



WENCOR, LLC PURCHASE ORDER REQUIREMENTS

WPDF-01-01-02
Revision J

Requirements are applicable to all Wencor, LLC Purchase Orders, excluding parts made to a Wencor (Cage Code 26647) or Dixie Aerospace (Cage Code 0FWK8) drawing. (For these types of parts see QS100.006) Acceptance of a Wencor, LLC order constitutes acceptance of these requirements.

| APPROVAL | SIGNATURE |
|---|--|
| Updated by: D. Cox Supplier Quality Manager | Signature: <u><i>David Cox</i></u> David Cox (Jun 22, 2015) Email: dcox@wencor.com |
| Reviewed by: A. Leonard Distribution Procurement Manager | Signature: <u><i>Adam J. Leonard</i></u> Adam J. Leonard (Jun 24, 2015) Email: aleonard@wencor.com |
| Reviewed by: D. Johnston Distribution Quality Manager | Signature: <u><i>David Johnston</i></u> David Johnston (Jun 22, 2015) Email: djohnston@wencor.com |
| Reviewed by: S. Clarke Director of Supply Chain Operations | Signature: <u><i>Sally Clarke</i></u> Sally Clarke (Jun 22, 2015) Email: sclarke@wencor.com |
| Approved by: M. Ginn Director of Quality | Signature: <u><i>Mark Ginn</i></u> Mark Ginn (Jun 22, 2015) Email: mark.ginn@wencor.com |

Revision Summary

| Rev | Change Description | Rev Date | Approved |
|-----|---|------------|----------|
| J | Merged Dixie Aerospace Requirements, added signature box and revision summary, changed references to Wencor to Wencor, LLC, deleted due notice in section 1.0, added preference to AS9100 in section 2.0, added subsections, modified section 3.0 and added 3.5, modified section 5.0 and added 5.6, re-wrote section 14.0, re-wrote section 15.0 and added 15.1 and 15.2, added section 16.1, added section 18.1, added section 19.1, 19.2 & 19.3, re-wrote section 24.0, re-wrote section 25 and added 25.2, 25.3 & 25.4, added section 28.0. DCR 530 | 06/22/2015 | M. Ginn |

Table of Contents

| | <u>Section</u> |
|---|----------------|
| Right of Entry..... | 1.0 |
| Quality Management System | 2.0 |
| Notification of Change | 3.0 |
| Lot Integrity..... | 4.0 |
| Certification | 5.0 |
| FAA PMA, TSO Items and Critical Parts..... | 6.0 |
| QPL (Qualified Product List)..... | 7.0 |
| Revision Level | 8.0 |
| Surplus Parts..... | 9.0 |
| Alternate/Substitution Parts..... | 10.0 |
| Altered Items | 11.0 |
| Shelf Life Materials..... | 12.0 |
| Asbestos Free | 13.0 |
| Mercury Free | 14.0 |
| F.O.D. (Foreign Object Debris) | 15.0 |
| Nonconforming Material | 16.0 |
| Flow-down of Wencor, LLC Requirements | 17.0 |
| Inspection | 18.0 |
| Record Retention | 19.0 |
| Packaging..... | 20.0 |
| Fasteners | 21.0 |
| Package Marking | 22.0 |
| Dangerous or Hazardous Materials..... | 23.0 |
| D.F.A.R. (Defense Federal Acquisition Regulation) | 24.0 |
| Counterfeit Parts | 25.0 |
| REACH Compliance..... | 26.0 |
| Conflict Minerals..... | 27.0 |
| Contractual Terms and Conditions..... | 28.0 |

1.0 RIGHT OF ENTRY

Wencor, LLC representatives shall be permitted access to the supplier premises and records. This access is limited to assessment and verification of quality records and quality control processes related to items furnished to Wencor, LLC. The supplier shall flow-down this Right of Access requirement to all sub-tier suppliers, processors and providers that are involved in the production and testing of the articles. The same right of access is extended to the customers of Wencor, LLC, regulatory authorities, such as the FAA, or U.S. Government.

2.0 QUALITY MANAGEMENT SYSTEM

As a minimum, manufacturers shall maintain a quality management system compliant with ISO9001, preferable AS9100. Distributors or brokers shall comply with requirements of FAA AC00-56A, ASA100, or AS9120. Preference will be given to suppliers that maintain a quality system certified by a 3rd Party.

3.0 NOTIFICATION OF CHANGE

The supplier shall notify the Wencor, LLC Supplier Quality Manager and Buyer in the event of any of the following within 10 business days of occurring:

- 3.1 Loss, denial, update or change of quality management system
- 3.2 Change in location of supplier facility
- 3.3 Change in quality process that might affect the conformity of any item
- 3.4 Change in supplier business ownership, senior management or quality leadership
- 3.5 Adverse action taken by the Government, Federal Aviation Authority (FAA), Civil Aviation Authority (CAA), or European Aviation Safety Agency (EASA).

4.0 LOT INTEGRITY

Items shall be segregated into lots and each lot shall be clearly identified. The supplier shall package each lot to ensure that no mixing of lots occurs at any time.

5.0 CERTIFICATION

The supplier shall submit with each shipment a certificate of conformance stating that the items are in compliance with the Wencor, LLC P.O. requirements including, as applicable, any drawing or specification. (Statements of "belief", such as "to the best of our knowledge" are not acceptable). Certifications shall:

- 5.1 Be in the English language.
- 5.2 Contain the Wencor, LLC P.O. number, indicated part number, revision level, quantity, lot/batch number, serial number (where applicable) and cure date/lube date (where applicable)
- 5.3 Be authorized by a supplier representative, by printed name, signature and title. If electronic media is used, a stamp control procedure shall be documented and followed.
- 5.4 Be clearly legible.
- 5.5 Provide full trace to the manufacturer by providing a certificate of conformance from the manufacturer and certificate(s) from intervening distributor(s).
- 5.6 Include a copy of the C of C inside the shipping container along with the shipping documents.

6.0 FAA PMA, TSO ITEMS and CRITICAL PARTS

FAA PMA, FAA TSO and Critical Parts shall include FAA 8130-3 forms marked in accordance with 14 CFR Part 45.15. For TSO parts, the TSO number must be marked on the package labels.

7.0 QPL

When a Government or aerospace prime OEM (e.g. Boeing, Airbus) requires the item manufacturer be qualified and listed on a QPL, the supplier shall ensure that the items are manufactured by, and traceable to, the approved manufacturing facility.

8.0 REVISION LEVEL

The items shall be produced and certified to the latest revision of the specification effective at time of purchase order, unless otherwise required on the Wencor, LLC P.O. The revision level shall be

indicated on packaging and certification documents. In the event that the latest revision available does not match the purchase order, the supplier shall contact the Wencor, LLC buyer for clarification and/or updating of the purchase order.

9.0 SURPLUS PARTS

Unless specified on the Wencor, LLC P.O., surplus (NS) parts are not allowed. When the Wencor, LLC P.O allows surplus parts (NS), the parts shall be in new, unused condition, and traceable to either:

9.1 An FAA Part 121 or Part 129 approved airline. The shipment shall include a signed certificate from airline.

9.2 The original equipment manufacturer (OEM). The parts shall be packaged in the original packaging.

10.0 ALTERNATE/SUBSTITUTION PARTS

Alternate items or substitute items are not permitted unless specifically allowed in the P.O. or amended P.O. Parts provided must exactly match the part ordered on the Wencor, LLC P.O.

11.0 ALTERED ITEMS

MS and NAS standard hardware items that have been altered and re-identified with another identification shall be certified (C of C) as originally conforming to the MS or NAS standard specification (before alteration), and include any & all conversion certification.

12.0 SHELF LIFE MATERIALS

Parts that are shelf life limited shall meet the following requirements when delivered to Wencor, LLC. The certifications shall indicate the manufacture date for these materials.

| Material or Item | Shelf Life Requirement | Certification to include |
|---|--|---|
| Elastomeric, rubbers, synthetic rubbers | No older than 4 quarters since cure, or no more than 25% expired, whichever is least | Cure date; batch number; compound or specification |
| Adhesives, sealants, paints, coatings | At least 75% of life remaining | Batch date; compound or specification |
| Lubricated bearings or product | At least 75% of life remaining | Lubrication date, lubrication specification or compound |
| Miscellaneous item, shelf life limited | At least 75% of life remaining | Manufacture date, life limiting compound |

Unless otherwise stated, the maximum storage life of a material is determined as follows:

12.1 For o-rings, gaskets, seals and seal-assemblies made of elastomeric materials, the maximum storage life is in accordance with SAE ARP 5316. If not listed in ARP 5316 (e.g. proprietary) it is as specified by the supplier and the supplier shall indicate the shelf life limit on packaging and certification documentation.

12.2 For other elastomer products i/a/w MIL-HDBK-695.

12.3 For hoses containing elastomeric materials, the maximum storage life is in accordance with SAE AS 1933.

12.4 For lubricants of bearings, the maximum storage life is in accordance with the bearing OEM specification or manufacturer's specification.

12.5 For all other items, it is in accordance with the manufacturer's specification.

12.6 Temperature/humidity sensitive items shall be clearly marked with storage conditions required.

13.0 ASBESTOS FREE

No asbestos, as defined in FED-STD-313, is permitted in or on any items supplied to Wencor, LLC.

14.0 MERCURY FREE

No mercury is permitted in, on or have contacted any items supplier to Wencor, LLC.

15.0 F.O.D.

Items shall be free of any foreign object, debris, or contamination. Supplier shall maintain a FOD prevention program in accordance with National Aerospace Standard NAS-412, Foreign Object Damage/Foreign Object Debris.

15.1 Whenever and/or wherever FOD entrapment or foreign objects can migrate, supplier shall ensure that applicable FOD requirements are flowed down to sub-tier suppliers.

15.2 Prior to closing inaccessible or obscured areas and compartments during assembly, supplier shall inspect for foreign objects/materials and ensure no FOD barriers remain embedded, e.g. embedded protective plugs. Supplier shall ensure tooling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD.

16.0 NONCONFORMING MATERIAL

16.1 MONETARY PENALTIES may be assessed if documents or parts are discrepant and/or shipped after the PO due date.

16.2 REPORTING OF DEFECTS Supplier shall notify Wencor, LLC in all cases where it is discovered that product shipped to Wencor, LLC is subsequently discovered to be non-conforming to specification. Notification is to be within 48 hours of the discovery.

16.3 DELEGATED AUTHORITY The supplier does not have authority from Wencor, LLC to accept any item that does not fully conform to specification, or that is suspected to be defective.

17.0 FLOW-DOWN OF WENCOR, LLC REQUIREMENTS

Applicable Wencor, LLC supplier requirements shall be flowed down to sub-tier suppliers and processors. Wencor, LLC supplier requirements are as stated on the Wencor, LLC P.O., drawing, and/or specification. Supplier requirements include, but are not limited to:

- A. Customer specific flow-downs
- B. Special requirements for key and critical characteristics
- C. Special process controls
- D. Inspection requirements
- E. Certification requirements
- F. Right of access
- G. DPAS priority ratings (15 CFR 700)

18.0 INSPECTION

For the item(s) ordered, the supplier shall maintain a documented inspection plan and ensure parts fully meet specification and P.O. requirements.

18.1 MANUFACTURERS Shall maintain a documented calibration system for the calibration and maintenance of tools, jigs, inspection, and test equipment. Calibration system shall be compliant to ISO17025, ISO10012-1, or ANSI Z540.

19.0 RECORD RETENTION

The supplier shall retain all quality and certification records as follows:

19.1 Items classified as Flight Safety Critical shall be for a minimum of 25 years.

19.2 All others shall be for a minimum of 10 years.

19.3 Records shall be made available to Wencor, LLC within 24 hours of request.

20.0 PACKAGING

Items shall be packaged to protect from damage during shipment and storage. Item packaging shall comply with the best industry practices (Reference ATA-300 from the Air Transport Association).

20.1 Hazardous materials, including compressed gases, shall be in approved containers.

20.2 Electronic items sensitive to electrostatic discharge (ESD) must be appropriately protected in compliance with MIL-STD-1686, in static shielding conductive containers meeting requirements of MIL-B-81705. Protection shall be provided to prevent physical damage and to maintain leads and terminals in the manufactured condition under normal handling and transportation environments. The outside of packages containing ESD sensitive items shall have a clearly displayed ESD warning label conforming to ANSI/EOS/ESD S-8.1. The same labels shall be used to seal shielded bags.

- 20.3** Items containing silver plating shall be protected from sulfur-laden fumes, or other sources that cause tarnish, i.e. in silver saver bags, or with silver-saver paper inserted.
- 20.4** Corrosion sensitive items shall be processed, preserved and packaged to ensure no corrosion is present and that packaging prevents moisture intrusion.
- 21.0** **FASTENERS**
For fastener items (bolts, nuts, screws, rivets and studs):
- 21.1** Fastener items shall comply with the United States Fastener Quality Act.
- 21.2** Chemical, mechanical and physical test reports are required for all threaded fasteners.
- 21.3** Bolts and screws shall be packaged to protect the threads from damage. Protective sleeves are recommended for threaded diameters greater than 0.25 inches. When not protected by sleeving and also bulk packaged, smaller bulk quantities are to be used to reduce the potential of thread damage due to mass weight.
- 22.0** **PACKAGE MARKING**
Unless otherwise specified, each lot shall be marked with the Wencor, LLC P.O. number, item part number, and the lot quantity. For FAA TSO items, the items shall be marked with FAA-TSO and the TSO number on the packaging, FAA PMA parts shall be clearly marked with FAA PMA per 14 CFR 45.15.
- 23.0** **DANGEROUS OR HAZARDOUS MATERIALS**
For items classified as a dangerous or hazardous material by a transport regulatory authority, the supplier shall:
- 23.1** Label the packaging according to the requirements of transport regulatory authority.
- 23.2** Include a copy of the Safety Data Sheet (SDS), current revision, as published by the manufacturer.
- 24.0** **DFAR 252.225-7014, ALTERNATE 1**
Material that is DFAR compliant shall indicate such on the C of C.
- 25.0** **COUNTERFEIT PARTS**
- 25.1** Supplier shall ensure that no counterfeit or fraudulent parts are delivered to Wencor, LLC. (Counterfeit parts have no value and no warranty time limit)
DEFINITION: A fraudulent part that is a copy, imitation or substitute that is represented, identified, or marked as genuine, and/or altered by a source without legal right with intent to mislead, deceive or defraud.
- 25.2** Supplier shall establish and maintain a Counterfeit Parts Prevention and Control Plan (CPP/CP) using AS6174 to ensure that Counterfeit Work is not delivered to Wencor, LLC. The purpose of supplier's CPP/CP Plan shall be to develop a robust process to prevent the delivery of counterfeit commodities and control commodities identified as counterfeit.
- 25.3** This requirement shall be flowed down to sub-tier suppliers.
- 25.4** Supplier shall notify Wencor, LLC Supplier Quality Manager and Buyer if the supplier becomes aware or suspects that it has furnished Counterfeit Parts. Supplier shall provide, upon request, the supply chain traceability to an Original Manufacturer or authorized distributor chain that identifies the name and location of all the supply chain intermediaries from the part manufacturer to the direct source of the product for the Seller.
- 26.0** **REACH COMPLIANCE**
(Regulation 1907/2006 on the Registration, Evaluation, Authorization and Restriction of Chemicals) The supplier is required to ensure the goods supplied to Wencor, LLC contain less than 0.1% by weight of any Candidate List Substances (CLS), or shall notify Wencor, LLC of which CLS's are present if greater than 0.1% by weight. The Candidate List pursuant to Article 59 of REACH has been published by ECHA at:
http://www.echa.europa.eu/chem_data/candidate_list_table_en.asp
- 27.0** **CONFLICT MINERALS**
"The Dodd-Frank Wall Street and Consumer Act" The supplier shall not knowingly supply to Wencor, LLC any product containing Tantalum (and all its derivatives), Tin, Tungsten or Gold from the Democratic Republic of Congo, Angola, Burundi, Central African Republic, Rwanda, Tanzania, South Sudan, Uganda and Zambia. Wencor, LLC, as a supplier to publicly traded

companies, requires suppliers to perform a due diligence effort to make these determinations.

28.0 CONTRACTUAL TERMS AND CONDITIONS:

28.1 APPLICABILITY

These terms and conditions of purchase and the separate Wencor, LLC Purchase Order Requirements are applicable to purchases made by Wencor, LLC and its subsidiaries, including Wencor, LLC vendors and/or suppliers (hereinafter "Seller").

28.2 ACCEPTANCE AND ACKNOWLEDGEMENT

Any performance on a purchase order (hereinafter "P.O.") is deemed an acceptance, without exception, of the terms and conditions set forth on the face of the purchase order and in these terms and conditions of purchase.

28.3 CHANGES

Wencor, LLC may at any time make changes within the general scope of the P.O. and Seller shall comply therewith. Except as expressly provided for elsewhere, Wencor, LLC and Seller agree that there shall be no adjustment in unit price or delivery schedule without a written change order to the P.O.

28.4 INVOICES

Seller will send a separate invoice and shipping notice for each shipment. Each invoice must show the Wencor, LLC P.O. number, part number(s), unit price(s), and quantities shipped. Delays in receiving invoice, errors or omissions on invoice, or lack of supporting documentation required by the terms of the order will be cause for withholding settlement without losing discount privilege.

28.5 PACKING CHARGES

No charges shall be allowed for boxing, crating, packaging, or any other handling unless such provisions are agreed to in writing. All goods must be packed appropriately to arrive at destination without damage or as otherwise noted on the P.O.

28.6 ORDER OF PRECEDENCE

In the event of conflicting contractual requirements, the ORDER of IMPORTANCE & PRECEDENCE is as follows:

- A. PURCHASE ORDER
- B. SPECIFICATIONS (IF APPL.)
- C. WPDF-01-01-02 WENCOR, LLC PURCHASE ORDER REQUIREMENTS

28.7 RECEIVING INSPECTION

All goods will be received by Wencor, LLC subject to inspection, test, and rejection. If goods received are in non-conformance to specifications, drawings, or P.O., at Wencor, LLC's discretion goods may be (1) returned at Seller's expense and all delivery charges paid by Wencor, LLC will be refunded by Seller, (2) corrected, or (3) replaced at Seller's expense, including transportation both ways. This clause shall not affect any of the rights or liabilities of the parties under the WARRANTY clause. The aforesaid in no way relieves the Seller of its responsibility to inspect and verify that goods in every way meet P.O., print, and specification requirements.

28.8 WARRANTY

Seller warrants that all goods delivered under the P.O. will be merchantable, free from defect in materials and workmanship, and will conform to applicable specifications and drawings. If Seller is responsible for design, Seller warrants that all goods delivered under the P.O. will be free from defective design and will be fit and sufficient for all purposes for which it is designed. Wencor, LLC's approval of designs furnished by Seller shall not relieve Seller of obligations under this warranty. Seller's warranties shall pass on to Wencor, LLC and its customers. Without prejudice to any other remedy that Wencor, LLC may have, Seller shall be responsible for, and bear the expense of, any necessary correction due to faulty workmanship or materials, or due to faulty design unless such design was supplied by Wencor, LLC. Seller further warrants that all aircraft materials and/or components shall be furnished in compliance with all applicable Federal Aviation regulations. All inspection records will be made available to Wencor, LLC upon request. Seller further warrants that all goods supplied or services performed shall be in

accordance with all applicable federal, state, and local laws including environmental protection and occupational safety and health.

28.9 DELIVERY

Shipments shall be made as specified and strictly in accordance with the delivery schedule of the P.O. All orders must be shipped via FedEx on Wencor, LLC's FedEx account, unless otherwise specified by Wencor, LLC. If the Seller's deliveries fail to meet the schedule, Seller will pay the difference between the shipping method specified in the P.O. and the premium transportation rates. In the event that Seller is unable to make delivery by the date required on the purchase order, Wencor, LLC reserves the right to cancel or modify the P.O.

28.10 INDEMNIFICATION

Seller shall indemnify and hold harmless Wencor, LLC against any and all claims for U.S. or foreign patent, copyright, trademark, or other proprietary rights infringement. Seller shall defend at Seller's expense any and all infringement suits or actions of law or in equity brought against Wencor, LLC and shall satisfy all judgments entered therein.

28.11 TAXES

Seller agrees to pay any taxes imposed by law on account of the goods purchased hereunder.

28.12 NON-DISCRIMINATION & FAIR LABOR STANDARDS ACT

- A. Wencor, LLC is an EEO/Affirmative Action Employer & complies with 41 CFR 60-1.4, 300.5, & 741.5 & related Executive Orders. This contractor & subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) & 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on protected veteran status, disability, race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors & subcontractors take affirmative action to employ & advance in employment individuals without regard to protected veteran status, disability, race, color, religion, sex, or national origin.
- B. Seller hereby certifies that all goods sold hereunder which are produced or manufactured in the United States are produced in compliance with all applicable requirements, orders and regulations of the United States Federal Government pertaining to nondiscrimination in employment and facilities including, but without limitation to, the provisions contained in paragraphs one through seven of Part II, Nondiscrimination in Employment by Government Contractors and Subcontractors, of Executive Order 11246 (as amended by Executive Order 11375), Certification of Non-segregated Facilities (41 CFR Chap.1, Section 1-12.803-10), the Equal Opportunity and Affirmative Action clauses as required by 41 CFR 60-1.4 (f) (7), 60-250.4(m) and 60-741.4(f), and the Fair Labor Standards Act of 1938 as amended (29 U.S. Code 201-219), all of which provisions are incorporated herein by reference and expressly made a part hereof. Seller also certifies full compliance with all state and local laws and orders relating to nondiscrimination in employment and facilities that are applicable to Seller.

28.13 RIGHTS AND RESERVATION

Rights to all drawings, designs, information, tools, and other items supplied by Wencor, LLC are reserved and the same shall not be used or reproduced for any purpose whatsoever except for the performance of work under the P.O.

28.14 DEFAULT

- A. Wencor, LLC may, subject to provisions of paragraph (c) below, cancel in whole, or in part, the P.O. under any one of the following circumstances:
 - i. if Seller fails to make delivery of the goods or perform the services within the time specified herein or any agreed upon extension thereof;
 - ii. if Seller fails to perform any of the other provisions of the P.O., or fails to make progress so as to endanger performance of the P.O. in accordance with its terms;

- iii. If in either of these two circumstances, failure to cure within a period of ten (10) days (or such longer period as Wencor, LLC may authorize in writing) after receipt of notice from Wencor, LLC specifying such failure, as indicated in (i) or (ii) above.
- B. In the event Wencor, LLC cancels the P.O. in whole or part provided in paragraph (a) of this clause, Wencor, LLC may procure upon such terms and in such a manner as Wencor, LLC may deem appropriate, goods or services similar to those so canceled, and Seller shall be liable to Wencor, LLC for any extra costs for such similar goods or services provided that Seller shall continue performance of the P.O. to the extent not canceled under the provisions of this clause.
- C. Except with respect to defaults of subcontractors, Seller shall not be liable for any excess costs if the failure to perform the P.O. arises from causes beyond the control and without the fault or negligence of the Seller. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of Wencor, LLC, acts of Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather, but in every case the failure to perform must be beyond the control and without the fault or negligence of Seller. If the failure to perform is caused by the default of a subcontractor and if such default arises out of causes beyond the control of both Seller and subcontractor, and without the fault or negligence of either of them, Seller shall not be liable for any excess costs for failure to perform unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Seller to meet the required delivery schedule.
- D. If the P.O. is canceled as provided in paragraph (a) of this clause, Wencor, LLC, in addition to any other rights provided in this clause, may require Seller to transfer title and deliver to Wencor, LLC, in the manner and to the extent directed by Wencor, LLC,
 - i. any completed goods, and
 - ii. such partially completed goods and material, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter "manufacturing materials") as Seller has specifically produced or specifically acquired for the performance of such part of the P.O. as has been canceled, and Seller shall upon direction of Wencor, LLC, protect and preserve property in possession of Seller in which Wencor, LLC has an interest. Payment for completed goods delivered to and accepted by Wencor, LLC shall be at the P.O. price. Payment for manufacturing materials delivered to and accepted by Wencor, LLC and for protection and preservation of property shall be in an amount agreed upon by Seller and Wencor, LLC.
- E. If, after notice of cancellation of the P.O. under the provisions of this clause, it is determined for any reason that the Seller was not in default under the provisions of this clause, the rights and obligations of the parties shall be the same as if the notice of cancellation had not been issued.
- F. The rights and remedies of Wencor, LLC provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the P.O.
- G. The performance of work under the P.O. may be terminated in whole, or from time to time in part, by Wencor, LLC, for its convenience.

28.15 VENUE SELECTION/CHOICE OF LAW

This agreement shall be deemed to have been made in the State of Georgia, U.S.A. and shall be interpreted in accordance with the law of the State of Georgia without regard to conflict of law principles. Seller consents to the exclusive jurisdiction of the state and federal courts of the State of Georgia, U.S.A., for determination of any claim or



controversy between the parties and arising out of or relating to these terms and conditions of purchase. In the event that Wencor, LLC shall engage an attorney or commence an action against Seller arising out of facts and circumstances related to these terms and conditions of purchase including, but not limited to, Seller's breach of any of its obligations hereunder, Wencor, LLC shall be entitled to recover its reasonable attorney's fees, costs, and other disbursements incurred in connection therewith.