

**Curtiss-Wright Defense Solutions  
PURCHASE ORDER TERMS AND CONDITIONS**

*Curtiss-Wright Defense Solutions (CWDS) terms and conditions herein apply to the following legal entities:*

*Dy4, Inc., Dy4 Systems, Inc., Curtiss-Wright Controls Electronic Systems, Inc., Tactical Communications Group, LLC, Teletronics Technology Corporation, Pacific Star Communications, Inc. dba PacStar, and Pacific Star Communications, Inc. dba Parvus*

**1. Definitions.**

**“Buyer”** means the Curtiss-Wright Defense Solutions entity identified on the Order or any of its assignees or successors, acting through its purchasing organization.

**“Documentation”** means all information, algorithms, code, data, designs, documentation, drawings, evaluations, firmware, know-how, ideas, improvements, innovations, inventions, whether patentable or not, manuals, plans, procedures, processes, records, reports, research, samples, schedules, software, specifications, works of authorship and all other documentation and deliverables, which are stated in the Order to be supplied by Seller to Buyer.

**“Products”** means all articles, components, devices, dies, equipment, goods, items, jigs, materials, parts, patterns, tooling, tools or other goods, which are stated in the Order to be supplied by Seller to Buyer.

**“Order”** means a purchase order furnished by Buyer to Seller, including any Documentation expressly incorporated into it, and incorporating these Terms.

**“Services”** means any services, which are stated in the Order to be supplied by Seller to Buyer.

**“Terms”** means the terms and conditions of purchase set out in this document, the Order and any additional terms incorporated therein including, without limitation, US Government flowdown clauses, quality assurance documents, technical requirements and any changes thereto.

**“Work”** means all work including Products, Services and/or Documentation, which are stated in the Order to be supplied by Seller to Buyer.

- 2. Order of Precedence.** In the event of any conflict among the procurement documents referenced in the Order, the following order of precedence shall apply in interpreting this Order: 1. Order, 2. These Terms and Conditions, 3. Quality Clauses, 4. Buyer Documents, 5. Seller Documents, 6. Other Agreements (e.g. Supply Agreements)
- 3. Acceptance.** This Order is an offer to buy expressly limited to Seller’s acceptance of the Documentation and Terms incorporated into it. Unless agreed to in writing by Buyer, terms proposed in Seller’s acceptance of Buyer’s offer which add to, vary from or conflict with the Order are hereby objected to. The Order shall be deemed to be accepted upon the earlier to occur of Seller’s Order acknowledgement or commencement of any Work in relation to the Order.
- 4. Advertising.** Any advertising or publicity of this Order (including the Work hereunder and pictures, descriptions or samples thereof) by Seller is prohibited except with Buyer’s advance written approval.
- 5. Authority and Communication.** Agreements resulting from communications amongst Buyer and Seller technical, quality and/or program management personnel shall not be binding unless documented by Buyer in an Order or amendment thereto.
- 6. Inspection, Access, Oversight and Audit.** At all reasonable times, all Work (including Work performed by Seller’s subcontractors and suppliers) shall be subject to inspections, oversight and tests as Buyer may direct and may be performed by Buyer, its customers and/or representatives of either without additional charge. Seller shall provide Buyer or Buyer’s customer with access to plant, facilities and records of Seller and its subcontractors and suppliers for inspection, oversight, tests and/or audit. Buyer may charge Seller for additional costs to Buyer when Work is not ready for scheduled inspections and tests.

.Except as otherwise agreed in writing, all Work furnished under this Order shall be subject to final inspection and acceptance by Buyer. If Seller delivers non-conforming Work, Buyer may, in its sole discretion and without waiving any other remedies that may be provided in the Order or at law, exercise its rights as provided in these Terms. Seller must obtain written approval from Buyer prior to shipping any non-conforming Products to Buyer. Seller must notify Buyer of any non-conforming Products if determined during or after shipment. The inspection, approval, review or failure to inspect shall not relieve Seller from any of its obligations under the Order nor constitute a waiver of any defects or nonconformities. The acceptance by Buyer of any Work under any Order will not limit or affect any warranty or right of indemnity granted by Seller under the Order, these Terms or otherwise. Seller shall maintain a quality control and

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inspection system acceptable to Buyer. Seller shall maintain quality records associated with this Order for a minimum period of ten (10) years.

7. **Delivery.** Delivery of the Work in accordance with the established schedule stated in the Order is a material requirement of this Order. Seller shall furnish all resources necessary to assure compliance with the established delivery dates. No acts of Buyer, including without limitation, modifications to this Order or acceptance of late deliveries, shall constitute a waiver of this provision. Seller shall provide free of charge all documentation reasonably required by Buyer to use, operate and maintain the Products and/or Services.

Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer in writing of the reason and estimated length of the delay. Seller shall make every effort to avoid or minimize the delay. Any additional cost incurred by Buyer or Seller because of late delivery shall be borne by Seller unless specifically authorized in writing by Buyer. If Seller is unable to meet the required delivery schedules for any reason, Buyer shall have the option to: (1) terminate this Order, or (2) fill this Order or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without penalty to Buyer. The rights accorded Buyer pursuant to this paragraph shall not limit Buyer's rights under the "Termination" provision of this Order. All deliveries shall strictly adhere to the applicable quantities and schedules set forth in this Order. Buyer shall have no obligation to return or pay for any quantities in excess of those specified in this Order.

8. **Ownership.** All Documentation created in or resulting from Seller's performance under this Order, or delivered to Buyer by Seller, shall be exclusively owned by Buyer and shall not be used by Seller for any purpose other than the performance of Work under this Order. Seller agrees to transfer and does hereby transfer to Buyer all right, title and interest in and to all intellectual property rights associated with such Documentation.

Seller will, at its expense, execute or obtain the execution of any papers necessary to perfect ownership of the Documentation to Buyer or as may be necessary in obtaining, maintaining or enforcing any intellectual property rights by Buyer. Seller also agrees that any intellectual property which is protectable by copyright will be considered a work made for hire for Buyer. Seller shall, at its expense, obtain any and all licenses and rights necessary to afford Buyer the foregoing rights. Seller agrees that it shall not produce for or quote prices to any other party, goods or materials, which are manufactured according to Buyer's proprietary specifications and are not a part of Seller's standard product offering.

9. **Risk of Loss.** Seller shall have risk of loss of the Work to be furnished under this Order until arrival at the destination designated in this Order.

10. **Changes.**

**(a) Buyer Changes.** Buyer may, at any time, by a written change notice (a "Change Notice"), without notice to any sureties, make changes to any aspect of the Order and/or its performance. Upon receipt of a suspension order, Seller will immediately take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Order during the period of Work stoppage. If Seller considers the conduct, statement or direction of Buyer constitutes a Buyer Change hereunder, Seller shall notify Buyer's agent and take no action on the perceived change pending a Change Notice.

Upon receipt of a Change Notice, Seller shall implement the same and proceed diligently with its execution. If the Change Notice materially affects Seller's cost or time for performance, Seller shall promptly advise Buyer of any effect thereof and promptly submit to Buyer a quote for performance necessitated by such Change Notice. No claim by Seller for adjustment hereunder shall be allowed unless made in writing for a specified amount within twenty (20) days from the date notice of any such Change Notice is received by Seller and any claim may only include reasonable costs and schedule impact that will necessarily be incurred as a direct result of the Change Notice. Buyer shall make an equitable adjustment in writing to the Order if the change materially affects Seller's cost or time for performance as determined by Buyer. Any failure to agree on an equitable adjustment shall be considered a dispute in accordance with the Article 26 and shall not excuse Seller from proceeding the Change Notice.

**(b) Seller Changes.** Seller and Seller's suppliers/subcontractors shall not make any changes in the manufacture of Products without prior written notification to Buyer and Buyer reserves the right to terminate this Order for default if any such changes are made by Seller and Seller's suppliers/subcontractors without obtaining Buyer's advance written

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approval. In the event Seller is an authorized distributor of the OEM/OCM, Seller shall provide such Product change notifications to Buyer within fourteen (14) days of receipt of the change notification received from the OEM/OCM. Seller shall notify Buyer in writing in advance of any proposed changes ("Seller Changes"). Such proposed Seller Changes shall not occur until approved in writing by Buyer. Necessary audits of proposed Seller Changes shall be conducted at Seller's cost. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all Seller Changes. Buyer's approval or disapproval of any requested Seller Change shall not be the basis for an equitable adjustment.

NOTWITHSTANDING THE ABOVE OR ANY OTHER PROVISION OF THIS ORDER, THE SELLER HEREBY AGREES THAT NO CHANGES TO THE PRODUCT AND/OR SERVICES THAT MAY BE REQUIRED IN ORDER TO MEET THE SPECIFIED PERFORMANCE REQUIREMENTS OF THIS ORDER SHALL ENTITLE THE SELLER TO ANY ADJUSTMENT IN EITHER PRICE OR TIME FOR PERFORMANCE.

11. **Assignment.** Seller may not assign this Order or any interest herein (including without limitation payment) without Buyer's prior written consent. Seller shall ensure that any permitted assignee shall be bound by the Terms of this Order.
12. **Intellectual Property Indemnity and Remedies.** Seller shall, at its own expense, indemnify, defend and hold Buyer and/or its customers harmless from all costs, damages, expenses, fees, liabilities and losses which may be incurred based on any action, allegation, claim, proceeding or suit that any Work furnished hereunder or any part thereof constitutes an infringement or misappropriation of any claim of any patent, copyright, trade secret or other intellectual property right, except for items manufactured by Seller pursuant to designs solely developed by Buyer and furnished to Seller by Buyer. Seller shall, at its own expense, settle or defend all actions, claims, proceedings or suits against Buyer in which any such infringement or misappropriation is alleged, and if any judgment shall be rendered against Buyer in any such action, claim, proceeding or suit, Seller shall, at its own cost and expense, satisfy and discharge same. Notwithstanding the foregoing, any settlement of such an action, claim, proceeding or suit shall be subject to Buyer's written consent, which consent shall not be unreasonably withheld or delayed. If the Work furnished hereunder or any part thereof is held in any action, claim, proceeding or suit to constitute an infringement or misappropriation or its use enjoined, Seller shall at its expense, in a timely manner: (1) procure for Buyer and its customers the right to continue using the Work or part thereof, or (2) replace it with a substantially equivalent non-infringing Work, or (3) modify it so it becomes non-infringing, but is substantially, functionally equivalent. In the event of the impossibility of the foregoing options, Seller shall provide Buyer a refund of the purchase price of the Work.
13. **Compliance with Laws and Standards.**  
Seller, in the performance of this Order, shall comply with all federal, state and local laws, rules and regulations, code and standards applicable to or incorporated by reference in this Order, including, but not limited to, all applicable environmental protection laws, rules and regulations, data privacy, employment and safety laws.
14. **Termination.**  
**(a) Termination for Default.** Buyer may, by written notice, terminate this Order for Seller's default, in whole or in part, and/or cancel all or any part of the undelivered portion of this Order if Seller: (i) fails to deliver any Work by the time or in the manner specified in this Order; (ii) fails to make progress which, in Buyer's reasonable judgement, endangers performance of this Order in accordance with its Terms; (iii) fails to furnish adequate assurances after a written request by Buyer for such assurance when reasonable grounds for insecurity arise with respect to Seller's performance; (iv) files or has filed against it a petition of bankruptcy; (v) becomes insolvent or suffers a material adverse change in financial situation; and/or (vi) fails to perform or comply with any obligation of this Order or any part thereof; and, in any of these circumstances, (i) through (vi) above, within ten (10) days after receipt of notice from Buyer specifying the failure, does not cure the failure or provide Buyer with a written detailed plan adequate to cure the failure if such failure reasonably cannot be cured within such ten (10) days and such plan is acceptable to Buyer. Any such termination or cancellation shall be without liability to Buyer except to pay for completed Work delivered and accepted by Buyer prior to termination or cancellation. In the event of any such termination or cancellation, Buyer may take possession of any materials or equipment incorporated or contemplated to be incorporated into the Work

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and cause the Work to be completed in whatever manner Buyer deems appropriate at Seller's sole cost and expense. Seller shall promptly assign to Buyer, or Buyer's designee, such contracts and purchase orders as Buyer shall request be so assigned in connection with the Work. Upon termination or cancellation, Buyer may procure from another party, at Seller's expense, and upon terms it deems appropriate, Work similar to those so terminated or cancelled. Seller agrees that it will be liable for Buyer's re-procurement charges, which may exceed the amount which would have been due to Seller had Seller satisfactorily completed this Order. Seller shall continue performance of this Order to the extent not terminated or cancelled. These rights and remedies are in addition to any other rights and remedies available to Buyer under these Terms, in law or in equity.

**(b) Termination for Convenience.** Buyer may, by written notice, terminate this Order for Buyer's convenience, in whole or in part, at any time. In such event, Seller shall promptly comply with the directions contained in such notice and shall, subject to such direction: (i) take all necessary action to stop the Work terminated, minimizing costs and liabilities and ensure that no further steps are taken to produce any undelivered Product or Documentation and/or perform any unperformed Services, (ii) protect, preserve and deliver any property related to this Order which is in Seller's possession pursuant to Buyer's direction; (iii) use its best endeavors to mitigate any loss it may have incurred as a result of termination; (iv) place no further orders or subcontracts except as may be necessary for the completion of Work not terminated; and (v) continue the performance of any unterminated portion of the Work, if any. Upon termination under this clause, Buyer and Seller shall negotiate reasonable termination costs consistent with costs allowable under Article 10 entitled Changes, which are identified by Seller within thirty (30) days of Buyer's termination notice to Seller, unless the parties have agreed to a termination schedule in writing. Seller shall be entitled to: (i) reimbursement for its actual costs incurred up to and including the date of termination, such cost to be determined in accordance with current industry practices. In no event shall Buyer's obligations, as a consequence of the termination, exceed the Order price of the Work terminated, less the aggregate of all prior payments made. Upon payment of the amounts specified above, Seller shall make such disposition of completed or uncompleted Work or any raw, semi-processed or completed materials as Buyer may direct. Buyer may examine Seller's records relating to a termination under this Order as Buyer may deem necessary, provided, however, that if Seller objects to an examination of Seller's records by Buyer, a mutually acceptable independent third party may make such examination and prepare a report for both parties at Seller's expense.

15. **Subcontracting.** Seller shall not subcontract any portion of the Work without the prior written approval of Buyer. This restriction on subcontracting shall not apply to authorized distributors or dealers, nor shall it apply to purchases of standard commercial articles, on which Seller will perform further work.
16. **Warranty.** Seller warrants that the Product and Documentation delivered hereunder shall be free from defects in design, workmanship and materials; shall be of merchantable quality; shall be fit for the purpose intended; shall perform in the manner specified; be free of any defects in title and shall conform to all requirements of this Order. Unless otherwise stated on the face of the Order, these warranties shall remain in effect, as to each Product and Documentation, for a period of time consistent with the later of the warranty life normally offered by Seller or 12 months from Seller's delivery of such Product and/or Documentation. Any Product and/or Documentation to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety. Seller shall maintain lot traceability for all Product and/or Documentation supplied. Packing slips shall reference traceability number or batch number. Any inspection, delivery, review, approval of designs and/or other documentation furnished by Seller, or payment shall not relieve Seller of its obligations under any provision of this Order, including these warranties. Seller's warranties hereunder shall run to Buyer, its successors, assigns, customers and users of the Work. With respect to any defective Product and/or Documentation, Buyer, without waiving any remedies provided by law and/or under this Order, may require Seller, at its sole expense, as directed by Buyer, to promptly: (1) repair or replace the defective or non-conforming Product and/or Documentation (and correcting any plans, specifications or drawings affected) in a timely manner; (2) furnish Buyer any materials, parts and instructions necessary to enable Buyer or its customer to correct or have corrected the defect or nonconformity, or (3) refund the purchase price, or an appropriate portion thereof, to Buyer. All handling, storage, freight (both ways)

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and demurrage charges shall be at the cost of Seller. Seller warrants that Services furnished by Seller shall reflect the highest standards of professional knowledge and judgment, shall be free from defects in workmanship and shall conform to all requirements of this Order, until 12 months from the completion of such Services. With respect to any defective Services, Buyer, without waiving any remedies provided by law and/or under this Order, may require Seller, at its sole expense, as directed by Buyer, to promptly: (1) re-perform the Services, or (2) refund the purchase price or appropriate portion thereof to Buyer. If Seller refuses or fails promptly to repair or replace such Product/Documentation, furnish Buyer any materials, parts and instructions or to re-perform Services when requested by Buyer, Buyer may, by contract or otherwise, repair or replace such Product/Documentation, obtain any necessary materials, parts and instructions or procure substitute services and Seller agrees to reimburse Buyer for the costs and expenses incurred by Buyer thereby. Buyer shall be entitled to avail itself cumulatively of all remedies provided under this Order, in law or in equity.

**17. Excusable Delays.** Neither party shall be in default for any delay or failure to perform hereunder due to causes beyond its control and without its fault or negligence ("Force Majeure"); provided, that: (i) the Work to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule; (ii) Seller furnishes prompt written notice to Buyer of the occurrence of any such cause that will or may delay Seller's performance; and (iii) uses all reasonable efforts to mitigate the impact of such event of Force Majeure. If delivery of any Products and/or Documentation or performance of Services is delayed by Force Majeure for more than three (3) months, Buyer may, without any additional extension, cancel all or part of any Order with respect to the delayed Work, and exercise any of its remedies hereunder or at law.

**18. Counterfeit and/or Suspect Work.**

"Counterfeit and/or Suspect Work" means articles, components, devices, equipment, goods, materials or parts ("Items") that may be (1) mislabeled as to source or quality, (2) falsely labeled as new, (3) fraudulently stamped or identified as having been produced to high or approved standards, (4) an unauthorized copy of a known product within the industry, (5) surplus or scrap material, or (6) materially misrepresented in some way by the supplier. Counterfeit and/or Suspect Work is rebuttably presumed to not be in conformance with the Order requirements. Seller agrees that only new and authentic materials will be used in Seller's Work and that any delivered Product to Buyer contains no Counterfeit and/or Suspect Work. No other Item other than a new and authentic Item is to be used by Seller unless approved in advance in writing by Buyer. Seller shall implement a procedure, applicable at all levels of supply, to control Counterfeit and/or Suspect Work and ensure that Counterfeit and/or Suspect Work is not being delivered or incorporated into any of Seller's Product or Work. In this regard, Seller shall only incorporate Items that are sourced from Original Equipment Manufacturers ("OEMs"), Original Component Manufacturers ("OCMs"), and their respective authorized distributors. Deviations from this general standard must be approved in writing by Buyer. Seller must make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates the traceability of the Items to that applicable OEM/OCM. Purchase of Items from independent distributors is not authorized unless first approved in writing by Buyer's purchasing representative. Buyer's approval of Seller request(s) does not relieve Seller's responsibility to comply with all Order requirements, including the obligations of this Article. If Seller becomes aware or suspects that it has furnished Counterfeit and/or Suspect Work in any form, Seller shall immediately notify Buyer in writing with the pertinent facts and Seller shall immediately: (1) provide OEM/OCM documentation that authenticates the traceability of the Items in question and a certificate of conformance evidencing compliance with the requirements of the Order; or (2) promptly replace the Counterfeit and/or Suspect Work with Items acceptable to Buyer at Seller's sole cost and expense. Seller shall also be liable for the costs associated with, but not limited to, costs of removing Counterfeit and/or Suspect Work, costs of reinstalling replacement Items, any testing required by the reinstallation of replacement Items, travel expenses, legal expenses, shipping costs, fines or penalties, labor, replacement Items and administrative expenses.

If this Order is for the (1) supply of electronic parts, (2) supply of end items, components, parts or assemblies containing electronic parts, or (3) provisioning of services where Seller will supply electronic parts or components, parts, or assemblies containing electronic parts as part of the service then the provisions of paragraphs (a)–(e) of DFARS 252.246-



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7007, "Contractor Counterfeit Electronic Part Detection and Avoidance System," in effect on the date of this Order, including its definition of "electronic parts", are incorporated in this paragraph by reference. Where necessary to make these provisions of DFARS 252.246-7007 applicable to this Order "Contracting Officer" shall mean both "Contracting Officer" and "Buyer".

The substance of this clause shall be incorporated into any subcontract or purchase order entered into by Seller for the performance of any part of the Work under this Order.

**19. Buyer Proprietary Information.**

"Buyer Proprietary Information" means confidential, non-public or other proprietary information including, without limitation, trade secrets, technical information, including algorithms, code, data, designs, documentation, drawings, firmware, formulae, hardware, know-how, ideas, improvements, inventions, whether patentable or not, manuals, operations, plans, photographs, procedures, processes, records, reports, reviews, samples, schedules, sketches, software, specifications, financial information, including pricing and other proprietary information that is disclosed under these Terms by Buyer to Seller or is otherwise learned by Seller by observing Buyer's facilities. Seller agrees that, as a condition to the receipt of Buyer Proprietary Information hereunder, Seller shall: (i) not disclose, directly or indirectly, to any third party any portion of Buyer Proprietary Information without the prior written consent of Buyer; (ii) not use Buyer Proprietary Information except for the purpose of fulfilling Buyer's requirements under the Order; (iii) promptly return or destroy, at Buyer's request, all materials, documentation and notes containing Buyer Proprietary Information received hereunder except for copies of any computer records or electronic files containing Buyer Proprietary Information, which have been created by automated processes such as archiving or back-up procedures; (iv) take all reasonably necessary precautions to protect the confidentiality of Buyer Proprietary Information received hereunder and exercise at least the same degree of care in safeguarding Buyer Proprietary Information as Seller would with its own proprietary information; (v) inform all employees of Seller to whom Buyer Proprietary Information may be disclosed of the proprietary interest of Buyer therein and of the obligations of Seller with respect thereto; and (vi) promptly advise Buyer in writing upon learning of any unauthorized use or disclosure of Buyer Proprietary Information.

**20. Prices, Taxes and Payments.**

Unless expressly stated in the Order, the prices stated in the Order are firm and fixed and include all applicable federal, state, and local taxes, duties, tariffs, and similar fees imposed by any government, which shall be listed separately on the invoice. The prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. The payment due date, including discount periods, shall be net sixty (60) days from the date of receipt of a correct invoice. Payment shall be deemed to have been made on the date Buyer's check is mailed or payment is otherwise tendered. Seller shall promptly repay to Buyer any amounts paid in excess of amounts due Seller. Seller warrants that the prices for any Work under this Order do not exceed the prices for goods and/or services offered by Seller to third parties in substantially similar quantities and under substantially similar terms and conditions. Buyer shall have the unconditional right, without notice to Seller, to set off against and apply to such due and payable amount of any amount due to Buyer from Seller which shall not limit rights of set-off or liens or similar rights which Buyer may otherwise have by reason of applicable law or other agreement.

**21. Government Orders.** When the Work furnished are to be used in the performance of a contract or subcontract with a governmental body or other entity requiring compliance with similar laws and regulations, **Appendix A, Government Flow-down Clauses** (available on the world wide web at: <https://www.curtisswrightds.com/company/customer-supplier-information/>), shall apply, along with all other laws and regulations applicable to such contract or subcontract, as such laws and regulations may be amended from time to time.

**22. Buyer Furnished Property.** Buyer may provide Seller property owned by either Buyer or its customer ("Buyer Furnished Property").

Seller shall not alter or use Buyer Furnished Property for any purpose or for any other party other than that specified by Buyer, without the prior written consent of Buyer. Seller shall segregate and clearly mark Buyer Furnished Property to show Buyer's ownership and shall preserve Buyer's title thereto free and clear of all encumbrances. Seller, shall, if requested by Buyer, submit to Buyer an itemized inventory showing the description and location of each item of Buyer

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Furnished Property. Buyer shall have the right to enter Seller's premises to inspect Buyer Furnished Property and remove such Buyer Furnished Property is Seller deems it necessary. Upon completion or termination of this Order, Seller shall segregate all Buyer Furnished Property and shall dispose of same as Buyer may direct. Seller shall, at its expense store, protect, preserve and perform all maintenance, repairs and replacements necessary with respect to Buyer Furnished Property so that the same may remain suitable for the use contemplated hereby and may be returned to Buyer in as good condition as when received, except for reasonable wear and tear or consumption of materials necessarily resulting from their use. Seller waives any and all claims relating to loss, damage, injury or delay arising out of or related to Buyer Furnished Property and except for claims arising from Buyer's gross negligence or willful misconduct Seller shall indemnify Buyer against any and all liability for damage to property or injury to or death of persons arising from or incidental to the presence or use of Buyer Furnished Property, whether such damage, injury, or death be caused by defects in Buyer Furnished Property, negligence in the use thereof, strict liability, or otherwise.

**23. Toxic Substances.**

**(a)** Where the Product is to be delivered into North America, Seller warrants that each chemical substance delivered under this Order shall, at the time of sale, transfer or delivery, be on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Agency pursuant to Section 8(b) of the Toxic Substance Control Act (Public Law 94 469), as may be amended. Seller shall submit to Buyer, Material Safety Data Sheets, prepared in accordance with OSHA Hazardous Communication Standard, 29 CFR 1910.1200, as required. Seller warrants that the Product furnished hereunder have been completely and accurately labeled pursuant to the requirements of 40 CFR Part 82, "Protection of Stratospheric Ozone" or that the Product does not require such labeling.

**(b)** Where the Product is to be delivered into Europe, Seller shall ensure that hazardous or sensitive substances are clearly marked as such in accordance with Control of Substances Hazardous to Health Regulations 1988 (COSHH) and any subsequent amendment thereof and that any safety precaution data sheets required for their handling are also clearly indicated on packaging and delivered therewith.

Seller shall ensure that all substances, preparations and articles supplied conform to the EU Regulation (EC N° 1907/2006) on the Registration, Evaluation and Authorization of Chemicals (REACH) which came into force in June 2007. Ensuring that any substances, preparations or articles that contain any of the substances detailed on the "Candidate List" published by the European Chemical Agency (ECHA), are detailed on the Health and Safety data sheet supplied with the Product and that Buyer is fully informed and agrees to accept these goods.

**24. Survival.** The provisions entitled "Inspection, Access, Oversight and Audit", "Ownership", "Intellectual Property Indemnity and Remedies", "Compliance with Laws and Standards", "Warranty", "Buyer Proprietary Information", "Buyer Furnished Property", "Anti-Virus Warranty" and "Conflict Minerals Compliance", apply notwithstanding any other provision of the Order and shall survive completion or termination of the Order.

**25. Insurance and Indemnity.** In addition to, and without limiting any liability, warranty and/or indemnity obligation contained in this Order, Seller shall, as a separate obligation, carry and pay for insurance of the types and in the minimum amounts as follows, covering items, risks, and operations related to or required to fulfill this Order, with insurance carriers acceptable to Buyer:

(1) Workers' Compensation in an amount no less than the applicable statutory minimum requirement and Employer's Liability Insurance in an amount of no less than \$1 million; (2) Commercial General Liability Insurance on an "Occurrence Form" with a combined single limit of no less than \$5 million including coverage for (i) premises and operations, (ii) products and completed operations, (iii) explosion, collapse, and underground damage, and (iv) contractual liability; (3) Business Automobile Liability Insurance covering liabilities for the death of or injury to any one person and liabilities for loss of or damage to property resulting from any one accident with a combined single limit of not less than \$5 million per occurrence; (4) Excess liability covering the matters described and in excess of the coverage provided by (1), (2), and (3) above with a combined single limit of no less than \$5 million per occurrence. Buyer makes no representations or warranties that the insurance required under this Article will be sufficient or adequate for Seller. All Seller's insurance policies shall be issued by an acceptable insurance company and shall include the following: (1) Buyer and its subsidiaries and affiliates shall be named as an additional insured on all insurance required to be maintained

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hereunder (except for Workers' Compensation and Professional Liability); (2) a waiver of subrogation in favor of Buyer (except on Professional Liability); (3) cross liability or severability of interest coverage (liability policies only); (4) Seller's insurance is primary and any insurance maintained by Buyer or principal is considered excess and non-contributory; and (5) a 30-day advance written notice in the event of cancellation, non-renewal or material change of any policy. Seller shall furnish Buyer Certificates of Insurance consistent with the requirement herein, upon Buyer's request. Seller shall indemnify and hold Buyer harmless from and against any and all claims, demands, actions, causes of action, suits, damages, expenses (including attorneys' fees) and liabilities whatsoever resulting from or arising in any manner on account of or by reasons of any injury to or death of any person or any damage to or loss of property attributable to the acts or omissions of Seller or its subcontractors, agents or employee, including the Product and/or Documentation delivered or Service performed hereunder. Seller shall indemnify Buyer against all claims, proceedings, damage, loss, expenditure, costs and liability which may be made or brought against Buyer or which Buyer may sustain or incur under the provisions of the Consumer Protection Act 1987 or otherwise in respect of or in relation to or in connection with the Products whether or not the Products have been incorporated into other equipment or products.

**26. Choice of Law and Dispute Resolution.** If Buyer is a North American entity, this Order shall be interpreted in accordance with the laws of the State of New York, exclusive of any choice of law provisions. If Seller and Buyer are non-North American entities, this Order shall be interpreted in accordance with the laws of England and Wales, exclusive of any choice of law provisions. Seller and Buyer expressly agree to exclude from this Agreement the United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto.

**(a) Dispute Resolution – Management Meetings.** If any dispute arises in connection with this Order, the parties' respective senior representatives will, within ten (10) days after receipt of a written request from either party to the other party, in accordance with this Article, meet in a good faith effort to resolve the dispute without recourse to legal proceedings. If the parties fail to reach agreement within thirty (30) days after receipt of the written request, any dispute or difference may be referred for resolution by arbitration in accordance with the following Sections.

**(b) Dispute Resolution – Domestic.**

If Buyer is a North American entity, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, which could not be resolved by Management Meetings in a reasonable time, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. The place of arbitration shall be New York, New York. Any arbitral tribunal constituted pursuant to this agreement shall apply the law of New York to all disputes. The award by the arbitrator or arbitrators shall be final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, Buyer may initiate suit in any jurisdiction for protection and enforcement of its intellectual property rights. The award shall be made within nine (9) months of the filing of the notice of intention to arbitrate, and the arbitrator(s) shall agree to comply with this schedule before accepting appointment; however, this time limit may be extended by agreement of the parties or by the arbitrator(s) if necessary.

**(c) Dispute Resolution – Foreign.**

If Seller and Buyer are non-North American entities, any dispute, controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration under the Rules of Arbitration of the International Chamber of Commerce ("ICC") as in force at the commencement of the arbitration by one or more arbitrators appointed in accordance with the said Rules. The place of arbitration shall be London, England. Any arbitral tribunal constituted pursuant to this Order shall apply the law of England and Wales to all disputes. Notwithstanding the foregoing, Buyer may initiate suit in any jurisdiction for protection and enforcement of its intellectual property rights. The parties acknowledge that this Order and any award rendered pursuant to it shall be governed by the United Nations Convention on the Recognition and Enforcement of Foreign Arbitral Awards. Except as may be required by law, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

**27. Software License and Anti-Virus Warranty.** In the event that any software or software documentation is provided to Buyer by Seller in any form whatsoever under an Order and no software license agreement governing the sale has been



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signed between Buyer and Seller, Buyer and Seller agree to accept the Terms stated below effective the date of the first delivery hereunder:

(a) Subject to the Terms herein, Seller grants Buyer a nonexclusive, transferable license to use the software or software documentation in connection with the Work being provided pursuant to this Order. (b) Making copies of software or documentation is permitted so long as Buyer reproduces and includes all Seller proprietary and copyright notices and other legends in the same manner that Seller provides such notices and legends, both in and on every copy of licensed software and documentation and in any form. (c) This software license is effective as of the date of first delivery hereunder and shall continue until terminated by Buyer for any reason whatsoever upon thirty (30) days prior written notice to Seller, provided Buyer ceases using and either returns or destroys Seller software and documentation; or by Seller, if Buyer does not comply with any of the Terms of this software license and Buyer fails to remedy such failure within thirty (30) days after having received notice from Seller of such failure.

(d) This license and sale is subject to the laws and regulations, and other administrative acts, now or hereinafter in effect, of the United States, Canada, the United Kingdom, and other governments and their departments and agencies relative to the exportation and/or re-exportation of licensed software and documentation. Buyer acknowledges that it will be responsible for compliance as necessary with such laws, regulations and administrative acts. (e) Software and hardware provided by Seller shall not contain computer viruses or other malicious software.

**28. Compliance with Export Control Laws.** Seller acknowledges that performance of this Order is subject to its compliance with all applicable laws, regulations, and/or orders including but not limited to the export controls imposed by the United States, 22 U.S.C. 2751–2796 (Arms Export Control Act), 22 C.F.R. 120-130 (International Traffic in Arms Regulations), 50 U.S.C. 2401-2420 (Export Administration Act), 15 C.F.R. 768–799 (Export Administration Regulations), 10 C.F.R. 810 (U.S. Department of Energy Regulations), 10 C.F.R. 110 (U.S. Nuclear Regulatory Commission Regulations) and their successor and supplemental laws and regulations and the export controls of any other governmental authority (collectively "Export Control Laws"). Seller agrees that it will not export, re-export, resell, transfer or re-transfer, or otherwise ship or deliver any information, articles, assemblies, components, equipment, goods, materials, products, software, technical data or technology, which violates any Export Control Laws.

Seller agrees that information, software, technical data or technology received pursuant to this Order may be used only for the purpose specified by Buyer and may not be exported by Seller from the United States or any other country in which it is received without the prior written approval of Buyer.

Seller shall identify and mark all documents that contain information controlled for export under Export Control Laws, with appropriate export control markings, prior to transmittal to Buyer. Seller is responsible for determining the appropriate country of origin ("CO") for the Products it manufactures or assembles for Buyer and for marking these Products in English in accordance with the requirements of any applicable regulations. Further, Seller will cooperate fully with Buyer in supplying data to facilitate Buyer's origin reporting requirements and qualification for preferential origin programs. The following trade data elements must be available to be printed out for Buyer or be capable of being transferred electronically to Buyer on each commercial invoice prior to shipment of Products: Country of Origin; HTS Classification; ECCN; License; Destination Control Statement; Buyer Part Number; Appropriate Delivery Term. Seller agrees that it will maintain, and reproduce upon demand, all documentation relating to the international transport of Buyer Products for a period of not less than one (1) year from the date of each shipment. Seller will provide written notice to Buyer in the event of an action by the U.S. or other national government customs/export authorities that relates specifically to Products, Documentation and/or Services provided to Buyer by Seller. Seller shall not re-transfer or give any non-U.S. person or entity access to information, software, technical data or technology without the prior written consent of Buyer. Any request for such consent must state the intended recipient's citizenship(s), and status under 8 U.S.C. 1101 and 8 U.S.C. 1324 (the "Immigration and Naturalization Act"), and such other information as Buyer may reasonably request. No consent granted by Buyer in response to Seller's request under this paragraph shall relieve Seller of its obligations to comply with the provisions of this Article or the Export Control Laws, nor shall any such consent constitute a waiver of the requirements of this Article or the Export Control Laws, nor constitute consent for Seller to violate any provision of the Export Control Laws. Seller shall indemnify and save harmless Buyer

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from and against any and all damages, liabilities, penalties, fines, costs and expenses, including attorneys' fees, arising out of claims, suits allegations or charges of Seller's failure to comply with the provisions of this Article. The substance of this Article entitled Compliance with Export Control Laws shall be incorporated by Seller into any subcontract entered into by Seller for the performance of any part of the Work under this Order.

- 29. C-TPAT.** Buyer supports the U.S. Custom and Border Protection (CBP) Customs-Trade Partnership Against Terrorism (C-TPAT) program. The CTPAT program is a joint effort between CBP and the trade community to reduce the threat of terrorism by protecting the integrity of cargo imported into the United States. As a Seller to Buyer, your support of CTPAT is critical to the realization of Buyer's objectives and to the cooperative endeavor between U.S. importers and CBP. Buyer requires foreign suppliers of imported goods to scrutinize and, where necessary, develop sufficient security measures within their own supply chain. To the extent that Seller is a foreign supplier of imported goods, it agrees to scrutinize, based on risk, appropriate security measures to be implemented and maintained throughout the supply chain, including out-sources or contracted elements of the supply chain, such as transportation, conveyance, warehouse, broker, consolidator or other elements. Seller agrees to work with these business partners to ensure that pertinent security measures are in place and adhered to and, where necessary, develop sufficient security measures with its own supply chain. More information about C-TPAT can be found at [www.cbp.gov](http://www.cbp.gov).
- 30. Slavery/Human Trafficking.** Seller hereby certifies that the production of materials incorporated into any Products sold or otherwise provided to Buyer and/or its subsidiaries complies with laws regarding slavery and human trafficking of the states, provinces or countries in which Seller's company does business.
- 31. Conflict Minerals Compliance.** Seller agrees that it will (1) provide Buyer with the information 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 (2) undertake due diligence on its supply chain and any other measures as necessary to obtain the information necessary for Buyer to comply with such requirements.
- 32. Code of Conduct.** Seller acknowledges that: (1) Curtiss-Wright Corporation Policy No. 1A, "Code of Conduct – Suppliers and Customers" is available on the world wide web at: <http://www.curtisswright.com/investors/corporate-governance/Code-of-Conduct--Suppliers-and-Customers/default.aspx>, (2) Seller has reviewed a copy of the policy and (3) Seller agrees to comply with the provisions of the policy.
- 33. Data Privacy.**
- (a) The parties may, in the performance of this Order, provide each other with personal data such as name and certain business contact details, relating to individuals engaged by the other party or its affiliates for the purposes of executing and performing the obligations under this Order and managing the business relationship between the parties.
  - (b) Buyer will process personal data in line with Buyer's Privacy Notice, which is amended periodically. Seller acknowledges that (1) Curtiss-Wright Corporation has posted a copy of Curtiss-Wright Corporate Privacy Notice on the world wide web at: <https://www.curtisswright.com/privacy-notice/default.aspx>; and (2) Seller has reviewed a copy of the privacy notice;
  - (c) Each party will (1) Ensure all personal data will be processed in accordance with the terms of the Order and applicable privacy laws; and (2) Implement all appropriate security measures to protect personal data provided by the other party against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access);
  - (d) Seller further agrees to enter into any additional agreements or adhere to any additional contractual terms and conditions related to personal data as Buyer may instruct in writing that Buyer reasonably deems necessary to address applicable privacy laws.