

Purchasing Terms and Conditions

Westgate Coil and Processing Limited, Trading as Westgate Aerospace

These Purchasing Terms and Conditions ("Terms") govern all purchase orders issued by Westgate Coil and Processing Limited, trading as Westgate Aerospace ("Buyer"), to the supplier ("Seller") for the supply of goods and/or services. By accepting a purchase order, the Seller agrees to comply with these Terms.

0. Definitions

- 1.1. **"Buyer"** means Westgate Coil and Processing Limited, trading as Westgate Aerospace.
- 1.2. **"Seller"** means the person, firm, or company to whom the Purchase Order is addressed.
- 1.3. **"Goods"** means the materials, products, or components specified in the Purchase Order.
- 1.4. **"Services"** means the work or services specified in the Purchase Order.
- 1.5. **"Purchase Order"** means the document issued by the Buyer to the Seller, including these Terms, specifications, and any referenced documents.
- 1.6. **"Intellectual Property Rights"** means patents, copyrights, trademarks, trade secrets, and any other intellectual property rights.

1. Scope

"Westgate" shall mean Westgate Coil and Processing Limited, trading as Westgate Aerospace ("Buyer"). The term "supplier" shall mean the individual, partnership, or company identified on the purchase order. Except where prohibited by law, the terms and conditions of this purchase order will apply to WESTGATE's purchase of materials.

2. Changes

WESTGATE may require changes to be made to this purchase order at any time. Any price and/or schedule adjustments will be mutually agreed upon. The Supplier's performance of such changes shall not be delayed during any negotiations for adjustment.

3. Quality

Without limitation, all goods and services shall conform as to quality, quantity and description with the particulars and/or latest revision of specification contained in the purchase order and unless specifically agreed otherwise, all material(s) to be supplied as per the purchase order. The material(s) and/or services must be fit for purpose for which the material(s) and/or services of the same kind are commonly supplied or brought and for any other purpose that WESTGATE specifies. They must be free from all defects. If samples are provided by the supplier for inspection/verification investigation or auditing the supplier must retain documented information. If samples are approved by WESTGATE, then the goods or services shall not differ in any way, shape or specification to the said samples.

4. Business Continuity

The Supplier shall use commercially reasonable efforts to develop and maintain business continuity practices regarding contingency management to alleviate the effects of any business impacting events that may have an adverse effect on the supplier's ability to perform its obligations under this purchase order. The business continuity plan shall contain as a minimum provision for risk and business impact analysis to include prevention/mitigation planning. The preceding will cover, but not be limited to (i) service documentation storage and protection (including but not limited, to storage of deliverable technical information, specification and other documentation, design documents, tools, process and fixtures, (ii) information systems security and redundancy, and (iii) demonstrating supplier's ability to rapidly recover the loss of capability to deliver services and product

5. Counterfeit parts

The Supplier is expected to develop, implement and maintain effective methods and processes appropriate to their products to minimize the risk of introducing counterfeit material. In addition the supplier shall provide notification to recipients of counterfeit material(s) when warranted. If suspect or counterfeit material(s) are furnished under this purchase order or are found in any of the material delivered here under, such items will be quarantined and then ultimately be destroyed by WESTGATE. The supplier shall promptly replace such counterfeit material(s) with material acceptable to WESTGATE. The Supplier shall be fully liable for all associated costs.

6. On Time delivery

The Supplier will make delivery of material(s) on scheduled and agreed upon delivery date specified in this purchase order and/or meet the agreed milestones and/or completion dates.

7. Notification of change

The Supplier must notify WESTGATE if the Supplier are (i) found to be non-compliant to WESTGATE's specifications, (ii) Supplier is disapproved by a regulatory body or O.E.M. The Supplier must notify WESTGATE in writing any non-conforming product prior to shipment. WESTGATE reserves the right to (a) Accept the order (b) accept a portion of the order (c) reject the order in its entirety. The Supplier must notify WESTGATE of any changes to their processes, materials or services including their external providers, locations.

8. Record retention requirement

Quality records generated as results of performance to a buyer's issued purchase order, contract shall be maintained and preserved as legible for a period of **seven (7) years**, unless otherwise stated by our customer, and available for review by the buyer, customer or regulatory body. (ii) Additionally distributors shall assure that they maintain quality assurance and inspection records these records will be made available upon request. These records shall include, but are not limited to, receiving, certificates of conformity, raw material mill certificates, test results, documented non-conformances and corrective actions, measuring and test equipment calibration documentation ect. (iii) After this retention period, WESTGATE must be notified of the intent to dispose of any records and shall be given the opportunity for further retention at WESTGATE premises. Raw material mill certificates must be maintained indefinitely.

9. Flow down of customer requirement

WESTGATE reserves the right to flow down additional requirements to satisfy specific customer and or business requirements that apply. **Additional Terms & Conditions for AS91XX Supplier Quality Requirements**

10. Right of Access

WESTGATE will reserve the right to conduct surveillance visits to any of the supplier's to confirm that the supplier's quality systems meets that of WESTGATE 's requirements as well as any quality standards requirements applicable to (ISO/AS) latest revisions. Entry shall provide access to quality systems documentation and quality records as well as the ability to conduct audits and verify product and processes.

Note: Attendees of such surveillance visits may include the WESTGATE , Regulatory bodies, or a representative of WESTGATE , or Customer representative.

11. Product Safety and Conformity

The Supplier is expected to develop, Implement, and maintain effective policies and training programs to ensure their employees are aware of their relevant contribution to the quality, safety and conformity of their products and or services the supplier will ensure that the material will be free of foreign object debris.

12. Ethical behaviour

Suppliers acknowledge and agree that WESTGATE require that the supplier maintain a high standard of ethical conduct in all its dealings with WESTGATE . The Supplier, where requested, shall provide evidence of ethical behaviour not limited to anti-bribery, anti-child labour, anti-slavery and whistle blowing.

13 Acceptance of Purchase Order

The Purchase Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Seller in accordance with these Terms.

2.2. Acceptance of the Purchase Order occurs upon the Seller's written acknowledgment, commencement of work, or delivery of Goods, whichever occurs first.

2.3. Any additional or different terms proposed by the Seller are expressly rejected unless agreed to in writing by the Buyer.

3.5. The Seller shall ensure that Goods are free from counterfeit parts and shall maintain processes to mitigate counterfeit risk in accordance with industry standards. If counterfeit or suspect counterfeit Goods are identified, the Seller shall notify the Buyer immediately and provide traceability documentation.

14. Delivery Delivery shall be made in accordance with the terms specified in the Purchase Order, including time, place, and method of delivery.

Time is of the essence. Late delivery may result in the Buyer rejecting the Goods or Services, or recovering damages for losses incurred.

The Seller shall notify the Buyer immediately of any circumstances that may delay delivery.

16. Intellectual Property

The Seller warrants that the Goods and Services do not infringe any third-party Intellectual Property Rights.

The Seller shall indemnify and hold harmless the Buyer against any claims, liabilities, damages, or expenses arising from alleged or actual infringement of Intellectual Property Rights.

Any unpatented knowledge or information concerning the Seller's processes disclosed as part of the Purchase Order shall be deemed provided as consideration for the order, and the Seller shall not assert claims against the Buyer for use of such information, except in cases of patent infringement.

17. Confidentiality

The Seller shall keep confidential all information provided by the Buyer or developed in connection with the Purchase Order and shall not disclose or reproduce such information without the Buyer's prior written consent.

Confidential information may only be used for the purpose of fulfilling the Purchase Order and disclosed to employees or advisors with a need to know.

The Seller shall comply with the Data Protection Act 2018 and implement appropriate measures to protect confidential information against unauthorized use, loss, or disclosure.

18. Export and Trade Compliance

The Seller shall comply with all applicable export control laws, including but not limited to the International Traffic in Arms Regulations (ITAR) and the Export Administration Regulations (EAR).

The Seller represents that it is not listed on any U.S. Government restricted party lists and shall notify the Buyer if its export privileges are denied, suspended, or revoked.

The Seller shall provide, upon request, documentation related to its export/import control compliance program.

19. Pricing and Payment

Prices stated in the Purchase Order are firm and inclusive of all taxes, duties, and charges unless otherwise specified.

The Seller warrants that prices are the lowest offered for similar Goods or Services, excluding taxes applicable to domestic sales but not exports.

Payment terms are net 30 days from receipt of a valid invoice, subject to acceptance of Goods or Services by the Buyer.

The Buyer may withhold payment for non-conforming Goods or Services until resolved.

20. Governing Law and Dispute Resolution

These Terms and the Purchase Order shall be governed by the laws of England and Wales.

Any disputes shall be resolved by arbitration under the Arbitration Rules of the London Court of International Arbitration, with one arbitrator, in London, England, conducted in English.

21. Miscellaneous

The Seller shall not assign or subcontract the Purchase Order without the Buyer's prior written consent.

These Terms, together with the Purchase Order, constitute the entire agreement between

the parties, superseding all prior agreements or understandings. Failure by the Buyer to enforce any provision of these Terms shall not constitute a waiver of that provision.

By accepting the Purchase Order, the Seller acknowledges that it has read, understood, and agrees to be bound by these Terms.