

# WILL-MANN, INC. TERMS AND CONDITIONS

By accepting the order, the supplier accepts the following terms and conditions from Will-Mann, Inc. when identified on the purchase order:

1. The supplier shall provide product in strict conformance to specifications and requirements as specified on the purchase order by qualified personnel. Notification shall be issued to Will-Mann, Inc. if the supplier changes a product, process definition or has non-conforming processes or services is required to obtain approval from Will-Mann, Inc. prior to delivery. All special processes shall be completed to the latest specification revision available as of the date of the Purchase Order, unless specifically stated otherwise in the body of the P.O. Supplier shall maintain a process for the prevention of counterfeit parts.
2. The supplier shall maintain a quality management system in compliance to all requirements of the purchase order. Supplier shall conform to purchase order requirements and will be monitored for On Time Delivery and Quality of Product. All suppliers shall maintain a level of 90% or higher to remain on Will-Mann's AVL.
3. Will-Mann, Inc. and their agents shall have the authority to inspect product at the supplier's facility before acceptance. The supplier warrants that the material delivered is of the quality ordered, is free of all defects, and meets all drawing requirements. If the product is found to be defective Will-Mann, Inc. shall have the right to return the product for rework or credit at the expense of the supplier. Supplier shall supply test specimens when required.
4. The supplier shall provide a certificate of conformance with each delivery of product against the purchase order. The certificate shall provide at a minimum, the following information:
  - a. Supplier's name and address
  - b. Date certificate issued
  - c. Will-Mann, Inc. purchase order
  - d. Specifications or required drawing requirements and revision
  - e. A statement of quality stating that all material used is in accordance with the applicable specifications. All processes prescribed in the drawing or purchase order meets the specification requirements. All required inspections and/or tests have been successfully completed.
  - f. Signature and title of the authorized company management representative.
5. Packing and shipping: the supplier shall ensure that the procured product receives the required cleaning, preservation and packing and is free of foreign object or debris. Good commercial packaging shall be provided when not further specified in the purchase order. Other shipping instructions shall be included in the purchase order and shall be accompanied by the following documentation:
  - a. All data and documents required by the purchase order (for example, certifications, test data, inspection data, test reports, airworthiness approval, etc.)
  - b. Identification of the purchase order number, part number, part name (as provided), quantity, unit of measure and serial number, if applicable.
6. Failure Analysis: when requested by Will-Mann, Inc. the supplier shall perform a failure analysis and prepare a report providing at a minimum the following information:
  - a. Reject document identification number
  - b. Description of the failed items or components
  - c. The cause of the failure
  - d. The corrective action to prevent future failures
  - e. Effectivity of the corrective action
  - f. Purchase order number
  - g. Quantity
  - h. Date
7. Fail to process per Will-Mann, Inc. instruction on the purchase order which results in a scrapped part, will be sole financial liability of processor. Cost determined by material, manufacturing, and pre-existing processing costs.
8. All records shall be kept for a minimum of 10 years as of the date shown on Purchase Order.
9. Will-Mann, Inc. customers, and any of its regulatory authorities shall have right of access to all facilities involved in the procurement of this purchase order and access to all applicable records.
10. All requirements listed here and on the purchase, order will be flowed down to sub-tier suppliers including key characteristics if any. Supplier will use designated or approved external providers when required.
11. The need for Product Conformity / Safety and Ethical Behavior.