

**Curtiss-Wright Defense Solutions  
PURCHASE ORDER TERMS AND CONDITIONS****1. Definitions.**

**“Affiliate”** means, in respect of a Person, another Person that controls or is controlled by the first Person, or is controlled by the same Person that controls the first Person. A Person shall be deemed to control another Person where the first Person has any direct or indirect influence that, if exercised, would give the first Person the power to manage the affairs of the second Person, including (but without limiting the generality of the foregoing) ownership of more than half of the capital or business assets or the right to exercise more than half of the voting rights or the power to appoint more than half of the members of the board of directors or supervisory board of the second Person.

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

**“Buyer Furnished Property”** means components, devices, dies, equipment, goods, items, jigs, materials, parts, patterns, tooling, tools or other property, which is supplied to Seller by Buyer, including US Government property under Buyer’s control, identified as a reimbursable item in the Purchase Order, or specifically acquired by Seller for performance of this Purchase Order with the cost being fully amortized or otherwise recovered in the price of the Products to be delivered hereunder.

**“Counterfeit and/or Suspect Work”** means 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.

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

**“Export Control Laws”** means 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.

**“Items”** means articles, components, devices, equipment, goods, items, materials or parts.

**“Person”** means individual, partnership, limited partnership, sole proprietorship, company or corporation with or without share capital, public or private association, public utility, legal personal representative, regulatory or governmental agency or body, or other legal entity however designated or constituted.

**“Products”** means all articles, components, devices, dies, equipment, goods, items, jigs, materials, parts, patterns, tooling, tools or other goods, which are stated in the Purchase Order to be supplied by Seller to 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 the disclosing party to the receiving party or is otherwise learned by the receiving party by observing the disclosing party’s facilities. Proprietary Information does not include information which: (i) is or becomes a part of the public domain without any action by, or involvement of the receiving party; (ii) is received by receiving party from a third party without a duty of confidentiality owed to disclosing party; (iii) is independently developed by the receiving party without use of or without reference to the disclosing party’s Proprietary Information; (iv) is already in the possession of the receiving party, prior to disclosure by the disclosing party, as demonstrated by the receiving party through written evidence; or (v) is disclosed by the receiving party with the prior written approval of the disclosing party.

**“Purchase Order”** means a purchase order furnished by Buyer to Seller by mail, electronically, facsimile or by such other means as the parties hereto may establish, including any specifications, and other drawings and documents that are expressly incorporated into it, and incorporating these Terms.

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

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“**Terms**” means the terms and conditions of purchase set out in this document, the Purchase Order and any additional terms incorporated therein including, without limitation, US Government flowdown clauses, quality assurance documents, specifications, technical requirements and any Change Notices. If any of the terms and conditions contained herein are not applicable by the type of order, or by their terms they shall be self-deleting. Any dispute as to the applicability of such terms and conditions shall be resolved by the parties in accordance with the Article 26. Choice of Law and Dispute Resolution herein.

“**Work**” means all work including Products, Services and/or Documentation, which are stated in the Purchase 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 Purchase Order, the following order of precedence shall apply in interpreting this Purchase Order:
  1. Purchase 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 Purchase Order is an offer to buy expressly limited to Seller’s acceptance of the specifications, and other drawings and documents that are expressly incorporated into it, and incorporating these Terms. 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 Purchase Order are hereby objected to. If Seller fails to issue an acknowledgement of the Purchase Order, the Purchase Order shall be deemed to be accepted upon the earlier to occur of Seller’s commencement of any work in relation to the Purchase Order, supply of any Products, or issue of any invoice.
4. **Advertising.** Any advertising of this Order (including the supplies or services hereunder and pictures, descriptions or samples thereof) by Seller is prohibited except with Buyer’s written approval. Seller shall not publish or make known to others the subject matter or results of the Work or any information obtained in connection therewith which is proprietary and confidential to Buyer without Buyer’s written approval. No advertising or publicity containing any reference to Seller or any of its employees, either directly or by implication, shall be made use of by Buyer or on Buyer’s behalf without Seller’s written approval.
5. **Authority and Communication.** Only Buyer’s purchasing department is authorized to issue orders and/ or to amend such orders. All written communications are to be directed to Buyer’s purchasing representative. Communications from, to or among engineering or quality assurance personnel on technical or quality matters is permitted; however, any agreements resulting from communications with organizations of Buyer other than its purchasing organization shall not be binding unless documented by Buyer’s purchasing representative in a written change notice.
6. **Inspection, Access, Oversight and Audit.** At all reasonable times, including the period of manufacture, all Products, Services and 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. Buyer shall provide Seller with 96 hours advance written notification of any such visit. Buyer shall provide Seller with the necessary visitor details required by Seller for compliance with Seller’s visitor policy, if any. Provided that Seller’s safety and security procedures are followed at all times, Seller shall provide Buyer, Buyer’s customer or their representatives with access to plant, facilities and records of Seller and its subcontractors and suppliers for inspection, oversight, tests and/or audit. If inspections and tests are made on Seller’s (or Seller’s subcontractors or supplier’s) premises, Seller shall furnish, at no additional charge, facilities and assistance for safe and convenient inspections and tests. Buyer may charge Seller for additional costs to Buyer when Products, Services and/or Work are not ready for scheduled inspections and tests.

Seller and Seller’s suppliers/subcontractors shall not make any changes in the manufacture of Products to be delivered pursuant to Purchase Orders issued hereunder in manufacturing processes, materials, accessories or design, which may affect form, fit or function, without prior written notification to Buyer and Buyer reserves the right to terminate this Purchase Order for default if any such changes are made by Seller and Seller’s suppliers/subcontractors without obtaining the Buyer’s advance written approval. In the event Seller is an authorized distributor of the OEM/OCM, Seller shall

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provide such Product change notifications to Buyer, within fourteen (14) days of receipt of the change notification received from the OEM/OCM.

Except as otherwise agreed in writing, all shipments and supplies furnished under this Purchase Order shall be subject to final inspection and acceptance by Buyer after delivery, at Buyer's facility or other location notwithstanding any previous inspection, or the earlier passing of title to Buyer or any prior payment by Buyer, or any prior inspection of any type. In case any Work is defective or otherwise not in conformity with the Purchase Order requirements, Buyer may, in its sole discretion and without waiving any other remedies that may be provided in the Purchase Order or at law exercise its rights as is provided in the Purchase Order and these Terms. Seller must notify Buyer of any non-conforming Products prior to shipment to Buyer. 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 Purchase Order or constitute a waiver of any defects or nonconformities. The acceptance by Buyer of any Work under any Purchase Order will not limit or affect any warranty or right of indemnity granted by Seller under the Purchase Order, these Terms or otherwise.

Seller shall maintain a quality control and inspection system acceptable to Buyer, and its customer. During performance of this Purchase Order, Seller's quality control or inspection system and manufacturing processes are subject to review, verification and analysis by Buyer, its customer, the prime contractor and the applicable regulatory authorities. Seller shall maintain quality records associated with this Purchase Order for a minimum period of ten (10) years unless the Purchase Order indicates a longer retention period. Buyer may also request periodic phone conferences, status report submittals, or other reasonable and mutually-agreeable oversight activities.

7. **Delivery.** Delivery of the Work in accordance with the established schedule stated in the Purchase Order is a material requirement of this Purchase Order. Seller shall furnish all resources necessary to assure compliance with the established delivery dates and/or performance dates. No acts of Buyer, including without limitation, modifications to this Purchase Order or acceptance of late deliveries, shall constitute a waiver of this provision. Seller shall also 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 Purchase Order, or (2) fill this Purchase Order or any portion thereof, from sources other than Seller and to reduce Seller's Purchase Order quantities accordingly at no increase in unit price, without any penalty to Buyer. The rights accorded Buyer pursuant to this paragraph shall not limit Buyer's rights under the "Termination" provision of this Purchase Order.

All deliveries shall strictly adhere to the applicable quantities and schedules set forth in this Purchase Order. Buyer shall have no obligation to return or pay for any quantities in excess of those specified in this Purchase Order.

8. **Ownership.** All Documentation created in or resulting from Seller's performance under this Purchase Order, or delivered to Buyer by Seller, including all patent rights, copyrights, rights in proprietary information and other intellectual property rights shall be exclusively owned by and be the property of Buyer and shall not be used by Seller for any purpose other than the performance of work under this Purchase Order. Buyer may use such Documentation for any purpose, whatsoever, irrespective of any statement to the contrary appearing on such Documentation. 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 as may be 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 the Seller's standard product offering.

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Notwithstanding the foregoing, Seller shall retain ownership to Seller's background intellectual property that is (i) in existence prior to the effective date of this Purchase Order or (ii) is designed, developed or licensed by Seller after the issuance of this Purchase Order independently of both (a) the Work undertaken in connection with any Purchase Order issued by Buyer to Seller and (b) the proprietary information and/or intellectual property of the Buyer.

9. **Risk of Loss.** Seller shall have risk of loss of the materials or ordered items furnished under this Purchase Order until arrival at the destination designated in this Purchase Order.

10. **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 Purchase Order and/or its performance, including, without limitation: (i) drawings, designs or specifications; (ii) method of shipment or packing; (iii) place or time of inspection, delivery or acceptance; (iv) the quantity and/or type of goods and/or services ordered; (v) the work or service schedules; (vi) the amount of any Buyer furnished property; and (vii) suspending the work in whole or in part for a stated time period. 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 Purchase Order during the period of work stoppage. If Seller considers that the conduct, statement or direction of any of Buyer's employees constitutes a change hereunder, Seller shall notify Buyer's purchasing department and take no action on the perceived change pending written approval of Buyer's purchasing department. Upon receipt of a Change Notice issued by Buyer, Seller shall implement same and proceed diligently with its execution. If the change materially affects Seller's cost or time for performance, Seller shall, upon receipt of a Change Notice, promptly advise Buyer of any effect thereof on the provisions of this Purchase Order, the performance of the Work, including cost and/or schedule. If any such Change Notice causes an increase or decrease in the cost of or time required for performance of this Purchase Order, whether or not changed by the Change Notice, Seller shall promptly prepare and submit to Buyer an estimate of the increase or decrease in the applicable fees and/or time 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 Purchase Order price and/or delivery schedule if the change materially affects Seller's cost or time for performance.

The failure to agree on an equitable adjustment shall be considered a dispute in accordance with the Article 26. Choice of Law and Dispute Resolution herein, and shall not excuse Seller from proceeding with performance of the Purchase Order as changed by a Change Notice.

Seller shall notify Buyer in writing in advance on each occasion of any and all proposed changes to: (i) the Products and/or Services, including without limitation their specifications, components and/or composition; (ii) the manufacturing process; (iii) plant, equipment and/or tooling changes or moves; (iv) the location of any work performed hereunder; and/or (v) suppliers and/or subcontractors. Such a proposed Seller change shall not occur until Buyer has had the opportunity, to conduct such audits, surveys and/or testing necessary to determine the impact of such a proposed change on the Products and/or Services and Buyer has approved the proposed change in writing. Audits shall be conducted at Seller's cost, however Buyer shall use reasonable efforts to limit such costs. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. No claim by Seller for an adjustment to the schedule and/or price shall be allowed as a result of Seller's compliance with this section. In addition, Buyer's approval or disapproval of any requested change made by Seller shall not be the basis for an equitable adjustment under this section.

NOTWITHSTANDING THE ABOVE OR ANY OTHER PROVISION OF THIS PURCHASE 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 PURCHASE ORDER SHALL ENTITLE THE SELLER TO ANY ADJUSTMENT IN EITHER PRICE OR TIME FOR PERFORMANCE.

11. **Assignment.** Seller may not assign this Purchase Order or any interest herein (including without limitation payment) without the Buyer's prior written consent. Seller shall ensure that any permitted assignee shall be bound by the Terms of this Purchase 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



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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 the 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.**

(a) Where the location of Buyer is North America, 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 Purchase Order, including, but not limited to, all applicable environmental protection laws, rules and regulations, all data privacy laws, the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 201 et seq.) and the Occupational Safety & Health Act of 1970, as amended ("OSHA"), and all rules and regulations thereunder.

Seller will comply with Executive Order 11246, as amended, and the applicable regulations contained in 41 C.F.R. Parts 60-1 through 60-60; 29 U.S.C. Section 793 and the applicable regulations contained in 41 C.F.R. Part 60-741; 38 U.S.C. Section 4212 and the applicable regulations contained in 41 C.F.R. Part 60-250 and/or 60-300; and Executive Order 13201 and the applicable regulations contained in 29 C.F.R. Part 470. The provisions of Executive Order 11246, as amended by Executive Order 11375 (Equal Employment Opportunity), 38 USC 2012 (Vietnam Era Veterans Readjustment Assistance Act), Section 503 of the Rehabilitation Act of 1973 (Handicapped Regulations), and the implementing regulations found at 41 CFR 60-1 & 2, 41 CFR 60-250 and 41 CFR 60-741 respectively are hereby incorporated by reference. Appropriate action shall be taken by Seller, with respect to itself and any of its suppliers, vendors and any of its subcontractors in order to insure compliance with such laws.

Each invoice submitted against this Purchase Order shall constitute a representation and warranty by Seller that the Work has been delivered in compliance with all such legal requirements, and if Buyer is subjected to any liability as the result of Seller's or its subcontractors' failure to comply with the requirements of this clause, then Seller agrees to indemnify and hold Buyer harmless to the full extent of any loss, damage or expense resulting from such failure. Seller agrees to furnish information, within seven (7) days of Buyer's request, regarding payment, offer, or agreement to pay "political contributions" or "fees or commissions" (as those terms are defined at 22 C.F.R. 130) with respect to any sale by the Buyer for which a license or approval is required from the Office of Defense Trade Controls, Department of State or any sale pursuant to a contract with the Department of Defense under Section 22 of the Arms Export Control Act (22 U.S.C. § 2762).

(b) Where the location of Buyer is Europe, Seller shall comply with the requirements of the Health and Safety at Work Act 1974 and any other relevant legislation (including without limitation those relating to the notification of precautions to be observed in relation to Products and their handling operation and storage). The Seller will ensure that full details of all such precautions shall accompany each consignment of Products and that Buyer is notified of all restrictions and/or limitations as to the shelf life of Products immediately after the Purchase Order comes into effect.

(Applicable to plant, machinery and equipment) In accordance with current Health and Safety Legislation, the following requirements must be fulfilled by the Seller:

- (i) the machinery satisfies the essential health and safety requirements.
- (ii) the appropriate conformity assessment has been conducted.
- (iii) the responsible person has issued either a Declaration of Conformity or a Declaration of Incorporation.
- (iv) the CE mark has been properly affixed.
- (v) the machinery is safe.
- (vi) the manufacturer has carried out research and tests on the machinery and components to ensure that the design and construction is sound.

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The 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 safety precaution data sheets required for their handling are also clearly indicated on packaging and delivered therewith.

Where Product is to be delivered into Europe, the 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. Seller shall also ensure 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 this Product.

**14. Termination.**

(a) **Termination for Default.** Buyer may, by written notice, terminate this Purchase Order for Seller's default, in whole or in part, and/or cancel all or any part of the undelivered portion of this Purchase Order if Seller:

- (i) fails to deliver the Product or Documentation and/or perform the Services by the time or in the manner specified in this Purchase Order;
- (ii) fails to make progress which, in Buyer's reasonable judgement, endangers performance of this Purchase 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) fails to deliver Product or Documentation and/or perform Services that meet the specifications; and/or
- (v) fails to perform or comply with any obligation of this Purchase Order or any part thereof ;

and, in any of these circumstances, (i) through (v) 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 and cause the work to be completed in whatever manner Buyer deems appropriate at the 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, goods, software, articles, documents or other materials, and any data or other information or services similar to those so terminated or cancelled. Seller agrees that it will be liable for Buyer's re-procurement charges, which exceed the amount which would have been due to the Seller had the Seller satisfactorily completed this Purchase Order. Seller shall continue performance of this Purchase 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 Insolvency or Prolonged Delay.** If Seller ceases to conduct its operations in the normal course of business, fails to meet its obligations as they mature, becomes insolvent, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, a receiver for Seller is appointed or applied for, an assignment for the benefit of creditors is made or an excused delay (or the aggregate time of multiple excused delays) lasts more than sixty (60) days, Buyer may immediately terminate this Purchase Order without liability, except for Work completed, delivered and accepted within a reasonable period after termination (which will be paid for at the Purchase Order price).

(c) **Termination for Convenience.** Buyer may, by written notice, terminate this Purchase 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, as provided in the notice, 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 Purchase 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 such part of the Work, if any, as may not have been terminated by the notice.

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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 Purchase Order price of the items 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 items or any raw, semi-processed or completed materials as Buyer may direct.

In connection with any such termination, Buyer may examine Seller's records relating to this Purchase 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 certified public accounting firm may make such examination and prepare a report for both parties at Seller's sole 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 Purchase Order. Unless otherwise stated on the face of the Purchase 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 the 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 on each Purchase Order. 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 Purchase Order, including these warranties. Seller's warranties hereunder shall run to Buyer, its successors, assigns, customers and users of the Product, Documentation and/or Services and shall extend to any defect or nonconformity arising under the warranties. With respect to any defective Product and/or Documentation, Buyer, without waiving any remedies provided by law and/or under this Purchase Order, may require Seller, at its sole expense, as directed by Buyer, to promptly: (1) repair or replace the defective or non-conforming Product/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) 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 Purchase 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 Purchase Order, may require Seller, at its sole expense, as directed by Buyer, to promptly: (1) re-perform the non-conforming 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 Purchase Order, in law or in equity.

In lieu of the aforementioned Warranty, in the event Seller is an authorized distributor of the OEM/OCM, Seller shall pass through to Buyer, such OEM/OCM Warranty.

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 Products to be furnished are not

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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. Any delay or failure to perform caused by the default of a supplier of the Seller at any lower-tier shall be excused only if it is beyond the control of both Seller and such supplier and without the fault or negligence of either. If delivery of any Products 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 Purchase Order with respect to the delayed Products and/or Services, and exercise any of its remedies hereunder or at law.

- 18. Counterfeit and/or Suspect Work.** Counterfeit and/or Suspect Work is rebuttably presumed to not be in conformance with the Purchase Order requirements. Seller agrees that only new and authentic materials will be used in Seller's Product or 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 Purchase 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 Purchase 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 Purchase 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 the 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 252.246-7007, "Contractor Counterfeit Electronic Part Detection and Avoidance System," in effect on the date of this Purchase 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 Purchase 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 Purchase Order.

- 19. Buyer Proprietary Information.** 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 the Buyer Proprietary Information without the prior written consent of Buyer; (ii) not use the Buyer Proprietary Information except for the purpose of fulfilling Buyer's requirements under the Purchase Order; (iii) promptly return or destroy, at Buyer's request, all materials, documentation and notes containing the Buyer Proprietary Information received hereunder except for copies of any computer records or electronic files containing the 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 the Buyer Proprietary Information received hereunder and exercise at least the same degree of care in safeguarding the 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 the Buyer Proprietary Information.



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- 20. Prices, Taxes and Payments.** As compensation for the Products and/or Documentation purchased from Seller and/or the Services performed by Seller, Buyer shall pay Seller as set forth in the Purchase Order and in the currency set forth in the Purchase Order. Unless expressly stated in the Purchase Order, the prices stated in the Purchase Order are: (1) firm and fixed for the delivery period shown; (2) not subject to price escalation for any reason; (3) inclusive of the costs of all tests and inspection; (4) inclusive of the cost of packing, packaging and crating required; (5) inclusive of all taxes, impositions, charges and exactions imposed on or measured by this Purchase Order (except for applicable sales and use taxes that are separately stated on Seller's invoice), whether levied in the country of manufacturing, the country from where the Products, Documentation and/or Services are provided, or any country through which the Products are transported; and (6) inclusive of any transportation expenses, export charges, import charges, document processing costs and fees and all other charges. 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. All other taxes imposed prior to delivery at the destination point are for the account of Seller, including property taxes imposed with respect to Product for which title has passed to Buyer pursuant to this Purchase Order, including but not limited to, inventory taxes that may be levied while Product is being stored by Seller or is otherwise in Seller's custody. 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 Products, Documentation and/or Services under this Purchase 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 right, without notice to the SELLER, to set off against and apply to such due and payable amount of any amount due to BUYER from SELLER. Such right shall be absolute and unconditional in all circumstances, regardless of the contract or entity through which the parties are acting with respect to the offset obligations and regardless of the existence or adequacy of any other direct or indirect security or any other right or remedy available to such BUYER. The provisions hereof shall not be deemed or construed to 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 Product, Documentation and/or Services 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, the additional and/or supplementary terms and conditions incorporated herein titled, **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. Seller certifies that the prices charged herein do not exceed the maximum amounts permissible under any applicable price regulations, rulings, schedules or orders promulgated by any duly authorized governmental agency. Seller agrees that, upon the request of Buyer, it will negotiate in good faith with Buyer to incorporate provisions herein or to change provisions herein, as Buyer may reasonably deem necessary to comply with the provisions of the applicable Prime Contract, as amended.
- 22. Buyer Furnished Property.** Seller shall not use Buyer Furnished Property on any other work or orders without the prior written consent of Buyer. 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.
- Title to Buyer Furnished Property shall remain with Buyer or Buyer's customer, as applicable. 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 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 Purchase Order, Seller shall segregate all Buyer Furnished Property and shall dispose of same as Buyer may direct.
- Seller shall, at its expense 1) 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.

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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 Purchase 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, the 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.

The Seller shall ensure that all substances, preparations and articles supplied conform to the EU Regulation (EC N° 1907/2006) on the Registration, Evaluation and Authorisation 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.

(c) Seller shall be responsible for all chemical substances or mixtures which it or its subcontractors or suppliers of any tier bring upon premises of Buyer or Buyer's customer. Seller shall be responsible for removing and disposing all such substances and/or mixtures, containers, materials and residue from their use, in accordance with all applicable federal, state and/or local statutes, laws, regulations, rules, orders and ordinances.

**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 Purchase Order and shall survive completion or termination of the Purchase Order.**25. Insurance and Indemnity.** In addition to, and without limiting any liability, warranty and/or indemnity obligation contained in this Purchase 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 Purchase 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 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

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policy. Seller shall furnish Buyer Certificates of Insurance consistent with the requirement herein, upon Buyer's written request.

Seller assumes the entire responsibility and liability for losses, expenses, damages, demands and claims in connection with or arising out of any injury (including death), or damage to property sustained in connection with or to have arisen out of the acts or omissions of Seller or its subcontractors, agents or employees. 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 the Seller or its subcontractors, agents or employee, including the Product and/or Documentation delivered or Service performed hereunder.

Seller hereby irrevocably undertakes to indemnify Buyer against all claims, proceedings, damage, loss, expenditure, costs and liability which may be made or brought against the Buyer or which the 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 Purchase 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 Purchase Order shall be interpreted in accordance with the laws of England and Wales, exclusive of any choice of law provisions. The 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 Purchase 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. All proceedings shall be conducted in the English language.

(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, shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules then in effect. If the dispute involves \$5 million or less, the arbitration shall be conducted by a single arbitrator. Either party to this contract may propose to the other the names of one or more persons, one of whom would serve as the single arbitrator. If, within thirty (30) days after receipt by a party of a proposal made in accordance with this paragraph the parties have not reached agreement on the choice of an arbitrator, the single arbitrator shall be appointed by the AAA in accordance with its Rules. If the dispute involves more than \$5 million, the arbitration shall be conducted by a tribunal of three arbitrators. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator (who shall serve as the chairperson of the tribunal) within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the AAA in accordance with its Rules. No arbitrator may be affiliated, whether directly or indirectly, with any of the parties, including, without limitation, as an employee, consultant, partner or shareholder.

Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of any documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator(s).

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

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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.

The parties shall each bear and pay 50% of the fees and other expenses of the AAA in connection with the arbitration set forth herein; provided, however, that if the AAA identifies a prevailing party, then the non-prevailing party shall be responsible for reimbursing the prevailing party for all of its reasonable out-of-pocket costs and expenses incurred in connection with the resolution of the dispute, including all reasonable attorneys' fees, accounting fees and experts' fees, and shall also be responsible for paying all of the costs associated with the arbitration provided for herein, including all fees and expenses of the AAA in connection with the arbitration.

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.

(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. If the dispute involves \$5 million or less, the arbitration shall be conducted by a single arbitrator. Either party to this agreement may propose to the other the names of one or more persons, one of whom would serve as the sole arbitrator. If, within thirty (30) days after receipt by a party of a proposal made in accordance with this paragraph the parties have not reached agreement on the choice of an arbitrator, the single arbitrator shall be appointed by the ICC in accordance with its Rules. If the dispute involves more than \$5 million, the arbitration shall be conducted by a tribunal of three (3) arbitrators. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two (2) selected shall select a third arbitrator (who shall serve as the chairperson of the tribunal) within ten (10) days of their appointment. If the arbitrators selected by the parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be selected by the ICC in accordance with its Rules. No arbitrator may be affiliated, directly or indirectly, with any of the parties, including, without limitation, as an employee, consultant, partner or shareholder. Consistent with the expedited nature of arbitration, each party will, upon the written request of the other party, promptly provide the other with copies of any documents relevant to the issues raised by any claim or counterclaim. Any dispute regarding discovery, or the relevance or scope thereof, shall be determined by the arbitrator(s), which determination shall be conclusive. All discovery shall be completed within sixty (60) days following the appointment of the arbitrator(s).

The place of arbitration shall be London, England. Any arbitral tribunal constituted pursuant to this Purchase Order shall apply the law of England and Wales to all disputes. The arbitration shall be conducted in English. The award of the arbitrator shall be final and binding upon the parties and may be entered and/or enforced in any court of competent jurisdiction. Notwithstanding the foregoing, Buyer may initiate suit in any jurisdiction for protection and enforcement of its intellectual property rights. The parties acknowledge that this Purchase 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. 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.

The parties shall each bear and pay 50% of the fees and other expenses of the ICC in connection with the arbitration set forth herein; provided, however, that if the ICC identifies a prevailing party, then the non-prevailing party shall be responsible for reimbursing the prevailing party for all of its reasonable out-of-pocket costs and expenses incurred in connection with the resolution of the dispute, including all reasonable attorneys' fees, accounting fees and experts' fees, and shall also be responsible for paying all of the costs associated with the arbitration provided for herein, including all fees and expenses of the ICC in connection with the arbitration.

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 a Purchase Order and no software license agreement governing the sale



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has been 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, the Seller grants to Buyer a nonexclusive, transferable license to use the software or software documentation in connection with the Product, Documentation and/or Services being provided pursuant to this Purchase 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 the Seller shall not contain computer viruses or other malicious software.

**28. Compliance with Export Control Laws.** The Seller acknowledges that performance of this Purchase Order is subject to its compliance with all applicable laws, regulations, and/or orders. 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 represents and warrants that it is either: (1) a U.S. person as that term is defined in the Export Control Laws; or (2) that it has disclosed to Buyer's purchasing representative in writing the country in which it is incorporated or otherwise organized to do business, or if a natural person, all citizenships and U.S. immigration status. Seller shall comply with any and all Export Control Laws, and any license(s) issued thereunder. The Seller shall not export, re-export, resell, transfer or re-transfer, directly or indirectly, any information, except as permitted by such Export Control Laws. Seller agrees that information, software, technical data or technology received pursuant to this Purchase 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 and conspicuous export control markings, prior to transmittal to the 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.

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Seller shall indemnify and save harmless Buyer 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 and any breach of this Article shall be a material breach of this Purchase Order and grounds for terminating the Purchase Order for default.

The substance of this Article entitled Compliance with Export Control Laws shall be incorporated by Seller into any subcontract entered into by the Seller for the performance of any part of the work under this Purchase 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. The 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.