

COLLINS AEROSPACE - OVERRIDING TERMS AND CONDITIONS OF SALE

1. **Purpose.** These overriding terms of sale (these “Terms”) shall apply to all Orders placed by Customer for purchases from Goodrich Corporation and Hamilton Sundstrand Corporation, each a part of Collins Aerospace acting by and through their unincorporated divisions and subsidiaries listed below (collectively “Collins Aerospace” or “Collins” or “Seller”) of any Product, and the constituent spare Parts of such Products (collectively “Parts”). Customer or Collins may be referred to as the “Party” or the “Parties,” respectively.
2. **Applicability.** These Terms shall apply to any Order issued by Customer in a given calendar year. The terms and conditions set forth in this document will take precedence over all other terms submitted by Customer’s Purchase Order (individually an “Order” or collectively, “Orders”) unless otherwise agreed to in writing.
3. **Unincorporated Divisions**

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Evacuation Systems, with offices at 3414 South Fifth St., Phoenix, AZ 85040-1169, USA (Cage Code 0ACH4)

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Cargo Systems, with offices at 2604 Highway 20 North Jamestown, ND 58401-9623, USA (Cage Code 31645)

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Cabin Seating Systems, with offices at 701 Maple Street, Peshtigo, WI 54157-1347, USA (Cage Code 0EXK2)

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Cabin Systems - Booth Veneers, with offices at 510 Patrol Road, Jeffersonville, IN 47130-7755, USA (Cage Code 7PSW4)

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Wheels & Brakes, with offices at 101 Waco Street, P.O. Box 340, Troy, OH 45373-3872 USA (Cage Code 97153)

Goodrich Corporation, acting by and through its unincorporated division, Goodrich De-icing and Specialty Systems, with offices at 1555 Corporate Woods Parkway, Uniontown, OH 44685-8799, USA (Cage Code A0JJ0)

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Hoist and Winch, with offices at 2727 E. Imperial Hwy, Brea CA 92821-6713, USA (Cage Code 3HRL4)

Hamilton Sundstrand Corporation, acting by and through its Electric, Environmental & Engine Systems business unit, with offices at One Hamilton Road, Windsor Locks, CT 06096-1000, USA (Cage Code 73030)

Hamilton Sundstrand Corporation, acting by and through its Electric, Environmental & Engine Systems business unit, with offices at 4747 Harrison Avenue, Rockford, IL 61108-7929, USA (Cage Code 99167)

Subsidiaries and Affiliates

AMI Industries Inc., with offices at 1275 N Newport Rd, Colorado Springs, CO 80916-2779, USA (Cage Code 31218)

Atlantic Inertial Systems, Ltd., with offices at Clittaford Road, Southway, Plymouth, Devon PL6 6DE, UK

Goodrich Actuation Systems Limited, with offices at Stafford Road, Fordhouses, Wolverhampton, West Midlands WV10 7EH UK (Cage Code K0377)

Goodrich Actuation Systems SAS, with offices at 106 rue Fourny, F-78530 Buc, France (Cage Code F1688)

Goodrich Actuation Systems SAS, with offices at 13, Avenue de l' Eguillette, B.P. 7186 (F-95056 Cergy-Pontoise Cedex) F-95310, Saint Ouen l'Aumone, France (Cage Code FA3T1)

Goodrich Aerospace Canada Ltd., with offices at 1400 South Service Road, West Oakville, L6L 5Y7 Ontario, Canada (Cage Code 02121)

Goodrich Control Systems, with offices at The Radleys, Marston Green, Birmingham B33 0HZ UK (Cage Code U9231)

Goodrich Lighting Systems GmbH & Co KG, with offices at Bertramstrasse 8, D – 59557 Lippstadt, Germany (Cage Code D8095)

Goodrich Lighting Systems, Inc., with offices at 3445 South Fifth Street, Suite 180, Phoenix, AZ 85040-1179, USA (Cage Code 55438)

Kidde-Deugra Brandschutzssysteme GmbH, with offices at Halskestrasse. 30, 40880 Ratingen, Germany

Kidde Technologies Inc., with offices at 4200 Airport Drive, Wilson, NC 27896-8630, USA (Cage Code 61423 & 73168)

L'Hotellier SAS, with offices at 4, rue Henri Poincare, 92160 Antony, France (Cage Code F9211)

Microtecnica S.r.l., with offices at Piazza Arturo Graf, 147, I-10126 Torino (TO), Italy (Cage Code A0076)

Nord-Micro GmbH & CO. OHG, with offices at Victor-Slotosch-Str. 20, 60388 Frankfurt Germany, (Cage Code C0002)

Ratier-Figeac S.A.S. , with offices at Avenue Ratier, B.P. No. 2, F-46101 Figeac Cedex, France (Cage Code F0221)

Rohr, Inc., with offices at 850 Lagoon Drive, Chula Vista, CA 91910-2098, USA (Cage Code 51563)

Rosemount Aerospace Inc., with offices at 14300 Judicial Road, Burnsville, MN 55306-4898, USA (Cage Code 59885 & 60678)

Rosemount Aerospace GmbH, with offices at Lochhamerstrasse 13, D-82152 Martinsried, Germany

Rosemount Aerospace S.A.R.L., with offices at 22, Chemin de la Crabe, F-31027 Toulouse Cedex, France

Simmonds Precision Products, Inc., with offices at 100 Panton Road, Vergennes, VT 05419-1008, USA (Cage Code 89305 & 12511)

Winslow Marine Products Corporation, dba Winslow LifeRaft Company, with offices at 11700 Winslow Drive, Lake Suzy, FL 34269-1902, USA (Cage Code 1T3K6)

4. Placement of Orders

- A. The method of Order placement with Collins is through the website <https://customers.collinsaerospace.com> or SPEC2000. Alternative methods, such as letter, fax, or other transmitted written instrument, will be accepted per the terms of sale included herein, and may be subject to a separate manual Order processing fee of \$50 for each Order received. All manual Orders should specify the Order number, Part number, keyword, quantity, name and address of Customer and individual placing the Order, bill-to-address, shipping instructions (delivery address, preferred carrier, special billing instructions), and Collins price
- B. All Orders, whether electronic or manual, are governed by these Terms and Customer is hereby notified of Collins objection to and rejection of any additional or different terms contained in Customer's request for quotation, Order, or other forms. Additional or different terms shall not apply without prior written approval from an authorized representative of Collins. Customer may obtain copies of these Terms online in the Document Library available at <https://customers.collinsaerospace.com> or by contacting a Collins customer service representative, if not previously provided. Customer is deemed to have accepted these Terms when it requests a quotation from Collins, issues an Order, or when Collins commences work, whichever occurs first.

5. Price and Availability

- A. Unless otherwise agreed to in writing, prices for spare Parts shall be those prices displayed to customer upon logging into the business unit website or, if no log-in is provided, those prices contained in the applicable spare Parts Catalog effective at the time of the Order placement or may be those prices applicable at time of Order shipment if delayed delivery is requested by Customer (collectively "Current Catalog"). All prices are in U.S. dollars.

- B. Expedited delivery, delayed delivery, or unusual requirements requests outside the normal Order lead time may be subject to expedite fees, delay fees or Current Catalog prices applicable at the time of shipment.
- C. Notwithstanding the prices set forth in the Current Catalog, the minimum price for the Parts Ordered by Customer on any one (1) Order line item shall be \$250.00. The "Sold in Min. Qty." column in the Current Catalog can be used as a reference.
- D. Prices and delivery for spare Parts not listed in the Current Catalog shall be quoted on an individual basis upon receipt of inquiry pursuant to the Quotations Section below.
- E. To provide Customers with a broader selection of products, the Current Catalog may, from time to time, contain non-stock Parts, such as out-of-production components and residual Parts. The price and lead-time of these Parts are subject to availability and when such Parts are depleted they may not be available for Order. However, when this occurs, a compatible configuration interchangeable Part may be substituted. Parts availability is not guaranteed.
- F. Parts/materials with applicable shelf life limitations will have a minimum shelf life of 60 days from the date of shipment. Parts/materials to be delivered with less than the minimum shelf life will require customer agreement.
- G. Upon request, Collins Sites will provide price and delivery quotations for spare Parts not listed in the Current Catalog. Such quotations are valid for 30 calendar days or until the end of the calendar year, whichever occurs first, unless stated otherwise in the quotation. Standard response time for requests for quotation is ten (10) calendar days. Expedited response time is twenty-four (24) hours.
- H. Requests for piece part quotes can be submitted through use of <https://customers.collinsaerospace.com>

6. Delivery & Title

- A. The shipment of Parts contained in the Current Catalog is normally accomplished within published lead-time after receipt of Order. Collins shall provide the Parts at its option from any Collins designated location depending on inventory availability at the time of the Order shipment. Unpublished Parts shall be provided pursuant to quoted lead-time dates. Collins will update the delivery date through the Collins Internet website in the event of any delivery delays. Customer shall notify Collins immediately, but no later than two business days from the date Seller provides the revised delivery date, if the revised delivery date is not acceptable. Otherwise, Customer approves of the revised delivery date.
- B. Expedited or delayed delivery requests outside the normal re-order lead time may be subject to expedite or delay fees. If Collins prepays transportation charges, Customer shall reimburse Collins upon Customer's receipt of an invoice for such charges.
- C. For all transactions not requiring U.S. export documentation, the Parts shall be delivered FCA Collins's premises, (Incoterms ® 2020). Title and risk of loss shall pass to Customer when Collins makes Parts available to Customer at Collins's facility. Risk of loss also shall be transferred to Customer if shipment or collection is refused due to Customer's act or omission. For the avoidance of doubt, when Collins provides the Parts from non-U.S. locations, the Title Transfer Point (TTP) will be the Collins's facility.

For all transactions requiring U.S. export documentation, the Parts shall be delivered in accordance with Incoterms 2020. Title to and risk of loss of such goods sold by Seller shall pass to Customer upon their delivery (Title Transfer Point), which shall occur at an international airport, port, or other receiving entry point in the destination country at the time they are unloaded but in any event prior to clearing through customs;

Collins (or, as Collins may determine, its supplier) shall be exporter of record and shall be responsible for maintaining any export documentation required for shipment out of the United States, unless otherwise agreed upon by the Parties;

Customer shall be responsible for any import documentation and/or customs duties required for importation into the destination country;

Collins and Customer shall provide any necessary information to each other to accomplish the foregoing; and

Collins shall coordinate with Customer's designated freight forwarder, carrier, or courier in Order to effect shipment from Collins's facility. Customer shall be responsible for any freight charges.

- D. Collins reserves the right to quote additional charges for any special routing, packing, labeling, handling or insurance requested by Customer.
- E. Parts delivered from Collins facilities are inspected and certified by Collins Quality Assurance prior to shipment. A Certificate of Conformity statement is included on the Collins Pack sheet in the lower right hand corner of the pack sheet. Airworthiness documentation forms (EASA Form 1 or FAA 8130) are also provided as required by regulation for export purposes. Original manufacturing Certificate of Conformity will not be provided for Standard Aerospace Hardware.

7. Customer Inspection

- A. Not later than fifteen (15) days after the delivery date, Customer shall notify Collins in writing of all discoverable defects, including quantity shortages, incorrect product and visible defects.
- B. In the event Customer fails to inspect the Parts or does not present a rejection notice to Collins in writing within fifteen (15) days after the delivery date, the Parts shall be deemed accepted. At that time, Customer's only recourse or remedy for non-conforming or defective Parts shall be as provided in the warranty section of these Terms.
- C. Customer agrees to notify Collins in advance of any return of Parts. No return of Parts will be accepted by Collins without Collins' prior authorization, pursuant to the "Return of Parts" Section herein.

8. Return of Parts. To ensure accurate return and restocking, Customer must obtain from their responsible Collins Customer Support Representative ("Collins CSR"), or other Collins personnel as instructed, an agreement on the return of a Part or Parts and a Return Material Authorization ("RMA") document prior to the return shipment of a Part or Parts. The Collins CSR will provide such RMA to Customer. Returned Parts must be in original manufacturer's shipping cartons complete with all packing materials and certification documents unless otherwise expressly agreed to by Collins. Based on the agreement of return and details of the RMA, a minimum restocking fee of \$500 or 10% of retail value of the Part or Parts (whichever is greater) may be applied by Collins. Customer is solely responsible for any other related costs for the return.

9. Taxes

- i. For the purposes of these Terms, taxes shall include, but not be limited to, sales taxes; use taxes; withholding taxes; value added taxes; Parts and services taxes; stamp taxes; excise taxes; gross receipts taxes; transfer taxes; profits taxes; turnover taxes; port dues; import, export and custom duties; and any related penalties and interest or other similar taxes ("Taxes").
- ii. All prices provided pursuant to these Terms shall be exclusive of Taxes.
- iii. Customer shall pay the cost of Taxes which Collins is required by applicable law to charge to Customer as a result of the transactions contemplated by these Terms, unless Customer shall have timely provided to Collins a valid and properly completed exemption certificate certifying that Customer is not subject to such Taxes.
- iv. Collins shall have no liability for any Taxes, whether imposed on Collins or Customer, in connection with the performance by Collins of its obligations under this Agreement other than, for the avoidance of doubt, Taxes imposed on Collins' net income.
- v. In the event any amounts described in 12.A.iv. above (other than, for the avoidance of doubt, Taxes imposed on Collins' net income) are imposed on Collins, Customer shall reimburse Collins for such amounts within 15 days of written request.
- vi. All payments shall be made without deduction or withholding. In the event that Customer is required by any law to make any deduction or withholding from any amount payable to Collins, then the amount payable to Collins shall be increased such that after all deductions and withholdings, the amount paid to Collins shall be equal to the amount to which Collins would have been entitled under these Terms had no deduction or withholding been required.
- vii. Any amounts withheld by Customer shall be timely remitted to the relevant authority as required by law. Customer shall promptly provide Collins with an official receipt or certificate in respect of the payment of such amounts.

- viii. Both Parties agree to co-operate to eliminate or reduce any applicable taxes, duties, interests, penalties or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional taxes, duties or similar charges which increases their financial liability during the term of any Order, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional taxes, duties and similar charges. This is provided that neither Party need take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

10. Payment

- A. Prices in the Collins Catalog are stated in United States currency. Collins is not responsible for typographical errors or omissions relating to pricing. Collins reserves the right to correct any inaccurate invoices or errors in the Collins Catalog prices.
- B. Payment, in United States dollars, is due on Parts shipped net thirty (30) days from date of invoice (the "Due Date"). Payments should be made by Electronic Funds Transfer (EFT), with applicable fees borne by the Customer, per the instructions on the invoice. Collins reserves the right to modify or withdraw credit terms at any time without notice, and to require guarantees, security, or payment in advance for the amount of the Order involved. Collins does not ship on a "Cash on Delivery" (COD) basis.
- C. If any amount due to Collins remains unpaid after the date on which it is payable (the Due Date), Collins shall be entitled to, upon written notice to Customer, withhold future shipments until all delinquent amounts and late interest are paid. If delinquent amounts remain unpaid 30 calendar days after such written notice, then Collins may at its option: (1) declare Customer's performance in breach and terminate the Order; (2) withhold performance including, but not limited to, future shipments until all delinquent amounts and late interest, if any, are paid; (3) deliver future shipments on a cash with Order or cash in advance basis; (4) charge interest on delinquent amounts at a rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, if lower, for each month or partial month; (5) charge storage or inventory carrying fees on Products; (6) recover all costs of collection including, without limitation, reasonable attorneys' fees; (7) if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (8) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are cumulative and in addition to all other rights and remedies available at law or in equity, charge interest on such sum from the Due Date until the actual date of payment of such a sum, both before and after any judgment, at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower.
- D. Customers requesting a hard copy invoice will be charged a \$50.00 processing fee in addition to any applicable shipping costs. Customer shall pay Collins invoices in accordance with these Terms.
- E. Collins business unit specific payment remit information is specified on the applicable invoice.

11. No Set-Off or Deduction

- A. Money due from Customer is not subject to deduction, withholding or set off by reason of any claim of Customer arising out of this Order, sale, or any other transaction with Collins, its parents, affiliates, subsidiaries or other divisions or units.
- B. If Customer is required by any law to make any deduction or withholding from any amount payable to Collins, then the amount payable to Collins will be increased such that after all deductions and withholdings, the amount paid to Collins is equal to the amount to which Collins would have been entitled under these Terms had no deduction or withholding been required

12. Credit Policy

- A. Customers wishing to establish a line-of-credit or existing Customers wishing to revise their credit limits should contact their assigned Collins CSR. In the absence of approved credit, or other prior arrangements, the applicable payment terms will be Cash In Advance ("CIA") of shipment. Collins does not ship on a "Cash on Delivery" ("COD") basis. Orders on CIA or credit hold status are subject to standard lead times beginning once payment is made or once the account is reconciled.
- B. Collins may change Customer's payment terms if there is an adverse change in the financial condition of Customer or repeated non-compliance with terms herein, to assess late payment charges on accounts which

are not timely paid, and to collect reimbursement from Customer for legal and collection agency fees incurred to collect unpaid invoices. If any non-disputed portion of an invoice is delinquent by more than thirty (30) days, Collins may suspend shipments Product(s) until Customer's outstanding invoice balances are paid in full. The above rights and remedies are cumulative and in addition to all other rights and remedies available at law or in equity.

- C. Any invoice submitted by Collins is final unless Customer has notified Collins in writing (a "Notice of Disagreement") within thirty (30) calendar days after the invoice date or of discovering incorrect billings, but no later than one hundred and eighty (180) calendar days after the date of billing, of a disagreement with respect to all or a portion of any invoice. Such Notice of Disagreement shall specify the dollar amount of the disagreement (the "Disputed Amount") and identify in reasonable detail the basis for Customer's good faith determination that the invoice amount is incorrect. Customer shall pay when due all amounts other than Disputed Amounts as to which the Notice of Disagreement has been received by Collins within thirty (30) calendar days of the invoice date.
- D. For credit related questions contact:
Financial Shared Services or
Refer to Annex A

13. Lead Times

- A. Collins Catalog lead times are provided for logistic planning purposes and may be subject to change due to, including but not limited to, raw material availability, color sensitivity and / or production availability. Collins Catalog lead times may also be subject to reasonable quantities and prior sales. Please contact Collins CSR for specific Product lead times and availability of out-of-production Products.
- B. Lead times, noted in days, are consistent with ATA inventory policies as defined in the World Airline Suppliers Guide. Collins maintains reasonable shelf stock quantities for these items based on normal airline overhaul/maintenance requirements, past Order history, and current forecasts. Requests in excess of these historical values and items not listed in this catalog will require specific delivery schedules.
- C. Collins's published and quoted lead times begin After Receipt of Order (ARO) and end when the material is shipped from Collins's facility. Transportation time is not included in Collins's lead time provisions.
- D. Unusual Requirements (Including Provisioning).
This category applies to initial provisioning of Parts for new aircraft, retrofit, and newly acquired used aircraft and any increase in Parts required as a change in operations. Lead times for the provisioning units and unusual requirements outside of normal maintenance quantities are twelve (12) months ARO.

14. Cancellation

- A. Except as provided herein, no proposal or Order which has been accepted by Collins may be cancelled or rescheduled by the Customer without prior written agreement by both Parties. Should Collins agree to cancel or rescheduled the Order, Customer will be liable for any costs and loss of profits incurred by Collins, at a minimum charge of \$250 or 15% of list price of the Part or Parts (whichever is greater), and up to a maximum of 100% of the Order value. Such costs will be paid by the Customer as liquidated damages and not as a penalty. Collins will attempt to find alternative uses whenever possible for products or materials rendered excess by a Customer's termination, limiting the Customer's liability to those costs which cannot otherwise be recovered. Furthermore remedies in this provision are not exclusive and are in addition to any other rights or remedies the Collins may have at law or in equity.
- B. Stock Products returned to Collins at the request of the Customer, for reasons other than warranty, configuration, or shipping error, are subject to prior approval by Collins and inspection upon receipt at Collins. Upon return agreement, a minimum restocking fee of \$500 or 10% of list price of the Part or Parts (whichever is greater) will be applied prior to the return of stock Parts through Collins authorized and issued RMA.

15. Excusable Delay

- A. Collins shall not be in default by reason of any failure in performance of any Order if such failure arises out of causes beyond the control of and without the fault or negligence of Collins including but not restricted to:
 - i. (i) an act of God, act of Government, fire, floods, epidemics, pandemics, quarantine restrictions, strikes, freight embargo, unusually severe weather, riot, war, acts of terrorism or any other event which constitutes a superior force; (ii) interferes with the performance of Collins' obligations; and (iii) the effects of which could not reasonably have been avoided by Collins.

- ii. In addition to the events described in paragraph (A), a delay caused by the default of a subcontractor of Collins shall constitute an Excusable Delay if the event causing the default of such subcontractor is an event which meets the criteria set out in paragraph (A) and such delay has not been caused by Collins, unless the subcontracted supplies or services were obtainable at reasonable prices on commercially reasonable terms from other sources in sufficient time for Collins to meet the required delivery schedule.
- B. In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. No adjustment will be made to price under any Order; adjustment to the delivery schedule is the exclusive remedy for an Excusable Delay.

16. Compliance with Export Statutes and Regulations

If the spare Parts are intended for export from the United States, reexport, or transfer (in country), the following additional provision shall apply:

- A. In performing the obligations of this contract, both Parties will comply with United States export control and sanctions laws, regulations, and Orders, as they may be amended from time to time, applicable to the export, reexport, or transfer (in country) of Parts, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations"). Customer agrees that it will take measures to ensure that any Parts or technical data received from Collins are not modified for or diverted for any end use or end user contrary to United States law, including any military application.
- B. The Party conducting the export/reexport/transfer (in country) shall be responsible for obtaining the required authorizations for the for the transaction, although Collins shall have the sole authority to make any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest ("USPPI") for an export from the United States. The Party conducting the reexport/transfer (in country) shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary licenses or authorizations required to perform its obligations under any Order. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in the event an application is delayed in approval, denied, or a license is revoked or expires and is not renewed. If the relevant Parts or technical data are subject to a license or other governmental approval specifically identifying Customer as the end user thereof, Customer will not, directly or indirectly, export, reexport, transfer (in country) or re-transfer such Parts or technical data received from Collins to any destination without Collins' prior written approval unless specifically permitted pursuant to such license or approval. Customer shall indemnify and hold harmless Collins from any and all liability or other consequences arising as a result of a breach of clauses (A) or (B). Should the relevant Export Control Laws and Regulations change so as to make a specific transaction prohibited or subject to a licensing policy of a presumption of denial, the relevant Party's performance shall be excused unless the legal requirements change or are removed as an excuse to performance.
- C. The Party providing any Items in connection with any Order shall, upon request, notify the other Party of the Items' Export Control Classification Numbers ("ECCNs") as well as the ECCNs of any components or Parts thereof if they are different from the ECCN of the Item at issue. Customer shall be responsible for complying with all applicable export laws, including U.S. laws governing the export, reexport, transfer (in country), or re-transfer of U.S.-origin items.
- D. Items received in violation of Export Control Laws and Regulations: In the event that Collins receives an Item from Customer that, whether or not through Customer's fault, is in non-compliance with the applicable Export Control Laws and Regulations, Collins reserves the right to retain possession of such property ("quarantine"). Collins shall have no responsibility or liability for, and Customer shall indemnify and hold Collins harmless against, any losses, claims, or damages incurred by Customer or any third party resulting from Collins' quarantine of such unit.
- E. For shipments of Parts that are deemed "routed export transactions," as that term is defined under the U.S. Foreign Trade Regulations (15 C.F.R. § 30.1) ("FTR"), Collins is the USPPI and Customer is the Foreign Principal Party in Interest, or FPPI, as defined by the FTR.
 - i. Pursuant to 15 C.F.R. §30.3(e), Customer authorizes Collins to act as Customer's true and lawful agent for purposes of preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES") in accordance with the laws and regulations of the United States, providing

the Part (A) ships directly from an Collins' facility in the United States to Customer's facility outside the United States, and (B) requires Collins utilize Customers account number to pay for all associated shipping / export costs, and (C) ships via DHL Express, FedEx Express, or UPS Worldwide Express.

- ii. Pursuant to 15 C.F.R. §30.3(e), if Customer authorizes its Freight Forwarder, Customer shall notify selected Freight Forwarder of its' obligation to act as Customer's true and lawful agent for purposes of preparing and filing the EEI in AES. In accordance with the laws and regulations of the United States, Collins will provide Customer's selected Freight Forwarder with the information required by 15 CFR § 30.3(e)(1) for preparing and filing the EEI in AES.

17. Anti-Corruption Compliance

- A. Customer acknowledges that Collins conducts its business according to the highest ethical standards, seeks to avoid even the appearance of impropriety, and insists that its customers conduct their business in a similar manner. Customer further acknowledges that its compliance with this Section 17 independently provides material consideration for the Company to enter into this Agreement such that breach of this Section 17 will provide cause for immediate termination of this Agreement.
- B. Customer represents, warrants, and undertakes, as appropriate, that:
 - i. Customer's activities hereunder do not and will not violate any laws related to bribery and/or corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other similar legislation applicable to Customer, or put Collins in breach of any such laws, and further warrants that Customer will duly observe at all times throughout the period of this Agreement all applicable laws and the terms of this Agreement.
 - ii. Customer has not and will not, directly or indirectly, pay, offer, give, or promise to any person or organization anything of value for the purpose of securing an improper advantage or improperly influencing any act or decision by such person or organization in order to obtain or retain business with regard to the activities of Customer under this Agreement.
 - iii. Collins shall have no responsibility or liability for, and Customer shall indemnify and hold Collins harmless against, any losses, claims, or damages incurred by Collins, Customer or any third party resulting from any breach of this Section 17 by Customer.

18. Governing Law. The laws of New York (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to these Terms, including, without limitation, its interpretation, construction, performance, and enforcement. The United Nations Convention on Contracts for the International Sale of Parts, 1980, and any successor thereto, shall not apply.

19. Dispute Resolution

- A. For Customers domiciled within the United States:
 - i. Any legal action or proceeding arising out of or relating to these Terms or the transactions contemplated hereby shall be brought in the United States District Court for New York or any court of the State of New York and the Parties irrevocably consent to personal and exclusive jurisdiction and forum of, and agree to be bound by any judgment and Orders rendered by, such courts.
- B. For Customers domiciled outside the United States:
 - i. Any dispute arising out of or relating to these Terms, including the breach, termination or validity thereof, shall be finally resolved by arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules before a single arbitrator acceptable to both parties. The place of arbitration shall be New York.
 - ii. The language of the arbitration shall be English. Any award shall be payable in the currency of the Order.
 - iii. Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under these Terms, seek from any court of competent jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrator's determination of the merits of the controversy.

- iv. If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled, or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have such dispute adjudicated before a court of competent jurisdiction and this clause shall not be binding on either Party with respect to such dispute in its entirety or any related dispute, including any portions of such dispute that do not concern intellectual property rights.
- v. All pleadings, motions, discovery responses, depositions, testimony, and documents exchanged or filed in relation to the arbitration shall be kept confidential. Any award issued by the arbitrator shall be confidential and entered under seal in a court of competent jurisdiction.

20. Limitation Of Liability

COLLINS' LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT, ORDER, OR OTHER TRANSACTION GOVERNED BY THESE TERMS IS LIMITED TO THE CATALOG SALES PRICE OF THE PART GIVING RISE TO THE CLAIM. IN NO EVENT SHALL COLLINS BE LIABLE FOR ANY OBLIGATION OR LIABILITY FOR SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES, EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

If Customer is supplying Collins' Product(s) to a third party, Customer shall require the third party to agree to be bound by this Section 20. If Customer does not obtain these Terms for Collins' benefit, Customer shall indemnify, defend, and hold Collins harmless from and against all claims made by the third party in excess of the limitations and exclusions contained in this Section 20.

21. Warranty

- A. As modified or replaced by the specific warranties for each Collins site referenced in Annex A below, the following warranty terms set forth in this Section 21 (as modified by Annex A) shall apply. Notwithstanding the foregoing, for airlines the warranty is per the then current applicable OEM product support agreement terms as appropriate.
- B. Parts supplied by Collins under any Order are warranted to be, at the time of delivery of the product, free from defects in material and workmanship.
- C. Such warranty shall be effective for a period of twelve (12) months from shipment ("Effective Warranty Period"). Spares Configurations Deviations shall not be considered a defect. If any such Part is found to be defective in material or workmanship, Collins shall, with reasonable promptness, correct such defect, if it confirms existence of the defect, by, at its option, either (a) repairing or replacing such Parts with a similar Part or a portion thereof, (b) reimbursing Customer with the price paid for the defective Parts, or (c) reimbursing Customer for the reasonable cost of repair work performed by Customer with Collins' prior written approval. Customer shall provide Collins with written notice of a claimed defect within thirty (30) calendar days after the defect becomes apparent to Customer. Said notice will contain reasonable proof that the claimed defect is covered by Collins' warranty. This warranty is specifically conditioned upon the proper handling, use, and maintenance of the products by the Customer and/or any ultimate user.
- D. The only warranties made by Collins are those expressly provided herein (including Annex A) and the applicable OEM product support agreement, if any. Any other statements expressed in the contract, including but not limited to proposals, specifications, drawings, or manuals shall not be deemed to constitute a warranty of the products. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE REMEDIES OF CUSTOMER FOR ANY CLAIMS, EXPENSES OR DAMAGE ARISING OUT OF OR RELATED TO PRODUCTS DELIVERED UNDER THESE TERMS. IN NO EVENT SHALL COLLINS BE LIABLE IN TORT OR IN CONTRACT FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES.
- E. Collins' liability hereunder is conditioned upon Customer providing Collins with written notice within thirty (30) calendar days after the occurrence of a failure resulting from a defect covered by this warranty but in no event later than thirty (30) calendar days following the end of the warranty period applicable to the Parts. Collins' liability is further conditioned on the return, as soon as practical, of the defective Parts or part thereof pursuant

to the Return of Parts Section herein, to Collins' factory where the Parts were manufactured or to some other place mutually agreeable to Collins and Customer. Return to Customer of repaired or replacement Parts or portions thereof pursuant to Collins' warranty shall be at Collins' expense.

- F. Collins will not be liable under this warranty if (1) the Product has been exposed or subjected to any: maintenance, repair, installation, handling, packaging, transportation, storage, operation or use which is improper or otherwise not in compliance with Collins instruction; (2) the Product has been altered, modified or repaired by anyone other than Collins or those specifically authorized by Collins; (3) the Product has been subjected to any accident, contamination, foreign object damage, abuse, neglect or negligence after shipment to Customer; (4) the Product has incurred damage caused by failure of a Collins's supplied product not under warranty or by any hardware or software not supplied by Collins; (5) Customer has used counterfeit or replacement products that are neither manufactured nor approved by Collins for use in Collins's manufactured Product(s); or (6) for Product(s) which are normally consumed in operation or which have a normal life inherently shorter than the foregoing warranty period including, but not limited to, consumables (e.g. flashtubes, lamps, batteries, storage capacitors).
- G. This warranty also does not apply to replaceable Parts of components normally subject to wear and replacement.
- H. Repair and Warranty Process
 - i. Customer should refer to the Repair Center contact and/or Warranty Claim contact information located in the Preface section of the Current Catalog for information on how to seek repair and warranty claim services.
 - ii. The minimum fee for test/inspection and evaluation associated with non-warranty repairs is \$500.00.

22. Indemnity for Patent and Copyright Infringement

- A. Collins shall defend or at its option settle any claim, suit or proceeding ("Claims") brought against Customer based on an allegation that the Parts provided by Collins under any Order directly infringe a valid United States patent or copyright, and Collins shall indemnify Customer against any direct loss, damage or liability incurred by Customer as a result of such Claim, provided that Customer: (i) promptly notifies Collins in writing of the Claim; and (ii) provides exclusive authority and reasonably information and assistance to Collins for the defense and/or settlement thereof.
- B. In the event of a final adjudication by a court of competent jurisdiction that the Parts infringe such patent or copyright, and the use or sale thereof is enjoined (or in Collins' reasonable opinion, the use or sale is likely to be enjoined), Collins shall, at its option, either: (i) obtain for Customer the right to continue using the allegedly infringing Part(s); (ii) replace the Part(s) with non-infringing Part(s); (iii) modify the Part(s) so they become non-infringing; or (iv) refund to Customer a pro-rata portion of the purchase price for the Part(s).
- C. Collins has no liability for any Claim based upon: (i) infringement by Part(s) provided according to a design, specification, or instruction provided or requested by Customer; (ii) infringement based upon the combination, operation or use of the Part(s) with other products not supplied by Collins, wherein the infringement would not have occurred but for such combination, operation or use; or (iii) infringement resulting from changes made to the Part(s) without Collins' prior written consent.
- D. THIS CLAUSE STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS INVOLVING INTELLECTUAL PROPERTY INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED.

23. Confidential Information and Publicity. The information contained in these Terms and any Parts, services, technical data, or other information furnished hereunder are commercial in nature and considered proprietary and business-sensitive to Collins ("Confidential Information"). Customer shall preserve and protect Confidential Information using the same degree of care it uses to protect its own confidential information but in no event less than a reasonable degree of care. Customer shall not disclose Confidential Information to any third party without Collins' written consent. Customer shall disclose such information to its employees who have a need to know in connection with fulfilling Customer's obligations under these Terms. Customer shall ensure its employees are aware of and subject to the confidentiality obligations contained in this Section.

- A. Customer may make only that number of copies of Confidential Information as are necessary to fulfill its obligations under these Terms. All copies made shall reproduce any and all restrictive legends on the original.

- B. Unless otherwise agreed in writing between the Parties, Customer shall not use or disclose Confidential Information, in whole or in part, to: (i) to manufacture itself or to enable the manufacture by any third party of any spare Part, products similar thereto, or products derived therefrom; (ii) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any spare Part or any components thereof (including software and other electronic files); (iii) design a new product that is similar or identical to a spare Part; (iv) compare a spare Part design with another product design; (v) obtain Parts Manufacturing Approval ("PMA") from the FAA or any foreign equivalent to the FAA on a product that competes in any way with a spare Part; (vi) obtain any approval (including approval from a Designated Engineering Representative ("DER") or foreign equivalent, or other government agency) to manufacture any product or perform any services, including maintenance, repair or overhaul services.
- C. Nothing in these Terms or in any Order grants or confers any rights to Customer in any Collins invention, patent, copyright, trademark, mask work, know-how or trade secret.
- D. Customer shall promptly notify Customer if faced with any legal action or a request made under U.S. or foreign government agency, law or regulation to disclose any Confidential Information to a third party. Customer shall cooperate in all reasonable respects with Collins to contest the disclosure of such Confidential Information, or obtain a protective Order or other remedy.
- E. As directed by Collins, Customer shall, within thirty (30) calendar days after the termination or expiration of these Terms, (a) return to Collins all Confidential Information, including all copies, or (b) destroy all Confidential Information and provide written confirmation of such destruction to Collins.
- F. These Terms do not confer any right to use any name, trademark or other designation of either Party in any advertising, publicity or marketing activities. Neither Party will issue press releases, advertising, sales promotions or other publicity documents or information referring to the other Party, without the prior written consent of the other party.

24. Intellectual Property Rights

- A. "Intellectual Property" shall include but is not limited to: all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions. "Background Intellectual Property" shall mean all Intellectual Property other than Foreground Intellectual Property. "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with these Terms.
- B. Each Party retains its existing rights in Background Intellectual Property. Unless expressly stated otherwise in these Terms, Collins shall own all Foreground Intellectual Property. For the avoidance of doubt non-recurring charges (NRC) paid by Customer does not change the ownership of the Intellectual Property stated herein.
- C. The Product(s) are based on technology developed solely by Collins, and Collins retains ownership of all Intellectual Property rights in its Product(s). No rights, title, interest or licenses in Collins' Intellectual Property are granted to Customer under these Terms. Customer shall not use Collins's Intellectual Property for any purpose not authorized by these Terms, including, without limitation, to design, manufacture, repair or overhaul products, or Parts therefor, to reverse engineer such products or Parts, to compare such products or Parts to those other than Collins, or to design products or Parts similar to Collins's or to obtain FAA Parts Manufacturer Approval or other governmental approval to manufacture such products or Parts, without Collins's express prior written consent.
- D. Copyright. Collins electronic firmware assemblies contain computer programs which are protected by the intellectual property laws such as but not limited to copyright. Except as expressly stated herein, all rights in and to such intellectual property are reserved within the United States of America and other countries. Such computer programs may not be reproduced, in whole or in part, in any form, without prior written authorization from Collins. Collins warranties shall not apply to any unauthorized copies and any unauthorized copying shall free Collins from all liabilities from use of the unauthorized copies.
- E. Software License. All computer software provided to Customer under these Terms is Collins's intellectual property, such as but not limited to copyright or a work of authorship. The software is not sold but licensed and therefore Collins grants to Customer, and Customer hereby accepts a limited, nonexclusive, non-transferable non-assignable license to use the software provided hereunder i) in the course of the normal operation in or with Collins Parts which are installed, or are intended to be installed, on aircraft, ii) in the analysis or the formatting of reports using data from such Collins products, or iii) on Parts that are used to test, maintain, download or process information compiled by Collins Parts. Making copies of software is strictly prohibited. The software may not be sub-licensed, transferred or loaned to any other party, except that Customer may transfer the software in conjunction with the resale of any equipment in which the software is installed or with which it is used. Customer

may not, either itself or with the assistance of others, make modifications to the software, reverse engineering the software or perform any operation on software to recover any portion of the program listing, object code or source code or any information contained therein. This software license is effective as of the date of first delivery hereunder and shall continue until terminated by Customer upon thirty (30) days prior written notice to Collins, provided Customer ceases using and either returns or destroys Collins software: or, by Collins if Customer does not comply with any of the terms and conditions of this software license and Customer fails to remedy such failure within thirty (30) days after having received notice from Collins of such failure.

25. Anti-Boycott Compliance. Collins complies with all U.S. laws directed against foreign restrictive trade practices or boycotts as embodied in the Export Administration Act of 1979 (as amended), the Tax Reform Act of 1976 and all regulations and guidelines issued hereunder. Accordingly, to the extent that any Customer Orders or other documents contain prohibited provisions, Collins takes specific exception and objects to these provisions which are not in compliance with the referenced laws and regulations.
26. Government Regulations. Collins's performance is subject to all applicable U.S. Government laws and regulations and the Government laws and regulations of the place of manufacture and/or point of distribution. Nothing set forth herein or in any resulting Order shall require any performance on the part of Collins which cannot be lawfully done pursuant to said laws and regulations.
27. Privacy. Customer shall comply with all applicable national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the Parties' performance under these Terms.
 - a. Privacy. The Products and/or services being provided may result in the collection of Personal Information. Both Parties will comply with applicable data privacy laws as they pertain to personal information processed in connection with activity under these Terms.
 - b. "Personal Information" shall mean information and data exchanged under this agreement related to an identifiable natural person.
 - c. Any Personal Information contained within Collins products or services shall be owned by Collins. Customer shall be the controller of the Personal Information prior to submission to Collins and shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law.
 - d. With respect to any Personal Information provided by Customer to Collins, Customer warrants that it has the legal right to share such Personal Information with Collins.
 - e. "Controller" shall mean the party that determines the purposes and means of processing Personal Information.
 - f. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing.
 - g. Once Customer has provided Personal Information to Collins, Customer and Collins shall become co-Controllers.
 - h. Collins may share Personal Information with service providers in accordance with applicable data privacy laws. Collins may store Personal Information provided by Customer on servers located and accessible globally by RTX entities and their services providers.

The Parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each Party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The Party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either Party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said Party shall take reasonable commercial steps to immediately notify the other Party.

28. Insolvency. To the extent permitted by law, either party may immediately terminate these Terms upon prior written notice to the other party in the event of an assignment for the benefit of creditors by the other party or the voluntary appointment (at the request of the other party or with the consent of the other party) of a receiver, custodian, liquidator or trust in bankruptcy of the other party's property or the filing by the other party of a petition in liquidator or trust in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of the other party's property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof. Collins has the right at any time to demand adequate assurance from Customer of Customer's ability to pay for Parts and/or services purchased. In the event Customer is unable to or unwilling to provide such adequate assurance, Collins may suspend or terminate operations hereunder. Collins's right to adequate assurance from Customer shall not be affected by Customer's filing for bankruptcy, rehabilitation, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship or similar proceeding.

29. Language: These Terms are formulated in the English language. All communications, notices and documentation regarding the execution of these Terms shall be in English.
30. Headings; Rules of Interpretation and Construction. The headings, subheadings and numbering of the different paragraphs of the terms of these Terms are inserted for convenience of reference only and are not to be taken as part of these Terms, or to control or affect the meaning, construction or interpretation of these Terms. Words importing the singular shall include the plural and vice versa. The masculine, feminine, and neuter genders will each be considered to include the other.
31. Severability. If any provision of these Terms is determined to be illegal, invalid, or unenforceable by an arbitrator or court of competent jurisdiction, then the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such illegal, invalid, or unenforceable provision, the Parties shall add one or more provisions as similar in substance as may be legal, valid and enforceable under applicable law.
32. Survivability. All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of a Order, including but not limited to Limitations of Liability, Warranties, Payment, and Confidentiality, survive the expiration or termination of such Order or Agreement.
33. Modifications. Any proposed modification will be evidenced by a written work change request submitted by Customer and must be agreed to in writing by Collins. If, in Collins's discretion, the proposed modifications would cause a material increase or decrease in the cost of, or the time required for the performance of, any part of the work in this Order, Collins shall be entitled to an equitable adjustment in the purchase price or delivery schedule or both. The change will become effective, and Collins will commence performance, after the parties have agreed in writing upon any equitable adjustments applicable to the modifications, and the Order shall be deemed to be modified to include the modifications. Unless otherwise agreed in writing, upon performance of the change Order, Collins will be entitled to invoice Customer for the costs of the change, even if Collins agreed to proceed with the change prior to such written agreement.
34. No Third Party Beneficiaries. These Terms are for the exclusive benefit of the Parties and not for the benefit of any other person or entity. There are no third party beneficiaries of these Terms or the transactions contemplated hereby.
35. Relationship of the Parties. Neither Party is a partner, agent or, legal representative of the other Party and no fiduciary relationship between the parties is created by this Agreement. Collins is an independent contractor in the performance of this Agreement and each Party retains authority to manage its personnel, workers, subcontractors and operations required for performance of its obligations hereunder.
36. Attorney's Fees. If Collins brings an action or asserts a counterclaim for enforcement of the terms and conditions of any Order, Customer agrees that Collins shall be entitled to an award of its reasonable attorney fees and court costs associated with such enforcement or any counterclaim proceeding.
37. No Waiver. Failure of any Party to enforce at any time any of the provisions of these Terms or to exercise any option herein provided, or to require at any time performance by the other Party of any of the provisions hereof, shall not be construed to be a continuing waiver of any provisions nor in any way to affect the validity of these Terms or any part thereof, or the right of either Party to take any action in the future to enforce any provision hereunder.
38. Assignment. Neither Party may assign its rights or obligations under these Terms without the prior written consent of the other Party, except that Collins may, without the prior consent of Customer, assign proceeds due or to become due under these Terms. Any assignment or delegation, or any purported assignment or delegation, in violation of this Clause, is void.

Notwithstanding the foregoing clause, Collins may assign any and all of its rights and obligations hereunder upon notification to Customer to (i) any affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of Collins; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving Collins.

39. Entire Agreement. These terms constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous forms, agreements, communications, representations, either verbal or written, between the Parties, which are expressly merged into these Terms. The provisions of these Terms may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. There are no conditions precedent to the effectiveness of these Terms other than those expressly stated herein. These terms and shall only be amended or modified by a written instrument duly executed by an authorized representative of each Party.

40. A.O.G. Support

Collins provides twenty four (24) hour Aircraft on Ground (“A.O.G.”) support. Aircraft tail number must be provided when calling for A.O.G. support. Expedite fees may apply. Collins may assess additional surcharges in the event of A.O.G. stock misuse.

Collins Aerospace Customer Response Center

International: +1-860-654-2500

United States: +1-877-808-7575

Fax: +1-860-660-0372

Email: crc@collins.com

41. Precedence

In the event of any inconsistency among the provisions of these Terms and the other documents and agreements between the Parties, such inconsistency shall be resolved by giving precedence in the following Order (e.g., (A) takes precedence over (B), etc.):

- (a) Annex A Collins Business Unit Specific Overriding Terms and Conditions of Sale
- (b) These Overriding Terms and Conditions of Sale

ANNEX A
COLLINS BUSINESS UNIT SPECIFIC
OVERRIDING TERMS AND CONDITIONS OF SALE

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Hoist and Winch, with offices at 2727 E. Imperial Hwy, Brea CA 92821-6713, USA (Cage Code 3HRL4)

The terms below modify the Collins Aerospace - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order.

Note:

Commercial Packaging and Marking per ASTM-D3951-18 "Standard Practice for Commercial Packaging" is provided. Any special packaging requirements may require an additional charge.

Clause 5 Price and Availability

Subparagraph (C) is deleted in its entirety and replaced with the following:

- C. Notwithstanding the prices set forth in the Current Catalog, the minimum price for the Parts Ordered by Customer on any one (1) Order line item shall be \$500.00. The "Sold in Min. Qty." column in the Current Catalog can be used as a reference.

Clause 6 Delivery & Title

Subparagraph (C) is deleted in its entirety and replaced with the following:

- C. US Transactions are quoted EXW Collins's premises (Incoterms 2010). Export Shipments not requiring US export documentation are delivered FCA Collins premises (Incoterms 2010). For all transactions not requiring U.S. export documentation, the Parts shall be delivered FCA Collins premises, (Incoterms ® 2010). Title and risk of loss shall pass to Customer when Collins makes Parts available to Customer at Collins's facility. Risk of loss also shall be transferred to Customer if shipment or collection is refused due to Customer's act or omission. For the avoidance of doubt, when Collins provides the Parts from non U.S. locations the Title Transfer Point (TTP) will be the Collins's facility.

For all transactions requiring U.S. export documentation, the Parts shall be delivered in accordance with Incoterm 2010 principles established by the Collins below:

Title to and risk of loss of such Parts sold by Collins shall pass to Customer upon their delivery (Title Transfer Point), which shall occur at an international airport, port, or other receiving entry point in the destination country at the time they are unloaded but in any event prior to clearing through customs;

Collins (or, as Collins may determine, its supplier) shall be exporter of record and shall be responsible for maintaining any export documentation required for shipment out of the United States, unless otherwise agreed upon by the Parties;

Customer shall be responsible for any import documentation and/or customs duties required for importation into the destination country;

Collins and Customer shall provide any necessary information to each other to accomplish the foregoing; and

Collins shall coordinate with Customer's designated freight forwarder, carrier, or courier in Order to effect shipment from Collins's facility. Customer shall be responsible for any freight charges.

Clause 8 Return of Parts

Clause 8 is deleted in its entirety and replaced with the following:

To ensure accurate return and restocking, Customer must obtain from the Customer Account Manager Team at Hoistwinchcs@collins.com, an agreement on the return of the Parts and a Return Material Authorization ("RMA") document prior to the return shipment of Parts. The CSR will provide such RMA to Customer. Returned Parts must be in original manufacturer's shipping cartons complete with all packing materials and certification documents unless otherwise expressly agreed to by Collins. Based on the agreement of return and details of the RMA, a minimum restocking fee of \$500 or 10% of retail value (whichever is greater) may be applied.

Clause 13 Lead Times

Clause 13 is deleted in its entirety and replaced with the following:

Collins Catalog lead times are provided for logistic planning purposes and may be subject to change due to raw material availability, color sensitivity and/ or production availability. Collins Catalog lead times may also be subject to reasonable quantities and prior sales. Please contact Collins CSR for specific Product lead times and availability of out-of-production Products.

Lead times, noted in Days, are consistent with ATA inventory policies as defined in the World Airline Suppliers Guide. Collins maintains reasonable shelf stock quantities for these items based on normal airline overhaul/maintenance requirements, past Order history, and current forecasts. Requests in excess of these historical values and items not listed in this catalog will require specific delivery schedules.

Collins's published and quoted lead times begin after Acceptance of Order (ACO) and end when the material is shipped from Collins's facility. Transportation time is not included in Collins's lead time provisions.

Unusual Requirements (Including Provisioning)

This category applies to initial provisioning of units for new aircraft, retrofit, and newly acquired used aircraft and any increase in units required as a change in operations. Lead times for the provisioning units and unusual requirements outside of normal maintenance quantities are twelve (12) months ARO.

Clause 21 Warranty

Subparagraph (C) is deleted in its entirety and replaced with the following:

- C. Such warranty shall be effective for a period of thirty-six (36) months from shipment ("Effective Warranty Period"). Spares Configurations Deviations shall not be considered a defect. If any such Part is found to be defective in material or workmanship, Collins shall, with reasonable promptness, correct such defect, if it confirms existence of the defect, by, at its option, either (a) repairing or replacing such Parts with a similar Part or a portion thereof, (b) reimbursing Customer with the price paid for the defective Parts, or (c) reimbursing Customer for the reasonable cost of repair work performed by Customer with Collins' prior written approval. Customer shall provide Collins with written notice of a claimed defect within thirty (30) calendar days after the defect becomes apparent to Customer. Said notice will contain reasonable proof that the claimed defect is covered by Collins' warranty. This warranty is specifically conditioned upon the proper handling, use, and maintenance of the products by the Customer and/or any ultimate user.

Clause 21 H Repair and Warranty Process

Clause 21 H is deleted in its entirety and replaced with the following:

- i. Contact the Customer Account Management Team at Hoistwinchcs@collins.com for information on how to seek repair and warranty claim services from the OE factory.
- ii. The minimum fee for test/inspection and evaluation associated with non-warranty repairs is \$6,382.00 for 2018.

The terms below modify the Collins Aerospace - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order

Clause 5 Price and Availability

Subparagraph (G) is deleted in its entirety and replaced with the following:

- G. Upon request, Collins Sites will provide price and delivery quotations for spare Parts not listed in the Current Catalog. Such quotations are valid for 30 calendar days or until the end of the calendar year, whichever occurs first, unless stated otherwise in the quote.

Clause 6 Delivery & Title

Subparagraph (F) is deleted in its entirety and replaced with the following:

- F. Collins may deliver the Parts by installments and shall be entitled to full payment for all installments of Parts. Without limiting the other provisions herein, no failure or defect in delivery in respect of any contract or installment shall enable the Customer to repudiate or cancel any other contract or installment.

Clause 21 Warranty

Subparagraphs (i), (j) and (k) are hereby added to Clause 20

- i. Any cost or expense incurred by any persons removing or refitting Products shall be borne by the Customer. Collins shall not be liable under this guarantee for any Parts in respect of which any identification or serial number thereon has been altered, defaced or removed or if Products have not been properly maintained in accordance with Collins's recommended maintenance procedure or have been subjected to any misuse, unauthorised repair, replacement, modification or alteration. This guarantee shall not apply if the Customer is in breach of this or any other contract made with Collins (including without limitation any obligation to make payment to Collins).
- j. Where Collins recommends the use of particular fluids, materials or other accessories with Products, the guarantee set out herein shall not apply to any Products with which other fluids, materials or accessories have been used, but for the avoidance of doubt no such recommendation to use particular fluids, materials or other accessories shall make Collins in any way liable for any defect in such fluids, materials or accessories.
- k. The guarantee contained in this Annex A shall not apply in respect of Products supplied by Collins which are samples or prototypes or Products for test or evaluation purposes, and in these circumstances Collins's only obligation shall be to endeavour to supply such Products in accordance with any specification, performance criteria or drawings agreed with the Customer, so far as is reasonably practicable and without prejudice to the limitations and exclusions of liability contained in these contract terms.

The terms below modify the Collins Aerospace - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order

Note:

Clauses 42, 43, and 44 are hereby added to these Overriding Terms and Conditions of Sale:

42. Parts Configuration Deviations

- A. Spare Parts delivered to Customers may deviate from the engineering drawing configuration. Such deviations correspond to the Part configuration required to facilitate installation during re-assembly or repair activity. These Parts, when incorporated into the next higher assembly, will substantially comply with the engineering requirements. The deviations can include, but are not limited to:
 - i. Pilot holes or omission of attach holes that must be drilled to size to match the mating part on installation.
 - ii. Excess material on one or more sides that must be trimmed on installation to match adjacent Parts.
 - iii. Omission of final finish processes that must be accomplished after installation of hardware is completed.
- B. In addition, it is Rohr Inc. policy to paint all major nacelle structural components (such as the inlet cowl, fan cowl and thrust reverser) an Rohr Inc. selected uniform neutral color applicable to the aircraft model on which the major nacelle structure is attached, unless otherwise agreed between the Parties.

43. Engineering Equivalent Parts. While Rohr Inc. will convey configuration changes to originally Ordered Parts prior to shipment, as noted in the front matter of Nacelle related Technical Publications, a given spare Part can be considered an alternate or equivalent to that identified part in the Rohr Inc. approved OEM engineering. As such, Rohr Inc. reserves the right to substitute such Parts at Order fulfillment. Substitutions will be noted on both the pack sheet as well as the FAA 8130 tag.

44. Customer Shipping Locations: Rohr, Inc. will only ship to customer-controlled places of business and AOG aircraft support locations. Designated ship to locations to be selected and/or noted at time of order placement at <https://www.customers.collinsaerospace.com/> for Rohr, Inc.'s approval and acknowledgment.

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Evacuation Systems, with offices at 3414 South Fifth St., Phoenix, AZ 85040-1169, USA (Cage Code 0ACH4)

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Cargo Systems, with offices at 2604 Highway 20 North Jamestown, ND 58401-9623, USA (Cage Code 31645)

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Cabin Seating Systems, with offices at 701 Maple Street, Peshtigo, WI 54157-1347, USA (Cage Code 0EXK2)

AMI Industries Inc., with offices at 1275 N Newport Rd, Colorado Springs, CO 80916-2779, USA (Cage Code 31218)

Goodrich Lighting Systems GmbH & Co KG, with offices at Bertramstrasse 8, D – 59557 Lippstadt, Germany (Cage Code D8095)

Goodrich Lighting Systems, Inc., with offices at 3445 South Fifth Street, Suite 180, Phoenix, AZ 85040-1179, USA (Cage Code 55438)

Winslow Marine Products Corporation, dba Winslow LifeRaft Company, with offices at 11700 Winslow Drive, Lake Suzy, FL 34269-1902, USA (Cage Code 1T3K6)

The terms below modify the Collins Aerospace - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order.

Note:

Portal Access and Set-up Fees

1. Customers may be subject to Portal Set-up Fees.
2. Access to the Collins portal is subject to the Terms of Use located at <https://www.collinsaerospace.com/terms-of-use.aspx>.
3. Registration: Please visit <https://www.customers.collinsaerospace.com/>. If you do not currently enjoy the benefits our website offers, please visit <https://www.customers.collinsaerospace.com/> and press the New User? hyperlink to start your registration or contact Customer Support. If you have any questions on new or existing functionality, please contact your Customer Service Representative.
4. Order Processing Fees: Each Order received at Collins, in the form of a paper copy, facsimile, free form SITA message, or e-mail will be subject to a fifty (\$50) manual Order processing fee,. Electronic transmission of Orders through Spec2000 and the IAPSUTAS website portal <https://www.customers.collinsaerospace.com/> will be free from this charge.
5. Winslow LifeRaft Company and AMI Industries accounts are not available at <https://www.customers.collinsaerospace.com/>.

Clause 5 Price and Availability

Subparagraph (B) is deleted in its entirety and replaced with the following:

- B. Expedited or delayed delivery requests outside the normal re-order lead time may be subject to expedite or delay fees. Minimum expedite fees are \$250 or 25% of list price, whichever is greater.

Subparagraph (I) is hereby added to Clause 5:

- I. All Orders placed for Products will be automatically updated to the latest configuration, unless otherwise stated on the Order.

Clause 6 Delivery & Title

Subparagraph (G) is hereby added to Clause 6:

- G. Incoterms for deliveries from India: DAP (Customer Port of Entry) Goodrich Aerospace Services Private Limited, a Collins Aerospace company, incorporated under the laws of India, with its registered office located

at #14/1 and 15/1, Maruthi Industrial Estate, Phase 2, Hoodi Village, Whitefield Road, Bangalore – 560 048, India.

Clause 7 Customer Inspection

Subparagraph (D) is hereby added to Clause 7:

- D. Products delivered from Collins' facilities are inspected and certified by Collins' quality assurance group prior to shipment. A Certificate of Conformity ("COC") statement is included on the Collins COC in the lower portion of the document. Collins provides airworthiness documentation forms (FAA 8130) as required by regulations. A charge of \$150 may be applied to provide duplicate or replacement inspection or certification documents.

Clause 19 Dispute Resolution

Subparagraph (B) (v) is hereby added to Clause 19:

- B. For Customers domiciled outside the United States:
 - v. Any legal action or proceeding arising out of or relating to these Terms for Parts shipped from Lippstadt, Germany shall be governed and construed in accordance with the laws of Germany, without reference to any rules governing conflict of laws. The Parties specifically reject and exclude any application of United Nations Convention on Contracts for the International Sale of Parts

Clause 21 Warranty

Subparagraph (A) is hereby supplemented and added to Clause 21:

- A. Specific warranty periods for each Collins site are referenced below.

Collins Business	Term of Warranty Period
Cargo Systems	The effective warranty period shall be twelve (12) months from shipment.
Evacuation Systems	The effective warranty period shall be thirty-six (36) months from the date of manufacture. Chemical and adhesive purchases may be excluded from the thirty-six (36) month warranty due to shelf life limitations.
Winslow LifeRaft Company	The effective warranty period shall be thirty-six (36) months from the date of manufacture.
Lighting Systems	The effective warranty period shall be twenty-four (24) months from the date of shipment or 5000 flight hours or 5000 landings whichever occurs first and, excludes bulbs, fluorescent tubes, charge capacitors, and flashtubes, which include but are not limited to xenon, halogen, and incandescent type units. Standard warranty may not apply to all Parts. Please contact Customer Support for full warranty
AMI Industries, Inc.	The effective warranty period shall be thirty-six (36) months from the date of manufacture, excluding cushions, covers and decorative items, which are warranted for twelve (12) months from the date of manufacture.
Cabin Seating Systems	<ul style="list-style-type: none">a. The effective warranty period shall be for a period(s) sooner of twenty-four (24) months from the date of delivery of the Products by Collins to Customer or twenty-four (24) months from initial Product start-up, whichever comes first.b. All spare Parts supplied by Collins are warranted for a period of two (2) years or the remainder of the warranty period for the Products in which the spare Parts are incorporated, whichever is longer.c. The warranty does not apply to fungible items that may be a part of the Products, expendables or Customer furnished equipment or Parts.

Clause 21 H Repair and Warranty Process

Subparagraph (iii) and (iv) are hereby added to Clause 21 H:

(iii) Return of Products:

To ensure that returns are processed efficiently, Customers must obtain from Collins CSR an agreement on the return of the Parts and a RMA document prior to the return shipment of Products. Please communicate your request to return Products to Collins CSR and provide the reason for the return which may include:

- a) The quantity of Product(s) exceeds the quantity specified on the Order;
- b) An incorrect part number has been sent. This does not include replacement Parts explained to Customer by Collins via the Order acknowledgment, SITA message or the shipping document;
- c) Product(s) do not conform to applicable specifications. Please provide the reason for the rejection and whether a credit or replacement Product is desired.

Upon acceptance by Collins CSR, an approved RMA will be sent to the Customer. Products should be returned in their original shipping container along with the RMA and the original Collins shipping and certification documents. Returned Products will not be accepted by Collins without an approved RMA form. Once an RMA has been approved, Customer will have ninety (90) calendar days to return the Product to Collins or the RMA will expire. Returned Product(s) received after the ninety (90) day validity period referenced above will not be accepted by Collins.

Returns of Product(s) for Collins Products shipped from outside of the U.S. by Customer may be subject to additional government import requirements. Customer is required to contact Collins Customer Service for specific import documentation instructions prior to shipment. Failure to follow import instructions provided may result in delays in the delivery to Collins or return of the Product(s) at Customer expense. All returns shall be made Delivery Duty Paid (DDP) Incoterms® 2010, Collins Facility.

(iv) Repair of Products:

Customer must ship Product(s) returned for repair and/or warranty consideration to the facility designated by Collins CSR, accompanied by the following information:

- a) Reason for the return.
- b) Part number, nomenclature, cum line, and serial number of the part.
- c) Service hours incurred at the time the claimed defect became apparent.
- d) Delivery date that the Customer originally received the Product from Collins, or the date the aircraft containing the return Product was received from the airframe manufacturer.
- e) Aircraft model (along with the registration number of the aircraft from which the Product was removed being claimed under warranty).
- f) Additional information required for processing Products submitted for warranty consideration/repair is addressed in the warranty claims conditions following this repairs section.
- g) Country of origin
- h) Applicable United States Bureau of Alcohol Tobacco Firearm, and Explosives (ATF) requirements

For Products returned non-warranty the minimum fee for test/inspection and evaluation associated with non-warranty repairs is five hundred (\$500) USD and will require an Order by the Customer prior to the Product being shipped back to Customer

Note:

Clauses 42 is hereby added to these Overriding Terms and Conditions of Sale

42. Customer Furnished Property: Customer Furnished Property (“CFP”) provided to Collins to facilitate Collins production of the Product(s) does not automatically qualify Customer for a discount on published price. CFP received at Collins after the required delivery date by Customer is subject to an equal day for day slip in the delivery of Product(s) by Collins to Customer.

For any CFP with a unit price under \$25 which causes a Product to be rejected during the manufacturing process the used CFP will be scrapped without any request for disposition from the Customer. Collins will ask permission to scrap any CFP with a higher unit price. Collins will not be subject to delivery delays for Products that have been rejected as a result of defective CFP. It is Customer obligation to replace the rejected CFP.

Goodrich Corporation, acting by and through its unincorporated division, Goodrich Cabin Systems - Booth Veneers, with offices at 510 Patrol Road, Jeffersonville, IN 47130-7755, USA (Cage Code 7PSW4)

The terms below modify the Collins Aerospace - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order.

Note:

Portal Access and Set-up Fees

Cabin Seating Systems, Cabin Systems – Booth Veneers Company accounts are not available at <https://www.customers.collinsaerospace.com/>

Contact Goodrich Cabin Systems - Booth Veneers directly at 812-704-5200 for Product information and to place Orders.

Specific Additional Details:

1. The Goodrich Cabin Systems - Booth Veneer Products provided are fire treated not fire rated. A COC to the Order will accompany the Goodrich Cabin Systems - Booth Veneer Product.
2. The Goodrich Cabin Systems - Booth Veneer Product shall be subject to incoming inspection and acceptance only by Customer at Customer's receiving area, the inspection\acceptance of the Goodrich Cabin Systems - Booth Veneer Product shall be made within ten (10) calendar days from date of delivery of such Booth Veneer Product. Once accepted, Goodrich Cabin Systems - Booth Veneers limited warranty shall be applied. Pending incoming inspection and acceptance, the Goodrich Cabin Systems - Booth Veneer Product will be stored per the limited warranty.
3. Customer acknowledges that due to the unique nature of the Goodrich Cabin Systems - Booth Veneers Product and the short lead time that all sales are final upon acceptance of the Order by Goodrich Cabin Systems - Booth Veneers.

Clause 21 Warranty

Subparagraph (A) is hereby supplemented and added to Clause 21:

A. Specific warranty periods for each Collins site are referenced below.

Collins Business	Term of Warranty Period
Booth Veneers	<ol style="list-style-type: none"> 1. Booth Veneers will be held responsible for replacement or credit only in the event our material is found to be defective within ninety (90) days of shipment. This is Customer's sole remedy. Booth Veneers accepts no additional liability. 2. Veneer is a natural material and varies in figure density, tone, texture, color, thickness and grain match within the same log. Veneer is also susceptible to change over time prompted by exposure to oxygen, light, heat, humidity, and other elements. 3. Fire chemical treatment on the face veneer may increase the susceptibility and likelihood of color change. Color variations between samples and Order panels from the same log are likely. 4. It is not the intent of Booth Veneers to delete, remove and/or alter naturally occurring characteristics such as, but not limited to, knots, flares, bark pockets or figure anomalies. Mineral deposits resulting from the geographic location or environmental conditions from where the tree was harvested cannot be considered defects. 5. Customer samples are made from a small section of the total material and reflect the general character of the log's patterns. Sample sets may also reflect the range of the log's patterns. Samples are not intended to be an exact match for the entirety of the Order.

6. Customer samples should maintain their original dimensions in Order to be most representative of the log. Reduction in sample size may eliminate important information about the log.
7. Product modification other than by Booth Veneers is not considered part of this warranty. This modification may include, but is not limited to, the application of chemicals, steaming, sanding, staining, or finishing.

Upon receipt of Product, Customer is advised to remove any and all tape and tape residue. Optimal storage conditions for veneer are 70 degrees Fahrenheit, 30% humidity, and wrapped in black plastic. **Failure to follow these instructions, negates the Warranty**

Limitations of Booth Veneers' Warranty Obligations

The provisions of the above Warranty shall not apply if:

- a. The Product delivered was stored, installed (other than by Booth Veneers), cleaned or serviced in a manner inconsistent with Booth Veneers' applicable service manuals bulletins or written instructions; or
- b. The Product has become defective solely due to Customer's fault; or
- c. As to a Product corrected by Customer, such Product defect is solely attributable to Customer.

**Goodrich Actuation Systems SAS, with offices at 43 rue des Pres – Saint Marcel 27950
Vernon, France (Cage Code F1688)**

**Goodrich Actuation Systems SAS, with offices at 13, Avenue de l' Eguillette, B.P. 7186 (F-
95056 Cergy-Pontoise Cedex) F-95310, Saint Ouen l'Aumone, France (Cage Code FA3T1)**

The terms below modify the Collins Aerospace - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order

Clause 4

Clause 4 is deleted in its entirety and replaced with the following:

- A. The preferred method of Order placement with Collins is through the Internet website <https://customers.collinsaerospace.com> or SPEC2000. Alternative methods, such as letter, fax, or other transmitted written instrument, will be accepted per the terms of sale included herein, and may be subject to a separate manual Order processing fee of 50 euros for each Order received. All manual Orders should specify the Order number, Part number, keyword, quantity, name and address of Customer and individual placing the Order, Bill-To-address, shipping instructions (delivery address, preferred carrier, special billing instructions), and Collins price, if available.
- B. All Orders, whether electronic or manual, are governed by these Terms and Customer is hereby notified of Collins objection to and rejection of any additional or different terms contained in Customer's request for quotation, Order, or other forms. Additional or different terms shall not apply without prior written approval from an authorized representative of Collins. Customer may obtain copies of these Terms online in the Document Library available at <https://www.customers.collinsaerospace.com/ngp-my-account/myDocuments> or by contacting a Collins customer service representative, if not previously provided. If the Customer places an Order this shall imply that he expressly accepts these GSTC to the exclusion of all other general purchasing terms and conditions and/or other documents and/or any other contrary indication given by the Customer, none of which shall under any circumstances take precedence over the present general sales terms and conditions.

Clause 5 Price and Availability

Subparagraph (A) is deleted in its entirety and replaced with the following:

- A. Unless otherwise agreed to in writing, prices for spare Parts shall be those prices displayed to customer upon logging into the business unit website or, if no log-in is provided, those prices contained in the applicable spare Parts Catalog effective at the time of the Order placement (collectively "Current Catalog"). All prices are in EUROS.

Subparagraph (F) is deleted in its entirety and replaced with the following:

- F. Parts/materials with applicable shelf life limitations will have a minimum shelf life of fifty percent (50%) from the date of shipment. Parts/materials to be delivered with less than the minimum shelf life will require customer agreement.

Subparagraph (I) is hereby added to Clause 5:

- I. All Orders placed for Products will be automatically updated to the latest configuration, unless otherwise stated on the Order

Subparagraph (J) is hereby added to Clause 5:

- J. Unless otherwise stipulated in the Proposal, sale prices shall be net of tax, ex-works, exclusive of carriage and packing and quoted in euro (€). The sale price shall not include any fees payable to outside authorities or government agencies such as DQP/SQ DQP/SQ (Department of Quality and Progress - Quality Section) or DPAC (Civil Aviation Programme Directorate) for performing quality controls on the Products and/or Services sold by GOODRICH at the Customer's request.

Clause 6 Delivery and Title

Subparagraph (C) is deleted in its entirety and replaced with the following:

All Parts will be delivered by Collins based on FCA, Collins premises (Incoterms 2020)

The property of the Parts shall not pass to the Customer until the purchase price has been paid in full by the Customer.

In the event of failure to pay the full purchase price by the Customer, Collins may take possession of the Parts (which for the avoidance of doubt will include the right to stop the Parts in transit) and remove them and the Customer shall be deemed to have granted irrevocable authority to Collins to enter upon the Customer's premises or other premises where the Parts may be by its employees or agents to take possession of the Parts and (if necessary) to dismantle the Parts from anything to which they are attached;

Customer shall be responsible for any import documentation, charges and/or customs duties required for importation into the destination country

Customer shall be responsible and pay for any freight charges

Clause 7 Customer Inspection and Clause 8 Return of Parts

Clauses 7 and 8 are deleted in entirety and replaced with the following:

Without prejudice to any action that may be taken against the carrier, any complaints about obvious defects and/or missing Products and/or non-conformity of the delivered Product with the Ordered Product or with the waybill must be made to Collins in writing within eight (8) calendar days of delivery.

In the case of surface treatments, defects about which complaint may be made shall be limited to those discovered on acceptance of the Products by the Customer immediately after delivery.

It is the Customer's responsibility to provide evidence of the defects or anomalies discovered. The Customer shall allow Collins to make the necessary checks, prepare a report on the alleged defects or anomalies and remedy them.

Clause 10 Payment

Clause 10 is hereby deleted in its entirety and replaced by the following:

- A. Unless otherwise agreed in writing by the Parties as objectively demonstrated by the proofs supplied by the Customer to Collins, invoices shall be paid as follows: a deposit of thirty (30) per cent of the value of the Order is payable at Order. The balance shall be paid within thirty (30) days of the invoice date.
- B. Payment of a deposit on the Order shall in no way entitle the Customer to withdraw from the purchase by forfeiting the deposit which, if the Order is cancelled shall be retained by Collins as indemnity without prejudice to any other indemnities it might claim for such cancellation.
- C. Should sale involve payment by instalments, failure to pay any single instalment shall render the outstanding balance due immediately. Collins shall also be entitled to suspend delivery. In no case may payments be suspended or offset in any way without the prior written consent of Collins.
- D. Pursuant to L. 441-6 of the French Commercial Code, the Customer shall be liable for penalties for late payment at three times the legal interest rate current when the invoices in question fall due. Such penalties shall fall due without notice, shall take effect on the day the invoice falls due and shall remain in force until payment is made. Payment shall not be deemed to be made until Collins has actually received the full price of the Products and/or Services and the penalties for late payment. There shall be no discount for advance payment.
- E. Pursuant to L.441-6 of the French Commercial Code, in case of late payment, the Customer shall be liable for the payment of compensation for recovery costs, set at forty (40) euros. Such compensation shall become due without notice. It shall take effect on the day the invoice falls due and shall remain in force until payment is made. Payment shall not be deemed to be made until Collins has actually received the full price for the Products and/or Services and the compensation for recovery costs.

Collins shall be entitled to obtain reasonable compensation from the Customer for any recovery costs exceeding that fixed sum and incurred due to Customer's late payment. This could include expenses incurred, inter alia, in instructing a lawyer or employing a debt collection agency.

Clause 12 Credit Policy

For credit related questions contact
European Financial Shared Services
Fore 1, Fore Business Park, Huskisson Way,
Stratford Road,
Shirley, B90 4SS
UK

Clause 14 Cancellation

Clause 14 is hereby deleted in its entirety and replaced by the following:

Except as provided herein, no Proposal or Order which has been accepted by Collins may be cancelled or rescheduled by the Customer without prior written agreement by both Parties. Should Collins agree to cancel or rescheduled the Order, Customer will be liable for any costs and loss of profits incurred by Collins, at a minimum charge of 15% of list price (whichever is greater), and up to a maximum of 100% of the Order value. Such costs will be paid by the Customer as liquidated damages and not as a penalty. Collins will attempt to find alternative uses whenever possible for products or materials rendered excess by a Customer's termination, limiting the Customer's liability to those costs which cannot otherwise be recovered. Furthermore remedies in this provision are not exclusive and are in addition to any other rights or remedies the Collins may have at law or in equity.

Stock Products returned to Collins at the request of the Customer, for reasons other than warranty, configuration, or shipping error, are subject to prior approval by Collins and inspection upon receipt at Collins. Upon return agreement, a minimum restocking fee of 500 euros or 10% of list price (whichever is greater) will be applied prior to the return of Products through Collins authorized and issued Return Material Authorization ("RMA").

Clause 18 Governing Law

Clause 18 is hereby deleted in its entirety and replaced by the following:

These Terms and Conditions are subject to French law.

Notwithstanding any stipulation to the contrary in the Customer's general terms and conditions of purchase and/or any other commercial document issued by the Customer, any dispute between Collins and the Customer concerning the existence and/or validity and/or construction and/or performance and/or consequences of the Order or contract made between Collins and the Customer that cannot be amicably settled between the Parties shall be subject to the sole jurisdiction of the Versailles Commercial Court, even for additional applications and proceedings against a guarantor. Specific sale terms and conditions and/or various shipping or payment methods and/or place of delivery shall not derogate from or cause novation to this stipulation.

Clause 20 Limitation of Liability

Clause 20 is hereby deleted in its entirety and replaced by the following:

- A. Collins shall be liable only for death or personal injury caused by accident that is duly proven to have been caused by a defective Product made by Collins.
- B. Collins accepts no liability for damage caused by defective Products to Parts that are not used by the Customer principally for his own use or private consumption.
- C. Collins's liability for all damage arising from non-fulfilment or incorrect fulfilment of the Order and/or Contract shall be limited to the warranty in clause 20. In no case will Collins accept liability for any consequential loss, indirect financial damage or loss of business.
- D. The Customer shall be solely liable for, and shall hold Collins and its agents, executives, employees and insurers harmless from any liability arising from complaints, losses, liability and proceedings, judgments, expenses and costs (including legal fees) and similar that are connected in any way to the death or personal injury of any person, or to any loss or damage to Parts belonging to any person, entity or company (including Collins) as a direct or indirect consequence of acts or omissions by the Customer in connection with the fulfilment or any Order or performance of the Contract between the Parties.

Clause 21 Warranty

Clause 21 is hereby deleted in its entirety and replaced by the following:

A. Products and Services

Products (including spare Parts but excluding consumables) delivered by Collins are guaranteed against all manufacturing and materials defects for one (1) year from the date the Products were delivered to the Customer's premises; the waybill given to the Customer by the carrier shall serve as proof of the date of delivery.

Services, except for surface treatment, are guaranteed for six (6) months against defective workmanship.

In the case of surface treatments, Collins's guarantee is limited to defective workmanship discovered during acceptance of the Products by the Customer immediately after delivery.

Product warranties are confined to the repair or exchange, at Collins's discretion, of Products that Collins has acknowledged to be defective.

Service warranties are confined to ensuring the conformity of Services acknowledged by Collins to be defective, or, if applicable and at Collins's discretion, to issuing a refund or credit note,. The amount of the refund or credit note shall be equal to the value of the Services acknowledged by Collins to be defective or to any lesser sum paid by the Customer for the Services, if full payment has not been made at the date Collins recognized the warranty.

- B. In no case shall the guarantee stipulated in clause 21.A. cover any kind of direct damage or consequential loss caused to the Customer because he was unable to use the defective Product or the equipment for which Collins has supplied a defective Service. The warranty shall not cover the cost of placing the Products or equipment on the system or apparatus of which it is an integral part, or of removing it from the system or apparatus of which it is a part.
- C. The warranty stipulated in clause 20.A. shall not apply and Collins shall bear no liability, in (inter alia) the following circumstances:
- i. The delivered Products, as described in the Acknowledgement of the Order, have been reprocessed or modified;
 - ii. The Products have been repaired or maintained by persons not approved by Collins, or the instructions or maintenance manuals supplied by Collins have been disregarded;
 - iii. The damage is due to negligence by the Customer or user, or to misuse, overuse or overloading (even temporary) of the Product by the Customer or to the user's inexperience.
 - iv. Where surface treatment is concerned, the Customer has not supplied wrappings or sufficient and/or adequate packaging or has not used the packaging method recommended by Collins.
 - v. The Product has not been used for the use or purpose for which it was supplied or under the conditions of use stated in the specifications or instruction manuals produced and/or expressly accepted by Collins.
 - vi. The Product has not been stored as instructed by Collins.
 - vii. The damage has been caused by an accident to all or part of the Product or to the system or apparatus of which it is a part.
 - viii. The damage is the result of normal wear and tear to the Product.
 - ix. The damage has been caused to all or part of a piece of equipment that cannot be identified as being part of the delivered Product or the delivered Product itself.

The above warranty exclusions shall also apply to equipment for which Collins has supplied a service. The Customer shall give Collins every opportunity to verify, at the Customer's risk and expense, any defects in the Products or service and to correct them. In no case shall the warranty under clause 21.A. extend to any damage caused by the defective Products or Supplier to Parts that the Customer is not using chiefly for his personal use or private consumption.

Clause 21 Warranty
For Rescue Hoist Systems and System L.R.U.'s

Subparagraph (C) is deleted in its entirety and replaced with the following for Hoist Types 76379-XXX, 76371-XXX, 76378-500, 76368-500:

- C. Such warranty shall be effective for a period of thirty-six (36) months from shipment ("Effective Warranty Period"). Spares Configurations Deviations shall not be considered a defect. If any such Part is found to be defective in material or workmanship, Collins shall, with reasonable promptness, correct such defect, if it confirms existence of the defect, by, at its option, either (a) repairing or replacing such Parts with a similar Part or a portion thereof, (b) reimbursing Customer with the price paid for the defective Parts, or (c) reimbursing Customer for the reasonable cost of repair work performed by Customer with Collins' prior written approval. Customer shall provide Collins with written notice of a claimed defect within thirty (30) calendar days after the defect becomes apparent to Customer. Said notice will contain reasonable proof that the claimed defect is covered by Collins' warranty. This warranty is specifically conditioned upon the proper handling, use, and maintenance of the products by the Customer and/or any ultimate user.

Subparagraph (C) is deleted in its entirety and replaced with the following for Other Hoist Systems and Hoist Systems Spare Parts:

- C. Such warranty shall be effective for a period of twelve (12) months from shipment or 200 cycles, whichever occurs first ("Effective Warranty Period"). Spares Configurations Deviations shall not be considered a defect. If any such Part is found to be defective in material or workmanship, Collins shall, with reasonable promptness, correct such defect, if it confirms existence of the defect, by, at its option, either (a) repairing or replacing such Parts with a similar Part or a portion thereof, (b) reimbursing Customer with the price paid for the defective Parts, or (c) reimbursing Customer for the reasonable cost of repair work performed by Customer with Collins' prior written approval. Customer shall provide Collins with written notice of a claimed defect within thirty (30) calendar days after the defect becomes apparent to Customer. Said notice will contain reasonable proof that the claimed defect is covered by Collins' warranty. This warranty is specifically conditioned upon the proper handling, use, and maintenance of the products by the Customer and/or any ultimate user.

Clause 26 Government Regulations

Clause 26 is hereby deleted in its entirety and replaced by the following:

Collins's performance is subject to all applicable local laws and regulations and the Government laws and regulations of the place of manufacture and/or point of distribution. Nothing set forth herein or in any resulting Order shall require any performance on the part of Collins which cannot be lawfully done pursuant to said laws and regulations.

Note:

Clause 42 "Use of the Products by the Customer" is hereby added to these Overriding Terms and Conditions of Sale

- A. The Customer shall be solely liable and shall indemnify Collins, and/or ensure Collins is indemnified, if (but not only if) the Products and/or Services are used:
- i. disregarding the instructions provided by Collins and the uses and purposes for which the Products and/or Services were supplied by Collins; or
 - ii. for any purpose other than assessments or testing by the Customer of test or prototype Products/Services.
- B. The Customer hereby gives an undertaking to Collins to:
- i. inform himself of all obligations imposed by law, administration or any other authority, institution or group concerning Products and/or Services or applications for which the Products and/or Services are intended;
 - ii. to comply with such obligations for as long as the Products are in his possession or under his control;
 - iii. to ensure that any persons buying the Products from him also inform themselves of these obligations and undertake to comply with them;
 - iv. to indemnify Collins or ensure Collins is indemnified, should any action for damages be brought for the breach of any such obligation.
- C. The Customer shall promptly provide Collins with all information Collins or the Customer consider necessary to proper fulfilment of an Order, including inter alia information about the end purpose of the Product and any other data that may be requested by Collins. Collins accepts no liability for the consequences if the Customer fails to comply with these obligations.
- D. The Products and services are subject to US export regulations. Any redirection of Products or Services that contravenes these regulations is strictly prohibited. The Customer shall comply with these regulations and in particular shall declare that he is not a Restricted Person on any of the lists drawn up by the US authorities. Certain Products may be subject to US ITAR (International Traffic in Arms Regulations). Such Products may not be exported or distributed to subjects of foreign governments inside or outside the United States unless this is permitted by the said Regulations.

The terms below modify the Collins Aerospace - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order

Clause 4

Clause 4 is deleted in its entirety and replaced with the following:

- A. The preferred method of Order placement with Collins is through the Internet website <https://customers.collinsaerospace.com> or SPEC2000. Alternative methods, such as letter, fax, or other transmitted written instrument, will be accepted per the terms of sale included herein, and may be subject to a separate manual Order processing fee of 50 euros for each Order received. All manual Orders should specify the Order number, Part number, keyword, quantity, name and address of Customer and individual placing the Order, Bill-To-address, shipping instructions (delivery address, preferred carrier, special billing instructions), and Collins price, if available.
- B. All Orders, whether electronic or manual, are governed by these Terms and Customer is hereby notified of Collins objection to and rejection of any additional or different terms contained in Customer's request for quotation, Order, or other forms. Additional or different terms shall not apply without prior written approval from an authorized representative of Collins. Customer may obtain copies of these Terms online in the Document Library available at <https://www.customers.collinsaerospace.com/ngp-my-account/myDocuments> or by contacting Collins customer service representative, if not previously provided. If the Customer places an Order this shall imply that he expressly accepts these GSTC to the exclusion of all other general purchasing terms and conditions and/or other documents and/or any other contrary indication given by the Customer, none of which shall under any circumstances take precedence over the present general sales terms and conditions.

Clause 5 Price and Availability

Subparagraph (A) is deleted in its entirety and replaced with the following:

- A. Unless otherwise agreed to in writing, prices for spare Parts shall be those prices displayed to customer upon logging into the business unit website or, if no log-in is provided, those prices contained in the applicable spare Parts Catalog effective at the time of the Order placement (collectively "Current Catalog"). The currency shall be the one displayed in the Catalog.

Subparagraph (I) is hereby added to Clause 5:

- I. All Orders placed for Products will be automatically updated to the latest configuration, unless otherwise stated on the Order.

Clause 6 Delivery and Title

Subparagraph (C) is deleted in its entirety and replaced with the following:

- C. All Parts will be delivered by Collins based on FCA, Collins premises (Incoterms 2020).

Title and risk of loss shall pass to Customer upon delivery at Collins premises as per Incoterms above. Risk of loss also shall be transferred to Customer if shipment or collection is refused due to Customer's act or omission.

Customer shall be responsible for any import documentation, charges and/or customs duties required for importation into the destination country.

Customer shall be responsible and pay for any freight charges.

Subparagraph (F) is hereby added to Clause 6:

- F. In contracting for carriage and/or insurance of the Parts in transit, sections 32(2) of the Sale of Parts Act 1979 shall not apply.

Clause 10 Payment

Subparagraph (A) is deleted in its entirety and replaced with the following:

- A. Prices and currency are stated in the Collins Catalog. Collins is not responsible for typographical errors or omissions relating to pricing. Collins reserves the right to correct any inaccurate invoices or errors in the Collins Catalog prices.
- B. Payment is due on Parts shipped net thirty (30) days from date of invoice (the "Due Date"). Payments should be made by Electronic Funds Transfer (EFT), with applicable fees borne by the Customer, per the instructions on the invoice. Collins reserves the right to modify or withdraw credit terms at any time without notice, and to require guarantees, security, or payment in advance for the amount of the Order involved.

Subparagraph (D) is deleted in its entirety and replaced with the following:

- D. Customers requesting a hard copy invoice will be charged a Euro €50.00 processing fee. Customer shall pay Collins invoices in accordance with these Terms.

Clause 12 Credit Policy

For credit related questions contact
European Financial Shared Services
Fore 1, Fore Business Park, Huskisson Way,
Stratford Road,
Shirley, B90 4SS
UK

Clause 14 Cancellation

Clause 14 is hereby deleted in its entirety and replaced by the following:

Except as provided herein, no Proposal or Order which has been accepted by Collins may be cancelled or rescheduled by the Customer without prior written agreement by both Parties. Should Collins agree to cancel or rescheduled the Order, Customer will be liable for any costs and loss of profits incurred by Collins, at a minimum charge of 15% of list price (whichever is greater), and up to a maximum of 100% of the Order value. Such costs will be paid by the Customer as liquidated damages and not as a penalty. Collins will attempt to find alternative uses whenever possible for products or materials rendered excess by a Customer's termination, limiting the Customer's liability to those costs which cannot otherwise be recovered. Furthermore remedies in this provision are not exclusive and are in addition to any other rights or remedies the Collins may have at law or in equity.

Stock Products returned to Collins at the request of the Customer, for reasons other than warranty, configuration, or shipping error, are subject to prior approval by Collins and inspection upon receipt at Collins. Upon return agreement, a minimum restocking fee of €500 or 10% of list price (whichever is greater) will be applied prior to the return of Products through an Collins authorized and issued Return Material Authorization ("RMA").

Clause 18 Governing Law

Clause 18 is hereby deleted in its entirety and replaced by the following:

The formation, construction, validity and performance of all contracts shall be governed by English Law and both Parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Parts, the Parties exclude the application of the provisions of said Convention to all transactions relating to the Order.

Clause 26 Government Regulations

Clause 26 is hereby deleted in its entirety and replaced by the following: Collins's performance is subject to all applicable local laws and regulations and the Government laws and regulations of the place of manufacture and/or point of distribution. Nothing set forth herein or in any resulting Order shall require any performance on the part of Collins which cannot be lawfully done pursuant to said laws and regulations.

The terms below modify the Collins - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order

Clause 4

Clause 4 is deleted in its entirety and replaced with the following:

- A. The preferred method of Order placement with Collins is through the Internet website [INSERT HYBRIS LINK] or SPEC2000. Alternative methods, such as letter, fax, or other transmitted written instrument, will be accepted per the terms of sale included herein, and may be subject to a separate manual Order processing fee of £50 for each Order received. All manual Orders should specify the Order number, Part number, keyword, quantity, name and address of Customer and individual placing the Order, Bill-To-address, shipping instructions (delivery address, preferred carrier, special billing instructions), and Collins price, if available.
- B. All Orders, whether electronic or manual, are governed by these Terms and Customer is hereby notified of Collins objection to and rejection of any additional or different terms contained in Customer's request for quotation, Order, or other forms. Additional or different terms shall not apply without prior written approval from an authorized representative of Collins. Customer may obtain copies of these Terms online in the Document Library available at [INSERT HYBRIS LINK] or by contacting Collins customer service representative, if not previously provided. If the Customer places an Order this shall imply that he expressly accepts these GSTC to the exclusion of all other general purchasing terms and conditions and/or other documents and/or any other contrary indication given by the Customer, none of which shall under any circumstances take precedence over the present general sales terms and conditions.

Clause 5 Price and Availability

Subparagraph (A) is deleted in its entirety and replaced with the following:

- A. Unless otherwise agreed to in writing, prices for spare Parts shall be those prices displayed to customer upon logging into the business unit website or, if no log-in is provided, those prices contained in the applicable spare Parts Catalog effective at the time of the Order placement (collectively "Current Catalog"). All prices are in GBP (£).

Subparagraph (B) is deleted in its entirety

Subparagraph (F) is deleted in its entirety and replaced with the following:

- F. Parts/materials with applicable shelf life limitations will have a minimum shelf life of fifty percent (50%) from the date of shipment. Parts/materials to be delivered with less than the minimum shelf life will require customer agreement.

Subparagraph (I) is hereby added to Clause 5:

- I. All Orders placed for Products will be automatically updated to the latest configuration, unless otherwise stated on the Order.

Clause 6 Delivery and Title

Subparagraph (C) is deleted in its entirety and replaced with the following:

- C. All Parts will be delivered by Collins based on FCA, Collins premises (Incoterms 2020)

The property of the Parts shall not pass to the Customer until the purchase price has been paid in full by the Customer.

In the event of failure to pay the full purchase price by the Customer, Collins may take possession of the Parts (which for the avoidance of doubt will include the right to stop the Parts in transit) and remove them and the Customer shall be deemed to have granted irrevocable authority to Collins to enter upon the Customer's premises or other premises where the Parts may be by its employees or agents to take possession of the Parts and (if necessary) to dismantle the Parts from anything to which they are attached;

Customer shall be responsible for any import documentation, charges and/or customs duties required for importation into the destination country

Customer shall be responsible and pay for any freight charges

Subparagraph (F) is hereby added to Clause 6:

- F. In contracting for carriage and/or insurance of the Parts in transit, sections 32(2) of the Sale of Parts Act 1979 shall not apply.

Clause 10 Payment

Subparagraph (A) is deleted in its entirety and replaced with the following:

- A. Prices in the Collins Catalog are stated in GBP (£) currency. Collins is not responsible for typographical errors or omissions relating to pricing. Collins reserves the right to correct any inaccurate invoices or errors in the Collins Catalog prices.

Subparagraph (D) is deleted in its entirety and replaced with the following:

- D. Customers requesting a hard copy invoice will be charged a £50.00 processing fee. Customer shall pay Collins invoices in accordance with these Terms.

Clause 12 Credit Policy

For credit related questions contact
European Financial Shared Services
Fore 1, Fore Business Park, Huskisson Way,
Stratford Road,
Shirley, B90 4SS UK

Clause 14 Cancellation

Clause 14 is hereby deleted in its entirety and replaced by the following:

Except as provided herein, no Proposal or Order which has been accepted by Collins may be cancelled or rescheduled by the Customer without prior written agreement by both Parties. Should Collins agree to cancel or rescheduled the Order, Customer will be liable for any costs and loss of profits incurred by Collins, at a minimum charge of 15% of list price (whichever is greater), and up to a maximum of 100% of the Order value. Such costs will be paid by the Customer as liquidated damages and not as a penalty. Collins will attempt to find alternative uses whenever possible for products or materials rendered excess by a Customer's termination, limiting the Customer's liability to those costs which cannot otherwise be recovered. Furthermore remedies in this provision are not exclusive and are in addition to any other rights or remedies the Collins may have at law or in equity.

Stock Products returned to Collins at the request of the Customer, for reasons other than warranty, configuration, or shipping error, are subject to prior approval by Collins and inspection upon receipt at Collins. Upon return agreement, a minimum restocking fee of £500 or 10% of list price (whichever is greater) will be applied prior to the return of Products through an Collins authorized and issued Return Material Authorization ("RMA").

Clause 18 Governing Law

Clause 18 is hereby deleted in its entirety and replaced by the following:

The formation, construction, validity and performance of all contracts shall be governed by English Law and both Parties irrevocably submit to the non-exclusive jurisdiction of the English Courts.

Pursuant to Article 6 of the United Nations Convention on Contracts for the International Sale of Parts, the Parties exclude the application of the provisions of said Convention to all transactions relating to the Order.

Clause 26 Government Regulations

Clause 26 is hereby deleted in its entirety and replaced by the following:

Collins' performance is subject to all applicable local laws and regulations and the Government laws and regulations of the place of manufacture and/or point of distribution. Nothing set forth herein or in any resulting Order shall require any performance on the part of Collins which cannot be lawfully done pursuant to said laws and regulations.

The terms below modify the Collins Aerospace - Overriding Terms and Conditions of Sale and add unique specific terms and conditions to any resultant Order

Clause 5 Price and Availability

Subparagraph (A) is deleted in its entirety and replaced with the following:

- A. Unless otherwise agreed to in writing, prices for spare Parts shall be those prices displayed to customer upon logging into the business unit website or, if no log-in is provided, those prices contained in the applicable spare Parts Catalog effective at the time of the Order placement (collectively "Current Catalog"). All prices are in U.S. dollars or EURO.

Subparagraph (C) is deleted in its entirety and replaced with the following:

- C. Notwithstanding the prices set forth in the Current Catalog, the minimum price for the Parts Ordered by Customer on any one (1) Order line item shall be for airlines \$100,00 and non-airlines \$200,00. The "Sold in Min. Qty." column in the Current Catalog can be used as a reference.

Clause 8 Return of Parts

Clause 8 is hereby deleted in its entirety and replaced by the following:

To ensure accurate return and restocking, Customer must obtain from their responsible Customer Support Representative ("Collins CSR"), or other Collins personnel as instructed, an agreement on the return of the Parts and a Return Material Authorization ("RMA") document prior to the return shipment of Parts. At the discretion of Collins and upon verification the CSR will provide such RMA to Customer. Returned Parts must be in original manufacturer's shipping cartons complete with all packing materials and certification documents unless otherwise expressly agreed to by Collins. Based on the agreement of return and details of the RMA, a minimum restocking fee of \$500 or 10% of retail value (whichever is greater) may be applied.

Clause 12 Credit Policy

For credit related questions contact
Nord-Micro GmbH & CO. OHG
Victor-Slotosch-Str. 20
60388 Frankfurt, Germany

Clause 16 Compliance with Export Statutes and Regulations

Clause 16 is hereby deleted in its entirety and replaced by the following:

- A. The activities contemplated herein may be subject to the export laws, regulations and policies of Germany and/or the United States of America, as such may change from time to time. Customer shall be responsible for complying with all applicable export laws, including U.S. and German laws governing the export, re-export, transfer and re-transfer of U.S. origin items. Nord-Micro shall be responsible for using reasonable efforts to obtain and maintain any and all required export licenses, approvals, or authorizations that are required under the laws of Germany and/or the United States for exports Collins may make to Customer. Collins does not guarantee the issuance of such licenses, approvals, or authorizations, or their continuation in effect once issued and shall have no liability if for any reason not attributable to Collins any government fails to issue or renew, or cancels any approvals or delays in issuing or renewing any approval.
- B. It shall be a condition precedent to any future agreement that all necessary and desirable export licenses, approvals, or authorizations shall be timely granted and continue in effect as necessary.
- C. Customer will not, directly or indirectly, export, re-export, transfer or re-transfer any Parts or technical data received from Collins to any destination if such action would violate the laws of Germany or the United States. Customer will also not, directly or indirectly, export, re-export, transfer or re-transfer any Parts or technical data received from Collins to any destination without Collins's written authorization.
- D. It shall not be a default of Collins, and it shall be grounds for excuse of performance by Collins, if any requirement or desired work would not be in compliance with the laws, regulations and policies of Germany and/or the laws, regulations and policies of the United States of America, or any other applicable export laws, regulations or policies, or with any export license, approval or authorization that may have been granted.

Clause 18 Governing Law

Clause 18 is hereby deleted in its entirety and replaced by the following:

These terms and conditions and any Order issued hereunder shall be governed by and interpreted in accordance with the laws of the Federal Republic of Germany, without regard to conflict of laws provisions. The provisions of the Convention on Contracts for the International Sale of Goods shall not apply.

Exclusive place of jurisdiction for all disputes arising out of or in connection with this agreement shall be the principal place of business of Nord-Micro the Federal Republic of Germany.