

The following GENERAL PURCHASE ORDER TERMS AND CONDITIONS are hereby made a part of each and every WessDel, Incorporated purchase order, by this reference, and/or by reference therein.

01. ACCEPTANCE OF BUYER'S OFFER -

(a) Every Wess-Del, Incorporated Purchase Order (hereinafter the "order") constitutes the offer of Wess-Del (hereinafter referred to as "Buyer") to the Seller, and becomes a binding contract on the terms and conditions set forth therein and herein when it is accepted by Seller either by acknowledgment or commencement of performance thereof. No revisions of the order or any of the terms and conditions thereof and hereof shall be valid unless in writing and signed by an authorized representative of the Buyer and no condition stated by Seller in accepting or acknowledging the order shall be binding upon Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained therein and herein, unless expressly accepted in writing by Buyer. The provisions contained therein and herein constitute the entire agreement between the parties and supersede all previous communications and representations either oral or in writing, with respect to the subject matter thereof and hereof.

02. GENERAL -

(a) The Seller shall deliver to the Buyer the items described in the order in accordance with the General Purchase Order Terms and Conditions, verbal instructions, specifications and drawings referenced therein. All General Purchase Order Terms and Conditions, verbal instructions, specifications and drawings, by their reference, become a part of the order as fully as if set out therein.

(b) Anything mentioned in the specifications and/or drawings and not in the order, or mentioned in the order and not mentioned in the specifications and/or drawings shall be of like effect as if shown or mentioned in both.

(c) If, in the performance of the order, Seller discovers any error or discrepancy in a drawing, specification, instruction or Buyer-supplied material, tools or equipment, Seller shall bring this to the attention of the Buyer immediately.

03. FIRST ARTICLE INSPECTION - In the event that Buyer inspects and approves a First Article, it is required that all subsequent articles will be consistent with the accepted First Article with respect to materials, methods, procedures and practices. Any deviation from accepted, established materials, methods, procedures and practices will not conform to the accepted First Article. Buyer's approval of Seller's First Article is dimensional only and in no way allows for any deviation from drawings, specifications and standard practices which may be discovered during subsequent testing or inspection of a broader nature, including NDT. The Seller is fully responsible that his materials, methods, procedures and practices comply with the requirements set forth by the applicable drawings, specifications and/or purchase order.

04. FINAL INSPECTION - All items ordered will be subject to final inspection and acceptance at destination by Buyer, and at subsequent destination(s) by Buyer's customer(s) notwithstanding any prior payment or inspection and acceptance which Buyer may have made. Buyer reserves the right to reject and hold at Seller's expense, subject to Seller's disposal, all items not conforming to applicable drawings, specifications, instructions and/or samples. If any article furnished by Buyer, either directly or through a 3rd-party, is altered by Seller and ultimately rejected by Buyer due to Seller's failure to meet the requirements of applicable drawings, specifications, instructions and/or samples, Seller shall, at Buyer's option commence with one of the following actions within 10 days of verbal or written notification of Buyer's decision:

- (1) replace or restore such articles to the condition in which they were originally presented to Seller at Seller's expense, or
- (2) pay Buyer the cost to replace or restore such articles to the condition in which they were originally presented to Seller.

05. REQUIRED DOCUMENTATION - The Seller shall provide all documentation as required and set forth in the order. Seller's failure to provide all the prescribed documentation may result in non-acceptance of the deliverable items and withholding of payment. Seller will maintain records for a minimum of 20-years from delivery of product ~~purchase order~~. Suppliers whom cannot retain records to the prescribed time are required to furnish to the buyer. Suppliers are required to notify the buyer prior to the destruction of any record.

Records are to be traceable to the buyers purchase order and made available upon request. Records include but are not limited to material certification, evidence of inspection and test, oven charts, shop travelers or process plans, calibration, evidence of source inspection, first article, sub-contract purchase orders, MRB and MRB authority. The buyer may request additional records within a purchase order.

05a) PURCHASE ORDER CLAUSES - The buyer may invoke raw material traceability referenced through DFAR 252.225-7014 which applies to metals and their country of origin, USA or qualifying country.

06. PACKING AND SHIPPING - Without prejudice to the Buyer's right to reject the goods and materials, the Seller will be responsible for damages resulting from careless and improper packing, noncompliance with packing and shipping instructions or conditions therein contained. The Buyer may, however, waive such noncompliance and charge any and all costs incurred in rectifying same to the Seller. Rejected articles may be held by the Buyer for instructions and at the risk of the Seller or may be returned to the Seller at the Seller's expense for replacement. After providing written notice of rejection, title to and risk of loss of the items rejected shall be the Seller's. Deliveries shall be made free of charge via Seller's truck whenever possible. When not possible, and Seller is local to Buyer, Seller shall contact Buyer for will-call pick-up. When Seller is not local to Buyer and Seller's quotation indicates FOB origin, delivery shall be made the most economical way using the following guidelines: Under 70 pounds - ship via UPS Ground; Prepaid and added to invoice (Ship UPS Orange, Blue or Red only when authorized) Over 70 pounds - ship via Consolidated Freightways; Freight Collect (outside California) or Pozas Bros. Trucking Company; Freight Collect (most of California) OR - IF AUTHORIZED ON A PER-ORDER BASIS, Seller may ship via Seller's preferred carrier with Seller's substantial discount; Prepaid and added to invoice when a copy of the carrier's freight bill accompanies Seller's original invoice.

07. DIES, JIGS, TOOLS, PATTERNS, DRAWINGS AND DATA - If the price to be paid is stated on the order to include special dies, jigs, tools and patterns used in the manufacture of such articles, then such dies, jigs, tools and patterns shall be and become the property of the Buyer. They, and any similar items furnished by the Seller without expense to the Buyer, shall be kept in good condition and from time to time replaced by the Seller without expense to the Buyer except that the actual cost of changes due to the Buyer's changes of design or specification shall be paid for by the Buyer, if such changes are made prior to the exhaustion of the useful life of the dies, jigs, tools or patterns changed. If during the course of normal calibration or inspection tools or materials used to process a WessDel order are found to be out of tolerance or specification. The vendor must notify WessDel of any risk associated with the discrepancy. No dies, jigs, tools, patterns, drawings or data supplied to the Seller by, or otherwise belonging to, the Buyer, shall be used in the production, manufacture, or design of any articles other than those called for by the Buyer's order, except with the written consent of the Buyer; nor shall articles furnished to the Buyer's dies, jigs, tools, patterns, drawings or data be furnished or quoted to any person or concern. When such dies, jigs, tools, patterns, drawings or data, or any part thereof (including copies or reprints of drawings or data) are no longer required for the Buyer's orders, they shall be returned to the Buyer or disposed of as the Buyer shall direct.

08. CHANGES -

(a) Buyer may at any time, by written order of notice, and without notice to the sureties or assignees, if any, make changes within the general scope of the order in any one or more of the following:

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| (1) drawings, designs or specifications; | (3) place of delivery; | (5) amount of Buyer-furnished material; |
| (2) method of shipping or packaging; | (4) delivery schedule; | (6) quantity ordered. |

(b) Should any such change cause an increase or decrease in the cost of, or the time required for performance of the order, an equitable adjustment may be made in the price or delivery schedule or both. Any claim by Seller for adjustment under this paragraph must be asserted within ten days from date of receipt by Seller of the notification of such change. Nothing contained in this clause shall relieve Seller from proceeding without delay with the performance of the order as changed or modified. No purported change will bind Buyer unless in writing and signed by Buyer's authorized representative.

(c) Any instance of Buyer's waiver of strict compliance with any of the terms of the order shall not be deemed a waiver of the Buyer's right to insist upon strict compliance thereof.

(d) Insofar as the terms in the order may be inconsistent with the terms of any prior order or agreement between the parties hereto (oral or written), the terms herein shall control.

09. QUANTITY VARIANCE - Unless otherwise approved by the Buyer, or unless material and/or parts were supplied by the Buyer, the Seller shall provide the exact quantities specified in the order. Overage received without prior approval shall be returned at Seller's expense or accepted by the Buyer as excess material at no charge.

10. TIME IS OF THE ESSENCE OF THE ORDER - and in case the delivery of all or any of the items specified in the order shall be delayed beyond the period specified in the order, the Buyer may sustain damages by reason of its commitments to the party purchasing the specified merchandise from it. In the event the Buyer sustains any damages by reason of late delivery or by reason of the Seller's noncompliance with any or all of the terms of the order, the Seller agrees to reimburse the Buyer for any loss or damage. The foregoing shall be without prejudice to the Buyer's right in the event of any default in delivery to cancel the whole or any part of the order and purchase the goods elsewhere, the Seller being liable for any expenses and additional cost thereby incurred by the Buyer.

11. TERMINATION AND CANCELLATION -

(a) Buyer shall have the right to terminate the order in whole or in part at any time by written or telegraphic notice effective upon receipt by Seller, even though Seller is not in breach of any obligation hereunder. Upon receipt of notice of termination, Seller shall immediately discontinue performance and shall comply with the Buyer's instructions concerning disposition of completed and partially completed goods, work in progress and materials acquired pursuant to the order. In the event of such termination, seller shall be paid an amount in settlement, to be mutually agreed upon by the parties, which shall cover Seller's reasonable costs of performance incurred prior to termination in connection with the goods for which the order is terminated. In no event, however, shall the said payment exceed the price specified therein for such goods.

In the event of such termination, Buyer's sole and only liability to Seller shall be Seller's reasonable costs of performance incurred prior to termination in connection with completed and partially completed goods, work in process and raw materials therefore in Seller's possession at the time of termination, all for which Seller shall have the burden of proof. All such costs are subject to and limited by restrictions on inventory Seller may carry prior to the order, if any. In no event shall such termination be construed as being a wrongful and/or improper act and such shall be construed as proper conduct under all circumstances.

(b) The Buyer reserves the right to cancel the order, without expense to himself, if any deliveries are not made in accordance with the schedule quoted by or accepted by the Seller as part of the order, unless mutually changed, and agreed upon in writing, providing, however, in the event the Seller suffers delays in performance due to an act of God or of the public enemy, act of government or any agency thereof, act of the Buyer, fire, flood, strike, sabotage or other causes beyond the Seller's control, the time of delivery shall be extended a period of time equal to the period of such delay and the Seller gives the Buyer notice in writing of the cause of such delays within ten days from the beginning thereof.

(c) All articles paid for by the Buyer as a result of cancellation shall become the property of the Buyer to be disposed of in accordance with the Buyer's instructions.

12. DEFAULT -

(a) Buyer may, subject to the provisions of paragraph (c) below, by written notice of default to the Seller, terminate the whole or any part of the order in any one of the following circumstances:

(1) if Seller fails to make delivery of the supplies within the time specified on the Sellers quote or on the Buyer's order; or

(2) if Seller fails to perform any of the other provisions of the order, or so fails to make progress as to endanger performance of the order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten days after receiving notice from Buyer specifying such failure.

(b) In the event the Buyer terminates the order in whole or in part as provided in paragraph (a) above, Buyer may procure, upon such terms and in such manner as Buyer may deem appropriate, supplies similar to those so terminated, and Seller shall be liable to Buyer for any excess costs for such similar supplies.

(c) Seller shall not be liable for any excess costs if the failure to perform arises out of causes beyond his control, and without the fault or negligence of Seller. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the Government in either its sovereign or contractual capacity, fire, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and unusually severe weather.

13. BUYER FURNISHED TOOLS/MATERIALS - Where tools or equipment are supplied by the Buyer without cost, title shall not pass from the Owner to Seller at any time and the Seller assumes all risk of loss of or damage to all such material, tools and equipment Buyer does not warrant the accuracy of tools or equipment which it furnishes, and all work must be strictly I.A.W. specifications. When raw material is provided by the Buyer, material "drops" and/or all "scrap" must be returned to the Buyer.

14. DELAYS AND LABOR DISPUTES -

(a) Whenever the Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the order, the Seller shall immediately give written notice thereof, including all relevant information with respect thereto, to the Buyer.

(b) In the event of any other delay in the performance of the order, Seller shall give Buyer prompt notice thereof in sufficient detail to permit Buyer to take appropriate action to minimize the effect of such delay.

15. WARRANTIES - Seller warrants the items to be free from defects (patent or latent) in material or workmanship. All warranties herein contained shall survive delivery and acceptance of the goods purchased. Rework is permitted after notification to the buyer. The seller is not permitted to perform repair work to materials without written consent of WessDel. The seller shall respond to all corrective action requests in writing within 30-days of being notified by the buyer.

16. MEASURES - All measurements are I.A.W. the American system of weights and measurements, unless otherwise stated. Interpretation shall be I.A.W. the Bureau of Standards and/or ANSI American National Standards Institute.

17. ASSIGNS - The Seller will not assign the order or subcontract any work called for by the order without the express permission of the Buyer.

18. INVOICING PROBLEMS - Delays in receiving invoices, as well as errors or omissions thereon will be considered just cause for Buyer to withhold payment until reasonable time has been allowed to process payment and/or clarify such errors or omissions. Invoices received in advance of shipment will be held and payment timing will not begin until materials are received by the Buyer. Invoices covering materials shipped in advance of specified delivery dates, if such material is not determined to be nonconforming by Buyer, will not be paid until their normal maturity after the date specified for delivery in the order. Actual shipping costs will be reimbursed to Seller only when Seller's quotation indicates FOB origin and when Seller has adhered to Buyer's shipping instructions. Handling charges will not be paid unless included on Seller's quotation.

19. PATENTS AND COPYRIGHTS - The Seller agrees to indemnify the Buyer, their officers, agents, and employees against any expense or loss for the use of an invention or discovery and for any patent or copyright infringement in connection with the order.

20. COMPLIANCE WITH LAWS - The Seller agrees to comply with all applicable Federal, State, and Local laws regarding the production and sale of goods, and agrees to indemnify buyer against any damages by reason of Seller's violation.

21. Arms Regulation (ITAR), 22 C.F.R. 120 et seq.; and the Export Administration Act, 50 U.S.C. app. 2401-2420, including the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, SELLER agrees that it will not transfer any export controlled item, data, or service, to include transfer to foreign persons employed by or associated with, or under contract to SELLER or SELLER's lower-tier suppliers, without the authority of an export license, agreement, applicable exemption or exception.

22. The seller is responsible to notify the buyer upon any significant changes to the seller's quality system regarding machinery, tools, measuring equipment, or general facility changes.

23. LITIGATION - In the event that a dispute between Buyer and Seller is handled through litigation, and the resulting judgment is in favor of Buyer, Seller is responsible for both his and Buyer's associated attorney's fees and court costs.

<>> WESS-DEL MACHINING & ENGINEERING, INCORPORATED <>>

Procurement Quality Assurance Attachments

Clause	Description
QG	<p>GENERAL QUALITY ASSURANCE REQUIREMENTS</p> <p>A. PROHIBITED PRACTICES <u>Unauthorized Repairs:</u> Supplier shall not repair any damaged item, nor any found to be faulty during manufacturing or that fails to meet specification/drawing requirements, without WessDel's written approval. Supplier is not authorized to perform MRB activity on non-conforming material without WessDel authorization. <u>Change in Approval, Drawing, Processes, Materials, or Procedures:</u> Supplier shall not change any drawing, process, material (including subtier supplier parts), or procedure without prior WessDel written approval. <u>Resubmittal of Rejected Items:</u> Any item rejected by WessDel and subsequently resubmitted to WessDel shall be clearly identified as a resubmitted item, indicating procurement document number and WessDel reject document number in Supplier's certificate of conformance. <u>Notification of Facility Change:</u> Supplier shall not use nor relocate any production, manufacturing, test, and/or processing facilities during performance of work specified in the procurement document, without previously notifying WessDel and affording WessDel an opportunity to examine such facilities for compliance with procurement Quality requirements. <u>Prohibited Material:</u> All constructions and finishes containing pure tin, pure cadmium, or pure zinc are prohibited unless specified in the Purchase Order.</p> <p>B. RESPONSIBILITY FOR CONFORMANCE Neither surveillance, inspection and/or test made by WessDel or its representatives or US Government representatives at either Supplier's or WessDel's facility, nor Supplier's compliance with all applicable procurement quality requirements, shall relieve Supplier of the responsibility to furnish an item that conforms to the requirements of the procurement document. Supplier shall control subtier supplier procurements to the extent necessary to ensure quality requirements specified in the procurement document are satisfied.</p> <p>C. Right-Of-Entry - WessDel Inc, its customers, and regulatory agencies reserve the right to examine the supplier's facility as necessary to ensure that quality of work, records, and material are being processed in accordance with contract requirements.</p> <p>D. Outside Special Processes performed by suppliers where resulting output cannot be verified by subsequent monitoring or measurement e.g. heat treating, plating, painting, test etc. shall be performed by a source approved by WessDel and it's customers (as applicable) at the time the processing is being performed.</p>
Q1	<p>Certificate of Conformance Required - Certify that each specified item was processed, manufactured, inspected and/or tested in accordance with all the applicable drawings & specifications.</p>
Q2	<p>Dimensional Inspection Report Required - Recorded actual measurements are required for all dimensions, relevant notes, or as otherwise described. Delivered inspection reports in the form of written report shall reference as a minimum, Company name, part number, part revision, quantities.</p>
Q3	<p>Testing - Test results are to be furnished upon completion of the required tests. The report can be in any format unless otherwise designated on Purchase Order. Traceability shall be maintained on all lot(s) thru out processing.</p>
Q4	<p>Material Certifications Required - Certification of chemical, physical, mechanical, and/or analytical test results is required in accordance with the applicable material specification for each item delivered. Certifications shall include reference to the specification(s) and revision as noted.</p>
Q5	<p>Outside Special Process Certifications Required - Certifications are required for any special processing which occurs outside the suppliers facility (e.g. painting, plating, anodize, heat treating, passivation, etc.). Certifications shall include reference to the specification and revision as noted.</p>
Q7	<p>Source Inspection Required - Source inspection is required and shall be requested no less than 48 hours in advance of need date. Item(s) may be released only after a WessDel representative stamps or initializes supplier's traveler.</p>
Q9	<p>First Article Inspection Required - A FAI report of all dimensions of the first piece processed shall be furnished to WessDel prior to continuation of production.</p>
Q10	<p>Quality System Requirements (A OR B)</p> <p>A. The Supplier shall provide and maintain an inspection system that is in conformance with MIL-I-45208, "Inspection System Requirements", and a calibration program that is in conformance with MIL-STD-45662, "Calibration Systems Requirements".</p> <p>B. The Supplier shall provide and maintain a Quality Management System that demonstrates its ability to consistently provide product that meets customer and applicable regulatory requirements and aims to enhance customer satisfaction through the effective application of the system, including processes for continual improvement of the systems and the assurance of conformity to customer and applicable regulatory requirements based on the ISO 9001:2008 Standard.</p>