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PURCHASE ORDER TERMS AND CONDITIONS	WCEP 208 / Rev D

1. ACCEPTANCE

This Purchase Order, including these Purchase Order Terms and Conditions (WCEP-208) and the Supplier Quality Requirements (WCEP-211), 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.

Current versions are available at www.westcobbengineering.com or upon request from WCE Purchasing Department.

2. ORDER OF PRECEDENCE

In the event of any inconsistency or conflict among the documents comprising this Purchase Order, the following order of precedence shall apply:

1. Special provisions or requirements stated on the face of the Purchase Order
2. WCE Purchase Order Terms and Conditions (WCEP-208)
3. WCE Supplier Quality Requirements (WCEP-211)
4. Referenced drawings and specifications
5. Industry standards referenced in the Purchase Order

For matters specifically related to quality, inspection, testing, and technical requirements, WCEP-211 (Supplier Quality Requirements) shall take precedence over commercial terms in WCEP-208 to the extent necessary to resolve the conflict.

3. INCORPORATION OF QUALITY REQUIREMENTS

In addition to these Purchase Order Terms and Conditions, Supplier shall comply with all requirements specified in WCE's Supplier Quality Requirements document (WCEP-211, current revision), which is incorporated herein by reference. Supplier acknowledges receipt of and agrees to comply with both documents.

The Supplier Quality Requirements (WCEP-211) address quality management systems, certifications, inspections, testing, nonconforming products, traceability, and other quality-related matters. Compliance with both WCEP-208 and WCEP-211 is mandatory.

4. DELIVERY AND TIME OF PERFORMANCE

Time is of importance in Supplier's performance of its obligations. Supplier shall deliver products and services by the delivery date(s) specified in the Purchase Order. Supplier shall immediately notify WCE in writing if Supplier's timely performance under the Purchase Order is delayed or is likely to be delayed, including the reason for the delay and the anticipated revised delivery date.

WCE's acceptance of Supplier's notice of delay shall not constitute a waiver of any Supplier obligations, nor shall it relieve Supplier from any liability for damage resulting from the delay. WCE reserves the right to cancel any delayed order and pursue alternative sources without penalty.

Supplier shall not make early deliveries without prior written authorization from WCE. WCE reserves the right to reject or return early deliveries at Supplier's expense.

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5. SHIPPING AND HANDLING

In the absence of any specific PO requirements, Supplier shall preserve, package, and handle products 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.

Title and risk of loss shall pass to WCE upon delivery to the destination specified on the Purchase Order, unless otherwise agreed in writing.

6. PAYMENT TERMS

6.1 Payment Schedule

Unless otherwise specified in the Purchase Order, payment terms are Net 30 days from the latter of:

- (a) receipt of conforming goods or completion of services, or
- (b) receipt of a proper invoice. Invoices must include:
 - WCE Purchase Order number
 - Itemized description of goods/services
 - Quantities delivered
 - Unit prices and extended totals
 - All required certifications and documentation per WCEP-211

6.2 Right to Withhold Payment

WCE reserves the right to withhold payment, in whole or in part, for:

- a) Nonconforming products or services until corrected or replaced
- b) Missing or incomplete certifications, test reports, or required documentation
- c) Defects discovered after delivery pending resolution
- d) Amounts owed by Supplier to WCE under this or any other Purchase Order

6.3 Right of Offset

WCE may offset against any amounts owed to Supplier under this or any other Purchase Order:

- a) Costs incurred by WCE for inspection, testing, sorting, rework, or repair of nonconforming products
- b) Costs for expedited shipping due to Supplier's delays or nonconformances
- c) Customer chargebacks or penalties resulting from Supplier's nonconformances
- d) Any other amounts owed by Supplier to WCE

6.4 Invoicing Requirements

Invoices shall be sent to:

Debbie.lowe@westcobbengineering.com

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7. WARRANTY

7.1 General Warranty

Supplier warrants that all products and services furnished under this Purchase Order shall:

- a) Conform to all specifications, drawings, samples, and descriptions provided or referenced
- b) Be free from defects in materials, workmanship, and design
- c) Be new, unused, and of merchantable quality (unless specifically authorized as used or refurbished)
- d) Be fit for their intended purpose and suitable for the use described in the Purchase Order
- e) Comply with all applicable laws, regulations, and industry standards
- f) Be free from liens, encumbrances, and claims of third parties

7.2 Warranty Period

The warranty period shall be the longer of:

- a) Twelve (12) months from date of delivery to WCE, or
- b) Any warranty period specified on the Purchase Order or in applicable specifications, or
- c) Any warranty period required by WCE's customer, if identified in the Purchase Order

7.3 Warranty Remedies

Upon discovery of any breach of warranty, WCE may, at its sole option:

- a) Require Supplier to repair or replace the nonconforming products at no cost to WCE
- b) Return the products for full refund, including shipping costs
- c) Repair or have repaired the products and charge Supplier for all costs incurred
- d) Accept the products at a reduced price as negotiated

All costs associated with warranty claims, including but not limited to transportation, inspection, disassembly, reassembly, testing, and installation costs, shall be borne by Supplier.

7.4 Extended Warranty for Rework/Replacement

Any products repaired or replaced under warranty shall be warranted for the longer of:

- (a) the remainder of the original warranty period, or (b) ninety (90) days from the date of repair or replacement.

7.5 Survival

All warranties shall survive inspection, acceptance, and payment by WCE and shall extend to WCE's successors, assigns, and customers.

8. INDEMNIFICATION

8.1 General Indemnification

Supplier agrees to indemnify, defend, and hold harmless WCE, its affiliates, customers, officers, directors, employees, and agents from and against any and all claims, demands, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and court costs) arising from or related to:

- a) Any breach of Supplier's obligations, representations, or warranties under this Purchase Order
- b) Any actual or alleged defect in products or services provided by Supplier
- c) Any actual or alleged infringement or misappropriation of any patent, copyright, trademark, trade secret, or other intellectual property right resulting from WCE's use of the products or services as authorized

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- d) Personal injury (including death) or property damage caused by Supplier's products, services, or operations
- e) Any violation of law or regulation by Supplier or its employees, agents, or subcontractors
- f) Any employment-related claims by Supplier's employees or subcontractors

8.2 Intellectual Property Indemnification

If any product or service furnished hereunder becomes the subject of an intellectual property infringement claim, Supplier shall, at its expense and WCE's option, either:

- a) Procure for WCE the right to continue using the product or service
- b) Replace or modify the product or service to make it non-infringing while maintaining equivalent functionality
- c) Refund the purchase price and remove the infringing items

8.3 Procedure

WCE shall provide Supplier with prompt written notice of any claim for which indemnification is sought. Supplier shall have the right to control the defense and settlement of such claims, provided that WCE may participate in the defense at its own expense and no settlement shall be made without WCE's prior written consent if such settlement would impose any obligation or liability on WCE.

9. INSURANCE

Supplier shall maintain, at its own expense, insurance coverage with financially sound and reputable insurers, with minimum limits as follows:

- a) Commercial General Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- b) Products/Completed Operations Liability: \$1,000,000 per occurrence / \$2,000,000 aggregate
- c) Automobile Liability: \$1,000,000 combined single limit
- d) Workers' Compensation: Statutory limits for applicable jurisdictions
- e) Employer's Liability: \$1,000,000 each accident
- f) Cyber Liability: \$1,000,000 per occurrence (if handling CDI/CUI or other electronic data)

Higher limits may be required based on the nature of the work or as specified in the Purchase Order. Supplier shall provide certificates of insurance upon request and shall name WCE as an additional insured on all liability policies. Insurance shall be primary and non-contributory with respect to any insurance maintained by WCE.

10. TERMINATION

10.1 Termination for Convenience

WCE may terminate this Purchase Order, in whole or in part, at any time for its convenience by providing written notice to Supplier. Upon receipt of such notice, Supplier shall:

- a) Immediately stop work as directed
- b) Take all reasonable steps to minimize costs
- c) Deliver to WCE all completed work and work in progress
- d) Submit a final invoice for work completed prior to termination

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WCE shall pay Supplier for all conforming work completed prior to termination, plus reasonable costs incurred in stopping work, but in no event shall the total amount paid exceed the Purchase Order price. WCE shall not be liable for anticipated profits on unperformed work or any consequential damage.

10.2 Termination for Cause

WCE may terminate this Purchase Order, in whole or in part, immediately upon written notice if:

- Supplier fails to deliver products or perform services within the time specified
- Supplier fails to comply with any material terms or conditions of this Purchase Order, including quality requirements
- Suppliers become insolvent, files for bankruptcy, or makes an assignment for the benefit of creditors
- Supplier's performance endangers WCE's ability to meet its customer commitments
- Supplier fails to maintain required certifications, approvals, or registrations
- Supplier violates cybersecurity, export control, or other regulatory requirements
- Supplier violates business ethics requirements (Section 15)

Upon termination for cause, WCE may:

- Procure substitute products or services from another supplier
- Charge Supplier for any excess costs incurred
- Withhold payment for nonconforming work
- Pursue all other available remedies

10.3 Effect of Termination

Termination shall not relieve Supplier of obligations that by their nature should survive, including warranties, indemnification, confidentiality, intellectual property rights, and payment obligations for delivered goods.

11. FURNISHED PROPERTY

WCE may provide to Supplier property owned by either WCE or its customer ("Furnished Property"). Furnished Property includes but is not limited to tooling, equipment, materials, technical data, and software.

Supplier's Responsibilities:

- Use Furnished Property only for the performance of this Purchase Order unless previously authorized in writing by WCE
- Maintain Furnished Property in good condition, normal wear and tear excepted
- Properly identify, segregate, and protect Furnished Property
- Maintain records of Furnished Property location and condition
- Promptly notify WCE of any loss, damage, destruction, or theft of Furnished Property while in Supplier's care, custody, or control
- Return Furnished Property upon completion of the Purchase Order or upon WCE's request, in the same condition as received
- Not remove Furnished Property from Supplier's facility without prior written authorization from WCE

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Supplier shall be liable for any loss, damage, or destruction of Furnished Property while in Supplier's possession, except for normal wear and tear or loss/damage caused by WCE's negligence. Title to all Furnished Property shall remain with WCE or its customer. Supplier shall not create any liens or encumbrances on Furnished Property.

12. TOOLING AND INTELLECTUAL PROPERTY

12.1 WCE-Funded Tooling

Any tooling, molds, dies, fixtures, patterns, or other equipment paid for in whole or in part by WCE shall be and remain the sole property of WCE, regardless of possession.

Supplier shall:

- a) Clearly mark such tooling as "Property of West Cobb Engineering & Tool, Inc."
- b) Maintain such tooling in good working conditions
- c) Use such tooling exclusively for WCE Purchase Orders unless otherwise authorized in writing
- d) Not dispose of, transfer, or encumber WCE-owned tooling without written authorization
- e) Return such tooling upon WCE's request or upon completion of the business relationship

12.2 Intellectual Property Ownership

All intellectual property rights in any inventions, discoveries, designs, drawings, specifications, software, or other works created by Supplier specifically for WCE under this Purchase Order shall be the sole and exclusive property of WCE. Supplier hereby assigns all such rights to WCE and agrees to execute any documents necessary to perfect WCE's ownership.

12.3 Pre-Existing IP

Nothing in this Purchase Order shall transfer ownership of Supplier's pre-existing intellectual property. However, Supplier grants WCE a perpetual, irrevocable, royalty-free license to use any such pre-existing intellectual property incorporated into products or deliverables provided under this Purchase Order.

12.4 Restricted Designs

WCE's designs, drawings, specifications, and technical data are proprietary and confidential. Supplier shall not use such information except to fulfill this Purchase Order and shall not disclose such information to third parties without WCE's prior written consent.

13. CONFIDENTIAL INFORMATION

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 ("Confidential Information").

Supplier's Obligations:

- a) Not disclose Confidential Information except to those of its officers, employees (including independent contractor, contract labor employees and leased employees), third party vendors, or subsidiaries who have a "need-to-know" for the purposes of performance under this PO
- b) Protect Confidential Information with the same degree of care used to protect its own confidential information, but in no event less than reasonable care

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- c) Not use Confidential Information for any purpose other than performing this Purchase Order
- d) Return or destroy all Confidential Information upon completion or termination of this Purchase Order, as directed by WCE
- e) Not reverse engineer, disassemble, or decompile any products, software, or materials provided by WCE

These confidentiality obligations shall survive for five (5) years after termination or completion of this Purchase Order, except for trade secrets which shall remain confidential indefinitely.

Confidential Information does not include information that: (i) is or becomes publicly available through no breach by Supplier, (ii) was rightfully in Supplier's possession prior to disclosure by WCE, (iii) is rightfully received by Supplier from a third party without breach of confidentiality obligations, or (iv) is independently developed by Supplier without use of or reference to WCE's Confidential Information.

14. CYBERSECURITY AND CONTROLLED UNCLASSIFIED INFORMATION(CUI) COMPLIANCE

14.1 Applicability

These cybersecurity requirements apply when Supplier will access, receive, store, process, or transmit Covered Defense Information (CDI) or Controlled Unclassified Information (CUI) in the performance of this Purchase Order.

14.2 DFARS 252.204-7012 Compliance - Safeguarding Covered Defense Information

Supplier acknowledges that in the performance of this agreement, Supplier may have access to, receive, or generate Covered Defense Information (CDI) as defined in DFARS 252.204-7012.

Supplier agrees to:

- a) Provide adequate security to safeguard CDI in accordance with DFARS 252.204-7012 and the security requirements specified in NIST SP 800-171
- b) Implement and maintain appropriate administrative, technical, and physical safeguards to protect CDI
- c) Report any cyber incidents involving CDI to WCE and the Department of Defense (DoD) within the timeframes specified in DFARS 252.204-7012 (currently 72 hours)
- d) Conduct a rapid cyber incident damage assessment and provide the required information to DoD and WCE
- e) Preserve and protect images of affected systems and relevant monitoring/packet capture data for at least 90days from submission of the cyber incident report
- f) Flow down this requirement to subcontractors who will have access to CDI
- g) Submit malware discovered on Supplier's systems that is reported as part of a cyber incident to the DoD Cyber Crime Center (DC3)

14.3 NIST SP 800-171 Requirements

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Supplier shall implement the security requirements specified in NIST Special Publication 800-171, "Protecting Controlled Unclassified Information in Nonfederal Systems and Organizations" (current revision), or demonstrate an equivalent level of security.

Supplier shall:

- Conduct and document a System Security Plan (SSP) that identifies how each of the security controls in NIST SP 800-171 are implemented or planned to be implemented
- Develop and maintain a Plan of Action and Milestones (POA&M) for any security requirements not yet implemented
- Provide evidence of NIST SP 800-171 compliance upon request, which may include assessment reports or certification
- Ensure that any cloud service providers used to store, process, or transmit CDI meet FedRAMP Moderate baseline or equivalent security requirements

14.4 DFARS 252.204-7020 Compliance - NIST SP 800-171 DoD Assessment Requirements

Supplier shall have or obtain a current assessment of its implementation of NIST SP 800-171 security requirements.

Supplier agrees to:

- Conduct assessments in accordance with the NIST SP 800-171 DoD Assessment Methodology at least every three (3) years, or whenever there is a change that would impact the current assessment
- Submit assessment results to the Supplier Performance Risk System (SPRS) or its successor system
- Maintain a current NIST SP 800-171 DoD Assessment score in SPRS
- Provide WCE with evidence of the current assessment score upon request
- Allow DoD and WCE to conduct assessments to validate Supplier's implementation of NIST SP 800-171 requirements

14.5 General Cybersecurity Requirements

- Records and Audit Rights:** Supplier shall maintain records of compliance with these requirements and provide access to such records upon request by WCE or authorized government representatives
- Flow-Down Requirements:** Supplier shall include these requirements in all subcontracts and purchase orders where subcontractors or lower-tier suppliers will have access to CDI or CUI
- Right to Terminate:** Failure to comply with these requirements may result in immediate termination of this Purchase Order and may affect Supplier's eligibility for future contracts
- Updates and Revisions:** Supplier acknowledges that these requirements may be updated or revised and agrees to comply with any such updates within reasonable timeframes as specified by WCE
- Notification of Non-Compliance:** Supplier shall immediately notify WCE of any actual or suspected non-compliance with these requirements
- Media Sanitization:** Supplier shall sanitize or destroy all media containing CDI/CUI in accordance with NIST SP 800-88 prior to disposal or release for reuse.

15. EXPORT CONTROL AND INTERNATIONAL TRADE COMPLIANCE

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15.1 Export Control Compliance

Information provided by WCE may be controlled under either:

- The **International Traffic in Arms Regulations (ITAR)**, 22 CFR 120-130, which governs items on the United States Munitions List (USML), and/or
- The **Export Administration Regulations (EAR)**, 15 CFR 730-799, which governs items on the Commerce Control List (CCL)

Technical data controlled by ITAR or EAR may not be exported, re-exported, transferred, or disclosed to foreign persons (including foreign nationals within the United States) without appropriate authorization from the U.S. Government.

15.2 Supplier Certifications

Supplier certifies that:

- Supplier is a "U.S. Person" as defined in 22 CFR 120.15 (a U.S. citizen, lawful permanent resident, protected individual, or U.S. entity organized under U.S. law), OR Supplier possesses the appropriate licenses and/or approvals from the U.S. Government to receive the technical data furnished under this Purchase Order
- Supplier shall not transfer such technical data directly or indirectly to any third person or firm, or to any country, unless in compliance with all applicable laws and regulations and having obtained specific written authorization from WCE in advance
- Supplier 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" as defined in 22 CFR 120.15, specifically:
 - A U.S. citizen or national
 - An alien lawfully admitted for permanent residence (possessing a valid I-551 "green card")
 - An alien admitted under 1986 amnesty statute
 - An asylee or refugee as defined in 8 U.S.C. 1324b(a)(3)
 - An alien lawfully admitted for temporary agricultural employment

15.3 Restrictions

The acquisition of any rights in any technical data by Supplier or by a foreign person is prohibited. Supplier shall implement appropriate physical, electronic, and procedural safeguards to prevent unauthorized access to export-controlled information by foreign persons.

15.4 Export Violations

Supplier shall immediately notify WCE of any actual or suspected violations of U.S. export control laws or regulations. Violations may result in immediate termination of this Purchase Order and may subject Supplier and its employees to criminal and civil penalties.

15.5 International Trade Compliance

Supplier shall comply with all applicable U.S. and international trade laws and regulations, including but not limited to sanctions administered by the Office of Foreign Assets Control (OFAC), anti-boycott regulations, and customs regulations.

16. BUSINESS ETHICS AND CODE OF CONDUCT

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16.1 General Requirements

Supplier shall conduct business with integrity and in compliance with all applicable laws and regulations. Supplier shall maintain and enforce policies and procedures to ensure ethical business practices throughout its organization and supply chain.

16.2 Anti-Bribery and Anti-Corruption

Supplier shall comply with all applicable anti-bribery and anti-corruption laws, including but not limited to the U.S. Foreign Corrupt Practices Act (FCPA) and the UK Bribery Act. Supplier shall not:

- Offer, promise, give, or authorize any payment, gift, or anything of value to any government official, political party, or any other person for the purpose of obtaining or retaining business or securing any improper advantage
- Engage in commercial bribery, kickbacks, or any other corrupt business practices
- Make facilitation payments or "grease payments" to expedite routine governmental actions

Supplier shall maintain accurate books and records that fairly reflect all transactions and dispositions of assets.

16.3 Conflict of Interest

Supplier shall promptly disclose to WCE any actual or potential conflicts of interest that could affect the performance of this Purchase Order or WCE's interests, including but not limited to:

- Financial interests in competing suppliers or WCE customers
- Personal or family relationships with WCE employees or customers that could influence business decisions
- Acceptance of gifts, entertainment, or other benefits from parties with whom Supplier conducts business on behalf of WCE that could create an obligation or appearance of impropriety

16.4 Fair Competition and Antitrust

Supplier shall compete fairly and in compliance with all applicable competition and antitrust laws.

Supplier shall not:

- Engage in price fixing, bid rigging, market allocation, or other anticompetitive practices
- Exchange competitively sensitive information with competitors
- Engage in unfair or deceptive trade practices

16.5 Human Rights and Labor Practices

Supplier shall respect human rights and treat all workers with dignity.

Supplier shall:

- Prohibit Forced Labor:** Not use any form of forced, bonded, indentured, or involuntary prison labor
- Prohibit Child Labor:** Not employ workers under the age of 15 (or 14 where local law allows), or under the age for completing compulsory education, whichever is greater
- Prohibit Human Trafficking:** Comply with all applicable laws regarding human trafficking, including but not limited to FAR 52.222-50 (Combating Trafficking in Persons). This includes:
 - Not engaging in trafficking in persons, procuring commercial sex acts, or using forced labor
 - Not destroying, concealing, confiscating, or denying access to employees' identity or immigration documents
 - Not charging employees recruitment fees

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- Providing return transportation or paying for return transportation costs upon end of employment for employees brought from other countries
 - Not providing misleading or fraudulent recruitment information
- a) **Fair Wages and Benefits:** Pay wages and benefits that meet or exceed legal minimums and industry standards
 - b) **Working Hours:** Comply with applicable laws regarding working hours, overtime, and rest periods. Workweeks should not exceed 60 hours except in emergencies or unusual situations
 - c) **Freedom of Association:** Respect workers' rights to freedom of association and collective bargaining in accordance with local laws
 - d) **Non-Discrimination and Harassment:** Provide a workplace free from discrimination, harassment, and abuse. Employment decisions shall be based on job-related criteria and not on personal characteristics or beliefs including race, color, religion, sex, national origin, age, disability, sexual orientation, gender identity, or veteran status
 - e) **Health and Safety:** Provide a safe and healthy work environment in compliance with applicable laws and regulations

16.6 Environmental Responsibility

Supplier shall comply with all applicable environmental laws and regulations and shall:

- a) Implement practices to minimize environmental impact from operations
- b) Properly manage and dispose of hazardous materials and waste
- c) Work toward continual improvement in environmental performance
- d) Provide Safety Data Sheets (SDS) for any hazardous materials supplied
- e) Comply with restrictions on hazardous substances as required by customer specifications, including but not limited to RoHS (Restriction of Hazardous Substances) and REACH (Registration, Evaluation, Authorization and Restriction of Chemicals) when applicable

16.7 Data Privacy and Protection

Supplier shall protect the privacy and security of personal information in accordance with applicable data protection laws and regulations, including but not limited to:

- a) Collecting, using, and processing personal information only for legitimate business purposes
- b) Implementing appropriate technical and organizational measures to protect personal information
- c) Not disclosing personal information to third parties without appropriate authorization
- d) Complying with applicable data breach notification requirements

16.8 Conflict Minerals and Responsible Sourcing

The requirements for conflict minerals are detailed in WCEP-211 (Supplier Quality Requirements), Section 20. Supplier shall maintain due diligence processes to identify and address risks in the supply chain related to conflict minerals and other materials that may contribute to human rights abuses.

16.9 Accurate Business Records

Supplier shall:

- a) Maintain accurate and complete business records in accordance with applicable legal requirements and accepted accounting practices
- b) Not falsify records or misrepresent conditions or practices in communications with WCE or regulatory authorities
- c) Cooperate fully with authorized audits and investigations

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16.10 Reporting Violations and Non-Retaliation

Supplier shall:

- Establish mechanisms for employees to report violations of laws, regulations, or ethical standards without fear of retaliation
- Promptly investigate reported violations and take appropriate corrective action
- Not retaliate against any person who reports suspected violations in good faith
- Immediately notify WCE of any violations of these ethical standards that may affect WCE products/services provided to WCE

16.11 Supply Chain Responsibility

Supplier shall:

- Flow down these ethical requirements to its subcontractors and sub-tier suppliers
- Conduct appropriate due diligence on subcontractors and suppliers to ensure compliance with these requirements
- Monitor sub-tier supplier compliance and take corrective action when necessary

16.12 Training and Awareness

Supplier shall provide appropriate training to its employees on these ethical requirements and shall maintain records of such training.

16.13 Right to Audit

WCE reserves the right to audit or assess Supplier's compliance with these ethical requirements, either directly or through a third party. Supplier shall provide reasonable access to facilities, personnel, and records for such audits.

16.14 Consequences of Non-Compliance

Failure to comply with these ethical requirements may result in:

- Requirement for immediate corrective action
- Suspension of current Purchase Orders pending corrective action
- Termination of this and future Purchase Orders
- Removal from WCE's approved supplier list
- Legal action as appropriate

17. ASSIGNMENT AND SUBCONTRACTING

17.1 No Assignment

Supplier shall not assign, transfer, or delegate this Purchase Order or any rights or obligations hereunder without the prior written consent of WCE. Any attempted assignment without such consent shall be void.

17.2 Subcontracting

Supplier shall not subcontract any work under this Purchase Order without WCE's prior written approval. Supplier remains fully responsible for all work performed by subcontractors and shall ensure subcontractors comply with all applicable requirements of this Purchase Order, including quality requirements in WCEP-211.

Supplier shall flow down all applicable requirements to subcontractors, including but not limited to quality requirements, cybersecurity requirements, export control requirements, and business ethics requirements.

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17.3 WCE's Right to Assign

WCE may assign this Purchase Order to any affiliate or to any successor in connection with a merger, acquisition, or sale of substantially all assets without Supplier's consent.

18. FORCE MAJEURE

18.1 Definition

Neither party shall be liable for delays or failures in performance resulting from events beyond its reasonable control and without its fault or negligence ("Force Majeure Event"), including but not limited to:

- Acts of God (earthquakes, floods, severe storms, pandemics)
- War, terrorism, civil unrest, or riot
- Government actions (embargoes, travel restrictions)
- Fires, explosions, or severe accidents
- Labor disputes not involving the party's own employees

18.2 Notice and Mitigation

The party experiencing a Force Majeure Event shall:

- a) Promptly notify the other party in writing of the event and its expected duration
- b) Use reasonable efforts to mitigate the effects and minimize delays
- c) Resume performance as soon as reasonably possible

18.3 Limitations

Force Majeure does not excuse:

- a) Payment obligations for goods already delivered or services already performed
- b) Supplier's failure to have business continuity plans or alternative sources
- c) Economic hardship or increased costs alone
- d) Supplier's inability to obtain materials due to poor planning or inadequate subcontractor management

18.4 WCE's Rights

If a Force Majeure Event delays Supplier's performance for more than thirty (30) days, WCE may, without liability:

- a) Terminate the affected portion of the Purchase Order
- b) Procure substitute products or services from other sources
- c) Require Supplier to provide deliverables from alternate facilities

19. DISPUTE RESOLUTION AND GOVERNING LAW

19.1 Governing Law

This Purchase Order shall be governed by and construed in accordance with the laws of the State of Georgia, United States of America, without regard to its conflicts of law principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

19.2 Jurisdiction and Venue

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Any legal action or proceeding arising out of or relating to this Purchase Order shall be brought exclusively in the state or federal courts located in Paulding County, Georgia, and both parties consent to the jurisdiction of such courts and waive any objections to venue.

19.3 Escalation Process

Prior to initiating formal legal proceedings, the parties agree to attempt to resolve disputes through the following escalation process:

- a) **Level 1:** Working-level discussion between WCE and Supplier representatives
- b) **Level 2:** If unresolved within 10 business days, escalation to management level
- c) **Level 3:** If unresolved within an additional 10 business days, escalation to executive level

19.4 Continuation of Performance

Except in the case of termination, Supplier shall continue performance of its obligations during any dispute resolution process unless otherwise directed by WCE in writing.

20. GENERAL PROVISIONS

20.1 Severability

If any provision of this Purchase Order is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

20.2 Waiver

No waiver of any provision of this Purchase Order shall be effective unless in writing and signed by WCE. Failure to enforce any provision shall not constitute a waiver of that provision or any other provision.

20.3 Cumulative Remedies

All remedies available to WCE under this Purchase Order are cumulative and in addition to any other remedies available at law or in equity.

20.4 Survival

The following provisions shall survive completion, expiration, or termination of this Purchase Order: Warranty (Section 7), Indemnification (Section 8), Confidential Information (Section 13), Intellectual Property (Section 12), Dispute Resolution (Section 19), and any other provisions that by their nature should survive.

20.5 Notices

All notices required under this Purchase Order shall be in writing and sent to:

West Cobb Engineering and Tool Co., Inc.

7267 Hiram Douglasville Hwy

Douglasville, GA 30134

Attn: Your Purchasing Agent

Supplier: To the address shown on the Purchase Order
Notices shall be deemed effective upon receipt.

20.6 Relationship of Parties

DOCUMENT TITLE	DOCUMENT ID / REV #
PURCHASE ORDER TERMS AND CONDITIONS	WCEP 208 / Rev D

Supplier is an independent contractor. Nothing in this Purchase Order creates an employment, agency, partnership, or joint venture relationship between WCE and Supplier.

20.7 Compliance with Laws

Supplier shall comply with all applicable federal, state, and local laws, regulations, and ordinances in the performance of this Purchase Order, including but not limited to those relating to labor, employment, environmental protection, health and safety, and anti-corruption.

20.8 Setoff and Recoupment

All amounts due from Supplier to WCE under this or any other agreement shall be subject to setoff and recoupment by WCE.

End of Terms and Conditions

18. REVISION HISTORY

Rev	Description	Date	Approver
IR	Initial Release. (Ref Combined the previous procedures WCEP 42-30, and 42-40; and to align with requirements of AS9100D.	02/29/2016	RD
A	Revised to update form number to meet new document control requirements; and add Conflict Minerals Statement.	01/15/2019	RD
B	Revised to add/update Section 4 "Information for Suppliers", Section 7 "Maintenance of Records" and Section 9 "Nonconforming Product"	01/22/2020	RD
C	Revised Section 4.k to define retention period.	07/12/2022	RD
D	Revised to remove supplier quality requirements (new document) and update this document with more effective language relating to legalities, contractual, and compliance of suppliers.	12/5/2025	RD