



## Total LifeCycle Management Terms and Conditions

### APPLICABILITY/ACCEPTANCE OF TERMS/ENTIRE AGREEMENT

1. Terms are applicable to the quote as identified therein.
2. By purchasing any one of Curtiss-Wright's Total LifeCycle Management™ (TLCM) services provided in this agreement, the Customer agrees to be bound by the terms and conditions of this agreement herein defined as a 'Service Contract'.
3. In the event the Customer breaches or fails to comply with one or more of the obligations provided in the Service Contract as outlined in the Curtiss-Wright quote, Curtiss-Wright may give written notice of such breach or non-compliance at any time thereafter.
4. The Customer shall remedy such breach or non-compliance within fifteen (15) calendar days from the date of such notice or provide a plan for the remedy of such breach within fifteen (15) calendar days of such notice for review and acceptance by Curtiss-Wright, which will not be unreasonably withheld.
5. In the event that the Customer does not remedy the breach or non-observance in accordance with the agreed plan or if no plan is submitted within the said fifteen (15) calendar days, then Curtiss-Wright shall, without incurring any liability whatsoever, have the right to immediately terminate respectively the Service Contract by giving written notice of termination to the Customer.
6. In the event of conflict, these Terms and Conditions shall take precedence over Curtiss-Wright's Standard Terms and Conditions of Sale.

### Total LifeCycle Management (TLCM)

Curtiss-Wright offers TLCM under two phases: Active and Longevity. The Active phase is applicable to customers with an active catalog product that is considered readily available. The Longevity phase is reserved for legacy or retired products; these products are only manufactured or repaired with a subscription to the Longevity TLCM service.

### DELIVERY MECHANISM

TLCM services are delivered via Curtiss-Wright's custom developed TLCM web portal. Customers who subscribe to TLCM services partner with Curtiss-Wright to actively manage DMS issues and product configuration control changes.

### TLCM ACTIVE

1. TLCM services are delivered via Curtiss-Wright's TLCM web portal. Customers are responsible for ensuring program contacts are registered for TLCM web portal access and actively monitor the information presented by Curtiss-Wright.
2. TLCM services must be actively managed by the customer and Curtiss-Wright. Customers must review proposed Engineering Change Orders (ECOs) and recommendations to address obsolescence in a timely manner. Failure to do so may result in loss of build or repair capability.
3. Failure to execute on timely component buys may result in mandatory product changes to address obsolescence (i.e. part replacements, product redesign, etc.) which may require customer funded non-recurring engineering (NRE) effort.
4. Timely service renewals are required. Any delay in renewal will result in termination of the service at Curtiss-Wright's sole discretion. Customer owned/furnished material held in support of the TLCM services can be returned or destroyed at the customer's expense.
5. The service dates are established when the product reaches production status baseline, upon expiration of the current service, or at new service PO placement.
6. A customer specific variant is a pre-requisite to TLCM services. A unique, customer specific build package is created, one per program variant, at the time of TLCM purchase.
7. Because a new product baseline must be established, Curtiss-Wright reserves the right to adjust lead times to meet both engineering and production commitments.
8. An annual fee applies.
9. ECOs shall not be construed as instruments to authorize the return of fielded products.

### TLCM LONGEVITY

1. TLCM services are delivered via Curtiss-Wright's TLCM web portal. Customers are responsible for ensuring program contacts are registered for TLCM web portal access and actively monitor the information presented by Curtiss-Wright.
2. TLCM services must be actively managed by the customer and Curtiss-Wright. Customers must review proposed Engineering Change Orders (ECOs) and recommendations to address obsolescence in a timely manner. Failure to do so may result in loss of build or repair capability.
3. Failure to execute on timely component buys may result in mandatory product changes to address obsolescence (i.e. part replacements, product redesign, etc.) which may require customer funded non-recurring engineering (NRE) effort.
4. Timely service renewals are required. Any delay in renewal will result in termination of the service at Curtiss-Wright's sole discretion. Customer owned/furnished material held in support of the TLCM services can be returned or destroyed at the customer's expense.
5. The service dates are established when the product reaches production status baseline, upon expiration of the current service, or at new service PO placement.
6. A customer specific variant is a pre-requisite to TLCM services. A unique, customer specific build package is created, one per program

variant, at the time of TLCM purchase.

7. Because a new product baseline must be established, Curtiss-Wright reserves the right to adjust lead times to meet both engineering and production commitments.
8. An annual fee applies.
9. ECOs shall not be construed as instruments to authorize the return of fielded products.
10. Engineering activity ceases for products in the longevity phase. These customers must purchase obsolete or Last Time Buy (LTB) parts prior to the component LTB date to support the build forecast, and repairs. Failure to do so may result in termination of the service.
11. Safety Certifiable products subject to standards DO-178 or DO-254 are products that are extremely sensitive to component changes when used in a safety critical program. Customers of these products must subscribe to the TLCM service before certification and purchase LTB parts prior to the component LTB date. This gives DO-178/DO-254 customers Major/Minor change approval and removes the risk of obsolescence.
12. A minimum order quantity applies to product orders under the TLCM Longevity phase. This will be detailed in the baseline TLCM service quotation.
13. An annual price escalation applies to products (circuit cards) under the TLCM Longevity phase. This includes both new production orders cards and RMAs (fixed price repairs).
14. Longevity services are typically limited to 5 years past the Last Time Buy date and/or Last Repair Date of a product; Curtiss-Wright cannot continue to build and repair cards on legacy test equipment for an indefinite period of time. Should a customer require a longer term support plan, additional funding may be required to maintain and upgrade the test infrastructure to current technology standards. To be quoted separately.
15. Prices for products quoted under the Longevity service will have a maximum ninety (90) calendar day validity period, provided customers have secured an inventory of all obsolete or LTB parts to support builds and repairs.
16. In the event of a TLCM service re-forecast or 'top up', a new quotation will be required, including revised terms and conditions, and product pricing.

#### **COMPONENT STORAGE**

1. Curtiss-Wright's storage procedures are performed in accordance with the current revision of Curtiss-Wright procedure 800217.
2. Customer-owned stock levels for active Lifecycle Services customers are reported via Curtiss-Wright's TLCM web portal.
3. Component storage for customer owned inventory is included with the purchase of Curtiss-Wright's TLCM services; an additional fee does not apply.

#### **COMPONENT PURCHASES**

1. Component availability will be confirmed at the time of order placement. Curtiss-Wright may elect to reissue or cancel a quotation if material pricing, availability or delivery has changed significantly.
2. Component purchases may be subject to minimum order quantities (MOQs) and minimum lot sizes.
3. Any component purchases will be credited against the quoted price for products under service for fresh lot builds only. Curtiss-Wright uses a standard costing system with an exchange rate calculation for component quotations.
4. Curtiss-Wright is committed to the prevention of counterfeit electronic parts entering the supply chain, including early identification of independent distributor dependency due to obsolescence of commercially available components used on our products. To mitigate the risk of entry into the supply chain of counterfeit parts when the independent distributor market must be used to manage obsolescence, Curtiss-Wright adheres to an AS5553 compliant practice.
5. Components will be quoted using Curtiss-Wright's internal part number.
6. Components quoted with a -BXX suffix in the part number are sourced through Curtiss-Wright's approved independent distribution channels. Customers will receive an authenticity report for these items for review/approval prior to component delivery.
7. Customer owned and/or supplied parts will be used at Curtiss-Wright's discretion to ensure uninterrupted builds and repairs.
8. Manufacturing attrition can vary based on component packaging. It is up to customers to ensure sufficient parts are secured for attrition and repairs based on the program forecast and estimated order schedule.
9. Customers should continue to monitor remaining stock levels of procured parts on the TLCM web portal to ensure stock adequately covers the remaining build and repair forecast.
10. An annual component usage report can be provided upon request.
11. Customers must provide a return address at the close of the TLCM services for any customer supplied or procured residual inventory returns. A certificate of destruction can be provided to customers who elect to have Curtiss-Wright dispose of the residual material.

#### **CUSTOMER SUPPLIED INVENTORY (CUSTOMER FURNISHED INVENTORY)**

1. Customers may opt to secure LTB components direct from the OEM or via distribution channels. Customers should inform the Program Manager and TLCM representative when this occurs so a customer specific component part number can be generated in Curtiss-Wright's ERP system.
2. A purchase order using the customer specific component part number will be generated by Curtiss-Wright's purchasing department when a requirement is loaded on its ERP system.
3. The component shipment must include:
  1. Shipping paperwork referencing the Curtiss-Wright customer specific component part number,
  2. Curtiss-Wright purchase order number reference,
  3. Certificate of Conformance (OEM or distributor), including packing slip,
  4. On company letterhead, the quantity and date code being supplied with manufacturer and manufacturer's part number with quality inspection approval,
  5. Correct component packaging per the component data sheet in ESD packaging,
  6. For components purchased from a non-franchise source, a valid test report tested to the current AS5553 standard.

Materials with missing documentation or incorrect packaging may be returned at the customer's expense.

4. Customer supplied components are subject to rejection at incoming inspection for visual, functional, dimensional and/or lead alignment non-conformance.
5. Customer supplied parts must be received within 4 weeks ARO or delivery lead time may be impacted. Curtiss-Wright requires a minimum of 3% of additional devices for attrition.

#### **BROKER BY APPROVAL**

Curtiss-Wright Defense Solutions now offers broker by approval on all of its COTS products. To mitigate the risk of counterfeit parts entering the supply chain when the independent distributor market must be used to manage obsolescence, CWDS adheres to an AS5553 compliant practice. Customers will be requested to approve the use of non-franchise component(s) prior to manufacture. To facilitate the approval, a material authenticity report in accordance with AS5553 will be provided (includes AS 1.1 – 1.5, 1.8, 1.9, 1.14).