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SUPPLIER TERMS AND CONDITIONS	WCEP 208 / Rev B

1. ACCEPTANCE

This Purchase Order supersedes all prior offers and agreements concerning the subject matter and constitutes the entire agreement between the parties. Supplier's acknowledgment or commencement of performance shall constitute Supplier's unqualified acceptance of this order. Additional differing terms or conditions proposed by Supplier or included in Supplier's acknowledgement have no effect unless accepted in writing by West Cobb Engineering & Tool, Inc, hereinafter referred to as WCE.

It is the Supplier's responsibility to validate the latest revision of WCE Terms and Conditions at time of PO receipt.

2. DELIVERY

Time is of importance in Supplier's performance of its obligations. Supplier shall immediately notify WCE if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed. WCE's acceptance of Supplier's notice shall not constitute a waiver of any Supplier obligations.

3. SHIPPING & HANDLING

In the absence of any specific PO requirements, Supplier shall preserve, package, and handle products so as to protect product from loss or damage. The Supplier must adequately plan for packaging designed to prevent product contamination, deterioration or loss and to eliminate shipping damage. Suppliers should provide expendable packaging that provide for sufficient density and protection from any likely damage that may occur. Expendable materials and packaging must meet local and national standards for safe disposal and/or recycling.

Supplier must follow shipping instructions provided on WCE PO, if provided. WCE is not liable for rejected shipping charges if Supplier does not follow PO instructions. Supplier accepts that payments of unauthorized shipping costs are the responsibility of the Supplier.

4. INFORMATION FOR SUPPLIERS

Suppliers shall ensure their understanding of the following requirements; and shall communicate these requirements to sub-tier suppliers:

- a. The processes, products, and services to be provided including the identification of technical data.
- b. As applicable to customers' requirements, the approval of:
 1. Products and services
 2. Methods, processes, and equipment
 3. The release of products and services
- c. Competence, including any required qualification of personnel
- d. Supplier's communication and interactions with the organization
- e. Control and monitoring of the supplier's external provider's performance
- f. Verification or validation activities that WCE, or customer, intends to perform at the Supplier's location
- g. Design and development control
- h. Special requirements, critical items, or key characteristics
- i. Test, inspection, and verification (including production process verification)



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- j. The use of statistical techniques for product acceptance and related instructions for acceptance by WCE
- k. The need to:
 - Implement a QMS
 - Use customer-designated or approved supplier, including outsourced processes
 - Notification to WCE of nonconforming processes, products, or services and the approval for their disposition (see section 8 of this document)
 - Prevent the use of counterfeit product or processes (see section 16 of this document)
 - Notification to WCE of changes to processes, products, or services, including changes to their suppliers or location of manufacture and obtain WCE’s approval
 - Flow down requirements
 - Provision of test specimens for design approval, inspection/verification, investigation or auditing
 - Retention of documentation, including the retention period and disposition requirements
- l. The right of access by WCE, their customer, and regulatory authorities to the applicable areas of Supplier facilities and applicable documented information, at any level of the supply chain
- m. Ensuring that persons are aware of:
 - Their contribution to product or service conformity
 - Their contribution to product safety
 - The importance of ethical behavior

5. FURNISHED PROPERTY

WCE may provide to Supplier property owned by either WCE or its Customer. Unless previously authorized in writing by WCE, Furnished Property shall be used only for the performance of this contract. Supplier shall promptly notify WCE of any loss or damage to Furnished Property while in Supplier’s care, custody, or control.

6. CERTIFICATION REQUIREMENTS

For PO’s requiring certification of **PROCESSES PERFORMED**, the certification must include, at a minimum, the following items:

- 1) Part# and Revision
- 2) Required specification including Revision (Type, Class, Grade, etc.)
- 3) Quantity processed (quantity acceptable / rejected if required)
- 4) Date processed
- 5) Signature and printed name of authorized person attesting to the certification.
- 6) Certification on company letterhead / stationary.
- 7) WCE purchase order number.

For **RAW MATERIAL** PO’s requiring certifications. The certification must include, at a minimum, the following items:

- 1) Material type (e.g. 1018, 4130, 6061, etc), including condition (annealed, C4, D4, etc.)
- 2) Required specifications with revisions listed.
- 3) Material size.



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- 4) Material heat number / lot number.
- 5) Country of Origin.
- 6) Signature, printed name, and title of authorized person attesting to the results of the certification.
- 7) Actual Chemical results when required.
- 8) Actual Physical results when required.
- 9) Grain size when required by specification.
- 10) WCE purchase order number.

Supplier accepts that a PO is not considered fulfilled until all required certifications are provided and that they meet the requirements as defined by the PO.

WCE reserves the right to review and approve the Suppliers Quality Management System. Standard QMS requirements include:

- 1) Suppliers providing special processing must maintain a system for validating processes similar to that of a NADCAP program, or other system as required by purchase order.
- 2) Customer directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer(s) in question.
- 3) Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.

****WCE Conflict Materials Statement****

The Customers of West Cobb Engineering & Tool Co., Inc. are required to report to the SEC their use of 3TG conflict minerals (gold, tantalum, tin, tungsten) necessary to the functionality or production of a product manufactured or contracted to be manufactured; and must disclose related product and supply chain information to determine whether any of their products contain conflict minerals mined in the DRC or an adjoining country. This requirement is also flowed down to their sub-tier contractors, such as WCE.

WCE supports our customers by supplying information relevant to this requirement whereas WCE reports the use of these 3TG minerals necessary to the functionality or production of a product manufactured or contracted to be manufactured when requested.

In this effort, all suppliers to West Cobb Engineering who provide 3TG resources used within or assist in the manufacture of products must perform sufficient due diligence on the origin, source, and supply chain of 3TG materials. Suppliers to West Cobb Engineering must be willing and able to supply sufficient evidence in the sourcing of 3TG materials upon request.

7. MAINTENANCE OF RECORDS

The Supplier shall retain quality records for a time period specified by the WCE purchase order or related reference documents. Upon request, the Supplier shall be capable of retrieving and delivering required records to WCE within forty-eight hours from time of request by WCE.



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Unless otherwise specified by West Cobb Engineering & Tool, the Supplier shall maintain all records that provide objective evidence of compliance to WCE PO requirements for a minimum of (Ten) 10 years after the last delivery of products and/or services on the PO. Prior to discarding, transferring to another organization, or destruction of such records, the Supplier shall notify WCE's purchasing in writing and give WCE the opportunity to gain possession of the records. These requirements are applicable to records generated by Supplier's sub-tier sources.

Audit rights shall be available to WCE on all performance related reports and other records.

8. APPROVALS

Upon receipt of a PO, Supplier shall validate that their relevant approvals, if required, are in good standing. At any time during the life of the PO, Supplier shall notify WCE if their relevant approvals have been revoked, diminished, expired, or otherwise altered. Supplier will also ensure that all sub-tier suppliers used to satisfy a WCE PO have approvals in good standing.

Relevant Approvals apply to the following categories:

- 1) PRIME CUSTOMER CONTROLLED PROCESSES
- 2) QUALITY MANAGEMENT SYSTEM (QMS)
- 3) PROCESS APPROVALS (I.e. NADCAP)
- 4) Other relevant approvals

9. NONCONFORMING PRODUCT

For nonconforming products supplied to WCE, including those that reach a WCE customer, the Supplier must cover all costs to correct the nonconformance including; assessment costs, administrative costs to process the nonconformance, and any rework or repair costs incurred by WCE as a direct result from receiving a nonconforming product or process from the supplier.

- 1) If Supplier suspects that nonconforming material may have been inadvertently shipped, WCE must be immediately notified. If prior notice is received, arrangements may be made to manage defective material.
- 2) WCE's acceptance of product documents shall not relieve Supplier from complying with any requirements of this PO.
- 3) WCE may reject any work or material which does not conform to the PO requirements.
- 4) WCE reserves the right of final approval of product, procedures, processes and equipment.

10. PRODUCT/PROCESS CHANGES

Supplier must notify WCE of any changes in product and/or process definition and obtain WCE approval prior to processing.

11. FOREIGN OBJECT DEBRIS (FOD)

As applicable, supplier shall maintain an active FOD program to make employees aware of what FOD is and the consequences of not removing FOD from items produced during manufacture, packaging, and shipping boxes or containers.



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12. SUB-TIER FLOW DOWN

Supplier shall flow down to sub-tier Suppliers all applicable requirements in the purchasing documents, including key characteristics where required.

13. DOCUMENT CORRECTIONS

Corrections to quality records must be recorded, dated and signed in ink or other permanent marking method with the original data being legible. Use of white out and correction tape is prohibited.

14. INFORMATION DISCLOSED TO SUPPLIER

Supplier shall keep confidential all information, drawings, specifications, or data either furnished by WCE or prepared by supplier specifically in connection with the performance of this PO. Supplier shall not disclose such information, drawings, specifications or data except to those of its officers, employees (including independent contractors, contract labor employees and leased employees), third party vendors or subsidiaries who have a “need-to-know” of the information, drawings, specifications or data for the purposes of performance under this PO.

15. EXPORT OF TECHNICAL DATA

Information provided by WCE that is categorized on either (i) the United States Munitions List and, as such, is subject to the International Traffic in Arms Regulations (ITAR, 22 CFR 120-130), and/or (ii) the Commerce Control List and as such, is subject to the Export Administration Regulations (EAR, 15 CFR 730-799). Technical data that is controlled by the ITAR or the EAR may not be given to foreign persons (including foreign corporations) by a U.S. person unless and until the U.S. person has obtained the appropriate export license and/or approvals from the U.S. Government.

Accordingly, Supplier certifies that: 1) Supplier is a “U.S. Person” as defined in the ITAR to whom such technical data may be disclosed or that Supplier possesses the appropriate licenses and/or approvals from the U.S. Government to receive the WCE-furnished technical data under this PO, and further, 2) Supplier shall not transfer such technical data directly or indirectly to any third person or firm, country or countries unless in compliance with all applicable laws and regulations and having obtained specific written authorization from WCE in advance to effect such a transfer.

Supplier agrees that it will not permit any employee access to furnished technical data nor permit any employee to perform services under this PO unless such employee qualifies as a “U.S. person,” defined as: (i) a U.S. citizen or national; (ii) an alien lawfully admitted for permanent resident (those possessing a valid Form I-550 or “green card”); (iii) an alien admitted following a 1986 amnesty statute; (iv) an asylee or refugee as defined in 8 U.S.C. 1324b(a)(3); or (v) an alien lawfully admitted for temporary agricultural employment.

The acquisition of any rights in any technical data by Supplier or by a foreign person is prohibited.

16. COUNTERFEIT WORK

The following definitions apply to this clause: "Counterfeit Work" means Work that is or contains unlawful or unauthorized reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer.



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Unlawful or unauthorized substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics. "Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

SELLER shall not deliver Counterfeit Work or Suspect Counterfeit work to West Cobb Engineering & Tool under this PO.

SELLER shall only purchase products to be delivered or incorporated as work to West Cobb Engineering directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain. SELLER may use another source only if:

- (i) the foregoing sources are unavailable,
- (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and
- (iii) SELLER obtains the advance written approval of WEST COBB ENGINEERING.

SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.

SELLER shall immediately notify WEST COBB ENGINEERING with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work.

When requested by WEST COBB ENGINEERING, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.

SELLER, at its expense, shall provide reasonable cooperation to WEST COBB ENGINEERING in conducting any investigation regarding the delivery of Counterfeit Work or Suspect counterfeit Work under this Contract.

This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Contract addressing the authenticity of Work.

- a. SELLER shall include paragraphs (a) through (f) and this paragraph (h) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as work to West Cobb Engineering.

End of Terms and Conditions



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17. REVISION HISTORY

Rev	Description	Date
IR	Initial Release. (Ref Combined the previous procedures WCEP 42-30, and 42-40; and to align with requirements of AS9100D.	02/29/2016
A	Revised to update form number to meet new document control requirements; and add Conflict Minerals Statement.	01/15/2019
B	Revised to add/update Section 4 "Information for Suppliers", Section 7 "Maintenance of Records" and Section 9 "Nonconforming Product"	01/22/2020