

Terms and Conditions

General: As a supplier to **WGS Systems LLC (WGS)**, you become a key contributor to the products and services that we deliver to our customers. We value the conformance of your products and services to our specifications and requirements, your contribution to our product's safety, and your ethical business practices. If you provide a bid for this RFQ, it is understood that your organization agrees to meet the following **AS9100** requirements whenever a WGS purchase order specifies that the order is for an **aircraft product** subject to **AS9100** requirements, hereafter called an **"aircraft product"** order.

Scope: These terms and conditions apply to all external suppliers and sub-tier suppliers which furnish products, processes, or services to be incorporated into WGS's contractually deliverable aircraft products.

1. When indicated on the WGS purchase order, suppliers must use WGS's customer-approved special process sources (anodize, heat treat, welding, etc.).
2. WGS is to be contacted (by the supplier) in the event of nonconforming product/material. Arrangements for the approval of supplier nonconforming product/material must be as directed by a WGS authorized manager or designee.
3. The supplier shall notify WGS of any changes to a product and/or process, including changes of external providers or location of manufacture, which may affect conformance to specifications or requirements, and to obtain approval from an authorized WGS manager or designee prior to production. If a First Article of Inspection (FAI) was required by the contract for the first product, a new FAI shall be required from the supplier.
4. WGS, our customers, and regulatory authorities retain the right of access to supplier records applicable to product conformance to specifications, which shall be retained for four years from the date of purchase order.
5. WGS will require our external providers to apply the appropriate controls to their direct and sub-tier external providers to ensure that product requirements are met. The appropriate controls may include customer/regulatory/AS9100 specific requirements and will be indicated on the WGS purchase order.
6. WGS performs inspection activities to ensure that purchased product meets requirements, including:
 - a. Receiving inspections (of supplier products / services / documents). WGS verifies the authenticity of the appropriate certificate of conformity, material certificates, etc. and other accompanying documentation by review and comparison (as is appropriate) to the drawing and/or industry specifications, or by other means. When necessary, WGS may inspect or audit at the supplier's facility.
 - b. Product inspections to ensure they meet requirements, dimensions, etc. Special processes (anodizing, heat treat, welding, etc.) where compliance cannot be verified by inspection will require a Certificate of Conformity.
 - c. Product/service conformity and on-time delivery will be monitored by WGS

7. When WGS or its customer intends to perform verification at the supplier's premises, WGS will first state the intended verification arrangements and the method of product release. This information will be communicated on the WGS RFQ, purchase order, or via another acceptable purchasing arrangement.
8. To ensure product identification and traceability, WGS will institute controls that include the requirement of Material Certificates, Certificates of Conformity, and/or other supporting documentation from its suppliers as is appropriate. These requirements may be specified on WGS's RFQ, purchase order, or may otherwise be communicated to the supplier.
9. Qualified and competent persons must perform all special process.
10. WGS requires that the Supplier have policies and procedures to identify potential Counterfeit Parts from suppliers. Seller shall immediately notify WGS with the pertinent facts if Supplier becomes aware of or suspects that Counterfeit Parts may have been used in a product delivered to WGS. In the event products delivered under this order constitutes or includes Counterfeit Parts, Supplier shall, at its expense, promptly replace such Counterfeit Parts with genuine parts conforming to the requirements of this order. Notwithstanding any other provision in this order, Seller shall be liable for all costs relating to the removal and replacement of Counterfeit Parts.

INFORMATION TECHNOLOGY

WGS requires that the Supplier maintains data protection processes and systems to adequately protect specifications, information, data, drawings, software, and other items which are given to the Supplier. If an event occurs where the Supplier knows, or believes that WGS's Data has been accessed, acquired, or disclosed to unauthorized individual(s) (i.e. "Security Incident"), the Supplier shall use reasonable efforts to investigate, contain, and remediate the Security Incident and notify WGS in writing no later than 48 hours after discovering the Security Incident. The Supplier shall encrypt emails to WGS regarding Security Incidents using industry standard encryption methods. The Seller shall ensure equivalent terms, to those contained within this Clause 11, and are incorporated into agreements with their suppliers so that Buyer Data is adequately protected in further sub-tiers of the supply chain.

NOTIFICATION OF INELIGIBILITY FOR AWARD

By acceptance of this order, Seller certifies that it or its principals are not excluded from participation in US Government procurement and/or sales programs. Further, during the performance period of this order, the seller agrees to provide immediate notice to the Buyer representative (as identified herein) in the event of being suspended, debarred, or proposed for debarment by any Department or Federal Agency.

EXPORT CONTROLS

Seller shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR) (jointly, "Export Controls"). If Seller engages in the manufacturing or exporting of defense articles or defense services, Seller certifies that it is registered with the U.S. Department of State, Directorate of Defense Trade Controls (DDTC) and meet the eligibility requirements pursuant to 22 CFR 120.1(c).

EXPORT CONTROLS *cont.*

Seller shall notify buyer if any deliverable under this Contract is regulated by any Export Controls, and prior to delivery, shall provide in writing the export classification (U.S. Munitions List (USML) Category or Export Control Classification Number (ECCN) and Harmonized Tariff Code (HTS) or Schedule B Number) of any such item or controlled technical data/technology. Seller warrants that each classification provided to Buyer has been determined in accordance with the ITAR and EAR order of review and will provide notice in writing of any changes in the export classification information. Seller agrees that it will not transfer any export-controlled item, technical data, technology, or service, to include transfer or release to foreign persons employed by or associated with, or under contract to Seller or Seller's lower tier suppliers, unless authorized by the United States government under a license, license exception/exemption, or No License Required ("NLR"). Seller further represents that it, nor any subsidiary or affiliate, is identified in the U.S. Department of Commerce Denied Persons List, Entity List, or Unverified List; the U.S. Treasury Department's List of Specially Designated Nationals and Blocked Persons (SDN List); and the State Department's Debarred List or Nonproliferation Sanctions List. These lists can be found on the U.S. Government's Consolidated Screening List <http://apps.export.gov/csl-search>. Seller shall immediately notify Buyer if it becomes listed in any such list.

NON-DISCRIMINATION IN EMPLOYMENT/EQUAL OPPORTUNITY CLAUSE

The Seller agrees not to discriminate in any manner against any employee or applicant for employment because of age, race, color, age, disability, marital status, religion, creed, sex, sexual orientation, national origin, ancestry unrelated in nature and extent to reasonably preclude the performance of such employment; and to post in a conspicuous place available to employees and applicants for employment, notices setting forth the substance of this clause. Seller shall ensure it is in full compliance with 5 C.F.R. § 7201,

ANTI-CORRUPTION

The Seller represents that it has not received or given any gifts, kickbacks or gratuities, nor participated in any other conduct in connection with this Purchase Order that violates Buyer's Ethics and Anti-Corruption Policy.

COMPLIANCE WITH LAWS

Seller shall comply with applicable Federal, State, and Local laws, and rules and regulations issued pursuant thereto, and shall indemnify Buyer against any loss, liability, or damage occasioned by reason of Seller's violation of this paragraph. The Seller further warrants that all equipment and materials delivered under this Purchase Order are in conformance with the latest Occupational Safety and Health Administration (OSHA) requirements. Further, in accordance with the Occupational Safety and Health Act of 1970, Seller shall provide all Safety Data Sheets for materials provided, bought, or delivered to Buyer in performance of this Order.

Revision History

[illegible]