



PURCHASE ORDER TERMS AND CONDITIONS

SCOPE

These requirements are supplemental to those set forth in any other contracted documents. The provisions indicated herein are an integral part of the applicable Purchase Order. Compliance with the requirements of these clauses does not reduce the supplier's responsibility for furnishing conforming materials and/or services to Westak. In the event that materials and/or services are found to be nonconforming, Westak shall have the right to reject them.

STANDARD REQUIREMENTS

Q1 Certificate of Conformance/Analysis

The supplier shall provide written certification that the article(s) delivered under this purchase order have been inspected and are in compliance with all requirements, applicable drawings, specifications, terms and conditions of the purchase order. The certificate shall contain:

1. Westak purchase order number.
2. Indication of applicable specification(s), when noted on the purchase order.

In addition, the supplier must state in the certificate that objective evidence sufficient to substantiate the Certificate of Conformance is on file and is available for Westak review. The Certificate of Conformance must be signed by a duly authorized representative of the supplier's quality function. One (1) reproducible copy of the Certificate of Conformance shall be supplied to Westak concurrent with each delivery of article(s). Certificate of Conformance from distributors shall comply with all the above requirements, and shall have a copy of the original manufacturers Certificate of Conformance attached thereto.

Q2 Quality Program Requirement

The manufacturer supplier and distributor supplier shall establish and maintain a quality system that complies to ISO 9001, AS9100 or an approved alternative quality system.

Q3 Product Design or Process Changes

On any items produced for or supplied to Westak provided controlled drawings or specifications, Westak shall be notified as soon as possible for authorization of any design or manufacturing process changes prior to implementation of such changes. These changes include, but are not limited to, raw materials, hardware, plating, coating, soldering, and chemical or metallurgical processes.

Q4 Records and/or Reports

Inspection system provisions require the supplier to prepare, utilize and maintain inspection and test records. Upon request, the supplier shall submit a copy of all inspection records completed in performing final inspection of the units shipped. Actual lot test date in the form of a certificate of analysis meets this criteria. Vendor shall retain all records pertaining to material, manufacturing processes, special processes, testing, and inspection for seven (7) years.

Q5 Limited Shelf Life Materials

The supplier shall identify all materials and articles which have definite characteristics of quality degradation with age and/or environment. The supplier shall supply this information on the container or accompanying documentation. This identification shall indicate the date useful life was initiated and the date and/or cycle at which the useful life will be expended. When environment is a factor in determining useful life, the identification shall include the storage conditions (i.e., temperature, humidity, etc.) required to achieve the stated life. The applicable materials/article shelf life per Westak raw material specifications shall remain upon receipt of the material by Westak or the material is

subject to rejection and return to the supplier. The shelf life start date shall be the date of manufacture (DOM) from the manufacturer or as otherwise specified by the manufacturer in writing.

Q6 Packaging Requirements

Supplies delivered on this purchase order shall be packed, packaged, and preserved in a manner affording adequate physical protection from damage and deterioration during normal handling, shipping or storage. Best commercial practices shall be used.

Q7 Packaging Requirements - Identification

Each shipping container shall be identified with, or include a packing slip that includes:

1. Purchase Order Number.
 2. Label with Part Number (Westak).
 3. Quantity.
 4. Item Description.
 4. Lot Number (when applicable).
 5. Cure Date (when applicable).
 6. Static Sensitive Warning (when applicable).
- A packing slip must be included in the shipment.

Q8 Special Process Control

Changes in the controlled status of special processes or certified operators, such as relocation of facility, changes in method, and changes in significant personnel, shall be submitted to Westak for approval prior to implementation. The supplier shall maintain records of certified processes and personnel which reflect the current status and the results of tests or examinations of such processes and personnel. The supplier shall make such records available to Westak upon request. The suppliers shall include the provisions of this clause in any order placed with suppliers at any tier for material or services required under this order.

Q9 Static Sensitive Materials

The following requirements apply to materials, devices or assemblies capable of being degraded, damaged or destroyed by static electrical discharge.

1. All items shall be preserved, packaged and packed in such a manner as to preclude their exposure to the generation or discharge of static electrical potential.
2. Packaging shall be clearly marked or labeled to indicate that the contents are subject to damage or degradation by static electricity.
3. A distributor's system for Electrostatic Discharge Sensitive (ESDS) device protection shall be compliance with JEDEC publication No. JESD625-A (latest revision).

Q10 Government, Customer or Regulatory Agency Inspection

Westak, Government, Customer or Regulatory Agency reserves the right of access to all applicable areas of all facilities, at any level of the supply chain involved in the order, to inspect any or all of the work included in this purchase agreement, including all applicable records. Verification by the customer shall not absolve the supplier of the



responsibility to provide acceptable product, nor shall it preclude subsequent rejection by customer. Supplier shall be notified if Government, Customer or Regulatory Agency inspection is required.

Q11 Flowdown of Requirements (DFARS 252.225-7014 (Attachment 2))

When required by contract or PO, raw material or items which contain "specialty metals" (defined as certain steel and other alloys, titanium, and zirconium) shall be acquired from domestic or "qualifying country" sources.

Q12 Compliance with Laws

Seller shall comply with all applicable state, federal and local laws and regulations. Seller agrees to indemnify and hold Buyer harmless from and against any and all costs, expenses, penalties or other liabilities attributable to Seller's violation of this condition.

ITAR: Seller acknowledges that this entire document (or drawing) constitutes Technical Data within the definition of the U.S. International Traffic in Arms Regulations (ITAR), and is subject to the export control laws of the United States. Transfer of this technical data by any means to a foreign person or foreign entity, whether in the United States or abroad, without a prior export license or other approval from the U.S. Department of State, is prohibited. EXPORT COMPLIANCE STATEMENT: The information contained herein is or may be controlled by the International Traffic in Arms Regulations (ITAR), 22 CFR 120-130 and may not be exported or disclosed to a foreign person, whether in the United States or abroad, without prior U.S. Government written approval.

RoHS: Seller warrants and agrees that the goods or services sold to Buyer under this Order and specified to be "RoHS compliant" shall be fully compliant with the European Union Directive No. 2002/95/EC on the Restriction of Hazardous Substances ("RoHS"). Upon Buyer's request, Seller shall promptly provide Buyer with access to all necessary information and records evidencing the goods' RoHS compliance. Additionally, Seller shall promptly provide material declarations upon request with respect to the goods provided to Buyer hereunder.

REACH: Seller warrants and agrees that each chemical substance or its preparations on their own or contained in goods sold or otherwise transferred to Buyer is pre-registered if required, and registered if required, under Regulation (EC) No. 1907/2006 ("REACH"), is not restricted under Annex XVII of REACH and if subject to authorization under REACH, is authorized for Buyer's use. Seller shall notify Buyer if it decides not to pre-register or register substances that will be subject to registration under REACH and that are contained in goods supplied to Buyer or supplied to Buyer on their own at least 12 months before their registration deadline. Upon request from Buyer, Seller shall provide Buyer with access to all relevant information on substances meeting the criteria under REACH Annex XIV (the "candidate list") including the

name of the substance, where the substance is used, and sufficient information to allow Buyer to safely use the goods or fulfill its own obligations under REACH.

Q13 SEC

Section 1502: Seller warrants and agrees that all products applicable under the SEC Sec. 1502 requirement for reporting conflict minerals originating from the Democratic Republic of Congo (DRC) have been properly reported and are disclosed to purchaser in documents accompanying shipments of any minerals subject to this provision.

Q14 Counterfeit Parts Prevention

All electrical, electronic and electro-mechanical parts delivered and/or used in the manufacture of products shall be from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEM) or their franchised dealer or an authorized distributor. Parts shall not be acquired from independent distributors or brokers unless specifically authorized in writing by the buyer. The Seller shall verify the procurement source and associated certifying paperwork. Appropriate inspection and/or test methods shall be used to detect potential counterfeit parts and materials. The Seller shall flow this requirement down to all sub-tier suppliers to prevent the inadvertent use of counterfeit parts and materials. The Seller shall specify on their purchase order to the sub-tier suppliers that they shall only procure electrical, electronic and electro-mechanical parts from the original manufacturer of the part of the original manufacturer's authorized distributor or authorized franchised dealer only.

SPECIAL REQUIREMENTS

Q15 Subcontracted Services

Requested services are to be performed by the contracted supplier. Supplier is not permitted to flowdown services to a Sub-tier without prior written approval of Westak.

Q16 Standard Calibration System Requirement

Calibration Systems, as a minimum, must meet requirements of ISO 10012 or comparable specifications.

Vendor Acknowledges the Following:

Vendor Name _____

Receipt / Acceptance of this Agreement Yes No

Receipt of the Following RMS Documents Yes No

RMS _____ RMS _____

RMS _____ RMS _____

RMS _____ RMS _____

Name _____ Date _____

Title _____