

**THESE TERMS AND CONDITIONS ARE NOT FOR USE ON U.S. GOVERNMENT FUNDED ORDERS**

**REMARK E95ES effective January 12, 2007**

**TERMS AND CONDITIONS FOR PROCUREMENT OF SERVICES  
FOR GE AIRCRAFT ENGINE SERVICES LTD.**

**Remark E95ES, when invoked and made applicable to one or more line items on a purchase order, supercedes Remark C64ES with respect to such line item(s), except to the extent that Remark E95ES invokes elements of C64ES.**

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**1. SCOPE, TERMS & CONDITIONS, AND DEFINITIONS**

(a) Either Contractor's written acknowledgement or Contractor's full or partial performance under this order, whichever occurs first, will constitute acceptance of all terms and conditions contained herein. Any acceptance of this purchaser order is limited to acceptance of the express terms of the offer set forth in this order. Any proposal for additional or different terms or any attempt by Contractor to vary in any degree any of the terms of this offer in Contractor's acceptance or acknowledgement or any other communication issued by the Contractor is hereby objected to and rejected, but such proposal shall not operate as a rejection of this offer unless such variances are in the terms of the description, price or delivery schedule of the services but shall be deemed a material alteration thereof, and this offer shall be deemed accepted by the Contractor without said additional or different terms. If this purchase order shall be deemed an acceptance of a prior offer by Contractor, such acceptance is limited to the express terms set forth in this order.

(b) These terms and conditions may be invoked in a purchase agreement, between Purchaser and Contractor, against which Purchaser may place multiple purchase orders. Under such circumstances, each purchase order shall constitute a separate and distinct contract between the parties and these terms and conditions shall be in addition to those of such order, and shall be deemed incorporated in each such order. Regardless of whether an order is issued in connection with a purchase agreement invoking these terms or independently of any purchase agreement, these terms and conditions shall supersede and replace all terms and conditions appearing or referred to on the face or on the reverse of any proposal, acknowledgement, or acceptance or any other communication issued by the Contractor in connection with such order.

(c) Definitions :

As used throughout these terms and conditions, the following terms shall have the meaning set forth below.

- (1) "CAA" means the Civil Aviation Authority of the United Kingdom.
- (2) "Contractor" means the party contracting with Purchaser to perform the work required under a purchase order placed by Purchaser.
- (3) "JAA" means the Joint Airworthiness Authority established under the European Community.
- (4) "Purchaser" means the party contracting with Contractor for services and identified as the purchasing entity on the face of this purchase order.

**2. NATURE OF SERVICES**

(a) Contractor agrees to undertake the performance of all services called for in any order, to pursue the same diligently, and to complete the same within any time limit specified in the order. With respect to each order, the services contracted for shall be those described in the order, and in any plans, specifications, general conditions, or other papers attached to or referred to in the order, which together with these terms and conditions are hereafter called the "contract papers," and said services shall include the furnishing of all materials, tools, equipment, labor, superintendence and facilities necessary therefor, excepting however, any items which are to be specifically furnished or performed by Purchaser as provided in the contract papers. Orders placed in connection with these terms and conditions may relate to work: (a) called for by contracts between Purchaser and the United States Government (hereinafter referred to as "Government Contracts") (b) called for by contracts between Purchaser and any other legally constituted body or person; or (c) for Purchaser's own account. Any work relating to Government Contracts will bear the applicable government contract number. All rights conferred on the government by these terms and conditions shall apply solely to Government Contracts where required thereby, and not to other orders.

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(b) If the services to be performed by Contractor are in connection with a Government Contract, Contractor agrees to comply with all United States Government Federal Acquisition Regulations ("FAR"), Defense Federal Acquisition Regulations (DFAR) and any authorized supplements to FAR, including those of the United States Department of Defense ("DOD"), which are applicable to such Government Contract.

**3. CONTRACT PRICE**

(a) Contractor shall be compensated for all services performed by Contractor for Purchaser in connection with each order in the manner and amount specified on the order. Payment for labor hour contracts will be made in an amount determined by multiplying the total number of hours required to be performed by the hourly rate specified in the order for various categories of work, not to exceed the total price specified in the order. Premium pay for any off shift work effort (2nd or 3rd shift) will be negotiated separately.

(b) It is expressly understood and agreed that the hourly rate so specified shall include (in addition to the wages or salaries to which the employees of Contractor performing such services shall be entitled) compensation to Contractor for time spent by any general administrative, supervisory or clerical employee; overhead expenses, profit, and any and all other direct or indirect costs or expenses in any manner attributed to the performance of said services except such as are hereinafter specifically provided for. Time spent directly on the job by squad leaders, contract engineers and chief designers shall be billed in accordance with the above schedule.

(c) Contractor shall compute its employees' wages and withhold applicable national and local taxes, and national insurance.

(d) Straight time rates shall be paid for all hours worked on any holiday on which Contractor's employees are requested by Purchaser to work.

**4. QUALITY OF WORK**

(a) All services performed hereunder shall be subject to the inspection of an engineer or manager designated by Purchaser and shall be in strict accordance with the requirements of the contract papers. The Contractor agrees to use only experienced, trained and qualified employees in the performance of services required by any order and all services performed must be performed in a workmanlike manner, in accordance with all warranties and obligations imposed by this Agreement or applicable law.

(b) Contractor warrants to Purchaser that the goods supplied pursuant to this order:

- (1) will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by Contractor or made known to Contractor at the time the order is placed.
- (2) will be free from defects in design, material and workmanship.
- (3) will correspond with any relevant specification or sample.
- (4) will comply with all statutory requirements and regulations relating to the sale of the particular goods.

(c) Without prejudice to any other remedy, if any goods supplied pursuant to this order are not supplied in accordance with this contract then Purchaser shall be entitled:

- (1) to require Contractor to repair the goods or to supply replacement goods in accordance with the contract within 7 days; or
- (2) at Purchaser's sole option (and whether or not Purchaser has previously required Contractor to repair the goods or to supply and replace goods) to treat the contract as discharged by Contractor's breach and require the repayment of any monies which Purchaser may have paid.

(d) Contractor shall indemnify Purchaser for and against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by Purchaser as a result or in connection with:

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- (1) breach of any warranty given by Contractor in relation to the goods;
- (2) any claims that the goods infringe or that importation use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any specification supplied by Purchaser;
- (3) any liability under the Consumer Protection Act 1987 (or any other subsequent or relevant legislation) in respect of the goods; and
- (4) any act or omission of Contractor or its employees, agents or sub-contractors in supplying, delivering and installing the goods.

**5. STANDARD TERMS OF SETTLEMENT (STS)**

(a) **STANDARD:** Contractor shall submit bills to Purchaser weekly, or as otherwise agreed by Purchaser and Contractor, for the work performed in the preceding week or other period. Unless Purchaser chooses the accelerated payment program described in (b) below, Purchaser's standard terms of settlement shall be issuance of payment of the full invoiced amount (not discounted) to Contractor within ninety (90) days (meaning within 90 days of the Payment Start Date (as defined in (d) below)). Settlement and invoicing must be paperless, and in a format acceptable to Purchaser. Contractor must provide banking information to establish electronic funds transfer for U.S. suppliers and wire transfer for non-U.S. suppliers.

(b) **ACCELERATED PAYMENT PROGRAM:** Purchaser reserves the right to choose the settlement of invoices with Contractor by using Purchaser's accelerated payment program as follows: Contractor agrees to accept the invoice amount discounted by two percent (2.5%), in exchange for Purchaser's initiation of payment on the 15<sup>th</sup> day following the Payment Start Date (as defined in (d) below) ("net 15 less 2.5 %). If payment is initiated earlier than such 15<sup>th</sup> day, the invoice amount may be further discounted to reflect substantially similar economics as "net 15 less 2.5%".

(c) **USE OF GECF:** Funding for accelerated payment of invoices under the Purchaser accelerated payment program will be provided by General Electric Commercial Finance ("GECF"). If Purchaser chooses to settle an invoice pursuant to the accelerated payment program, the following shall occur: (1) title to the Goods that are being delivered shall pass directly to GECF on the date of arrival of the item at the specified delivery; (2) once title to the Goods has passed to GECF, GECF will immediately and directly transfer title to Purchaser; and (3) any and all of the Contractor's obligations under this purchase order, including Contractor's representations and warranties, shall extend to and benefit Purchaser as if title passed directly to Purchaser.

(d) **PAYMENT START DATE:** As used in this clause, the "Payment Start Date" shall be the invoice date; invoices for services must be dated no earlier than the last day of the period of time during which services that are the subject of the invoice were provided.

**6. BOOKS AND RECORDS; RECORD RETENTION**

(a) Contractor shall maintain complete and accurate records on a job order basis in connection with the work required under any order and all charges for labor or services will be substantiated by proper time clock cards, time vouchers, or other similar records signed by employees doing work under any order.

(b) Purchaser and, when orders relating to Government Contracts are involved, the United States of America and any department thereof, shall have the right from time to time to inspect and audit, during any reasonable hours, all of the Contractor's books and records concerning the work carried on under any order, including those books and records pertaining to overhead and other general expenses. This clause 6 survives the expiration of any order placed for five (5) years following the final payment hereunder.

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(c) Contractor shall retain, for four years following final payment by Purchaser, all books, records, accounting procedures and practices, and other data related to the performance of work under this order, regardless of type of data and regardless of whether such items are in written form, in the form of computer data, or in any other form. Retained records shall include, but not be limited to records related to labor, supplies, equipment, material, or services purchased and/or used to perform work under this order.

**7. ELECTRONIC COMMERCE**

Contractor agrees to participate in all Purchaser current and future electronic commerce applications and initiatives upon Purchaser request. For contract formation administration, changes and all other purposes each electronic message sent between the parties within such applications or initiatives will be deemed: (a) "written and a "writing"; (b) "signed" (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness, or enforceability of any such electronic message on the ground that a "statute of frauds" or any other law requires written, signed agreements. Between the parties, any such electronic documents may be introduced as evidence in any proceedings as business records under the best evidence rule or the business records exception to the hearsay rule. By placing the name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message will be determined by the electronic message content and by the laws of the England and Wales, excluding any such law requiring signed agreements or otherwise in conflict with this paragraph.

**8. CONTRACTOR'S EMPLOYEES**

Contractor's employees are not authorized, expressly or otherwise, to enter into any agreements or make any commitments, financial or otherwise, for or on behalf of Purchaser. Specifically, no employee of Contractor shall make contact with the Department of Defense or other United States Government agency employees, members of the United States Congress, Congressional employees or any analogous foreign government agency or employees thereof regarding the continuation, renewal, amendment or modification of a Government Contract between Purchaser and any government or government agency.

**9. TERMINATION FOR CONVENIENCE**

Purchaser shall have the right, at any time, upon written notice to the Contractor, to terminate all or any work required by any order placed hereunder. Upon receipt of notice to terminate, the Contractor shall thereupon cease work upon the order to the extent required. Contractor shall turn over to Purchaser all completed work and work in process, including all designs, drawings, specifications, plans, lists, and other material required or produced in connection with such work. Upon receipt thereof, Purchaser shall reimburse the Contractor upon the basis expressed in the subject order for all work performed under the order to date of receipt Contractor's of notice of termination. In the event Purchaser wrongfully terminates this purchase such that, in the absence of this clause, such termination could be construed as a default by Purchaser, the parties agree that such termination shall be construed as a termination for convenience under this clause 9.

**10. REPORTS**

The Contractor shall render progress reports as often as reasonably requested by Purchaser, pertaining to the services performed hereunder, showing time expended daily by each of its personnel for each component of various projects both periodically and cumulatively. Such reports shall be in a form which will enable Purchaser to evaluate the progress made and the schedules to be met, and to keep a current account of time and monies expended upon each and all projects.

**11. SECURITY PRECAUTIONS**

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The Contractor agrees to take all reasonable precautions to assure that the work carried on hereunder shall be protected against theft, destruction, or unauthorized disclosure. The Contractor further agrees to comply with all applicable security classification laws and regulations of the United Kingdom Government, insofar as said laws, rules and regulations pertain to any order hereunder.

**12. MODIFICATION**

No waiver, alteration or modification of any of the provisions of any order or these terms and conditions shall be binding upon either party unless in writing signed by the duly authorized representative of the party intended to be bound thereby.

**13. INDEMNITY AND INSURANCE**

- (a) Contractor shall defend, indemnify, release and hold harmless the Purchaser, its directors, officers, employees, agents representatives, successors and assigns (each an "Indemnified Party"), whether acting in the course of their employment or otherwise, against any and all suits, actions, or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, damages, costs, expenses (including attorneys' fees), or liabilities (including without limitation claims for personal injury or property damage, claims or damages payable to customers of Purchaser, and breaches of Contractor's obligations, representations, warranties, covenants and/or certifications set forth elsewhere in this Agreement including but not limited to Articles 14, 18, 19, 25, 34 and 37) arising from any act or omission of Contractor, its agents, employees, or subcontractors, or from any conditions of real or personal property of Contractor, except to the extent attributable to the sole and direct gross negligence of Purchaser. An Indemnified Party shall have the right to participate in the selection of counsel and Contractor shall not enter into any settlement agreement that contains any admission of liability on the part of Purchaser and/or any other Indemnified Party.
- (b) Contractor will maintain and provide evidence of General Liability, Property Damage, Product Liability, Aviation Products Liability (where, Products are intended for use on aircraft), Employer's Liability and Comprehensive Insurance as Purchaser from time to time determines to be adequate. Contractor shall provide Purchaser with a certificate of insurance evidencing that the required minimum coverage are in effect and that Purchaser, its directors, officers, employees, agents and representatives are named as additional insured's, provide a waiver of subrogation clause in favor of the additional insured's, and provide that all coverage provided by the Contractor shall be primary. Such insurance shall also cover the actions of a subcontractor that Contractor may utilize under this Purchase Order. Such insurance shall require the underwriters to provide Purchaser thirty (30) days advance written notice of any cancellation or adverse material change with respect to any of the policies. If Contractor fails to procure or maintain in force the insurance specified herein, Purchaser may secure such insurance and the cost thereof shall be borne by Contractor. It is understood and agreed that the insurance provided by Contractor hereunder shall operate independent and apart from any obligations imposed upon Contractor under the indemnity provisions of this Purchase Order.

**14. CONTRACTOR'S REPRESENTATIONS**

- (a) Contractor represents, warrants, certifies and covenants that it shall perform all activities required under this purchase order in compliance with all applicable international, national, state and local laws, including, but not limited to environmental, health and safety laws and regulations.
- (b) Any goods related to Contractor's services supplied under this purchase order may be exported worldwide, including countries that prohibit the importation of goods manufactured with child labor or forced, indentured or convict labor. Contractor represents, warrants, certifies and covenants that no goods supplied or services provided under this purchase order have been or will be produced or performed using forced, indentured or convict labor, or the labor of persons in violation of the minimum working age laws of the country of manufacture, or in violation of minimum wage,

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hour of service or overtime laws of the country of manufacture or in violation of minimum wage, hour of service or overtime laws of the country of the country in which the goods will be produced or services will be performed.

(c) From time to time, at Purchaser's request, Contractor shall provide certificates to Purchaser in form and substance acceptable to Purchaser relating to the requirements of this clause 14. Contractor shall permit Purchaser or its representatives to have reasonable access to the site where work under this order is performed to assess 1) Contractor's work quality and compliance with Purchaser's specifications and 2) Contractor's compliance with its representations, warranties, certifications and covenants hereunder.

**15. DISPUTE RESOLUTION**

(a) This contract and any order resulting as a consequence of this contract shall be interpreted in accordance with the laws of the England and Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of England and Wales. All disputes, differences concerning the interpretation or validity of this contract or the rights and liabilities of either of the parties shall be finally settled under the rules of conciliation and arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said rules. The arbitration shall be held in London and any arbitrator's award shall not exceed actual compensatory damages.

(b) The parties agree that notwithstanding the mechanism of the dispute resolution referred to at (a) above, either party may seek any equitable, interim, provisional or injunctive relief from any court of competent the courts of the Purchaser's place of business or incorporation have concurrent or exclusive jurisdiction in relation to the subject matter of the dispute.

**16. RESERVED**

**17. DEFAULT**

Purchaser may by written notice of default to Contractor (a) terminate the whole or any part of any order in any one of the following circumstances: (i) if the Contractor fails to perform within the time specified therein or any extension thereof; or (ii) if Contractor fails to perform any of the other provisions of any order, or so fails to make progress as to endanger performance of any order in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (ten) days after receipt of Purchaser's notice or such longer period as Purchaser may authorize in writing and (b) upon such termination action Purchaser may procure, upon such terms as it shall deem appropriate, supplies or services similar to those terminated, in which case Contractor shall continue performance of such order to the extent not terminated and shall be liable to Purchaser for any excess costs for Purchaser's procurement of such similar supplies or services. As an alternate remedy, and in lieu of termination for default, Purchaser, at its sole discretion may elect (1) to extend the schedule and/or (2) to waive deficiencies in Contractor's performance, in which case an equitable reduction in the purchase order price shall be negotiated. In the event Contractor for any reason anticipates difficulty in complying with the required schedule, or in meeting any of the other requirements of any order, Contractor shall promptly notify Purchaser in writing. The rights and remedies of Purchaser provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under any Purchaser purchase order.

**18. RESERVED**

**19. PURCHASER'S PROPERTY**

(a) All tangible and intangible property, including but not limited to tools, tool drawings, materials, processes, procedures, process parameters, drawings, computer software, documents, information or data of every description furnished to Contractor by Purchaser, or by Purchaser's affiliates, subsidiaries or contractors, or paid for in whole or in part by Purchaser, and any replacement thereof, or any materials affixed or attached



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thereto, shall be and remain the personal property of Purchaser, and, unless otherwise agreed to in writing by Purchaser shall be used by Contractor solely to render services or provide products to Purchaser. Such property, and whenever practical each individual item thereof, shall be plainly marked or otherwise adequately identified by Contractor as being the property of Purchaser or Purchaser's designee, and shall be safely stored separate and apart from Contractor's property. Contractor shall not substitute any property for Purchaser's property and shall not use such property except in filling Purchaser's purchase orders. Such property while in Contractor's custody or control shall be held at Contractor's risk and shall be insured by Contractor for replacement cost with loss payable to Purchaser. Such property shall be subject to removal at Purchaser's written request, in which event Contractor shall prepare such property for shipment and shall deliver it as directed by Purchaser in the same condition as originally received by Contractor, reasonable wear and tear excepted, all at Contractor's expense.

- (b) Purchaser hereby grants Contractor a license to use the tools, drawings, specifications (including Purchaser's 'S' specifications), processes, procedures, process parameters, computer software, and other data (hereinafter collectively referred to as "Data") furnished by the Purchaser, or by Purchaser's affiliates, subsidiaries or contractors, or paid for in whole or in part by Purchaser hereunder for the sole purpose of performing this order for Purchaser. All Data is the property of Purchaser and shall not be used, disclosed to others or reproduced for any purpose, including, but not limited to, the design, manufacture or repair of parts or to obtain FAA or other Government approval to do so; provided; however, Contractor may provide Data furnished or paid for in whole or in part by Purchaser hereunder to Contractor's contractors for the sole purpose of enabling Contractor's contractors to assist Contractor in performing this purchase order for Purchaser and on condition that Contractor's contractors agree in writing for Purchaser's benefit to the terms of Articles 19, 21 and 27 hereof. This license is nonassignable, and this license is terminable with or without cause by Purchaser at any time. All Data furnished or paid for by Purchaser shall be deemed to be proprietary property to Purchaser, whether or not it is marked with any restrictive legend.
- (c) Upon completion of performance of all of the Purchase Order requirements including but not limited to the record retention requirements set forth in Article 6, the Contractor shall destroy all Data furnished by the Purchaser for the sole purpose of performing the Purchase Order. The Purchaser may require the Contractor to provide a certification of the destruction of Data pursuant to Article 14.
- (d) Purchaser shall have the right to audit all pertinent books and records of Contractor, and to make reasonable inspections of Contractor's facilities to verify compliance with this Article 19 and Article 27.
- (e) In the event Contractor, without Purchaser's prior written consent and authorization, designs or manufacturers for sale to any person or entity other than Purchaser any hardware that is substantially similar to or can replace or repair a GE or CFMI part, or obtains FAA or other governmental approval for such hardware or repair, the Contractor, in any adjudication involving or relating to Purchaser's Data, shall be required to establish by clear and convincing evidence that neither Contractor nor any of its employees, contractors or agents used in whole or in part, directly or indirectly any of Purchaser's Data in such design or manufacture or in obtaining FAA or other governmental approval with respect to such hardware or repair.
- (f) In the event Contractor is notified by Purchaser that Goods ordered under this purchase order are patented, Contractor agrees to mark such Goods with any patent numbers or other markings designated by Purchaser, including updates to such numbers or markings.

20. **CHANGES**

Purchaser, at any time, shall have the right to make changes in the quantities, specifications or delivery schedule. Any such change, which has a significant impact, shall entitle either Contractor or Purchaser to an equitable adjustment. However, no additional charge will be allowed unless authorized by Purchaser's written amendment to this purchase

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order. Information, such as technical direction or guidance provided to Contractor by representatives of the Purchaser in connection with the Contractor's performance of this purchase order, shall not be construed either as a change within the meaning of this provision or as direction to proceed outside the scope of this order. Nothing in this clause 20, including any disagreement with Purchaser as to the equitable adjustment to be made, shall excuse Contractor from proceeding with the order as changed.

**21. CONTRACTOR INFORMATION**

- (a) Notwithstanding any document marking to the contrary, any information, knowledge or data which Contractor has disclosed or may hereafter disclose to Purchaser, or Purchaser's affiliates, subsidiaries or contractors, incident to the placing and filling of this purchase order shall not be deemed to be confidential or proprietary information. Accordingly Purchaser shall not be liable for any use or disclosure thereof.
- (b) With respect to any information, knowledge or data disclosed to Purchaser, or Purchaser's affiliates, subsidiaries or contractors, by Contractor, Contractor warrants that it has the full and unrestricted right to disclose the same to Purchaser, or Purchaser's affiliates, subsidiaries or contractors, without incurring legal liability to others, and that Purchaser, and Purchaser's affiliates, subsidiaries or contractors, shall have full and unrestricted right to use and disclose the same as it may deem fit. Contractor warrants that in the conduct of work under the order, Contractor shall not use confidential or proprietary information of any third party for which Contractor does not have transferable license rights and if such information is in, or comes into, Contractor's possession, during the term of the order, Contractor shall not communicate or otherwise disclose such confidential or proprietary information to Purchaser, or Purchaser's affiliates, subsidiaries or contractors.
- (c) Except as otherwise agreed in writing with Purchaser, Contractor warrants that it is not the proprietor of any intellectual property rights (including copyright, trade secret, patent, application for patent, invention or license right) which would impair or restrict the freedom of Purchaser, or Purchaser's subsidiaries and affiliates, and their respective vendors and customers, to make use of the service rendered, work product called for or produced under this order. In the event that this situation changes, Contractor hereby agrees not to assert any such intellectual property rights against Purchaser, Purchaser's subsidiaries and affiliates, and their respective vendors and customers, on account of any use made of such work product (or derivatives or improvements thereof) by any of them.
- (d) Contractor agrees to obtain the same warranty and commitment contained in this Article 21 running in favor of Purchaser, Purchaser's subsidiaries and affiliates and their respective vendors and customers from each of Contractor's subcontractors.

**22. ASSIGNMENT AND CHANGE IN OWNERSHIP**

- (a) Any assignment or attempt to assign this order without the advance written consent of Purchaser shall be null and void and shall give Purchaser the right to terminate this order for default under Article 17.
- (b) If a third party submits a solicited or unsolicited offer to Contractor that would result in a Change of Ownership or Control of Contractor, as defined below, Contractor shall give notice of such offer to Purchaser as early as commercially practical following Contractor's receipt of the offer. The notice shall include the identity of the offeror, the date and time of the offer and the conditions of the offer. Before Contractor accepts the offer, it shall give Purchaser an opportunity, within a reasonable time, to advise Contractor of its objection to the offer. If despite Purchaser's objections, the Change in Ownership and Control occurs, Purchaser has the right at its discretion to terminate this purchase order for default under Article 17 at no cost to Purchaser. In the event of such termination, Contractor agrees to render full cooperation to Purchaser in order to minimize disruption to the Purchaser's program. Pending termination or in lieu of termination, Purchaser may require Contractor to provide adequate assurance of

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performance, including, but not limited to the institution of special controls regarding the protection of Purchaser's proprietary information."

- (c) For purposes of this sub-paragraph (b), the terms "Change in Ownership or Control" shall mean any of the following: i) the sale of equity shares controlling 20% or more of the voting rights in Contractor or Contractor's parent, ii) the sale, lease, transfer or other disposition of substantially all of the assets of Contractor or Contractor's parent, iii) a merger, reorganization, consolidation, share exchange, recapitalization, business combination, liquidation or dissolution or similar transaction, iv) a tender offer or exchange offer for any of the outstanding shares of capital stock of Contractor or Contractor's parent, v) a sale by Contractor of the assets relating to the product Contractor produces or will produce for Purchaser or vi) any public disclosure of a proposal or plan or intention to do any of the foregoing

**23. SET-OFF**

Purchaser shall be entitled to set off any amount, owing at any time from Contractor to Purchaser or any of Purchaser's affiliated companies against any amount payable at any time by Purchaser in connection with any order.

**24. WORK ON PURCHASER'S OR ITS CUSTOMER'S PREMISES**

If Contractor's work under any purchase order involves operations by Contractor on the premises of Purchaser or one of its customers ("Premises"), then:

(A) Contractor shall comply with all of Purchaser's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such work. Contractor shall maintain such insurance coverage(s) as set forth in Article 13. Indemnity and Insurance.

(B) The Contractor shall ensure that it complies with all applicable local, regional, and national legislation and/or regulations related to drug testing.

(C) Where a Contractor's employee may be required to access Premises pursuant to any purchase order, the Contractor shall ensure that either he is in possession or confirms he has seen a criminal conviction certificate in respect of the employee concerned.

(D) The Contractor shall not assign any employee to access a Premises under any purchase order where:

- (i) the Contractor is not in possession or has not seen a criminal conviction certificate in respect of that employee; or
- (ii) the criminal conviction certificate reveals that the employee has been convicted of an offence

(E) The Contractor shall ensure that the provisions of this clause are included in any subcontract pursuant to any purchase order with a subcontractor who will perform work on Premises.

(F) Purchaser reserves the right to deny access to Purchaser's or its customer's premises to any person who appears on government-issued lists of terrorists, suspects, etc., such as the Department of State, Arms Export Control Debarment List; Department of State, Proliferation List; Department of Commerce, Denied Parties List; and Department of Treasury, Specially Designated National List.

**25. RELEASE OF INFORMATION**

Contractor shall not make any announcement, take or release any photographs (except for its internal operation purposes for manufacture and assembly of goods), or release any information concerning this Order or any part thereof or with respect to its business relationship with Purchaser, to any third party, member of the public, press, business entity, or

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any official body except as required by applicable law, rule, injunction or administrative order, without Purchaser's prior written consent. Purchaser's written approval, if granted, will be subject to any "Acknowledgement of Sponsorship" clause in Purchaser's Government Prime Contract, if applicable. Further, Contractor or its agents shall not use Purchaser's name, photographs, logo, trademark, or other identifying characteristics or that of any of its subsidiaries or affiliates without Purchaser's prior written approval.

26. **RESERVED**

27. **INTELLECTUAL PROPERTY**

Contractor shall indemnify and save Purchaser and its customers harmless from and against any expense or liability, including costs, fees and damages, arising out of any claim, suit or proceeding that the manufacture or furnishing of goods and/or services under this purchase order, or the use of such goods (without modification or further combination) or sales of such goods constitutes infringement of any Intellectual Property . If an injunction or prohibition should issue, at Purchaser's option. Contractor shall either (i) procure for Purchaser and its customers the rights to continue using said goods, or (ii) modify them in a manner acceptable to Purchaser so they become non-infringing, or with the written approval of Purchaser,(iii) remove said goods and refund the purchase price. For the purposes of this Clause 27, Intellectual Property shall mean any patent, know-how, trademark, copyright, design right or other intellectual property rights whether registered or otherwise which exists in relation to the provision of the services or materials ordered in accordance with this contract.

28. **LABOR NOTICE**

(a) The Contractor shall immediately give notice to Purchaser (to be followed by written notices and reports) of any and all impending or existing labor complaints, troubles, disputes or controversies and the progress thereof. The Contractor shall use its best efforts to resolve any such complaint, trouble, dispute or controversy.

(b) Contractor warrants that Purchaser shall have no liability or bargaining obligations under any collective bargaining agreement between Contractor and its employees. Contractor agrees to give Purchaser copies of any collective bargaining agreements existing between it and its employees and agrees to give Purchaser prompt notice of any union organization with respect to its employees.

29. **FORMER GE EMPLOYEES**: If access is requested to Purchaser's facilities or computer systems, the Contractor must confirm satisfactory performance of the individual for whom access is requested if the individual was previously employed by the Purchaser or its affiliates. The Contractor shall use a form provided by Purchaser to obtain its employee's consent and waiver for Purchaser to release employment information to Contractor regarding the individual's performance when employed by the Purchaser or its affiliates. All forms and more detailed instructions can be found at: [http://www.geae.com/aboutgeae/doingbusinesswith/supplier\\_security\\_requirements.html](http://www.geae.com/aboutgeae/doingbusinesswith/supplier_security_requirements.html)

30. **PRIOR AGREEMENTS**

This instrument contains the entire agreement between the Contractor and Purchaser with respect to orders, contracts or arrangements made or placed hereafter for services and supersedes all pre-existing understandings, agreements, or arrangements with respect thereto.

31. **ACCESS TO PURCHASER'S COMPUTER SYSTEMS**

Access to Purchaser's computer systems by Contractor's personnel shall include only those persons identified on Purchaser's systems security statement and who have been issued a systems user ID by Purchaser. Purchaser reserves the right to, at any time, verify the citizenship status of all Contractor personnel who have access to Purchaser's

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computer systems. Such access shall be limited by Purchaser to those systems, which in Purchaser's sole discretion, are required for the Contractor's personnel to perform assigned work and shall be valid until such access is revoked or surrendered. Such access shall be surrendered by Contractor's personnel upon Purchaser's request or upon removal or reassignment by Contractor.

**32. EXPORT AND INTERNATIONAL TRAFFIC-IN-ARMS REGULATIONS**

(a) Contractor agrees to comply with all export regulations and the International Traffic-in-Arms Regulations (ITAR) including, but not limited to, parts 122 entitled "Registration of Manufacturer and Exporter" and 130 entitled "Political Contributions, Fees and Commissions."

(b) With respect to defense articles and services furnished hereunder, Contractor agrees that it has not paid, offered or agreed to pay, and agrees that it shall not pay, offer or agree to pay, for the purpose of soliciting, promoting or otherwise to secure the sale of defense articles and services to or for the use of the armed forces of an international organization or non-U.S. country, any (i) fees or commissions in excess of \$1,000 or (ii) political contribution (including any gift, rebate or payment of expenses) to a non-U.S. person or entity.

(c) In the event Contractor is supplying defense articles in connection with the performances of services under this order, Contractor agrees to maintain a valid and current Directorate of Defense Trade Controls ("DDTC") registration. Contractor shall provide its DDTC registration name (whether registered or not, with expiration date to Purchaser and promptly advise Purchaser of any updates or changes to such information, in the format requested by Purchaser.

(d) If Contractor intends to conduct work for Purchaser in a foreign country, including but not limited to the use of Contractor's own facility outside of the United States or the use of a foreign affiliate or unrelated subcontractor, Contractor must provide advance written notification to Purchaser. Customer is responsible for compliance with applicable export control laws and regulations and for obtaining all export control licenses required by law or requested by Purchaser.

**33. TRAVEL EXPENSES**

Reasonable and genuine travel expenses (coach airfare, mid-sized rental cars, moderately priced hotels, etc.) required for Purchaser business purposes will be reimbursed upon submittal of receipts for all items \$15.00 and over. All travel expenses must be detailed in an expense account statement and be submitted to Purchaser with the invoice. In addition, all costs defined as unallowable in the Federal Acquisition Regulation part 31.205 must be identified on the expense account statement. Alcohol and premium airfare are examples of common unallowable costs. If additional information on unallowable costs is needed, please contact the Purchaser's Sourcing representative.

**34. ENGLISH LANGUAGE**

Except as the parties may otherwise agree, this purchase order, data, notices, shipping invoices, correspondence and other writings shall be written in the English language. In the event of any inconsistency between any terms of this purchase order and any translation thereof into another language, the English language meaning shall control.

**35. SEVERABILITY**

If any provisions of these terms and conditions or any part hereof are invalid, unlawful or incapable of being enforced by reason of any rule of law or public policy, all conditions and provisions of these terms and conditions which can be given effect without such invalid, unlawful or unenforceable provision shall, nevertheless, remain in full force and effect.

**36. GRATUITIES**

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(a) Any officers, employees or agents of Purchaser, any government representing a sovereign and independent state, or Purchaser's customers, are prohibited from soliciting or accepting entertainment, gifts, gratuities, compensation or favors from Contractor. Contractor shall at all times comply with the requirements of this policy. When Contractor has reasonable grounds to believe that a violation of this gratuity policy by Contractor or Purchaser's representatives may have occurred, Contractor shall promptly report the potential violation to Purchaser by using the supplier hot line (1-800-443-3632) or (513-243-6922) or by reporting it in writing.

(b) For violation of this clause 36 by Contractor, this purchase order may be terminated in whole or in part. Purchaser may also require Contractor to provide proof that it has implemented internal management controls sufficient to prevent future violations. These rights and remedies of Purchaser are not exclusive and are in addition to any other rights and remedies provided to Purchaser under this purchase order or by law.

**37 PROHIBITED GOODS AND SERVICES**

The United States of America prohibits the importation of Goods or the purchase of services from certain countries. No Goods or services from prohibited countries may be used directly or indirectly in the design, manufacture, test, or other methods of providing any of the items (whether Goods, services, or otherwise) covered by this purchase order. The list of prohibited countries can change from time to time and it is Contractor's responsibility to ensure compliance with such list at all times. Current information can be obtained by accessing the Internet at URL <http://www.treas.gov/ofac/>

**38. GOVERNING LAW**

This purchase order shall be governed by the laws of the England and Wales, notwithstanding its conflicts of laws rules.

**39 CONTACTOR SECURITY AND CRISIS MANAGEMENT POLICY**

Contractor shall have, and shall comply with, a company security and crisis management policy. Upon GE's request, Contractor shall provide Purchaser a copy thereof. Contractor shall revise and maintain the policy proactively, and as may be requested by Purchaser, in anticipation of security and crisis risks relevant to the Contractor's business. Contractor's policy, at a minimum, shall identify as elements of its policy, and require the taking, by Contractor's management and employees, of the measures described in (a) through (e) below. In the performance of any work for Purchaser, Contractor shall take the measures described in (a) through (e) below:

- (a) provide for the physical security of the people working on Contractor's premises, including people working for or on behalf of Contractor, Purchaser, and Purchaser's customers;
- (b) provide for the physical security of Contractor's facilities and physical assets related to the performance of work, including, in particular, the protection of Contractor's mission critical equipment and assets; Contractor shall provide for the physical security of Purchaser's physical assets in its custody and/or in its facilities and protect such physical assets from theft, loss, damage, and/or destruction.
- (c) protect from the loss of, misappropriation of, corruption of, and/or other damage to software related to the performance of work;
- (d) protect from the loss of, misappropriation of, corruption of, and/or other damage to Purchaser's, Purchaser's customers', and Contractor's drawings, technical data, and other proprietary information related to the performance of work;

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- (e) provide for the prompt recovery -- including through preparation, adoption, and maintenance of a disaster recovery plan -- of facilities, physical assets, software, drawings, technical data, other intellectual property, and the Contractor's business operations in the event of a security breach, incident, crisis or other disruption of Contractor's ability to use the necessary facilities, physical assets, software, drawings, technical data, or other intellectual property or to continue operations.

Purchaser reserves the right to inspect Contractor's policy and to conduct on-site audits of Contractor's facilities and practices to determine whether Contractor's policy and Contractor's implementation of the policy are reasonably sufficient to protect Purchaser's property and interests. If Purchaser reasonably determines that Contractor's policy and/or policy implementation is/are insufficient to protect Purchaser's property and interests, Purchaser may give Contractor notice of such determination. Upon receiving such notice, Contractor shall have forty-five (45) days thereafter to make the policy changes and take the implementation actions reasonably requested by Purchaser. Contractor's failure to take such actions shall give Purchaser the right to terminate this purchase order immediately without further compensation to Contractor.

**40 INSPECTION**

(a) All services, including, but not limited to, engineering and design/development work, shall comply with all applicable specifications and shall be subject to inspection and test by the Purchaser and its customer at all times and places. If any inspection or test is made on the premises of Contractor or its supplier, Contractor, without additional charge, shall provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and tests on the premises of Contractor or its supplier shall be performed in such a manner as not to unduly delay the work.

(b) Purchaser's failure to inspect services shall neither relieve Contractor from responsibility for such services as are not in accordance with the order requirements nor impose liabilities on Purchaser therefor. The inspection or test of any services by Purchaser shall not relieve Contractor from any responsibility regarding defects or other failures to meet order requirement, which may be discovered subsequently.

**41 CLASSIFIED INFORMATION**

Upon completion of work by Contractor under this purchase order, Contractor shall return to Purchaser all classified information furnished by Purchaser in connection herewith, including all reproductions thereof, then in Contractor's possession or control, and Contractor shall surrender classified information or materials developed by Contractor in connection with this order, unless the information has been destroyed or the retention of the information is authorized in writing by Purchaser or the government.

**42 EDI (ELECTRONIC DATA INTERCHANGE) AND PAPERLESS INVOICING**

(a) Upon Purchaser's request, Contractor shall sign an EDI (Electronic Data Interchange) Trading Partner Agreement with Purchaser within 15 days from the request date. Following such agreement, the parties shall establish an implementation schedule, which shall call for active EDI communication capability within 45 days from the EDI Trading Partner Agreement.

(b) Paperless invoicing is required. Options acceptable to Purchaser include GEGSN Web Invoicing, Evaluated Receipt Settlement ("ERS") and EDI

**43. ENVIRONMENTAL MATTERS**

- (a) Certifications, Representations and Warranties.

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1. Supplier represents, warrants, certifies and covenants that it shall perform all activities required under this purchase order in compliance with all applicable national, EU, state/provincial and local environmental, health and safety laws and regulations;
2. Supplier represents, warrants, certifies and covenants that it will take appropriate actions to provide a safe and healthy workplace, and to protect local environmental quality in all of its activities.
3. Supplier represents, warrants, certifies and covenants that each chemical substance constituting or contained in goods sold or otherwise transferred to GE hereunder is on the list of chemical substances compiled and published by (a) the Administrator of the Environmental Protection Agency pursuant to: the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended; or (b) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS); or (c) any equivalent lists in any other jurisdictions to which GE informs Supplier the goods likely will be shipped.
4. Unless GE expressly agrees otherwise in writing as an addendum to this purchase order, Supplier represents, warrants, certifies and covenants that none of the goods supplied under this purchase order contains any: (a) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, beryllium, or radioactive materials; (b) where applicable, hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003)(RoHS Directive), as amended; (c) chemical restricted under the Montreal Protocol on ozone-depleting substances; or (d) other chemical the use of which is restricted in any other jurisdictions to which GE informs Supplier the goods are likely to be shipped.
5. Unless specifically defined as a requirement by GEAE engineering drawings or specifications, the use of cadmium plating or nickel cadmium plating is strictly prohibited in the manufacture of this Good. The use of cadmium plating or nickel cadmium plating is strictly prohibited on all tooling, fixturing, and test equipment that is used for manufacturing, assembly, test, or material handling of the Good unless Contractor has notified Purchaser in advance and has obtained its prior written consent to such use. Approval shall not be granted where there is a potential for Contractor's Good to come into contact with titanium containing items.
6. Supplier represents, warrants, certifies and covenants that, except as specifically listed in a mutually agreed, written addendum to this purchase order, none of the goods supplied under this purchase order are regulated as "electrical or electronic equipment" under EU Directive 2002/96/EC (27 January 2003)(WEEE Directive), as amended.
7. Products supplied under this purchase order may be exported worldwide, including to countries that forbid the importation of products manufactured with child labor or with forced, indentured or convict labor. Consequently, Supplier represents, warrants, certifies and covenants that no products supplied under this purchase order have been or will be produced utilizing forced, indentured or convict labor, or utilizing the labor of persons in violation of the minimum working age law in the country of manufacture, or in violation of minimum wage, hour of service, or overtime laws in the country of manufacture.
8. Supplier represents, warrants, certifies and covenants that it has established an effective program to ensure that the activities of any suppliers it utilizes to provide any goods or services that will be incorporated into the goods supplied under this purchase order will be conducted in conformance with sub-parts 43. (a)1 to (a)7 above.

(b) Covenants

1. If any goods or other materials sold or otherwise transferred to GE hereunder contain hazardous materials, Supplier shall identify hazardous materials contained in Goods delivered to Purchaser, provide Material Safety Data Sheets ("MSDS") for such Goods, and, where applicable; (a) comply with the OSHA Hazard Communication Standard, 29 CFR 1910.1200 ("HAZCOM"); or (b) similar EU MSDS/labeling requirements; or (c) any similar requirements in any other jurisdictions to which GE informs Supplier the goods are likely to be shipped. For each



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such material, identification shall reference the stock or part number of the delivered Goods. Hazardous materials include, but are not limited to, materials embedded in a delivered Good in such a manner as to present a potential for personal injury or harm or property damage in the course of normal use, repair, accidents or disposal. All MSDS forms and hazard warning labels required under this section and HAZCOM shall be provided to General Electric Company, Group Environmental Affairs & Safety, One Neumann Way, M/D T165, Cincinnati, OH 45215.

2. Where applicable, for any goods specifically listed in a mutually agreed written addendum to this purchase order as “electrical or electronic equipment” covered by the WEEE Directive as amended, Contractor agrees to assume responsibility for taking back those goods in the future upon the request of Buyer and treating or otherwise managing them in accordance with the requirements of the Directive and applicable national implementing legislation. Contractor also agrees to take back as of the date of this purchase order the used goods currently owned by Buyer or to arrange with a third-party to do so in accordance with all applicable requirements. No additional charge will be sought by Contractor and no additional payments will be due from Buyer for Contractor’s agreement to undertake these responsibilities.
3. From time to time, at GE’s request, Supplier shall provide certificates to GE relating to any applicable legal requirements or to update sub-part A of this purchase order, in each case in form and substance satisfactory to GE.
4. Supplier shall permit GE or its representatives to have reasonable access to the sites where the work under this purchase order is performed and to its employees in order to assess (1) work quality, (2) conformance with GE’s specification, and (3) conformance with Supplier’s representations, warranties, certifications and covenants under this purchase order.

Contractor agrees to notify Purchaser in writing within five days after learning of any significant event involving any of its manufacturing processes that may affect Contractor’s ability to comply with its obligations under this purchase order, including but not limited to, any spill, leak or release to the environment which also requires notification to a state or federal agency, including, but not limited to: (a) the date of release; (b) the quantity and type of material released; (c) efforts to clean up the material released; and (d) efforts to mitigate impacts from the release. Notices shall be provided to General Electric, Group Environmental Affairs & Safety, One Neumann Way, M/D T165, Cincinnati OH 45215, phone: (513) 672-3982.

**44. WAIVER**

Purchaser’s failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or Purchaser’s waiver of any breach hereunder shall not thereafter waive any other terms, conditions, or privileges, whether of the same or similar type.

**45. PERSONAL DATA PROTECTION**

(a) “Purchaser Personal Data” includes any information relating to an identifiable natural person that is obtained by Contractor from Purchaser; “Processing” of Personal Data includes any operation performed upon Personal Data, such as collection, recording, organization, storage, or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, blocking, erasure or destruction.

(b) Contractor, including its staff, shall view and Process Purchaser Personal Data only on a need-to-know basis and only to the extent necessary to perform this Agreement.

(c) Contractor shall, to the extent allowable under its current technical and organizational measures, ensure the security and confidentiality of Purchaser Personal Data in order to prevent, among other things, accidental, unauthorized or unlawful destruction, modification, disclosure, or loss. Contractor shall immediately inform Purchaser of any breach of this security and confidentiality undertaking.

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(d) Upon termination of this Agreement, for whatever reason, Contractor shall take all reasonable efforts to stop the Processing of Purchaser Personal Data.

(e) These undertakings remain in force even after termination of this Agreement for whatever reason.

(f) Contractor understands and agrees that Purchaser may use any "Contact Information" (such as name, address, telephone number, e-mail address) provided by Contractor, or any of its representatives, for purposes reasonably related to the performance of this agreement, including but not limited to supplier and payment administration, and that such information may be transferred to and stored in a Purchaser global database. Contractor agrees that it will comply with all legal requirements prior to the transfer of any of its customer, employee, or third-party Personal Data to Purchaser. This Personal Data will not be shared beyond Purchaser, its Affiliates and their contractors. Purchaser will take appropriate measures to ensure that Contact Information is processed in conformity with applicable data protection laws.

**46. IMPORT AND EXPORT**

(a) Purchaser shall be named as the importer of record in the United Kingdom and U.S.A, and Seller shall be named as the importer of record in its own country where Seller is located outside the United Kingdom or outside the USA. Where Seller is importer of record, Seller agrees that Purchaser will not be a party to the importation of the goods; that the transaction(s) represented by this order will be consummated subsequent to importation; that Seller will neither cause nor permit Purchaser's name to be shown as "importer of record" on any customs declaration.

(b) Where Purchaser is the importer of record in the UK, Seller shall ship the goods to the port of entry as advised by Purchaser and show proper broker notification on all shipping waybills. Any additional transportation or clearance charges incurred by Purchaser due to non-adherence to this clause will be the responsibility of Seller.

(c) Regardless of which party is the importer of record, Seller's shipping cartons and documentation must meet all applicable United Kingdom and/or any other country's customs country of origin marking and invoicing requirements. Seller will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.

(d) Purchaser shall be named as the exporter of record in the United Kingdom, and Seller shall be named as the exporter of record in its own country where Seller is located outside the United Kingdom. Where Seller is the exporter for any purchased material required by Seller to complete this order, Seller shall be responsible for obtaining any required authorizations and authorizing the freight forwarder and shall comply with all applicable export regulations. Any additional transportation or other charges incurred by Purchaser will be the responsibility of Seller.

(e) Seller shall be responsible for complying with all applicable export regulations, including, where applicable, the U.S. export administration regulations/international traffic-in-arms regulations. Seller shall be responsible for any fines or liabilities resulting from Seller's non-compliance with the aforementioned regulations.

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**APPENDIX I  
INTERNATIONAL ORDERS**

IF SELLER IS LOCATED OUTSIDE OF THE UNITED KINGDOM, THE PRECEEDING TERMS AND CONDITIONS ARE MODIFIED AS FOLLOWS:

1. Reserved

2. ANTI-DUMPING. If Seller is located within the U.S., Seller warrants that all sales made hereunder are or will be made at not less than fair value under the United States anti-dumping law (19 U.S.C. sec 1673 et. Seq.), and Seller will indemnify, defend and hold Purchaser harmless from and against any costs or expenses (including but not limited to any anti-dumping duties which may be imposed) arising out of or in connection with any breach of this warranty

3. IMPORTER AND EXPORTER OF RECORD.

A. The Seller shall be the exporter of record from the country of dispatch, The shipping term shall be DDU, pursuant to the international Chamber of Commerce Inco term (2000 Edition) the Purchaser, shall be the importer of record in the country of destination, the transaction(s) represented by this purchase order will be consummated subsequent to importation. If the goods, for any reason, have to be returned to the seller "goods not in accordance with contract" the purchaser shall ship under Inco terms 'FCA pursuant to the International Chamber of Commerce Inco terms (2000 Edition)' in this instance, the purchaser shall act as exporter of record from the country of dispatch, and the seller, shall from this point, accept all risk to bring the goods to the sellers place of business, the seller will, in the country of destination be the importer of record.

B. The Seller shall ship the Goods to the port of entry as requested by Purchaser, all shipping documentation, shall carry the Purchaser's agents information. All additional transportation or Customs clearance charges, duty or VAT which may be incurred by Purchaser, due to non-adherence to this clause, will be to the account of Seller.

C. The Seller's shall pack the shipment in accordance with the ATA packing specification, shipping containers and shipping documentation must be in compliance with the rules applicable in the country of destination, the seller must, accurately declare the true and correct valuation of the Goods shipped, the Seller must on all shipping invoices declare the origin of goods shipped. The Seller will be responsible for, all fines or liabilities which result from, improper packaging or negligent invoicing or markings of the shipment.

D The Seller shall be responsible for complying with all applicable export regulations, including, where applicable, the U.S. export administration regulations/international traffic-in-arms regulations., hazardous shipping, in accordance with the rules governing , IATA/ICAO shipment by air and other regulations governing as applicable when shipped by road or sea. The Seller shall be responsible for any fines or liabilities resulting from the Seller's non-compliance with the aforementioned regulations.

4. RESERVED.

5. WARRANTY. Regardless of which party is the importer of record, Seller will be responsible for complying with the applicable import restrictions, including as applicable, those contained in any and all environmental regulations, including providing any required certifications, and indemnifying and holding Purchaser harmless from any fines or liabilities resulting from breaches of this section.