibition, importers are required to provide evidence of the country of origin of the iron and/or steel inputs used for the processing of the product.

13.1.1 In pursuit of compliance in relation to 13.1 above, suppliers to Righton & Blackburns Ltd or its subsidiaries, are to ensure that materials supplied do not contain any Russian-origin iron or steel inputs. This includes whether in whole or in part, regardless of whether such inputs may have been altered, transformed in any way, or subjected to any type of operation or process in any country other than Russia, whether by the Supplier or any of its vendors or other persons or entities. Where requested, and by way of providing confirmation of completion of supply-chain due diligence checks, suppliers are to provide a statement or declaration to confirm that materials/products supplied do not contain iron and/or steel inputs from Russia.

Relevant Regulations:

The specific goods affected are listed in Schedule 3B of the Russia (Sanctions)(EU Exit) Regulations 2019, all fall within Chapters 72 and 73 of the UK tariff.

The Russia (Sanctions) (EU Exit) (Amendment) Regulations 2023
Third country Regulation 461A and 461B

More information: https://www.gov.uk/government/publications/notice-to-importers-2953-russia-import-sanctions/guidance-on-third-country-processed-iron-and-steel-measures

Section 14 - Security

14.1 Suppliers should make their delivery drivers aware of the potential risks involved in relation to lorry theft, especially when delivery may involve an overnight stop. Guidance:-

- Drivers should not Park outside of, or near to, Righton Blackburns premises overnight
- Drivers should seek to park at a secure Truck-Stop.

Information may be obtained from the relevant regions' Highways agency:-

- England – National Highways https://nationalhighways.co.uk/
- Scotland – https://www.traffic.gov.scot/travel-news

Section 15 – Subcontract Processing (Hire Work)

15.1 **External processing (hire work) of goods owned by Righton Blackburns.** Third party external processors used for hire work (e.g. heat treatment, grinding, profiling, etc) shall be responsible for ensuring that the goods are suitably inspected upon receipt and that any damage/quality issues are reported to Righton Blackburns. The following are also applicable:-

15.1.1 **Identification, Traceability & Configuration Status.** Subcontract processing companies must maintain identity and traceability of goods from original receipt to despatch. Furthermore, all subsequent advice paperwork raised must correlate with the goods in terms of Cast/Batch references.

15.1.2 **Handling and Storage:** Suitable handling and storage arrangements shall be provided whilst the goods are under the control of the external processor.

15.1.3 **Unsuitable Materials:** Subcontract processing companies must inform Righton Blackburns if goods are unsuitable for processing. In this regard, please advise the appropriate Righton Blackburns purchasing authority as soon as this becomes apparent.

15.1.4 **Insurance cover:** The external processor is to have in place adequate levels of insurance to cover any potential damage or loss of goods owned by Righton Blackburns.

15.2 **Sub-sub-contract.** Where a supplier elects to subcontract any element of production and/or special process then this shall be formally documented and agreed beforehand with the appropriate Righton Blackburns purchasing authority.

15.3 **Control of Work Transfers.** Suppliers are required to notify the relevant Righton Blackburns purchasing authority in the event of any changes or deviations from the planned product realization route in relation to the supply or processing of materials against a Righton Blackburns purchase order/contract. Where this happens, the supplier must seek written agreement from the relevant Righton Blackburns purchasing authority before proceeding. *Example scenario, potential impact/risk, and recovery plan:-*

15.3.1 ***Scenario:*** Temporary or permanent transfer of work to an alternative location outside of the supplier's facilities.

15.3.2 ***Potential Impact/Risk:*** Late delivery, materials not manufactured or processed within scope of approval, materials not supplied in accordance with the agreed contract Quality Plan.

15.3.3 ***Recovery options:*** (a) Supplier defines the process to control and validate the quality of work as per the customer requirements and agrees this with Righton Blackburns.

(b) Alternative facility or process evaluated and approved by Righton Blackburns QA representatives and/or by third party.

(c) Written concession granted to deviate from the agreed process route.

Section 16 – Quality Plans

16.1 Where contractually agreed, Quality Plans may be required in order to support the manufacturing and supply of goods and services to Righton Blackburns. This will usually be driven by the requirements of Righton Blackburns customers in relation to the supply against high risk / high value contracts.

16.1.1 Quality Plans identify controls to be used against processes, standards and specifications involved, and the levels of inspection and authorities employed at each stage. These stages are formulated in a logical step by step sequence of operations, such to allow for

- ease of operations
- the minimisation of contract related risks
- and to provide an effective checklist for monitoring quality

16.2 Where the supply of supplier Quality Plans are required it will be stated on the relevant Righton Blackburns purchasing document or supporting information.

16.3 Quality Plans are to be established in accordance with AQAP-2105 ‘NATO Requirements for Deliverable Quality Plans’.

16.4 Quality Plans are to be submitted in draft form within 28 working days from purchase order placement to the Righton Blackburns Quality Department for review and approval.

Section 17 – Defence Contracts

17.1 **Product Verification Release.** Where an order is in aid of a Ministry of Defence contract then Righton Blackburns QA representatives and/or our customer's representatives will be afforded the right to verify product at the supplier's premises for the purpose of confirming that specified requirements have been met – *Also see section 1.3.*

17.2 **AQAP-2110.** Where a purchase order is in aid of a NATO or UK Ministry of Defence (MoD) contract requiring release to AQAP-2110, details will be flowed down onto the RB purchase order.

17.3 **Submarine 'First Level' / Safety Critical Materials.** Where any purchase requisitions are for critical materials, i.e. for use in 'First Level' systems where safety is of paramount importance, suppliers will be notified via the following statement on all Defence purchase orders:

"This order is in aid of a MoD contract, and Q1 submarine 'First Level' requirements are applicable as per SSP25."

17.4 **CYBER SECURITY: DEF STAN 05-138 Issue 4 –** This is a British Ministry of Defence (MOD) standard that outlines the cyber security controls required for defence suppliers at different cyber risk levels. This standard helps ensure that suppliers implement appropriate security measures based on the level of risk associated with their contracts. Suppliers are expected to have sufficiently robust systems in place that are compliant with this standard. A 'call for action' letter dated 18th Dec 2024 from the Ministry of Defence, outlines guidance to companies in the Defence supply chain to encourage improvements in cyber resilience. In fulfilling our Cyber Security obligations this letter is flowed down HERE

17.5 **Concession Requests.** Requests for concessions to accept nonconforming materials are to be processed in accordance with DEF STAN 05-61: PART 1 – Quality Assurance Procedural Requirements: Concessions. This standard is available from the UK Defence Standard website: https://www.dstan.mod.uk/index.html

17.6 **Security Aspects Letters.** Where 'Official Sensitive' (OS) classified materials are being procured by Righton Blackburns, compliance with Ministry of Defence Industry Security Notice Number 2024/09 and, where applicable, BAE Security Handbook section 1.7, will be required. In regards to the flow down of requirements e.g. completion of Security Aspects Letters (SAL's) to the supply chain, this will be coordinated by the RB contract manager, who will inform and liaise with raw material suppliers in order to ensure that all required SAL's are duly completed and submitted to the contract authority for review and approval.

Section 18 – Control of Records

18.1 Records created in support of the supply of materials or services against Righton Blackburns purchase orders are required to be retained for a minimum specified period as indicated in the table below.

Order type	**Minimum retention period from the date of a Righton Blackburns P/O**
Commercial	Indefinite
Aerospace	Indefinite
Defence	Indefinite
Civil Nuclear	Indefinite

18.2 Records can be maintained in hard copy (preferred), or colour scanned (where applicable) to electronic format. Records shall remain legible, readily identifiable and retrievable. Any changes to the disposition arrangements which may affect the above required retention periods (i.e. destruction, deletion, archival transfer) shall be notified to the RB Compliance Manager, whose agreement shall be obtained.

Section 19 – Document Change History

Issue number and date	Summary of change	Document owner
01 - September 2021	New Issue	GD
02 - January 2023	Full review and reissue	GD
03 - October 2023	New section 13 added to comply with legal requirements in relation to materials of Russian origin	GD
04 - February 2024	Page 4, section 1.5 added Page 18, section 18 updated record retention period Page 18, section 19 updated to reflect changes	GD
05 - January 2026	Full review and reissue	GD
06 - April 2026	Page 9, section 7.1, first bullet point added for clarification	GD
07 – November 2026	Addition of 1.1.2 to include reference to Code of Conduct – Code of Conduct added as appendix 1 Example safe delivery plan template added to section 9 section 12.1, list provided of common elements for product safety, addition on link on 12.3 to UK SVHC and 12.5.3 for CMRT/EMRT. Update to page separation.	LS

Appendix A: RB Suppliers Code of Conduct (Available on next 5 Pages)

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Supplier Code of Conduct

Issue date: May 2025

Introduction

Righton Blackburns is a leading, independent metal and plastics stockholder operating from 10-service and processing centres across the UK. Righton Blackburns is committed to fair and cooperative business relationships, as well as social and environmental sustainability.

Scope

This Code of Conduct applies to our suppliers regardless of their location of business and/or subsidiaries and/or business units.

The supplier undertakes to comply with the contents of this Code of Conduct within the scope of its respective responsibilities and scope of action, and also to support its suppliers and ensure their compliance.

Basic principles

This Code of Conduct reflects Righton Blackburns' fundamental values, namely:

- Conducting business with integrity and high standards of business ethics
- Ensuring appropriate conduct towards, positive impact on, and good relationships with employees, customers/clients, suppliers and the communities in which Righton Blackburns and its suppliers operate, and
- Protecting and enhancing the environment by minimising negative impact and maximising positive impact on the environment.

The Code of Conduct covers four basic principles:

- Compliance with laws and ethical behaviour
- Compliance with Data Protection laws
- Compliance with employment laws and ethical social behaviour
- Responsibility towards social and environmental matters.

1) Compliance with laws and ethical behaviour

Righton Blackburns has a zero-tolerance policy with respect to unethical business conduct.

This Code of Conduct is based on the principles of international standards and country-specific laws and policies. The supplier shall comply with such principles and other legal provisions of the respective countries in which it conducts its business or in which its services are provided. See appendices for specific references to law, guidelines etc.

i) Prohibition of corruption and bribery

- The supplier shall take all necessary measures to avoid corruption and bribery, in whatever form, not to tolerate and not to participate in, directly or indirectly, and not to grant, offer or promise benefits to public authorities or other business partners in order to influence official actions or to obtain unfair advantage.

ii) Prohibition of unfair competition / antitrust law

- The supplier shall comply with applicable antitrust and fair competition laws.
- The supplier shall take all necessary measures to avoid unfair competition and shall refrain from unlawful market price or other agreements.
- The supplier shall avoid making incorrect statements or disclosing confidential information about Righton Blackburns.

iii) Ethics

- The supplier shall act in accordance with generally accepted ethical and moral values and principles and seek to avoid conflicts of interest which may have an impact on business relationships or decisions.

2) Compliance with Data Protection laws and Intellectual Property Protection

i) Privacy and data protection

- The supplier shall protect privacy including personal data by:
    - Treating all sensitive, confidential and proprietary information as such and ensuring such data is adequately protected.
    - Complying with all applicable data protection laws and regulations.
    - Striving to ensure adequate electronic security measures are in place, and
    - mitigate risks to information systems.

In the event of a data leakage affecting Righton Blackburns, the supplier undertakes to notify Righton Blackburns immediately and take any other appropriate action in accordance with data protection laws and regulations.

ii) Protection of intellectual property

- The supplier shall respect and preserve the intellectual property and proprietary rights of all parties with which it trades, against unauthorised access, including protection against disclosure.

3) Compliance with employment laws and ethical social behaviour

i) Respect and Dignity / Prohibition of Discrimination / Equal Opportunities

The supplier confirms:

- It treats all parties with respect and dignity.
- It treats others equally, fairly and with respect
- It does not tolerate discrimination or any form of derogatory behaviour.
- It promotes equal opportunities and fair and equal treatment of all individuals, irrespective of colour, race, nationality, social or economic background, physical/mental limitations, sexual orientation, political or religious beliefs, gender or age.

ii) Employee rights

- Country-specific employee rights are respected by the supplier. The supplier ensures high standards of health and safety are maintained in the workplace, seeks to prevent work-related accidents and illnesses, and complies with all applicable regulations and standards.

iii) Protection against harassment

- The supplier rejects inappropriate behaviour (e.g. mental cruelty, sexual harassment, discrimination, etc.).
- It prohibits behaviours such as gestures, language and physical contact that may be sexual, coercive, threatening, abusive or exploitative.

iv) Prohibition of child labour

- The supplier prohibits any exploitation of children and complies with all applicable guidelines, rules, laws and regulations on child labour.

v) Remuneration

- The supplier offers fair compensation, guarantees the payment of the country-specific minimum wage and complies with the applicable regulations with regard to working hours.

4) Responsibility for Social and Environmental Matters

i) Responsibility for the Environment

The supplier is aware of its obligations towards the environment and demonstrates this by:

- Complying with all applicable environmental laws, conventions and regulations.
- Conducting business in a manner that actively manages environmental risks in their operations, products, and supply chain (e.g. according to ISO14001) to achieve continuous improvement in environmental protection.
- Reducing the impact of their operations on climate change, improving the efficiency of their use of energy, water and natural resources, avoiding waste where possible or returning to the circular economy through appropriate recycling, minimising the use of hazardous materials, shipping goods in appropriate packaging and promote reusable/recycled packaging materials, and managing their air emissions responsibly.

ii) Conflict material

- The supplier is committed to keeping the supply chain free of conflict materials as required by laws and regulations governing the sourcing of minerals from conflict areas. To this end, a policy and management system should be defined to adequately ensure that "conflict minerals" are excluded and that any critical materials that may be included in the products they supply, are responsibly sourced (i.e., with limited environmental impact and without compromising human rights).

iii) ROHS and REACH compliant products

- The supplier agrees to supply only ROHS and REACH compliant products that do not contain substances of concern.

Adherence to the Code of Conduct

The supplier undertakes to observe and comply with the values and principles set out in this Code of Conduct for as long as it remains a supplier to Righton Blackburns and to ensure compliance by all other parties commissioned by it, involved in the supply of goods to Righton Blackburns.

Righton Blackburns shall have the right to make reasonable changes to this Code of Conduct in response to changes in laws and/or regulations, which will be notified to the supplier in writing. The supplier shall acknowledge such changes.

Righton Blackburns is entitled to check compliance with the Code of Conduct by conducting an audit on giving a reasonable notice to the supplier and/or engage third parties for this purpose.

In the event of a violation of this Code of Conduct, Righton Blackburns reserves the right to impose appropriate sanctions on the respective supplier as appropriate.

Company Name:

Place and Date:

Full Name:

Position Held:

Signature:

Appendix

Definitions:

International Standards, Laws and Regulations:

Antitrust Laws: OECD guidelines, Sherman Antitrust Act Child Labour: UK Modern Slavery Act, ILO Convention Corruption and bribery: OECD guidelines, FCPA

Employment laws: OECD Guidelines, UN Resolution Chapter VII, US ADA, US ADEA

Intellectual Property: products, patents, designs, knowhow, copyrights, proprietary information, trademarks, etc

International standards: OECD Guidelines, ILO Conventions, the ICESCR Covenant.
Remuneration guidelines: OECD guidelines, US-FLSA

Satey regulations: CH-EntsG