



GENERAL TERMS AND CONDITIONS

This Agreement is subject to the following provisions:

1. **DEFINITIONS:** The terms "Contract" means the instrument of contracting, such as "Purchase Order" (PO), "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits and attachments. If these terms and conditions are incorporated into an "agreement" that provides for releases, (in the form of a Task Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.
2. **ACCEPTANCE OF AGREEMENT:** This Agreement is Buyer's offer to Seller. Acceptance is strictly limited to its terms. Buyer shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the provisions of this Agreement, whether or not such term or condition will materially alter this Agreement. Seller's commencement of performance or acceptance of this Agreement in any manner shall conclusively evidence agreement to this Agreement as written.
3. **SHIPPING TERMS:** Unless otherwise specified in the Agreement, all Items shall be shipped on a "freight collect" basis using Buyer provided shipping account number. Such costs or charges shall not be billed to Buyer or included on Seller's invoice (even if prepaid by Seller) unless otherwise specified or agreed to by Buyer in writing. Seller must follow Buyer's instruction as specified in each individual order. Each case or parcel shall be accompanied by a packing list of contents and must show Buyer's Agreement or Order number, line item number, description and quantity of Goods shipped, part number or size, if applicable, and appropriate evidence of inspections. A shipment containing hazardous and non-hazardous materials must have separate packing sheets for the hazardous and non-hazardous materials. The shipping documents will describe the material according to the applicable classification. If no packing list accompanies the shipment, Buyer's count will be conclusive on Seller. Items furnished in quantities other than that specified by Buyer on the Agreement are subject to Buyer's rejection and return at Seller's expense. Late deliveries are subject to Buyer's rejection and return for credit at Seller's expense.
4. **PACKAGING AND EXTRAS:** No charges will be allowed for transportation, packaging, packing, or returnable containers unless stated in this Agreement. Damage to any articles resulting from improper packaging will be charged to Seller. Material shall be suitable packed to secure lowest transportation costs and to conform to the requirements of common carriers and any applicable specifications.
5. **SPECIFICATIONS:** All articles ordered to specifications shall comply with such specifications current as of the date of this Agreement unless otherwise specified by Buyer. Supplier shall flow down applicable product specifications, descriptions and requirements to sub-tier suppliers including key characteristics as required.
6. **CHANGES:**
 - a) Buyer may at any time, by written notice, make changes in the specifications, designs or drawings, samples or other description to which the articles are to conform, in methods of shipment and packaging, or place of delivery. If 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 Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both, and this Agreement modified accordingly. Any claim for an equitable adjustment must be made *within thirty (30) days* of the receipt of such notice. The equitable adjustment shall be made based on negotiations between Buyer and Seller. Nothing in this clause shall excuse the Seller from proceeding without delay to perform this Order as changed. Seller shall make no substitutions or changes to the form, fit, or function of the articles furnished to Buyer by Seller hereunder without prior written notice and approval in writing from Buyer.
 - b) The review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Seller of any of its obligations under this Agreement, nor excuse or constitute a waiver of any defects or nonconformity in any articles furnished under this Agreement, nor change, modify or otherwise affect any of the provisions of this Agreement, including, but not limited to, the prices and delivery schedules contained herein.
 - c) **Change in Seller's Manufacturing Location** - In the event that Seller intends to close or change the manufacturing location of any items delivered under this Agreement, Seller shall, at a minimum, give Buyer *six (6) months* advance notice in writing of its intent to close or change the current manufacturing location. Upon receipt of written notification by Buyer from Seller, Buyer may request at its option, and Seller shall provide, adequate assurances, including a comprehensive plan, detailing how Seller intends to meet its performance obligations and delivery of conforming product as required under this Agreement. In the event that Seller fails to provide such written notification and adequate assurance that Seller does not intend to breach its obligations, Buyer at its option may terminate this Agreement in whole or in part without obligation or liability of any kind whatsoever to Seller and without waiving any other rights or remedies under this Agreement, at law or in equity. Buyer shall be entitled to recover all costs it reasonably incurs as a result of Seller's breach of its obligations hereunder.
7. **WARRANTY:** Seller warrants for a period of twelve months from the date of acceptance by Buyer's Customer that articles supplied by Seller hereunder shall be of merchantable quality, free from defects in material and workmanship and conform to Buyer's specifications and to all drawings, samples or other descriptions furnished or adopted by Buyer. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance, and payment for the articles and shall run to Buyer, its successors and customers. Buyer may, at its option, either return for credit or refund or require prompt correction or replacement of the defective or nonconforming article. Seller shall be responsible for the cost of shipping goods that are (i) not as warranted and are returned to Seller, and (ii) supplied by Seller to Buyer as replacements or repairs to those described in (i). Articles required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection and



Acceptance" in the same manner and to the same extent as articles originally delivered under this Agreement, but only as to the corrected or replaced part or parts.

8. **INSPECTION AND ACCEPTANCE:** All articles provided pursuant to this Agreement by Seller or Seller's subcontractors shall be subject to inspection and test at all reasonable times and places, including the period of manufacture, by Buyer and Buyer's customers. All articles are also subject to final inspection and acceptance at Buyer's plant or other specified place of delivery notwithstanding any payments or other prior inspections. Notwithstanding any other provision of this Agreement, Seller shall be responsible to correct, at its expense, all latent defects, which cannot be discovered by Buyer through reasonable inspection methods or time of use. Buyer, at its option, may either reject any material or work not in conformity with the requirements and terms of this order, or rework the same at Seller's expense. Rejected material may be returned at Seller's risk and expense at the full invoice price plus applicable incoming transportation charges, if any. No replacement of defective material or work shall be made unless specified by Buyer.
9. **CANCELLATION/TERMINATION:** Buyer shall have the right to cancel this Agreement or any part thereof at any time: (a) **For Convenience** – In case of cancellation by Buyer of all or any part of this Agreement without cause, any cancellation claim must be submitted to Buyer *within sixty (60) days* after the effective date of cancellation and shall be subject to an audit. Buyer's maximum liability shall be limited to the following: (i) Payment for those articles already delivered and accepted by Buyer plus the proportionate part of the unit price for those articles in the process of manufacture, inspection, or test pro-rated to the state of their completion by Seller. Seller shall certify, with respect to all items of termination inventory included in the termination claim, the costs of which were taken into account in arriving at the amount of the termination claim. Certification shall establish that all such items are properly allocable to the terminated portion of the Agreement, that such items are not in excess of the reasonable quantitative requirements of the terminated portion of the Agreement, and that such items do not include any items reasonably usable without loss to Seller on its other work. (ii) Upon receipt of a notice of cancellation from Buyer, Seller shall stop work and immediately take the necessary action to ensure that all work under the Agreement shall cease and to the extent specified in Buyer's notice of cancellation, that all subcontracts and orders are forthwith terminated immediately. The provisions of this subparagraph shall not limit or affect the right of Buyer to cancel this Agreement For Cause and shall not apply to a breach of contract. (b) **For Cause** — Buyer may by written notice to Seller, without prejudice to any other rights or remedies provided under this Agreement, by law or in equity, terminate this Agreement in whole or in part in any of the following circumstances: (i) if Seller has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or (ii) if Seller fails to perform the work or deliver the supplies in accordance with the performance requirements or delivery schedules specified herein or any extension thereof; or (iii) if Seller (A) fails to perform any of the other terms of this Agreement, or (B) so fails to make progress as to endanger the performance of this Agreement in accordance with its terms, and in either of the two circumstances enumerated in this *provision 9(b)(iii)(A) or 9(b)(iii)(B)*, does not cure such failure within a period of *ten (10) days* (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure. In the event Buyer terminates this Agreement in whole or in part as provided in paragraph (b) of this provision, Buyer may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Buyer for any excess costs, reasonably incurred for such similar supplies or services; provided that Seller shall continue the performance of this Agreement to the extent not terminated under the terms of this provision.
10. **LIMITATION OF LIABILITY/DISCLAIMER OF DAMAGES.** Buyer's maximum aggregate liability for its acts or omissions hereunder shall be limited to a sum no greater than the aggregate value of the articles scheduled for delivery per the Agreement issued. FURTHER, IN NO EVENT SHALL BUYER BE LIABLE FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ITS ACTS OR OMISSIONS HEREUNDER.
11. **RELEASE OF NEWS INFORMATION AND ADVERTISING:** Seller and Seller's subcontractors of any tier shall not, without the prior written consent of Buyer (a) make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this Agreement, or (b) in any manner advertise or publish the fact that Buyer has placed this Agreement.
12. **SELLER'S DATA:**
 - a) Seller agrees that all data or information, regardless of form and including but not limited to tapes, photo prints and other graphic information, furnished with items or required to be furnished by this Agreement, together with any information furnished orally, shall be free from proprietary restriction. Data for which a restrictive use marking is authorized herein or by special agreement, may be duplicated and used by Buyer in the performance of its present and future contracts including preparation of logistics and instructional information and delivery thereof as required by customer contract. Seller further agrees to furnish additional data required by Buyer to support Buyer's requirements for logistics, maintenance, and operational data for Buyer's customer if ordered *within three (3) years* of final delivery for a reasonable price for preparation and delivery, including generation thereof, if required.
 - b) (1) To the extent that Seller establishes a claim to statutory copyright in any data first produced and furnished in the performance of this Agreement, Seller grants the Buyer a royalty-free, perpetual, nonexclusive, irrevocable, worldwide license to publish, distribute, translate, duplicate, exhibit, or perform any such data copyrighted by the Seller with the right to grant sublicenses. (2) Exclusive of computer software and related documentation, Seller agrees to grant a license for the benefit of Buyer of the same scope set forth in *Provision 12(b)(1)* to any technical data delivered under this Agreement that are copyrighted by Seller. (3) Exclusive of computer software and related documentation, Seller further agrees not to knowingly include any material copyrighted by others in technical data delivered under this Agreement without first obtaining, at no additional cost and for the benefit of Buyer, a license therein of the same scope as set forth in *Provision 12(b)(1)*.
13. **LICENSE FOR EQUIPMENT SPECIFIC SOFTWARE:** Software delivered hereunder, either embedded in equipment described herein or specifically designed for use in or with such equipment or Items shall remain the sole and exclusive property of Seller. Seller grants the Buyer a royalty-free, perpetual, worldwide, irrevocable, nonexclusive license to use such software only in or with the equipment or Items. Upon such transfer of software and equipment or Items, Buyer may make and distribute archival copies of the software.



14. **PATENT INDEMNITY:** Seller shall indemnify Buyer, its successors, assigns, agents, customers, and users of the articles against loss, damage, or liability, including costs and expenses, including attorneys' fees, which may be incurred on account of any suit, claim, judgment, or demand involving infringement or alleged infringement of any copyright, trademark, or patent rights in the manufacture, use, or disposition of any articles supplied hereunder in any form or media, provided Buyer shall notify Seller of any suit instituted against it, and to the full extent of its ability to do so shall permit Seller to defend the same or make settlement in respect thereto. Buyer does not grant indemnity to Seller for infringement of any patent, trademark, copyright, or data rights.
15. **INSURANCE:** All Suppliers shall have, as a minimum, the insurance coverage described below:
- a) During the term of this Agreement, Seller shall maintain the following insurance coverage in form and amounts reasonably satisfactory to Buyer:
 - (i) Workers Compensation as statutorily required in the State where the work is performed;
 - (ii) Employers Liability insurance in an amount not less than \$500,000 per accident, per employee, per disease;
 - (iii) Commercial Automobile Liability insurance and, if necessary, Umbrella Liability insurance in a combined total amount not less than \$2,000,000 per accident covering bodily injury and property damage arising out of the loading, unloading and use of owned, hired, and non-owned autos;
 - (iv) Commercial General Liability insurance and, if necessary, Umbrella Liability in a combined total amount not less than with a *limit not less than \$2,000,000* per accident covering bodily injury and property damage arising out of premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
 - b) In the event the articles sold to Buyer under this agreement are subject to airworthiness certification pursuant to any government regulatory agency or in and of itself could be considered an aircraft product, Seller shall also maintain coverage for aircraft products liability in an amount not less than \$25,000,000 per occurrence and in the aggregate covering bodily injury or property damage sustained by any person, caused by an occurrence and arising out of an aircraft products hazard. Such insurance can be provided by 1) an Aircraft Products Liability insurance policy or 2) the endorsement of the Commercial General Liability policy described in 15(a)(iv) to include coverage for aircraft products..
 - c) All required insurance must be underwritten by insurance companies with a minimum rating by A.M. Best of "A-" or other rating equivalent and licensed to conduct business in all states or territories where this Agreement shall apply.
 - d) Seller shall cause its insurer to waive its rights of subrogation against Buyer with respect to Workers' Compensation.
 - e) Seller shall provide Buyer a certificate of insurance attesting to the described above within
 - (i) Five (5) business days of signing this agreement and prior to the commencement of the Work and
 - (ii) Ten (10) days of each policy renewal.The certificate insurer shall endeavor to provide thirty (30) days written notice to Buyer in the event of policy cancellation or material change.
 - f) Subject to Buyer's permission for Seller to utilize subcontractors, Seller is obligated to assure that each such subcontractor obtains and maintains each of the above coverages. In the event that any such subcontractor or its insurers fail or are unable to honor the indemnification obligations of Seller to Buyer as stated in this Agreement in any manner, Seller agrees to assume such obligations of the subcontractor
 - g) It is specifically agreed that the types and amounts of insurance requested above shall not limit or otherwise affect Seller's obligation to indemnify, and hold Buyer harmless as provided by the Indemnification provisions of this Agreement.
 - h) The failure of the Seller to maintain the insurance coverage and limits required by the Buyer during the term of this Agreement shall be considered a material breach hereof. Any failure of Buyer to declare Seller to be in material breach hereof shall not be deemed a waiver by Buyer of the right to claim material breach for subsequent failure to maintain the required coverage.
16. **INDEMNIFICATION:** Seller hereby agrees to indemnify and hold harmless Buyer, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, damages, losses, causes of action and judgments brought by any person, corporation, governmental entity or other entity not a party to this Agreement, whether arising from injury or death to persons or loss or damage to property or otherwise (collectively "Third Party Claims"), and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims arise from (a) any defect in the design, workmanship or material of any product or associated software delivered by Seller to Buyer hereunder and/or (b) any negligence (whether active or passive) or willful misconduct of Seller, its subcontractors of any tier or its or their directors, officers, agents, or employees.
17. **FORCE MAJEURE:** Neither party shall be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of any Government authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. If the delay is caused by the delay of a subcontractor of Seller and if such delay arises out of causes beyond the reasonable control of both Seller and the subcontractor, and without the fault or negligence of either of them, Seller shall not be liable to Buyer in damages unless the articles or



services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Seller to meet the required delivery schedule. Seller will notify Buyer in writing *within ten (10) days* after the beginning of any such delay.

18. **ASSIGNMENT:** Buyer may assign in whole or in part any of its rights and obligations under this Agreement without the prior consent of the other party. Seller shall not assign in whole or in part or subcontract in whole or substantially in whole any part of its rights or obligations under this Agreement without the express written consent of Buyer. The terms and conditions of this Agreement shall bind any permitted successors and assigns of either party.
19. **CONFIDENTIAL, PROPRIETARY OR TRADE SECRET INFORMATION AND PROPERTY:** Seller shall keep confidential and otherwise protect from disclosure all data or information, regardless of form and including but not limited to drawings, specifications, samples, software (source and object codes and any related documentation) and property obtained from Buyer in connection with this Agreement and identified as confidential, proprietary and/or trade secret. Goods or services designed or manufactured specifically to Buyer requirements or specifications shall not be sold or marketed to any third party without Buyer's prior express written consent. Unless otherwise expressly authorized herein or by Buyer in writing, Seller shall use such information and property, and the features thereof, only in the performance and for the purpose of this Agreement. Nothing contained herein grants Seller any ownership in or rights to any information furnished except as specifically stated herein or granted separately in writing by Buyer. (a) Upon Buyer's request, Seller shall return all such information and property to Buyer or make other disposition thereof as is directed by Buyer. In the event of such requirement, Buyer shall provide and Seller shall comply, with written instruction on how Seller must sell or dispose of defective, completed or partially completed proprietary information, equipment or property, including scrap, or rendering such property unsuitable for further use. In all subcontracts and purchase orders issued by Seller for performance of work related to this Agreement, Seller shall include appropriate confidentiality provisions providing to Buyer the same rights and protection as contained in this clause. (b) Seller shall be liable to Buyer for any loss or misappropriation of the information or property.
20. **BUYER'S PROPERTY:** All property used by Seller in connection with this Agreement which is owned, furnished, charged to or paid for by Buyer shall be and remain the property of Buyer subject to removal and inspection by Buyer at any time without cost or expense to Buyer and Buyer shall have free access to Seller's premises for the purpose of inspecting or removing such property. All such property shall be identified and marked as Buyer's property, used only for this Agreement and adequately insured by Seller at its expense for Buyer's protection. Seller shall assume all liability for and maintain and repair such property and return the same to Buyer in its original condition, reasonable wear and tear expected, and when such property is no longer required hereunder, Seller shall furnish Buyer with a list thereof and shall comply with any Buyer disposition instructions applicable thereto. Buyer shall not be obligated to pay any invoices until the first article produced there from shall have been received and accepted. Materials, excluding Government Property, furnished by Buyer on other than a charge basis in connection with this Agreement shall be held by Seller as bailee thereof. Seller agrees to pay Buyer's replacement cost for all such material spoiled or otherwise not satisfactorily accounted for less a reasonable amount for scrap. Seller shall be a bailee of the Buyer's property until the termination or expiration of the Agreement or Buyer requires Seller to return such property, whichever may occur first. As bailee, Seller is required to provide insurance for the Buyer's property, pay any reasonable expenses associated with the storage and maintenance of the Buyer's property, and retain possession of the Buyer's property throughout the execution of the Agreement, unless written permission is obtained from the Buyer. Seller covenants and warrants to Buyer that it will not permit or suffer any third party or parties to assert any liens of any nature against Buyer's property, by any agreement, use the property as collateral in any secured transaction, or perfect any security interest in the same or otherwise encumber the property. The Seller will also indemnify, defend, and hold harmless Buyer, and all persons and entities of Buyer, from any and all damages and claims for damages arising out of this Agreement or in connection with the products manufactured or processed by the Seller using Buyer's property. The Buyer and its agents shall not be liable for any injury, death or property damage arising from the use of the Buyer's property. Seller will be liable for any loss or damage of the Buyer's property and provide a replacement value for any lost or damaged property.
21. **GRATUITIES:** Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to Buyer's employees, agents or representatives or any gratuity or political contribution to any Government officials or political party with a view toward securing this order or securing favorable treatment with respect thereto.
22. **COMPLIANCE WITH LAWS:** Seller warrants that it will comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Agreement including any employment, health or safety agency regulations.
23. **REMEDIES, NON-WAIVER AND INVALIDITY:** Any and all failures, delays, or forbearances of either party in insisting upon or enforcing at any time or times any of the provisions of this Agreement, or to exercise any rights or remedies under this Agreement, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies in those or any other instances; rather, the same shall be and remain in full force and effect. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The rights and remedies provided Buyer pursuant to this Agreement shall be cumulative and in addition to any other rights and remedies provided by law or equity. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.
24. **APPLICABLE LAW:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Florida, without regard to its choice of law rules, but including the provisions of the Uniform Commercial Code of said State. This Agreement specifically excludes the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, as amended by Protocol.
25. **DISPUTES:**
 - a) As to U.S. based Sellers: In the event that any such claim, dispute or controversy cannot be resolved by and between Buyer and any U.S. based Seller through negotiation and/or mediation, such claim, dispute or controversy shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules,



- including the Emergency Interim Relief Procedures, as applicable. The tribunal shall consist of three arbitrators. *Within fifteen (15) days* after the commencement of arbitration, each party shall appoint one person to act as arbitrator and, *within ten (10) days* after the latest date upon which each such arbitrator shall have been appointed, the two selected arbitrators shall appoint a third arbitrator. If the arbitrators appointed by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be appointed by the American Arbitration Association. The place for arbitration shall be Chicago, Illinois. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Both parties waive and relinquish the right to refer such claim, dispute or controversy to any other jurisdiction. The arbitrators will have no authority to award punitive, special, incidental, indirect or consequential damages whatsoever including, without limitation, damages for loss of use or business interruption. Each party shall bear its costs of arbitration except that the arbitration tribunal shall award to the prevailing party its reasonable attorneys fees.
- b) **As to Foreign based Sellers:** In the event that any such claim, dispute or controversy cannot be resolved by and between Buyer and any Foreign based Seller through negotiation and/or mediation, such claim, dispute or controversy shall be resolved by arbitration under the Rules of the London Court of International Arbitration. The tribunal shall consist of three arbitrators. *Within fifteen (15) days* after the commencement of arbitration, each party shall appoint one person to act as arbitrator and, *within ten (10) days* after the latest date upon which each such arbitrator shall have been appointed, the two selected arbitrators shall appoint a third arbitrator. If the arbitrators appointed by the parties are unable or fail to agree upon a third arbitrator, the third arbitrator shall be appointed by the London Court of International Arbitration. The place for arbitration shall be London, England and the proceedings shall be conducted in the English language.
- c) Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof. Both parties waive and relinquish the right to refer such claim, dispute or controversy to any other jurisdiction. The arbitrators will have no authority to award punitive, special, incidental, indirect or consequential damages whatsoever including, without limitation, damages for loss of use or business interruption. Each party shall bear its costs of arbitration except that the arbitration tribunal shall award to the prevailing party its reasonable attorney's fees. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Both parties hereby waive the right to refer the case to any other jurisdiction. The parties shall continue to perform their obligations under this Agreement pending the outcome of such arbitration.
26. **TAXES:** All duties and taxes payable in the country of manufacture due under the laws of that country shall be borne by the Seller. Seller is liable for and shall pay all taxes, impositions, charges and exactions imposed on or measured by this Agreement except those Buyer specifically agrees or is required by law to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges and exactions for which Buyer has furnished an exemption certificate.
27. **TITLE:** Except if title has heretofore passed to Buyer or Buyer's customers under other provisions of this Agreement, title to the Items shall pass to Buyer upon delivery of the Items to the point designated by Buyer in its Shipping Term.
28. **HAZARDOUS MATERIALS:** Seller shall notify Buyer of every article ordered hereunder which contains material hazardous or injurious to the health or physical safety of persons even though said hazard or injury may only occur due to mishandling or misuse of the article. In addition, Seller shall identify the hazardous or injurious material and notify Buyer of the effects of such material on human beings and the physical manifestations that could result. For each article so identified, Seller shall supply Buyer warning labels or instructional material appropriate to warn persons coming in contact therewith of the hazard and its effects.
29. **U.S. EXPORT CONTROL LAWS AND REGULATIONS:** The recipient of information and property under this Contract acknowledges its obligations to control access to technical data and equipment under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations and any license(s) issued there under with regard to any technical data or equipment received under this Contract. Seller shall be responsible for obtaining required export licenses or other approvals from the government of the country of origin. Should any government deny a license or approval necessary for the performance of this Agreement for reasons beyond the control of Seller, this Contract may be canceled *in accordance with Clause 9(b)* above. In the event any government agency levies any penalties, fines or charges against Buyer due to Seller's failure to provide any necessary product information for import or export documentation, Seller shall reimburse Buyer for all such charges.
30. **INDUSTRIAL COOPERATION CREDITS:** Buyer's need for industrial cooperation credits may be one of the reasons for entering into this Agreement. In the event this Agreement is awarded to a non-U.S. company, Buyer (including its business units, divisions, and subsidiaries) shall have the exclusive rights to all offset or industrial cooperation credits flowing from this Agreement. At Buyer's request, Seller shall provide appropriate transaction information which Buyer may need for claiming offset or industrial cooperation credits.
31. **PRODUCT INFORMATION** - Seller shall provide the following information for all product or Items to be delivered under this Agreement. Inability to provide the required information may be considered a failure to deliver in conformity with this Agreement and Buyer may, in its sole discretion and at Seller's expense, reject the article at the point of receipt:
- Harmonized Tariff Schedule Number (HTS);
 - Export Control Classification Number (ECCN);
 - Schedule B Number;
 - USML Category Code (CAT);
 - Country of Origin;
 - Seller must submit a Certificate for each article by either: A Certificate of Origin for all product or Items delivered hereunder. Seller must submit a Certificate for each article by either:
 - submitting a blanket Certificate of Origin on an annual basis for all Items to be delivered; or
 - submitting an individual Certificate of Origin whenever there is a change in country of origin on any article on order; or



(iii) submit a new Certificate for any new Buyer or Seller Part Number that is added to this Agreement.

The Certificates of Origin shall be sent to Buyer's Subcontract Administrator. If the product or article is manufactured in Canada or Mexico, a NAFTA Certificate of Origin is required.

32. **IMPORT DOCUMENTATION:** Seller shall include the following information on the commercial invoice or document (proforma, waybill, manifest, packing slip, etc.) accompanying any product or article being imported into the United States:
- a) Shipper (Name and Address) - Mandatory
 - b) Ship To (Name and Address) - Mandatory
 - c) Invoice Number - Mandatory
 - d) Invoice/Shipment Date - Mandatory
 - e) Terms of Sales - (FOB, EXW) -- Mandatory
 - f) Mode of Transportation-Air, Freight Collect, or Third Party Bill Rockwell Collins, Cedar Rapids, IA - Mandatory
 - g) Airport of Loading - Not Mandatory
 - h) Airport of Unloading/Destination - Not Mandatory
 - i) Description of Goods - Mandatory
 - (i) Detailed Description of merchandise being shipped (including name, grade or quality, numbers marks & symbols under which it is known on packages, i.e., integrated circuits; microprocessor, 32 bits)
 - (ii) Individual Line Items Must Be Identified With ALL of the Following Information:
 - A. Collins Part Number (CPN)
 - B. Vendor Part Number (VPN), if appropriate
 - C. P.O. Number
 - D. Quantity
 - E. Unit Price (U.S. Dollars) - transaction value
 - F. Total Amount in U.S. Dollars or Agreed Upon Currency (identify currency)
 - G. Total Quantity of All Line Items - Mandatory
 - H. Total Amount of All Line Items/Unit Price - Mandatory
 - I. Declared Value for Customs Purposes Only - Mandatory
 - (i) Value (purchase price includes any assists, sales royalties or license fees, selling commissions, packing costs incurred by buyer, and/or proceeds of subsequent sale;
 - (ii) Fair Market Value for No Charge Items When It Applies;
 - (iii) Shipments returned for repair - value of unit less reasonable depreciation (GAAP); and
 - (iv) Shipments returned after repair - Buyer stated item value plus a second line item identifying the value of Seller's repair (duties are assessed on repair value).
 - J. Harmonized Schedule Number [Harmonized Tariff Schedule] - Mandatory
 - K. Country of Origin: Country of Manufacture (for U.S. Imports) - Mandatory
 - L. Total Number of Cartons, Gross Weight in Kilos - Mandatory
 - M. Carton Dimensions - Not Mandatory, but Preferred
 - N. Reason for Importation Other Than Sale (U.S. Goods Returned, Repair/Return)
 - O. Name of Manufacturer
 - (iii) The following information is mandatory if applicable to the shipment:
 - A. ECCN/Category Number Assigned to the Product on Export
 - B. ITAR Clearance Information
 - C. Government Contract Number
 - D. License Number
 - E. FCC, FDA, or TSCA Require Information
 - F. All Goods or Services Furnished for the Production of the Product, i.e., Assists
 - G. All Charges Upon the Product, Itemized by Name and Amount, Including Freight, Insurance, and Commission, Packaging Costs, and Inland Freight to Port of Export if Not Included in the Invoice Price and so Identified
 - H. Discounts, Rebates, Drawbacks and Bounties
 - I. Solid Wood Packing Materials (SWPM) Certification
33. **UNITED STATES PUBLIC LAWS:** Seller shall comply with the requirements, as applicable and as amended, of 41 C.F.R. §60-1 Equal Employment Opportunity; 41 C.F.R. §60-250-1 Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Special Disabled Veterans of Vietnam; and 29 U.S.C. §793 Employment Under Federal Contracts; 15 C.F.R. 700 Defense Priorities Allocation System, 15 U.S.C. 637(d)(2) and (3), Utilization of Small Business Concerns also referenced in Federal Acquisition Regulation Section 52.244-6 or 52.212-4. In the event this Agreement identifies that it is placed pursuant to a U.S. Government prime contract for commercial items, contract provision of DFAR § 252.244-7000 shall apply.
34. **SPECIAL U.S. GOVERNMENT PROVISIONS:** If an Agreement identifies that it is placed under a U.S. Government prime contract for non-commercial materials, applicable special U.S. Government contract provisions are found in Attachment "Flowdown Clauses General Provisions" for Federal Acquisition Regulations (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) clauses, as in effect on the date of this Agreement, are incorporated herein by reference. In such clauses, unless otherwise specifically stated, the term "Contractor" means Seller except in the term "prime contractor," "subcontractor" means Seller's



subcontractor, "Contract" means this Agreement, except in term "prime contract" and both "Contracting Officer" and "Government" mean Buyer except in the terms "Government Property," "Government-Owned Property," and "Former Government surplus Property," or as otherwise indicated. The full text of a clause may be accessed electronically at the websites <http://farsite.hill.af.mil/> or <http://arnet.gov/far/>.

35. **ELECTRONIC CONTRACTING:** The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.
36. **ENTIRE AGREEMENT:** This Agreement is intended by the Buyer and Seller as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings, written or oral, between the Parties, no usage of the trade nor acceptance or acquiescence in a course of performance rendered under this Order shall be relevant to supplement, explain or be relevant to determine the meaning of the terms of this Order even though the accepting or acquiescing Party has knowledge of the nature of the performance and opportunity for objection. No Amendment or change of any kind shall be binding upon Buyer unless in writing and signed by an authorized representative or Buyer.