

Western Reserve Controls, Inc.

Terms and Conditions of Supply

By accepting this PO the supplier agrees to all terms and conditions listed here. Unless otherwise stated, these Terms and Conditions shall apply to all suppliers of products and services purchased by Western Reserve Controls Inc. (WRC):

SPECIFICATIONS

All products will conform to the manufacturers' specifications/datasheet for COTS (Commercial Off the Shelf) components, or specifications provided on the approved drawing/specifications supplied by WRC. All services shall also meet the contract obligations and deadlines.

VERIFICATION

For parts made to specification the parts will be subject to issuance by Supplier of check plots and/or pilot units for WRC approval prior to production. These check plots can be requested at any time at WRC's discretion. Where applicable, parts will be subject to a First Article Inspection. All services are subject to review and evaluation at WRC's discretion and may include, but not be limited to, design, development and verification files and data.

IDENTIFICATION

All products shall clearly be identified with the part number and date code and/or lot number on the component or component packaging.

TRACEABILITY

All products shall have traceability in the form of a date code and/or lot number. The packaging slip and/or component packaging will include the Part Number, Quantity, Country of Origin, and Date Code and/or Lot Number. All products shall have a Certificate of Conformance (C of C) with the following information: WRC PO Number, Part Number, Revision Level, Quantity, Serial number (when applicable), Lot Number (when applicable), a statement that certifies compliance to the drawing / specification, and a signature, date and title of the seller's responsible representative. All applicable certificates to be sent with each shipment.

COUNTERFEIT MATERIAL AND PARTS

All products shall be genuine and not counterfeit. Any occurrences of counterfeit parts or materiel will be reported, as appropriate, to customers, government reporting organizations, industry supported reporting programs, and/or criminal investigative authorities.

RECORD RETENTION

Supplier records pertaining to items/services purchased, including but not limited to manufacture, inspection, and testing shall be retained for a minimum of ten (10) years

PACKAGING

All electrostatic discharge (ESD) sensitive parts and materials shall be packaged in ESD safe packaging per the current version of ANSI/ESD S541 or equivalent. All moisture sensitive devices (MSD) shall be identified per IPC/JEDEC J-STD-022 and will be packaged and labeled according to IPC/JEDEC J-STD-033.

RESTRICTED SUBSTANCES

All products shall be compliant with the following: EU Registration, Evaluation, Authorization and Restriction of Chemicals regulation (REACH), EU Restriction of Hazardous Substances Directive 2015/863/EU (RoHS3), and Section 1502 on Conflict Minerals of the Dodd-Frank Wall Street Reform and Consumer Protection Act.

AGE OF PRODUCTS

All products and materials shall be within their manufacturer recommended shelf life when received at WRC. Where a shelf life is not specified the term of seven (7) years will be used.

DELIVERY

All products and services shall be delivered by the date specified upon on the Purchase Order (PO). Any deviation shall be communicated to WRC as soon as it is known. Supplier will work with WRC to minimize the impact on WRC's customers.

QUALITY

All products and services are to be provided through suppliers with appropriate quality certifications which may include, but not limited to the current versions of ISO9001 and AS9100. These certifications shall be available upon request by WRC.

AUDITS

WRC reserves the right to perform quality audits to any supplier at WRC's discretion. Supplier acknowledges WRC's right of access to its facilities, product, and/or related quality records at any time by WRC, its customer, and/or regulatory authorities in order to verify quality of products or work. Right of access may be limited to only those records and product applicable to WRC's products or contracts.

COMPLIANCE

Any issues with the supplier conforming to any requirements called out in these terms and conditions shall be identified to WRC by the supplier as soon as they are identified.

ETHICS

Supplier shall comply with the Aerospace Industries Association of America (AIA) *Global Principles of Ethics in the Aerospace & Defense Industry*, available for review here: https://www.asd-europe.org/sites/default/files/atoms/files/Ethics_Global_Principles.pdf

FLOW DOWN

All purchasing requirements shall be flowed down to sub-tier suppliers or subcontractors.

NON-CONFORMANCE

Supplier shall notify WRC immediately of unexpected anomalies, nonconformances, changes in product and/or process, changes of suppliers, and/or changes of manufacturing facility location. WRC reserves the right to approve such changes or incidents before work is allowed to proceed.

CORRECTIVE ACTION

Supplier acknowledges it shall apply and report suitable corrective action when requested by WRC to address complaints or nonconformance reports.

PERFORMANCE

All external providers to WRC must be aware of the importance of their contribution to product and service conformity, their contribution to product safety, and the importance of ethical behavior, including consequences for their actions.