

Purchase Agreements

This purchase order is a “purchase agreement” or “PA” and subject to the terms set forth in this Remark B12.

The period of performance is for a delivery period or ordering period as specified in Remark G54. Except as this PA may otherwise provide, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, the indicated percentage of Purchaser’s delivery requirements for any particular Good or service on a calendar year basis during the period of performance. If no percentage is indicated, Purchaser shall purchase from Seller, and Seller shall sell to Purchaser, all of Purchaser’s delivery requirements for the particular Good or service during the period of performance.

Any Goods or services to be furnished under this PA shall be ordered by the issuance of a part schedules report (or EDI 830) (“Parts Schedule Report”), or through Purchaser’s designated supplier collaboration portal (e.g. Supply Line) (“SCP”), accessed through the GE Aerospace Supply Chain Web Center, which delivery report is incorporated by reference. The Parts Schedule Report or SCP will identify the contract number, priority rating, and remarks (or requirements) applicable to each contract code. In the event of conflict between the Parts Schedules Report or SCP and this PA, then this PA shall control.

Any quantities represented in an RFQ, this PA, or an attachment thereto are estimates only based on Purchaser’s forecasted requirements and should not be considered a minimum or maximum quantity to be purchased by Purchaser. Purchaser’s actual requirements may in fact be less than or greater than the quantities stated. If Purchaser’s requirements do not result in orders in the estimated quantities, that fact shall not constitute a basis for an equitable price adjustment.

When a change in requirements results in a quantity reduction, those quantities will be deleted from the Parts Schedule Report or SCP on the basis that any quantity with incurred cost will be consumed by future releases. Should the quantity with incurred cost not be consumed by the end of the period of performance, then the section titled Terminations in the terms and conditions referenced on this PA will apply.

If Purchaser requires delivery of any Good or service and Seller is unable to meet the required delivery date, then Purchaser may obtain the required Good or service from another source, and the balance of this PA shall remain in full force and effect. In such instance, Purchaser shall have all rights available to it under the terms and conditions of purchase.

Purchaser’s then current terms and conditions will be applicable unless otherwise expressly specified. In the event of any conflict between this PA and Purchaser’s then current terms and conditions, such term and conditions shall control. For clarification, notwithstanding this PA, Purchaser retains its rights under the section title Terminations of the terms and conditions.