

Applicable in the business transactions of Curtiss-Wright Antriebstechnik GmbH, Neuhausen am Rheinfall, Switzerland, with entrepreneurs, legal entities under public law and special assets under public law.

### 1. General information

(1) We shall only insofar recognize General Business Terms of the supplier, which contradict our Terms of Purchase, if we have approved these in writing. Our Terms of Purchase shall also apply if, in the knowledge of opposing terms and conditions of the supplier or terms and conditions which deviate from our Terms of Purchase, we accept deliveries of products and services of the supplier (hereinafter: Object of Contract) or pay for these. Written framework agreements between the supplier and us shall have precedence over these Terms of Purchase.

### 2. Conclusion of contract and amendments to the contract

- (1) Framework agreement, orders and delivery schedules as well as their change and supplementation require a written form; orders and delivery schedules can also be carried out by remote data transmission, e-mail, Secure File Transfer or fax.
- (2) Oral agreements, in particular subsequent changes and supplements to our Terms of Purchase – including this written form clause – as well as collateral agreements of all kinds, require a written confirmation in order to be valid. Fax and e-mail shall be deemed as in writing within the meaning of these Terms of Purchase.
- (3) Cost estimates are binding and not to be remunerated unless otherwise agreed in writing.
- (4) The supplier has to confirm each order in writing within one week since the receipt of the order, otherwise we are entitled to a revocation at all times. Delivery schedules within the framework of an order and call planning are binding. Insofar as we are entitled to a discretion with the delivery schedules according to the agreed order and call planning the supplier is however entitled to file an objection to our address in Neuhausen am Rheinfall, Switzerland within five workdays by e-mail or fax.
- (5) The QA instruction for suppliers (49 993 259) of Curtiss-Wright Antriebstechnik as well as our delivery and packaging regulations are an integral part of the contract.

### 3. Delivery

- (1) Deviations from framework agreements, orders and delivery schedules with regard to type, quality, number of units, dimensions and weight are only effective after obtaining our prior written consent. Decisive are the values determined by us during the incoming goods inspection.
- (2) Agreed dates and deadlines are binding. Decisive for the adherence to delivery date or delivery deadline is the receipt of the goods at the place of performance. If delivery "free works" (e.g. DDU or DDP according to Incoterms 2010) has not been agreed the supplier has to make the goods available in plenty of time by taking the time for loading and shipment, which is to be coordinated with the freight forwarder, into consideration in order for the freight forwarder to be able to deliver the goods to us by the expiry of the delivery deadline.
- (3) If the supplier is responsible for the installation and/or the assembly it shall bear all incurred secondary costs such as e.g. travelling expenses, provision of tools, personnel and the costs of its components suppliers or third parties, etc. itself subject to deviating written regulations.
- (4) Delivery dates are to be adhered to punctually. In case of the non-adherence to the delivery date the supplier shall be deemed in default without a reminder. If the supplier recognizes difficulties with regard to the production, material procurement, adherence to dates of component supplies or similar circumstances, which could prevent it from adhering to the delivery date or to the delivery in the agreed quality and quantity, it has to inform our ordering department immediately.
- (5) We reserve the right to reject premature deliveries without thus waiving the timely delivery.
- (6) The acceptance of the delayed delivery or service shall also always be carried out without an explicit notification subject to the reservation of the claims for interest on default and damages to which we are entitled owing to the delayed delivery or service. A full payment shall only be

deemed as a waiver of these claims if we have not expressed any explicit reservation before or at the time of the payment.

- (7) Partial deliveries are principally not permitted unless our written consent is accordingly available.
- (8) We have a worldwide, transferrable right of use to intellectual property, including software, which is intrinsic to the Object of Contract or belongs to its scope of deliveries, including the documentation in this respect, in the scope of the use of the Object of Contract delivered by the supplier as intended. This shall also include the right to create a backup copy of the software. The supplier assures that it is entitled to dispose in full with regard to the intellectual property which is intrinsic to the Object of Contract.
- (9) The supplier shall ensure that it can also supply us with the objects of delivery or parts thereof as spare parts at reasonable conditions for a period of 15 years after the last order.
- (10) The premature discontinuation of the manufacturing of the object of delivery or parts thereof by the supplier or its sub-suppliers is to be reported to us in such plenty of time that a last order of a sufficient quantity can be placed still. In case of a breach of this obligation we are entitled, irrespective of possible patents or other rights, to have the object of delivery produced ourselves for the own requirements without compensation to the supplier and to use samples and drawings of the supplier for this purpose. The supplier undertakes to hand over the corresponding documents to us at least relating to the parts, which the supplier produces itself, upon request.

### 4. Place of performance, passing of risk

- (1) The place of performance is the location, to which the goods are to be delivered according to the order.
- (2) The supplier shall bear the risk until the acceptance of the Object of Contract by us or our authorized agent at the location to which the goods are to be delivered according to the order pursuant to the Incoterms 2010.

### 5. Force majeure

- (1) Force majeure, industrial disputes, interferences to operation without a fault, political unrest, official measures and other unavoidable events shall entitle us – irrespective of our other rights – to cancel the contract in full or in part insofar as these events are of a substantial duration and/or result in a substantial delay in our requirements.
- (2) In this case we shall remunerate the supplier the costs of the outward and return transport insofar as the notification of the cancellation does not reach the supplier in time and the transport cannot accordingly be stopped in time.

### 6. Advice of dispatch and invoice

- (1) The advice of dispatch has to be carried out according to our stipulations in the orders and delivery schedules.
- (2) Delivery notes and packing slips are to be enclosed with each shipment in a single copy. The documents must include: Order number, quantity and quantity unit, article designation with our article number as well as the residual quantity in case of partial deliveries.
- (3) The invoice is to be sent to the address stated in our order as a single copy by stating the invoice and value added tax number as well as other allocation features.
- (4) If no special agreement has been reached the prices shall be deemed "delivered duty paid" (DDP according to Incoterms 2010) including packaging. Possible value added tax is not included.

### 7. Terms of payment

- (1) Insofar as no written agreement to the contrary has been reached the invoice shall be settled either within 20 days with the deduction of 3% cash discount or within 30 days without deduction. The run of the deadline shall begin with the acceptance of the Object of Contract and receipt of the invoice.

**8. Inspection obligation, guarantee, statute-of-limitations, insurance**

- (1) Our incoming goods inspection is limited to the type and number of units. We do not bear any further inspection responsibility. We in particular assume that the quality control has been carried out according to the test plan and quality instructions. However, we reserve the right to only accept the Object of contract after examination for accuracy and usability.
- (2) Irrespective of whether defects (objectively) are immediately recognizable or are hidden, we can report the defects recognized within the guarantee period within 30 days after their discovery and are at own choice either request redhibition (reverse transaction step-by-step), reduction in price (reduction), free substitute delivery or free remedy of defects. The right is in any case reserved to assert claims for damages with regard to indirect damages.
- (3) The guarantee deadline is 2 years.
- (4) The supplier undertakes to maintain sufficient insurance cover for the duration of the delivery relationship in which all possible risks have been taken into consideration. The proof is to be provided to us upon request.

**9. Product liability**

- (1) For the event that a claim is asserted against us from product liability the supplier undertakes to indemnify us from such claims insofar as the damages have been caused by a fault to the Object of Contract delivered by the supplier.
- (2) In the cases of the indemnification from product liability the supplier shall take over all costs and expenses, including the costs of a possible safeguarding of rights or recall action. Incidentally the statutory provisions shall apply.

**10. Execution of work**

- (1) Persons, who carry out work in our plant area in the satisfaction of the contract have to comply with the provisions of our company regulations. The liability for accidents, which these persons suffer on the plant area, is excluded, except in cases of gross fault, which is to be proven by the claimant.

**11. Prevention of counterfeit parts**

- (1) The supplier agrees and ensures that the goods that are delivered to Curtiss-Wright Antriebstechnik GmbH do not contain any counterfeit goods by implementing guidelines that include prevention, detection and risk reduction methods. Include protection against the use of counterfeit parts.
- (2) The procurement of components via the 3rd market, e.g. by brokers, requires the written approval of Curtiss-Wright Antriebstechnik GmbH. If possible, the supplier purchases parts that come directly from the original manufacturer (OEM) or that can be traced back to the OEM.
- (3) At the request of Curtiss-Wright Antriebstechnik GmbH, the supplier provides documentation from the authorized suppliers, which confirms the traceability of the parts to the respective authorized supplier.
- (4) If the supplier determines or suspects that he has delivered counterfeit parts, he must inform Curtiss-Wright Antriebstechnik GmbH immediately. If the goods delivered as part of the order are counterfeit parts or contain counterfeit parts, the supplier must immediately examine, analyze and notify Curtiss-Wright Drive Technology GmbH in writing whether they are counterfeit Parts should be replaced with original parts that meet the requirements of this order, or whether an alternative solution to meet the ordering requirements is recommended at the supplier's expense.

**12. The making available of materials**

- (1) Substances, parts, containers and special packaging ("Materials") made available by us shall remain our property. These may only be used as intended. The processing, connection, mixing or combining of materials and the assembly of parts is carried out for us. Until the transfer of the ownership to the whole product produced by the supplier to us we are co-owners to the correspondingly produced products in the ratio of the

value of the materials made available by us to the value of the whole product.

**13. Tools**

- (1) Irrespective of agreements to the contrary we shall receive full or partial ownership in the scope, in which we participate in the proven costs for tools for producing the object of delivery. The tools shall pass to our (co-)ownership with the payment. They shall remain with the supplier on loan. The supplier is only actually or legally entitled to dispose over the tools, to relocate their location or to make these permanently incapable of functioning with the written consent of us. The tools are to be marked as our (co-)ownership by the supplier. The supplier shall bear the costs for the maintenance, repair and the replacement of the tools.
- (2) Substitute tools shall be our property in line with our share of the original tool. In case of co-ownership to a tool we shall be entitled to a pre-emptive right to the co-ownership share of the supplier. The supplier has to exclusively use tools, which are subject to our (co-)ownership for producing our objects of delivery.
- (3) After termination of the delivery the supplier has to hand the tools over to us immediately upon request, with tools in co-ownership we have to reimburse the current value of the co-ownership share of the supplier to it after receipt of the tool. The supplier shall in no way be entitled to a right of retention. The supplier shall also be responsible for the hand-over obligation in the event of an application for insolvency against it or with a more long-term interruption to the delivery. The supplier has to insure the tool in the agreed scope, and if no agreement has been reached, to the customary extent.

**14. Documents and non-disclosure**

- (1) All business or technical information made accessible by us (including features, which can be taken from the handed over objects, documents or software and other knowledge or experience) are as long and insofar as it is not as proven known to the public, to be kept secret towards third parties and may only be made available to those persons in the own plant of the supplier, who essentially require this in connection with the provision of the contractual object and who have also been obliged to non-disclosure; they shall remain our exclusive property. Without our prior written consent such information – except for deliveries to us – may not be reproduced or used commercially.
- (2) At our request all information stemming from us (if applicable including produced copies or records) and objects handed over on loan are to be returned to us immediately and in full or to be destroyed. We reserve all rights to such information (including copyrights and industrial property rights such as patents, utility models, etc.). Insofar as such rights were made accessible to us by third parties this legal reservation shall also apply for the benefit of entitled third parties.
- (3) If the supplier provides contractual services owing to documents designed by us, such as drawings, models, etc, or according to our confidential details or with our tools or imitated tools, these may neither be used by the supplier itself, nor offered or made accessible to third parties. This shall also apply accordingly to our printing orders.

**15. Access, inspection and participation rights**

- (1) With the acceptance of the order the supplier grants us, our customers, or official quality testing agencies and if applicable further authorities the right to access its premises and inspect the whole documentation relevant to the order (electronically and/or as hardcopies). It shall ensure by corresponding agreements with its partners and subcontractors that these access, inspection and participation rights are also granted to us.

**16. Export control and customs**

- (1) The supplier undertakes to inform us about possible approval obligations with (re-)exports of its goods according to Swiss, European as well as the export and customs provisions of the country of origin of its goods in its business documents. For this purpose the supplier shall

at least provide the following information in its offers, order confirmations and invoices with the goods positions concerned:

- the export control number according to goods control regulations (GVK) of 25 June 1997 or comparable list positions of relevant export control lists,
- the origin of the goods of its goods and the parts of its goods under trade policies , including technology and software including the proof of preference according to possible free trade agreements of the country of origin with Switzerland or with the EFTA,
- the statistical goods number (HS-Code) of its goods, as well as
- A contact in its company for clarifying possible queries on our part.

- (2) At our request the supplier undertakes to notify us in writing of all other foreign trade data relating to its goods and their parts as well as inform us immediately (before delivery of corresponding goods affected hereby) about all changes to the afore-mentioned data.
- (3) The supplier undertakes to notify us in writing by no later than in its offer whether the deliveries and services (or a part thereof) are subject to US export control regulations. If this is the case the "Export Control Classification Number" (ECCN) is to be notified insofar as the deliveries are subject to the "Export Administration Regulations" (EAR); otherwise with the applicability of the "International Traffic and Arms Regulation" (ITAR) the "United States Munition List Number" (USML) is to be notified. Further with the relevance of the ITAR provisions it is to be notified whether the deliveries and services (or a part thereof) are classified as "Significant Military Equipment" or as "Major Defense Equipment".  
In the event of the culpable omission or faulty notification of these details we are entitled to cancel the contract. The right to assert claims for damages by us remains unaffected.

transported, insofar as permitted according to this law under the exclusion of the law of conflicts.

#### **17. Social responsibility and environmental protection**

- (1) The supplier undertakes to comply with the respective statutory regulations concerning the handling of employees, environmental protection and labor safety and to work towards reducing detrimental effects on humans and the environment during its activities. For this purpose the supplier shall set up and further develop within the framework of its possibilities a management according to ISO 14001. The supplier shall further comply with the principles of the Global Compact Initiative of the UN. These essentially relate to the protection of the international human rights, the right to collective wage agreement negotiations, the abolishment of forced labor and child labor, the removal of discrimination with the recruitment and employment, the responsibility for the environment and the prevention of corruption. Further information relating to the Global Compact Initiative of the UN is available under [www.unglobalcompact.org](http://www.unglobalcompact.org).
- (2) **CONFLICT MINERALS COMPLIANCE**  
Supplier (Seller) agrees that it will provide us (Buyer) with the information us (Buyer), in its sole discretion, deems necessary to comply with the requirements of Section 1502 ("the Provision") of the Dodd-Frank Wall Street Reform and Consumer Protection Act ("Act") (Pub. L. 111-203, 124 Stat. 1376 (July 21, 2010)) relating to disclosure and reporting obligations concerning the use of "conflict minerals" during each calendar year on or before February 1st of the next year and undertake due diligence on its supply chain and any other measures as necessary to obtain the information necessary for us (Buyer) to comply with such requirements.

#### **18. Place of jurisdiction; applicable law**

- (1) Should one provision of these Terms of Purchase and possibly reached further agreements be or become invalid and/or non-enforceable, this shall have no effect on the validity and ability to assert the other provisions. The contractual partners undertake to replace the invalid and/or non-enforceable provision by an effective and enforceable regulation, which shall as far as possible correspond with this with regard to the financial success.
- (2) The place of jurisdiction for all lawsuits, which ensue directly or indirectly from contractual relationships, to which these Terms of Purchase are applicable, is exclusively Schaffhausen (Switzerland). Irrespective of the afore-mentioned place of jurisdiction we are however entitled to file legal action against the supplier at our choice at the court of its registered seat or its branch or at the court of the place of performance,
- (3) Swiss law shall apply exclusively to the contractual relationships under the exclusion of the law of conflicts and the Convention of the United Nations concerning contracts for the International Sale of Goods (CISG). The provisions concerning the reservation of ownership (Subclause 12) are however subject to, insofar as this requires its ability for assertion, instead of the Swiss law, the law of the state of the supplier, to which the goods are