

Win-Tech, Inc. – Terms & Conditions of Sale

Last updated: October 27, 2025

Win-Tech, Inc. (“Win-Tech”) is a precision machine shop located in Kennesaw, Georgia, specializing in build-to-print aerospace and defense components.

These Terms & Conditions (“Terms”) apply to all quotations, sales, and deliveries made by Win-Tech unless otherwise agreed to in writing.

1. Scope and Acceptance

- 1.1 These Terms apply to all quotations, acknowledgments, purchase orders, and contracts (“Orders”) between Win-Tech and the Buyer.
- 1.2 By submitting a purchase order or accepting a quotation, the Buyer acknowledges and agrees to these Terms.
- 1.3 Any additional or different terms proposed by Buyer are rejected unless expressly accepted in writing by an authorized representative of Win-Tech.
- 1.4 These Terms supersede any prior understandings or oral agreements relating to the sale.

2. Company Certifications and Compliance

- 2.1 Win-Tech is AS9100D and ISO 9001:2015 certified, CMMC Level 2 certified by a third-party assessor, JCP registered, and maintains a DDTC registration under ITAR.
- 2.2 All work is performed in accordance with applicable contractual, regulatory, and quality management requirements.

3. Prices and Payment

- 3.1 Unless otherwise specified in writing, all prices are in U.S. Dollars and are exclusive of taxes, duties, freight, shipping, or insurance.
- 3.2 Standard payment terms are Net 30 days from the date of invoice unless otherwise stated on the quotation.
- 3.3 Late payments may incur interest at 1.5 % per month (or the maximum rate permitted by Georgia law).

3.4 Win-Tech reserves the right to require full or partial payment in advance for new customers or large Orders. If applicable, this will be listed on the quote.

4. Quotations and Orders

4.1 Quoted prices are valid for 90 days unless otherwise stated. Lead times may not be guaranteed but will be confirmed once order is placed.

4.2 Orders are subject to acceptance by Win-Tech and may not be canceled or changed without prior written approval.

4.3 If a Buyer requests changes to specifications, quantity, or delivery dates, Win-Tech will provide an adjusted quote for cost and lead-time impact.

5. Delivery and Risk of Loss

5.1 Delivery dates are estimates only and subject to material availability, customer approvals, and Force Majeure events.

5.2 Certain Win-Tech orders may be subject to rated priority under the Defense Priorities and Allocations System (15 CFR Part 700). In accordance with federal regulation, all rated (DX or DO) orders will receive scheduling and production priority over unrated orders. Win-Tech will make reasonable efforts to notify affected customers if delivery dates for unrated orders must be adjusted as a result of DPAS priority requirements.

5.3 Unless otherwise agreed, shipments are made F.O.B. Marietta, Georgia, with risk of loss transferring to Buyer upon delivery to the carrier.

5.4 Packaging and shipment will be made in accordance with industry standards suitable for the method of transport or per customer requirement on Order.

6. Inspection and Acceptance

6.1 Buyer shall inspect all Goods upon receipt and must notify Win-Tech in writing within ten (10) days of any non-conformance.

6.2 If no notice is received within this period, the Goods are deemed accepted.

6.3 All Returns require written authorization and may be subject to restocking or handling charges if no non-conformance applies.

7. Warranty

7.1 Win-Tech, Inc. warrants that all products manufactured by Win-Tech shall be free from defects in workmanship for a period of one (1) year from the date of shipment.

7.2 This warranty is limited to defects arising solely from Win-Tech's workmanship and does not cover defects, failures, or damage resulting from:

- Customer-supplied materials, designs, or specifications;
- Improper handling, storage, installation, or use by the customer or third parties;
- Normal wear and tear, corrosion, or environmental conditions beyond Win-Tech's control;
- Any modification, rework, or repair performed without written authorization from Win-Tech.

7.3 Win-Tech's obligation under this warranty is limited, at its option, to repair, rework, or replacement of the defective product, or credit of the purchase price for the defective portion, provided the product is returned for evaluation within the warranty period.

7.4 No warranty is made, and Win-Tech expressly disclaims, any responsibility for fitness for a particular purpose or merchantability, except as specifically stated herein.

7.5 Under no circumstances shall Win-Tech be liable for incidental, consequential, or special damages, including but not limited to loss of profits, loss of use, or production delays.

8. Limitation of Liability

8.1 Win-Tech shall not be liable for indirect, incidental, punitive, or consequential damages, including loss of profits, production, or data.

8.2 In no event shall Win-Tech's total liability exceed the amount paid by Buyer for the specific Goods or Services giving rise to the claim.

9. Export Control and Data Security

9.1 Buyer acknowledges that Win-Tech operates under the International Traffic in Arms Regulations (ITAR), the Export Administration Regulations (EAR), and the Defense Federal Acquisition Regulation Supplement (DFARS) cybersecurity clauses when flowed per Order.

9.2 Buyer agrees not to provide Win-Tech with export-controlled or sensitive information without prior written notice and confirmation of eligibility. Win-Tech is not a cleared contractor house and should not receive classified information.

9.3 All technical data, prints, and communications will be handled in accordance with applicable export laws and CUI handling requirements.

9.4 Customers occasionally request that Win-Tech assign an Export Control Classification Number (ECCN) or determine whether an item is ITAR-controlled. Win-Tech will review such requests on a case-by-case basis; however, classification responsibility ultimately rests with the design authority or Prime Contractor who controls the technical data and end use.

9.5 Win-Tech will not assign an ECCN for a part when the company does not have sufficient information regarding its design intent, technical parameters, or end-use application.

10. Flowdown and Compliance

10.1 Buyer agrees that any U.S. Government flowdowns or customer-imposed requirements must be clearly stated on the purchase order or applicable documents at time of quote.

10.2 Any uncommunicated clauses, data requirements, or compliance expectations will not be assumed.

11. Intellectual Property and Drawings

11.1 When manufacturing to Buyer's drawings or specifications, Buyer assumes all responsibility for design adequacy and shall indemnify Win-Tech against any claim of infringement.

11.2 All intellectual property, tooling, and process documentation developed by Win-Tech remain the property of Win-Tech unless otherwise agreed in writing.

11.3 Drawings, process sheets, and traveler documents are Win-Tech's controlled records and may not be reproduced or distributed without authorization.

12. Customer-Supplied Material or Tooling

12.1 If Buyer supplies material, tooling, or components to Win-Tech, Buyer is responsible for ensuring they meet all applicable specifications.

12.2 Win-Tech will exercise reasonable care. Buyer retains title to such items and assumes responsibility for insurance.

13. Subcontractors and Special Processes

13.1 Win-Tech may subcontract certain processes (e.g., heat treat, plating, anodize, NDT) to approved suppliers that meet applicable customer, quality and regulatory standards. Certificates of Conformance or special process certifications will be provided as required.

13.2 If Buyer directs Win-Tech to use a particular subcontractor or special-process vendor, Win-Tech's responsibility shall be limited to proper coordination and communication of requirements. Win-Tech is not liable for that vendor's performance, schedule adherence, or product quality. Any rework, replacement, or delay caused by such vendor shall be at Buyer's expense.

14. Records Retention

14.1 Manufacturing, inspection, and traceability records shall be retained for a minimum of 10 years unless otherwise specified by contract. After that period, records may be securely destroyed.

15. Order of Precedence

15.1 In the event of a conflict between Buyer's purchase order and these Terms, Win-Tech's Terms shall govern unless otherwise agreed in writing.

16. Sustainability and Ethics

16.1 Win-Tech conducts business in compliance with all applicable laws and expects its suppliers, partners, and customers to do the same. We support fair labor practices, environmental responsibility, and ethical business behavior throughout the supply chain.

17. Confidentiality

17.1 Both parties agree to protect and not disclose each other's confidential or proprietary information except as required to fulfill the Order.

17.2 This obligation survives completion or termination of the Order for a period of five (5) years or per Non-Disclosure Agreement (NDA) on file, whichever is longer.

18. Force Majeure

18.1 Win-Tech shall not be liable for delay or failure to perform due to causes beyond its reasonable control, including natural disasters, war, strikes, pandemics, material

shortages, or government actions. Delivery dates will be extended for the duration of such delays.

19. Governing Law and Venue

19.1 These Terms and any dispute arising from them shall be governed by the laws of the State of Georgia, without regard to conflict-of-law principles.

19.2 The parties agree that the courts of Cobb County, Georgia shall have exclusive jurisdiction over any dispute.

20. Severability and Entire Agreement

If any provision of these Terms is held invalid, the remaining provisions shall remain in full force and effect.

These Terms, together with Win-Tech's quotation, order acknowledgment, or invoice, represent the entire agreement between the parties.

21. Updates

Win-Tech may revise these Terms at any time. The current version posted on www.win-tech.net at the time of Order acceptance shall apply.