

1. Acceptance of Contract - DAVWIRE (hereinafter referred to as "Buyer") shall not be bound by this order unless and until the addressee (hereinafter referred to as the "Seller") executes without alteration and returns to Buyer the acknowledgement copy of this order. Seller shall be bound by this order and its terms and conditions when it executes and returns to Buyer the said acknowledgement copy, when it otherwise indicates its acknowledgement of this order or when it commences performance or delivers to Buyer any of the goods ordered herein or renders for Buyer any of the services ordered herein. The within order and acknowledgement copy executed as aforesaid constitute the entire agreement between Buyer and Seller and, subject to clause 2, all oral or written agreements, representations and undertakings other than as may be incorporated in the said order and acknowledgement are void; provided however that Buyer and Seller may at any time after the date hereof modify the within order by a document in writing signed by both Seller and a duly authorized representative of Buyer.
2. Conduct of the Work -
 - a) Vendor shall apply to DAVWIRE for any explanation which it may require to the meaning and intent of any clause in the specifications, terms, conditions, and materials of this Purchase Order and, shall be held responsible for any errors or losses resulting from failure to request such explanation.
 - b) As required by the drawing or work instruction, Vendor is obligated to use approved materials, procedures, processes and/or equipment. Should the vendor require assistance in sourcing or locating the necessary materials, procedures, processes and/or equipment, then the vendor must submit a request in writing to DAVWIRE prior to commencement of work. When allowed in the drawing or work instruction, sampling inspection must be performed per a sampling plan that is appropriate for use in the acceptance of product. Sampling activity shall preclude the acceptance of lots whose samples have known nonconformities (C=0). Failure to meet/comply to the above shall lead to rejection of vendor's products and could lead to removal from DAVWIRE's Approved Vendor List.
 - c) Vendor's personnel conducting the work shall be competent on the basis of appropriate education, training or experience and hold applicable qualification required within the process specifications.
 - d) Product and/or service provided by Vendor affects the quality and safety of DAVWIRE deliverable. Vendor shall ensure that work performed by its employees and sub-tier suppliers is performed in a professional manner and in respect of ethical standards.
3. Changes - Buyer may at any time, by a written order, and without notice to the sureties, make changes in any one or more of the following:
 - a) Drawings, designs, or specifications,
 - b) Method of shipment or packaging,
 - c) Place or method of inspection, delivery, or acceptance,
 - d) Time or times for delivery, if any such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the order shall be modified in writing accordingly.
 - e) Any claim for adjustment under this paragraph shall be deemed waived unless asserted to Buyer in writing and received by Buyer within twenty (20) days from the date of receipt by the Seller of said document. The amount of the claim shall be stated when it is submitted, or later but not to exceed forty-five (45) days from the date for assertion of the claim which later date shall be notified to Buyer at the time of the assertion. Nothing in this clause shall excuse Seller from promptly proceeding with the order as changed.
4. Invoicing - Two copies of commercial invoice with supporting documentation as may be called for elsewhere herein, to be mailed to DAVWIRE Accounts Payable Department or e-mail to AP@dawwire.com
5. Customs Requirements - Customs M.A. invoice required with each shipment to be properly completed showing number of parcels, fair market value, unit price, selling price and signature. Two copies of the M.A. invoice shall accompany shipment and three copies airtailed to DAVWIRE, Customs department (Broker as indicated on Purchase Order).
6. Delivery - Time shall be of the essence of this order and, in the event that delivery of goods is not made in the quantities and at the time or times specified, or rendering of services is not completed at the time or times specified, Buyer may, at its sole option and without incurring any liability and in addition to all other rights and remedies which it may have pursuant to this order, take either of the following courses of action:
 - a) Direct expeditious routing of goods (the difference in cost between the expedited routing and the order routing cost shall be paid by Seller).
 - b) As to goods not yet shipped or services not yet rendered, terminate this order by notice in writing and purchase substitute goods or services elsewhere and charge the Seller with any loss, direct or indirect, thereby incurred.
7. Inspections and Acceptance - Inspection of, payment for, or receipt at the premises of Buyer of any goods or services under this order shall not constitute acceptance thereof. The goods and services are subject to inspection and approval by Buyer and any Buyer customer concerned, if applicable, and Seller shall give to the accredited representatives of Buyer or the Buyer customer concerned or both of them any reasonable assistance requested by either or both of them such as supply of sample quantities and access to Seller's plant and equipment, to enable them to perform the aforementioned inspections. Buyer shall be the final judge as to the acceptability of the goods or services. Buyer reserves the right to retain any or all usable portions of shipment which do not pass inspection, and in such case will pay to Seller a reasonable price, therefore. Buyer may accept or retain any such portions of the goods or services or return the goods at Seller's expense as Buyer may decide. Where rework is required to meet specification requirements, such rework shall be arranged for by Seller at no additional cost to Buyer.

Buyer shall not be liable for failure to accept any part of the goods or services, if such failure is the result of any cause beyond Buyer's control. Without limiting the generality of the foregoing, Buyer shall not be liable if such failure to accept results from fire, flood, act of God, strike, differences with employees, casualties, delays in transportation, or total or partial shutdown of Buyer's plant for any cause.

No reimbursement shall be made for goods (whether raw or in the course of manufacture or manufactured) or services rejected by Buyer pursuant to this clause 6. In the event of rejection, Seller shall bear all applicable taxes (whether customs or excise taxes, retail sales taxes or any other kind of taxes whatsoever) duties, costs of crafting, boxing and packaging and all delivery costs.
8. Default - In the event of default by Seller (including but not limited to failure to provide, within the time specified in this order or specified by Buyer pursuant to clause 2 hereof, goods or services which pass inspection) and after a period of fifteen days from the date such default occurred, Buyer may retain or obtain any goods or services either wholly or partially completed by Seller or obtain from any source the goods or services required to complete this order, deducting from monies due or which may become due under this order or any other order between Seller and Buyer, any additional costs incurred by so procuring the required goods or services or completing same or both. Or Buyer may demand that the amount be paid by Seller and such sum shall become due and payable fourteen (14) days after the dispatch of notice from Buyer to Seller.
9. Buyer Property - All tools, jigs, dies, patterns, gauges, equipment, material, specifications, drawings, etc. loaned or supplied by Buyer to Seller for incorporation into or to aid in the manufacture to the goods and services are to be preserved in good condition and Seller shall be liable for any damage to said tools, jigs, dies, patterns, gauges, equipment, material, specifications, drawings, etc. caused through Seller's fault or negligence, but not for ordinary wear and tear. Seller is responsible for the security and

protection of all tools, jigs, dies, patterns, gauges, equipment, material, specifications, drawings, etc. loaned or issued to him for the execution of this order and whether or not this order falls within the scope of the Official Secrets Act, is to regard as confidential all technical data such as drawings, specifications, loaned or issued to him for the execution of this order and must not copy or reproduce or allow to be copied or reproduced or furnished to others any information contained therein without the written consent of Buyer. Title to all tools, jigs, dies, patterns, gauges, equipment, material, specifications, drawings, etc. loaned or supplied to Seller or acquired by Seller for use in the performance of this order and for which Seller is entitled to be reimbursed hereunder, shall remain, vested in Buyer, and shall be returned forthwith at Buyer's request or disposed of according to Buyer's instructions.

10. Warranty - In addition to any warranty, express or implied by law or otherwise, and notwithstanding prior acceptance by Buyer, you shall replace without cost to Buyer any article or part which may become defective by reason of faulty material or workmanship within twelve months of the date of delivery to Buyer, or within twelve months of the date of resale to a customer of Buyer.
11. Assignment - None of the sums due or to become due, nor any of the services to be performed or goods to be supplied under this order shall be assigned, nor shall any part of this order be subcontracted by Seller without the prior written consent of the Buyer. Subject to the foregoing, this order shall ensure to the benefit of and be binding on the successors and assignees of Seller and Buyer respectively.
12. Patents - Seller represents and warrants to Buyer that the goods or the production thereof, or the services or the performance thereof do not constitute infringement of any patents, inventions, trademarks, copyrights, covenants, or letters patent and agrees to indemnify and hold harmless Buyer against all costs and expenses, including damages, party-party costs and solicitor-client cost and agrees to defend at Seller's own expense all suits, actions or proceedings in which Buyer or Buyer's customers are made parties and further agrees to pay and discharge all judgments, decrees or penalties which may be rendered in any such suit, action, or proceedings against such parties.
13. Prices - Seller warrants that any prices charged herein do not exceed the prices charged by Seller to other customers in substantially similar transactions. Where the price of goods or services is on a cost reimbursement basis Seller shall maintain proper accounts and records covering the cost of the manufacture of the goods or performance of services and shall retain all invoices, receipts, and vouchers, etc. relating thereto. Such accounts, records, invoices, receipts, and vouchers shall be open for inspection by the accredited representatives of Buyer and/or Governmental Department concerned whenever required, and Seller shall render all reasonable assistance necessary to enable the accredited representative of Buyer and/or Government Department concerned to carry out such inspection. The accredited Buyer/Government representative may make copies of or take extracts from the said accounts, records, invoices, receipts, and vouchers, etc. should he deem it necessary.
14. Buyer Supplied Material - Where Buyer supplies any constituent materials for use in the performance of this order all covering Packing and Shipping Documents issued by Seller are to be identified along the following lines and signed by a responsible representative or Seller. "We hereby certify that the products covered by this document have been manufactured from properly identified and classified materials including materials supplied by Buyer".
15. Termination
 - a) Notwithstanding anything in this order contained, Buyer may at any time, by giving notice to Seller, terminate, modify, or reduce this order as regards all or any part or parts of the work not then completed. Upon such notice being given, Seller shall cease work (including the manufacturing and/or procuring of materials for the fulfillment of this order) in accordance with and to the extent specified in such notice. Buyer may, at any time for from time to time, give additional notices with respect to any or all parts of the work which remain to be completed after the giving of any previous notice or notices.
 - b) In the event of any notice being given under the provisions of this clause:
 - i. All work completed by Seller hereunder before the giving of any notice and all work completed hereafter pursuant to any notice, shall be paid for (subject to acceptance by Buyer) in accordance with the provisions of the order as herein provided.
 - ii. In respect of work not completed hereunder before the giving of such notice, and not completed thereafter pursuant to any notice, Seller shall be entitled to be reimbursed the actual cost to Seller of such not completed work and to receive in addition an amount representing a fair and reasonable profit in respect of the work done thereon for the purposes of this subdivision.
 - iii. "Cost" shall include direct labor costs, indirect labor and/or overhead charges, depreciation of plant and equipment (at rates not in excess of those allowable by the Income Tax Division of the Department of National Revenue in respect of the fiscal period or periods in which the work is performed) and the cost of materials and parts incurred or procured by Seller (including materials and parts contracted for and for which Seller is obligated to make payment) in respect of a properly apportionable to the performance of this order and not included in the price paid or payable to Seller in respect of work completed by the Seller before or after the giving of any notice hereunder.
 - c) No reimbursement shall be made to Seller in respect of deliveries which are in arrears at the time of the giving of a notice pursuant to subparagraph (a) of this clause 14 unless Buyer has, pursuant to the provisions of clause 2, extended the time for delivery for a period greater than the period by which such delivery is in arrears.
 - d) In no case shall Seller be entitled to be reimbursed for any amount, which taken together with any amounts paid or due or becoming due to Seller under this order that shall exceed the total price or applicable item prices for the work to be performed under this order.
 - e) The Seller shall have no claims for damages, compensation, loss of profit allowance or otherwise by reason of or directly or indirectly arising out of any action taken or notice given by the Buyer under or pursuant to the provisions of this clause except as said to the extent herein expressly provided.
16. Notice - All notice required to be given under the terms of this order shall be and be deemed to be properly given if made in writing addressed to the Seller at his recognized address appearing elsewhere in this order, and to Buyer at his recognized address appearing at the head of this order.
17. Compliance with Applicable Laws - The terms and conditions of this order shall be strictly subject to all laws, orders-in-council, directives and regulations of the Canadian Government or any competent department thereof, affecting the rights and obligations of Buyer as prime contractor with reference to re-negotiations and/or work stoppage and/or cancellations, and this shall be construed and determined in accordance therewith and shall be subject to similar re-negotiations and/or work stoppage and/or cancellations as between Seller and Buyer herein. In the event of any inconsistency or conflict between this order, and any laws, orders-in-council, directives, and regulations the latter shall prevail and govern.
18. Applicable Law - The within order and the terms and conditions thereof shall be interpreted and construed in accordance with the laws of the Province of Ontario.
19. Document Marking and Use - Seller agrees that any documents, such as drawings or any printed or written material containing instructions, data, or information, furnished to Buyer in connection with this order, shall be free from confidential, proprietary, or restrictive use marking, other than statutory patent, or any Government security notices. Buyer, its customers, agents, or assignees, may duplicate or use such documents in connection with further manufacture, use or disposition of the material furnished under this order, and may remove, obliterate, or ignore any marking on such documents not authorized by this clause.

20. Proprietary Information and Disclosure - Seller agrees that proprietary information disclosed by Buyer or transmitted to Seller for the purpose of this order and identified as proprietary shall be held in confidence and shall be used only in performance of this order. If Seller desires to employ Buyer's proprietary information for uses other than those specifically allowed hereunder, Seller agrees to negotiate with Buyer to formulate a mutually satisfactory licensing agreement.
- The Seller shall not without Buyer's prior written consent
- Disclose any information concerning this subcontract or the goods or services to any person to whom such information is not necessary in connection with the performance of this order, or
 - Release any publicity or advertising concerning this order or the goods or services.
21. Bankruptcy or Insolvency - In the event that you should admit in writing your inability to pay your debts as they become due, or should file a petition in bankruptcy, or in the event that a petition in bankruptcy should be filed against you and you should be adjudicated a bankrupt, or that you should have a receiver or trustee appointed, either in voluntary or involuntary proceedings, or that you should make an assignment for the benefit of creditors, we reserve the right, without prejudice to our right to damages, to consider this order as breached and terminated ipso facto upon such event, with respect to any or all supplies not delivered prior to such termination and to recover any amounts theretofore paid on account thereof.
22. With receipt of the Purchase Order Seller has already completed due diligence and has determined necessary conflict minerals in the products supplied did not originate in the Democratic Republic of the Congo or an adjoining country and are "DRC Conflict Free"
23. Government Selective Evaluation - During performance on this order, your quality control or inspection system and manufacturing processes may be subject to review, verification, and analysis by authorized government representatives. Government Quality Authority or government representative will be given access to our subcontractors/suppliers' facility when required. Government release of product prior to shipment is not required unless you are otherwise notified by DAVWIRE.

QUALITY ASSURANCE CLAUSES

Refer to Purchase Order for applicable quality clauses

QA1.0 ISO 9000 System Requirement

a) The supplier must maintain a quality management system that is **registered to ISO AS9120**: Model for Quality Assurance based on AS 9100 which adds 100+ additional requirements that are specific to distributors who carry aircraft components like, fasteners, electronics, gaskets, etc. It helps ensure that they handle the materials properly and track the part from OEM to customer.

Applies to companies that procure parts, materials and assemblies and sell these products to a customer in the aviation, space, and defense industries. This includes organizations that procure products and split them into smaller quantities. The system is subject to approval and/or periodic review by DAVWIRE. DAVWIRE contracted suppliers are responsible to document and control any portion of this contract that is to be performed by them and extend applicable portions of this contract to any tertiary suppliers.

b) The supplier must maintain a quality management system that is **registered to ISO AS9100** the international management system standard for the Aircraft, Space and Defense (AS&D) industry. The standard provides suppliers with a comprehensive quality system for providing safe and reliable products to the aerospace industry. AS 9100 also addresses civil & military aviation requirements. The system is subject to approval and/or periodic review by DAVWIRE. DAVWIRE contracted suppliers are responsible to document and control any portion of this contract that is to be performed by them and extend applicable portions of this contract to any tertiary suppliers.

c) The supplier must maintain a quality management system that is registered to ISO 9001: the internationally recognized standard for the quality management of businesses. It applies to the processes that create and control the products and services an organization supplies. The system is subject to approval and/or periodic review by DAVWIRE. DAVWIRE contracted suppliers are responsible to document and control any portion of this contract that is to be performed by them and extend applicable portions of this contract to any tertiary suppliers.

d) The supplier must maintain a quality management system that is **registered to ISO/IEC 17025** the internationally recognized standard that specifies the general requirements for the competence to carry out tests and/or calibrations, including sampling. It covers testing and calibration performed using standard methods, non-standard methods, and laboratory-developed methods. It is applicable to all organizations performing tests and/or calibrations. These include, for example, first-, second- and third-party laboratories, and laboratories where testing and/or calibration forms part of inspection and product certification. The system is subject to approval and/or periodic review by DAVWIRE. DAVWIRE contracted suppliers are responsible to document and control any portion of this contract that is to be performed by them and extend applicable portions of this contract to any tertiary suppliers.

QA2.0 Sampling Plan

Product inspected by a sampling plan for delivery on this purchase order must use an acceptance number zero, i.e., accept on zero defects and reject the lot on one or more defects. AQL's may be used to establish the proper sample size, however, the acceptance number is zero.

QA3.0 Test Data

Test Data Submittal Requirement Supplier shall have on file for each shipment a copy of the actual chemical test results, physical test results and/or test data as required. These results shall be made available to DAVWIRE on request within a reasonable amount of time.

QA4.0 Key Characteristics

Attributes identified as Key Characteristics shall demonstrate a process capability of 1.33 Cpk or be inspected 100%. The supplier shall have documented objective evidence on file which supports the process capability of 1.33 or greater, or the actual inspection and/or test data as verification of conformance to the drawing key characteristics. The objective evidence shall be made available to DAVWIRE on request within a reasonable amount of time.

QA5.0 Functional Test

Supplier shall furnish a certification with each shipment to indicate that the test requirements have been complied with and actual tests results are on file and available upon request. Certification must include signature, date and title of responsible supplier representative and specifically identify the shipment it relates to including serial number if applicable, for instance, by reference to the shipper number.

QA6.0 CARC Paint Process Certification

The CARC process applied to this item requires certification to demonstrate compliance to the TDP requirements. Paint certification requirements as outlined in GDLS-C Form 4707, shall be submitted with FPI/PPAP to DAVWIRE.

QA7.0 Shelf-Life Requirements

The seller shall identify those items and/or assemblies which have a specific shelf-life requirement. At a minimal the DAVWIRE part number, date manufactured, shelf life, and MSDS as applicable will be marked on each individual container. Eighty percent of the Product(s) shelf life is required upon receipt at DAVWIRE.

QA8.0 North American High Strength Fasteners – GD Specific

All high strength fasteners offered for sale shall conform to the requirements of GDLS Form 4496. Bulk fasteners shall include the Declaration (Form 4496, Appendix A) or Certification (Form 4496, Appendix B) in the FPI/PPAP submission to DAVWIRE.

QA9.0 Serialization Requirements

Each unit supplied on this purchase order must be permanently marked with a unique serial number, which consists of any combination of numbers and letters. Alpha and numeric letters must be clearly distinguishable (ex. 2 and Z, 1 and I, O and O, etc.) The supplier must ensure that serial numbers are not duplicated for previous or future shipments of the same part number. The supplier must submit their planned serial numbering sequence to the buyer for approval prior to serial numbers being applied. The numbering sequence must be approved by the buyer on the initial purchase order and for any subsequent purchase order where the supplier intends to change the sequence of serial numbers.

QA10.0 Commercial Welding - A.W.S.

Weld joints within this assembly are to be qualified, implemented, and inspected in accordance with the governing commercial weld specification (AWS D1.1, AWS D1.2, AWS D1.3, or AWS D1.6). When no weld specification is identified in the TDP the requirements shall be governed by AWS D1.1 for steel, AWS D1.2 for aluminum, or AWS D1.6 for stainless steel. A weld qualification data package consisting of the following elements shall be maintained by the supplier. Minimum data package requirement shall be furnished to DAVWIRE at least two (2) weeks in advance of production welding. The weld qualification data package shall contain at a minimum:

- Weld Procedure Specification (WPS).
- Procedure Qualification Record (PQR) including accompanying test results.
- Welder Qualification Records.

The following elements shall be provided upon request:

- Weld map, detailing which WPS(s) apply to which weld joints.
- Visual inspection criteria/instructions in place.
- Weld rework instructions in place.

The weld qualification data package shall be submitted to DAVWIRE's Buyer. (Can be replaced by an existing (current) Qualified QX11.8 form/letter)

Note: QX118 approval letters are valid for (3) three years from the approval date.

QA11.0 Flowchart/Control Plan (FC/CP)

Prior to First Article Inspection (FAI) a Process Flow Chart/Control Plan (FC/CP) is to be developed and submitted to DAVWIRE. The purpose of FC/CP is to provide a logical pictorial representation of the manufacturing process flow and process control points. The Supplier develops and updates FC/CP as needed if changes occur. This document can be used as an aid for workstation development, identifying process control points, defining the methods being used at these control points, and must include all Key Product Characteristics such as KPC and all outsourcing identification. A walk through of the manufacturing process to include a review of the FC/CP and work instructions should be anticipated to validate process requirements. The FC/CP will be used as part of the Process/Product Validation at FAI and on future DAVWIRE supplier audits.

Summary:

- FC/CP completed worksheet required.
- Supplier ensures FC/CP for accuracy.
- DAVWIRE evaluation of FC/CP to actual process, if applicable.
- Requires updates when Process Flow changes.
- FC/CP with sufficient detail to depict the Manufacturing Process.

QA12.0 Manufacturer's Certificate of Conformance/Certificate of Compliance (CofC)

The supplier shall furnish a Manufacturer's Certificate of Conformance/Compliance (CofC) with each shipment attesting that the goods/services meet all the technical data package requirements. Data supporting this CofC shall be kept on file and made available to DAVWIRE upon request. The CofC must include signature, date, and title of a responsible Quality Representative, as well as identification of certified parts and P.O number. Prior to delivery of any part, which contains nonconformance(s) to the referenced specification(s) or DAVWIRE's Technical Data Package, the exceptions to conformance shall be forwarded with the shipment and identified to DAVWIRE.

QA13.0 DAVWIRE Source Inspection Required

DAVWIRE source inspection/acceptance is required on this order. The supplier's responsible Quality Assurance Representative shall notify DAVWIRE five (5) working days prior to start of final acceptance test or inspection to allow for scheduling of a DAVWIRE Quality Representative to be in attendance. The method of notification shall be to notify the DAVWIRE Buyer. The supplier shall have technical data (e.g., drawings, specifications, certifications, procedures, etc.) available for use in support of source acceptance. Unless otherwise arranged with DAVWIRE Engineering and/or Quality Assurance, acceptance testing shall be performed/validated by the supplier prior to DAVWIRE notification. Exceptions to conformance identified prior to source inspection/acceptance shall be outlined on the supplier's FC/CP

QA14.0 Calibration Certification

The supplier shall furnish a certificate attesting that the calibration of each item of measuring and/or test equipment being delivered on this order is traceable to the National Institute for Standards and Technology (NIST). The certification shall include the date of calibration and the signature of a legally responsible officer of your company. In the event the equipment requiring calibration is out of tolerance, the actual measured out of tolerance values must be delivered with the equipment. If requested on the purchase order, the supplier shall furnish service and calibration manuals for each model of the measuring and/or test equipment being delivered.

QA15.0 Material Substitution or Deviations

Material substitution or deviations from DAVWIRE's routings or drawings are NOT permitted without written authorization by DAVWIRE's Quality Assurance department.

QA16.0 First Article Inspection

A First Article Inspection (FAI) is required. The First Article sample shall be produced using the supplier's production tooling, processes, and procedures.

The FAI technical data package shall include:

- Material certificates for component parts and down components.
- Material plating or finish certificates as applicable.
- Bubble drawing and inspection sheet identifying all key characteristics.
- Supplier certificate of compliance
- Testing (Routine and validation) reports.

FAI approval is considered extended by DAVWIRE from one purchase order to the next providing the following applies.

- No configuration changes have occurred.
- The part is manufactured at the same facility.
- The manufacturing process has remained the same.
- There has been no more than a one (1) year break in production.
- No formal corrective action has been required.
- Sub-tier suppliers and special process (es) have not changed.