

**Vendor Purchase Order Terms & Conditions**

**WG Henschen's General Terms and Conditions for Purchase of Goods and Services ("Terms")**

**1. Sole Terms; Acceptance.**

Each order for the purchase of goods and/or services, including work product and deliverables, ("Supplies") issued by WG Henschen ("Order") is expressly limited to these Terms. Supplier accepts the Order and these Terms by (i) written acceptance or acknowledgement, (ii) commencing performance, or (iii) acceptance of payment. Any additional or different terms proposed by Supplier are expressly rejected by WG Henschen.

**2. Buyer; Parties.**

Buyer is referred to as WG Henschen, and Supplier and WG Henschen are collectively referred to as Parties and individually as Party.

**3. Quantity; Forecast.**

3.1 Quantities purchased by WG Henschen shall be as stated in the Order, with no minimum purchase obligations. Title to Supplies (including licenses to services) shall pass to WG Henschen at the earlier of (i) payment by WG Henschen or (ii) receipt of Supplies by WG Henschen per the delivery terms in the Order. In the event of advance or progress payments, Supplier shall reasonably identify or otherwise mark Supplies as WG Henschen's property.

3.2 Any estimates or forecasts of production volumes or program durations are subject to change from time to time, with or without notice to Supplier, and shall not be binding on WG Henschen. Unless otherwise stated in the Order, WG Henschen makes no guaranty or commitment of any kind to Supplier regarding WG Henschen's requirements for Supplies.

3.3 For "blanket" or similar orders with no quantity specified, Supplier shall deliver Supplies as scheduled by WG Henschen.

**4. Pricing; Payment.**

4.1 The price of Supplies includes all taxes, tariffs, storage, handling, packaging and all other expenses and charges of Supplier. Prices are not subject to increase.

4.2 WG Henschen shall pay invoices within one hundred twenty (120) days, or other period agreed in writing, from the first batch processing date, after WG Henschen's receipt of a correct invoice, and the Parties expressly agree to such payment terms. When the Parties are not permitted to agree to payment terms in excess of local legislation, a shorter payment period may be applicable.

**5. Tax.**

5.1 Supplier is liable for and shall pay all taxes, impositions, charges and exactions except for applicable sales, VAT/GST or similar taxes that are separately stated on Supplier's invoice.

5.2 Prices shall not include any taxes, impositions, charges or exactions for which WG Henschen has furnished a valid exemption certificate or other evidence of exemption.

5.3. If any tax included in the Order was not required to be paid by WG Henschen, Supplier shall notify WG Henschen and make a prompt refund to WG Henschen.

**6. Delivery; Packing, Drayage and Containers; Expedited Delivery.**

6.1 Time is of the essence in making deliveries under the Order.

6.2 Unless otherwise stated in the Order, all Supplies shall be delivered in accordance with Incoterms 2010 FCA to the place stated in the Order or if not stated, WG Henschen's place of business.

6.3 If WG Henschen pays for transportation, Supplier shall comply with WG Henschen routing instructions, including choice of designated logistics carrier.

6.4 Supplier is responsible for the cost of boxing, crating, and packing. Supplier shall prepare, at its expense, labels as specified by WG Henschen. Supplier is liable for damage to Supplies caused by improper boxing, crating or packing.

6.5 Supplier shall pay all additional freight costs if Supplier needs to use an expedited shipping method to meet agreed delivery dates due to its own acts, omissions, or Supplier claim of Force Majeure per Section 29.3.

6.6 The supplier shall establish, document, and maintain a program to control and eliminate foreign object damage and/or contamination during the suppliers manufacturing, assembly, test and inspection and shipping process. Goods shall be shipped free of any foreign object, debris, or contamination. Packaging methods shall exclude the use of staples and/or paperclips.

**7. Customs, Exports and Related Matters.**

Supplier shall comply with all applicable import and export laws. Supplier shall assist WG Henschen in minimizing the costs of international transactions by providing documentation to support claims. Supplier is responsible for all costs associated with import and export compliance, including obtaining and paying for licenses or authorizations, certificates of origin and proper documentation for any import, export, or preferential duty claim. Any credits or refunds including tax, export or trade credits belong to WG Henschen.

**8. Changes.**

If WG Henschen requires modifications to any aspect of the Order, including drawings, designs or specifications, the Parties shall negotiate an equitable adjustment, if any, in the form of a change order or amendment. Supplier shall not make any changes without WG Henschen's prior written consent. No claim by Supplier for adjustment shall be allowed unless in writing and received by WG Henschen within thirty (30) days from the date notice is received by Supplier. Nothing in this clause shall excuse Supplier from performance of the Order as changed, including during the pendency of any claim.

**9. Inspection; Audit.**

WG Henschen or its representative may enter, inspect and/or audit on reasonable notice Supplier's plant, books and records, including by way of illustration not limitation financial audits, to verify compliance with WG Henschen's requirements.

**10. Warranties.**

Supplier warrants and represents that (a) all Supplies shall: (i) conform to the specifications, standards, drawings, samples, descriptions and revisions furnished by WG Henschen; (ii) be merchantable and free of defects in design, materials and workmanship; (iii) be fit for the purposes intended by WG Henschen, (iv) be free of all liens, claims and encumbrances, (v) be manufactured entirely with new materials and free from latent defects, (vi) be free from viruses, disabling code, and open source software, (vii) be genuine, new and unused, Parts were not subjected to conditions of extreme stress, heat or environment, and, (b) any work shall be performed in a professional manner and consistent with best industry standards.

**11. Indemnification.**

11.1 Supplier shall defend, indemnify and hold WG Henschen harmless against any losses, liabilities, damages, claims, suits, actions, proceedings, subrogation's, costs, and expenses including court costs and attorneys' fees in connection with the Order including: a) death, injury or damages to any person or property; b) recall campaigns which in WG Henschen's reasonable judgment are required; c) counterfeit parts, including parts that have been copied or substituted without

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legal right or authority; d) Supplier's use of WG Henschen's machinery or equipment, where for such claim Supplier shall assume sole responsibility; e) actual or alleged infringement, direct or contributory, of Intellectual Property rights defined in Section 24.1; f) subcontractor performance; and, g) violation of law.

11.2 On receipt of notification, Supplier shall assume responsibility for the defense of any claims, suits, actions, or proceedings for which Supplier shall indemnify WG Henschen. WG Henschen has the right to be represented and participate through its own counsel in the defense and resolution of any indemnification matters. The indemnification obligations of Supplier are independent of warranty obligations of Supplier. Supplier may not settle or otherwise dispose of any such indemnified claims, suits, actions or proceedings without the prior written approval of WG Henschen.

**12. Insurance.**

12.1 Supplier shall maintain appropriate insurance coverage, in accordance with best industry practices, with a reputable insurance company against all relevant losses, liabilities and indemnities that may arise in connection with the Order and Supplier's operations. WG Henschen may specify additional insurance coverage requirements applicable to the Order. Such coverage shall not limit Supplier's liability under the Order.

12.2 On WG Henschen's request, Supplier shall provide WG Henschen with a copy of the insurance certificate evidencing coverage.

**13. WG Henschen Standards; Industry Standards.**

Supplier, and its suppliers, if applicable, shall comply with:

13.1 WG Henschen's standards are available at <http://www.wghco.com> and incorporated by reference.

13.2 Applicable standards and inspection systems including, AS9100, ISO 9001:2000, or ISO/TS 16949:2002 quality certification and ISO 14001 environmental certification.

13.3 Industry Production Part Approval Processes (PPAP) and AS9102 FAIR as specified by WG Henschen. Supplier shall provide all relevant PPAP and FAIR information on WG Henschen's request.

**14. Environmental, Health and Safety.**

14.1 Supplier shall comply with all industry standards for environmental, health and safety ("EHS") requirements and EHS laws. If Supplier fails to comply with EHS requirements and laws, WG Henschen may stop services until Supplier has taken appropriate corrective action. Supplier shall be liable for all claims in respect of such stoppage.

14.2 Suppliers shall notify WG Henschen of the presence of SVHC candidate substances in any concentration contained in components provided to WG Henschen for distribution. WG Henschen is dependent on its supply chain for relevant chemical composition information. WG Henschen supports the objectives and requirements of both the REACH (Registration, Evaluation, Authorization, & Restriction of Chemicals) and RoHS (Restriction of Hazardous Substances) regulations to support products that are free from substances identified as SVHC candidates. To view the candidate list of SVHC, please visit <http://echa.europa.eu/information-on-chemicals>

14.3 **MERCURY FREE:** The Supplier is responsible to ensure that the goods supplied did not contain or come into contact with mercury during the manufacturing or subsequent processing.

14.4 **CONFLICT MINERAL:** The Supplier is requested to have its own Conflict Mineral Policy in the event the goods contain tin, tantalum, tungsten, or gold.

**15. Interchangeability.**

All Supplies, which were not subject to validation testing or approval by a WG Henschen customer, shall be interchangeable with like supplies purchased from Supplier previously by WG Henschen. Supplier may not make any change to any Supplies designs, processes, or procedures without WG Henschen's prior written approval.

**16. WG Henschen Property.**

16.1 WG Henschen owns all materials made available to Supplier by WG Henschen as well as all replacements of those materials ("WG Henschen Property").

16.2 Supplier shall clearly mark WG Henschen Property and safely store separate and apart from Supplier's property in good condition, bear the risk of loss and ship at Supplier's expense to WG Henschen in as good condition as originally received by Supplier, reasonable wear and tear excepted.

16.3 Supplier may not use any WG Henschen Property except for performance of work under the Order or as authorized in writing by WG Henschen.

16.4 At any time WG Henschen may inspect and remove WG Henschen Property and Supplier grants WG Henschen an immediate right of access at any time to enter Supplier's premises to inspect and remove WG Henschen Property without any liability to Supplier.

16.5 WG Henschen disclaims all warranties, express or implied, with respect to WG Henschen Property. Supplier waives all claims in respect of WG Henschen Property.

**17. Special Tooling.**

17.1 The term "Special Tooling" includes all special equipment, manufacturing aids, and drawings acquired, manufactured, or used in the performance of the Order, that are of a specialized nature.

17.2 Supplier shall only use Special Tooling for performance under the Order. Supplier shall keep Special Tooling in good condition and fully covered by insurance. Upon termination or expiration of Order, Supplier shall immediately transfer title and possession of Special Tooling to WG Henschen for an amount equal to the unamortized cost of Special Tooling or dispose of it as WG Henschen may direct.

**18. Choice of Law; Dispute Resolution.**

18.1 The Order is governed by the laws of the state of Arizona. Venue for any dispute shall be in Maricopa County.

18.2 The Parties shall attempt good faith resolution of a dispute within thirty (30) days, during which time Supplier shall perform the Order in accordance with WG Henschen's instructions. If the

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Parties are unable to resolve the dispute within that period, the Parties shall submit to an appropriate dispute resolution procedure selected by WG Henschen. THE PARTIES EXPRESSLY WAIVE ANY RIGHTS TO A JURY TRIAL (IF APPLICABLE).

18.3 If there is any dispute arising under the Order, WG Henschen and Supplier shall proceed diligently with the performance required under the Order pending resolution of the dispute.

**19. Compliance with Applicable Laws.**

Supplier shall comply with all applicable laws, statutes, rules, regulations, orders, and standards in any jurisdiction.

**20. Anti-Corruption.**

In connection with all business transactions with WG Henschen:

20.1 Supplier and its suppliers shall comply with applicable national and international anti-bribery rules, including the U.S. Foreign Corrupt Practices Act (FCPA), United Kingdom, and European Union, Organization for Economic Co-operation and Development (OECD) and Council of Europe anti-bribery rules.

20.2 Supplier shall not directly or indirectly solicit, receive or offer any form of bribe, kickback, or other corrupt payment or thing of value to or from any person or organization, including government agencies or officials, companies or personnel of those companies.

20.3 Supplier and its affiliates shall at all times keep complete and accurate books and records, and all records and information that Supplier provides to WG Henschen pertaining to the Order shall be complete and accurate.

**21. Flow-Down Requirements.**

21.1 Applicable WG Henschen supplier requirements shall be flowed down to sub-tier suppliers and processors. WG Henschen supplier requirements are as stated on the WG Henschen's Purchase order, unless explicitly specified on the Purchase order, the goods shall be produced and certified to the latest revision of the specification effective at time of purchase order, unless otherwise required on the WG Henschen's purchase order. The revision level shall be clearly indicated on packaging and certification documents. Supplier requirements include, but are not limited to:

- Customer specific flow-downs
- Special requirements for key and critical characteristics
- Special process controls
- Inspection requirements
- Certification requirements
- Special packaging

21.2 The Supplier shall establish, document, and maintain a calibration system which meets International standard ISO/IEC 17025 and national standards ANSI/NCSL Z540-1 1994 standard, and ANSI/NCSL Z 540.3 2006, or equivalent.

21.3 The Supplier shall ensure that persons are aware of (1) their contribution to product or service conformity (2) their

contribution to product safety and (3) the importance to ethical behavior.

21.4 In addition to the requirements above, if any Supplies are to be used on a U.S. Government contract, then Supplier shall comply with Defense Priorities and Allocation System (DPAS) Regulation (15 CFR 700) if the Order is rated and Supplier certifies that it, or Supplier's principals, are not debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by a Federal agency.

**22. Confidentiality.**

22.1 Any confidential, proprietary or non-public information, including drawings, descriptions, specifications and any other Intellectual Property made available to Supplier or created for WG Henschen related to the Order ("Confidential Information") is the property of WG Henschen.

22.2 Supplier and its representatives shall protect WG Henschen Confidential Information, and shall not disclose, copy, reproduce, reverse engineer or transfer Confidential Information to any third parties or use for purposes other than fulfilling its obligations under the Order.

**23. Data Security and Cybersecurity.**

23.1 Supplier may receive or have access to information relating to identified or identifiable individuals ("Personal Data"), including WG Henschen employees, temporary workers, contractors, consultants, customers or suppliers. Personal Data, in whichever form, is of a very sensitive nature, and Supplier shall keep Personal Data strictly confidential and use it (i) only within the limits authorized by WG Henschen and for the purpose of Supplier's performance under the Order, and (ii) in accordance with all applicable laws.

23.2 Supplier shall operate and maintain an information and cybersecurity program, including administrative, physical and technical safeguards, designed to protect against and prevent any unauthorized use, access, processing, destruction, loss, alteration or disclosure of Confidential Information and Personal Data ("Security"). Upon the request of WG Henschen, Supplier shall provide proof of Supplier's Security and submit its processing facilities for audit of the processing activities covered by the Order. Such audit shall be carried out by WG Henschen or its agents with the required professional qualifications and a duty of confidentiality. Supplier shall immediately notify WG Henschen of any perceived, potential or actual breach to Supplier's Security ("Breach"), and provides a full description of the Breach, the impact and mitigation efforts. Supplier will then promptly (a) investigate, remediate, and mitigate the effects of the breach; and (b) provide WG Henschen with assurances reasonably satisfactory to WG Henschen that such breach will not recur. If WG Henschen determines that notices or other remedial measures are warranted, Supplier will, at WG Henschen's request and at Supplier's cost, undertake such remedial actions.

23.3 Any software provided by or on behalf of Supplier shall not contain any computer code or other mechanism that would allow Supplier or others to access information on WG Henschen's computers, networks or products for any purpose including viewing, transmitting or conveying such information to Supplier or

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any other party. If vulnerability is discovered in any software which may be exploited by others, Supplier agrees, at Supplier's cost, to immediately take all corrective actions necessary to prevent such exploitations or identify, contain, eradicate and recover WG Henschen's assets if an exploitation occurred.

**24. Intellectual Property.**

24.1 "Intellectual Property" includes any patent, trademark, trade secret, copyright, design, know-how, or other proprietary right.

24.2 WG Henschen retains all right, title and interest in and to its Intellectual Property related to the Order. Any license of WG Henschen Intellectual Property is granted solely for the limited right to permit Supplier to perform its obligations under the Order for the sole benefit of WG Henschen.

24.3 Supplier retains its Intellectual Property that existed before this Order. Supplier grants WG Henschen a worldwide, nonexclusive, royalty free, irrevocable, perpetual license under its Intellectual Property to use, sell, repair and reconstruct Supplies and copy, distribute and create derivative works of copyrightable work product and deliverables.

24.4 Supplier hereby assigns to WG Henschen all right, title, and interest in and to all Intellectual Property in Supplies created for WG Henschen related to the Order.

24.5 Supplier shall promptly disclose all Intellectual Property owned by WG Henschen pursuant to Section 24.4, including all inventions, and shall execute any documents necessary to perfect WG Henschen's ownership therein.

**25. Product Stewardship Requirements.**

25.1 Supplier and its suppliers shall comply with all applicable Product Stewardship Requirements regardless of the place Supplies are created or delivered to WG Henschen or the ultimate place WG Henschen's own products or its customers' products are sold or used. "Product Stewardship Requirements" include laws, regulations, industry standards and WG Henschen, or WG Henschen's customer, requirements concerning (i) chemical or materials composition, labeling, recycling, take back/end-of life, and disposal, (ii) product design for safety, energy efficiency, and recyclability, or similar life-cycle requirements, and (iii) product packaging and transportation.

25.2 Supplier, at its cost, shall (i) identify chemical and material names and quantities contained in Supplies, (ii) identify chemical and material composition and information to allow safe use of Supplies, (iii) complete any Material Declaration or similar information requests by WG Henschen, (iv) complete required registration with regulatory agencies of chemical or materials composition of Supplies, (v) propose alternate solution to ensure continuity of supply if delivery of Supplies is prohibited, (vi) cooperate with WG Henschen in evaluating Supplies' environmental impact per international or other standards defined by WG Henschen, and (vii) provide WG Henschen with evidence that Supplies comply with Product Stewardship Requirements.

**26. Stop Work and Termination for Convenience.**

26.1. STOP WORK OPTION: WG Henschen, at its option, may order the stoppage of all or part of the work for a period of thirty (30) calendar days (Stop Work). Immediately upon receipt of notice of Stop Work, Supplier shall comply with its terms and take all reasonable steps to minimize the costs allocable to the work stoppage. Within such period, WG Henschen shall either: (i) cancel the stop work Purchase order, (ii) let such Stop Work expire

meaning that the Supplier will resume the work at the expiration of thirty (30) calendar days, or (iii) terminate the work covered by such Purchase order pursuant to the termination provisions herein. If a Stop Work is cancelled, Supplier shall resume work. If the suspension has a material effect on cost or delivery, an equitable adjustment shall be made in price (excluding profit) and/or delivery. No claim shall be allowed unless made in an amount stated within ten (10) calendar days after the suspension ends.

26.2 WG Henschen reserves the right to terminate the Order, or any part hereof, at its sole convenience. Upon receipt of termination notice, Supplier shall immediately cease all work and ensure all of its suppliers and subcontractors cease work. Within thirty (30) days of such termination, Supplier shall submit necessary documentation to claim reasonable termination costs if any, which shall only include Supplier's direct costs that have been incurred as a result of termination. Any claim shall be deemed waived unless asserted within thirty (30) days from Supplier's receipt of the WG Henschen's termination notice.

**27. Termination for Default.**

27.1 Upon written notice to Supplier, WG Henschen may terminate all or part of the Order if (i) Supplier defaults in the performance of any provision of the Order, including late delivery or Supplier's failure to make reasonable progress towards completion of the Order, and such default is not cured within seven (7) days, or (ii) in the event of Supplier's bankruptcy, suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.

27.2 Supplier shall be liable for, and pay to WG Henschen, any costs, including the cost for additional managerial and administrative services, in excess of the price for Supplies.

27.3 In the event of a termination for default, Supplier shall protect and preserve property in its possession where WG Henschen has an interest.

27.4 WG Henschen is entitled to a refund of all monies paid to Supplier for the terminated Order.

**28. Transition of Supply.**

In the event of termination or expiration of the Order, Supplier shall reasonably cooperate in the transition of supply, including providing information and documentation regarding manufacturing process for WG Henschen Supplies, including on-site inspections, bill-of-material data, tooling and process detail and samples of Supplies and components.

**29. Force Majeure.**

29.1 Neither Party will be in default for any delay or failure to perform due to natural, civil or political causes beyond its control and without its fault or negligence ("Force Majeure").

29.2 The following shall not constitute a Force Majeure event for Supplier: i) Supplier's ability to sell Supplies at a more advantageous price, ii) increases in Supplier's production costs, iii) interruptions in Supplier's supplies, including if a supplier fails to supply Supplier, or (iv) labor disputes or strikes at Supplier's facilities, or, (v) epidemics, pandemics, viral or disease outbreaks ("Epidemic").



29.3 The Party affected by a Force Majeure event shall promptly provide written notice to the other, explaining in detail the full particulars and expected duration of the event, and shall use its best efforts to remedy the event.

29.4 If Supplier's delivery is delayed by a Force Majeure event, WG Henschen may cancel deliveries per Section 27.

**30. Epidemics.**

30.1 Supplier will make best efforts to make delivery of Supplies during an Epidemic, including Supplier payment for expedited freight costs to meet Order delivery commitments.

30.2 Prior to the delivery of Supplies, WG Henschen may cancel Orders for reasons attributable to the outbreak of any Epidemic. WG Henschen cannot be held liable, and Supplier shall not be entitled to any damages or indemnifications resulting from an epidemic.

**31. Remedies.**

31.1 The rights and remedies available to WG Henschen are cumulative and in addition to all other legal or equitable remedies.

31.2 WG Henschen may reject Supplies that are nonconforming and return rejected Supplies without payment to Supplier. Supplier may not repair rejected Supplies unless WG Henschen authorizes repair in writing. Supplier shall reimburse WG Henschen for all damages, including incidental and consequential, caused or required by Supplier's breach or by nonconforming Supplies.

31.3 Monetary damages may not be a sufficient remedy for any actual, anticipatory or threatened breach of the Order and, in addition to all other rights and remedies that WG Henschen may have, WG Henschen shall be entitled to specific performance and injunctive equitable relief as a remedy.

31.4 WG Henschen has the right to set-off against any amounts payable by WG Henschen or its affiliates to Supplier or its affiliates.

31.5 If Supplier alleges a breach of the Order by WG Henschen, Supplier shall continue performance until such allegation is resolved.

31.6 If any portion of the Order is invalid or unenforceable, the remaining portions of the Order remain valid and enforceable.

**32. No Publicity.**

Supplier shall not make any release regarding the Order or use of WG Henschen trademark or trade name, including any public announcement or advertising.

**33. Relationship of Parties.**

Each Party is an independent contractor, and the Order shall not constitute, create, or give effect to or otherwise imply a joint venture or partnership of any kind. Neither Party shall be deemed to be an employee, agent, partner, legal representative or joint employer of the other, nor shall have any right, power or authority to create any obligation on behalf of or bind the other in any way.

**34. No Implied Waiver.**

WG Henschen's failure to insist upon Supplier's performance of any obligation or to exercise any right shall not constitute a waiver of future performance or future exercise of a right. Supplier's obligations with respect to future performance and rights shall continue.

**35. Survival.**

Any provision intended to survive termination or expiration, including Sections 10, 11, 12, 16, 17, 21, 22, 23, 24, 27, 28, 30 and 31 shall remain in full force and effect notwithstanding termination or expiration.

**36. Entire Agreement; Modifications; Updates.**

36.1 These Terms constitute the entire agreement.

36.2 Amendments can only be made by written document signed by WG Henschen and Supplier.

36.3 WG Henschen may update its Terms. Updated Terms shall apply to all Orders after the effective date of the updates. Where a web link is incorporated by reference into these Terms, the most recently updated version shall apply.

**37. Assignment; Subcontractors.**

Supplier shall not assign, subcontract or otherwise transfer any of its rights or obligations under the Order unless agreed in writing. Supplier will impose these Terms on all subcontractors and shall be liable for subcontractors' performance.

**38. Notices.**

When required by these Terms, notices to Supplier shall be sent to Supplier's address on the Order. Notices to WG Henschen shall be sent to WG Henschen's address on the Order. All notices shall be delivered personally, or by postage prepaid registered mail, return receipt requested. Notice is effective on receipt by a Party.

**39. Interpretation.**

39.1 Headings are for convenience only.

39.2 The term "including" when used in these Terms, shall mean "including, but not limited to".