



# General Terms and Conditions

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## 1. ACCEPTANCE

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

## 2. DELIVERY

- a. 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

- a. In the absence of any specific PO requirements, Supplier shall preserve, package, and handle products so as to protect product from loss or damage.
- b. 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.
- c. Supplier accepts that payments of unauthorized shipping costs are the responsibility of the Supplier.

## 4. FURNISHED PROPERTY

- a. 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.

## 5. CERTIFICATION REQUIREMENTS

- a. 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.



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- b. 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.
  - 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.
- c. 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.
- d. WCE reserves the right to review and approve the Suppliers Quality Management System. Standard QMS requirements include:
- e. 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.
- f. Customer directed sources must operate in accordance with approved specifications and standards as dictated and controlled by the customer(s) in question.
- g. Suppliers initially approved for use via Certification (ISO, AS9100, ISO 17025, AS9120, etc.) must notify our organization of any changes to that certification.

### 6. MAINTENANCE OF RECORDS

- a. Unless a longer period is specified in the PO, Supplier shall maintain complete and accurate processing records in accordance with good commercial practices for a minimum of four (4) years from final payment of this Contract. Audit rights shall be available to WCE on all performance related reports and other records.

### 7. APPROVALS

- a. 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.
- b. 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



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### **8. NONCONFORMING PRODUCT**

- a. 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.
- b. WCE's acceptance of product documents shall not relieve Supplier from complying with any requirements of this PO.
- c. WCE may reject any work or material which does not conform to the PO requirements.
- d. WCE reserves the right of final approval of product, procedures, processes and equipment.

### **9. PRODUCT/PROCESS CHANGES**

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

### **10. RIGHT OF ACCESS**

- a. WCE reserves the right of access by our representatives, our customers, any regulatory authorities to the applicable areas of all facilities, at any level of the supply chain, involved in the order and to all applicable records.

### **11. FOREIGN OBJECT DEBRIS (FOD)**

- a. 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.

### **12. SUB-TIER FLOW DOWN**

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

### **13. DOCUMENT CORRECTIONS**

- a. 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**

- a. 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.



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### 15. EXPORT OF TECHNICAL DATA

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

### 16. COUNTERFEIT WORK

- a. 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. 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.
- b. SELLER shall not deliver Counterfeit Work or Suspect Counterfeit work to West Cobb Engineering & Tool under this PO.
- c. 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.
- d. SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognized standards and with any other specific requirements identified in this Contract.



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