I64
TERMS AND CONDITIONS OF PURCHASE

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ARTICLE 1 - DEFINITIONS. As used throughout this Supply Agreement (as defined below):

(a) "Affiliate" means any entity controlling, controlled by, or under common control of a party to this Agreement.

(b) "Agreement" means this Supply Agreement, applicable specifications, Orders, and any pricing agreements, statements of work, remarks, or other documents incorporated by reference in Orders.

(c) "Confidential Information" means, with respect to either Party, all information and data identified either orally or in writing as "Proprietary," "Confidential," or a similar designation in any medium and furnished or made available directly or indirectly by one Party to the other Party.

(d) "Direct Procurement" means the purchase of any Good or Service that is incorporated into or performed on an aircraft or part thereof, or is otherwise provided to Purchaser's customer.

(e) "Due Date" means the material requirement date in the applicable SCP (as defined below) or other due date stated in the Agreement by Purchaser.

(f) “Goods" means all products contracted for and supplied by Seller under this Agreement, including all components, raw materials, chemicals, finished goods, intermediate assemblies, and associated packaging thereof.

(g) “Indirect Procurement” means the purchase of any Good or Service that is not incorporated into or performed on an aircraft or part thereof, and is not otherwise provided to Purchaser’s customer.

(h) “Intellectual Property” means data, notes, reports, specifications, designs, drawings, computer software including source code and object code, methods, processes, techniques, know-how, ideas, inventions, and discoveries.

(i) “Intellectual Property Rights” means patents, patent applications, trade secrets, copyrights, trademarks, maskworks, database rights, industrial property rights, and other similar rights.

(j) “Orders” means purchase orders or purchase agreements issued to Seller and subject to this Supply Agreement.

(k) “Parties” means Purchaser and Seller together, and “Party” means one of them.

(l) "Prime Contract" means a contract defined by a government contract number printed on Orders issued pursuant to this Agreement.

(m) “Property” means equipment, materials, bailed items, samples, parts, tooling, tooling drawings, and software.

(n) “Purchaser" means the entity contracting with Seller for Goods and/or Services and identified as the purchasing entity on the Order.

(o) “SCP” means supplier collaboration portal.

(p) “Seller" means the entity contracting with Purchaser to provide Goods and/or Services under this Agreement.

(q) “Services” means those services contracted for and supplied by Seller under this Agreement and as may further be described in Orders, statements of work, specifications, or other papers included in this Agreement.

(r) “Supply Agreement” means these terms and conditions including all appendices.

ARTICLE 1B – CONSTRUCTION RULES.

(a) Plural. Plurals shall be deemed to include the singular, and singular shall include plural.

(b) Gender. Any words of gender shall be deemed to include all other gender identifications.

(c) Including. The term including, when used herein, shall be deemed to mean including without limitation.

(d) Headings. The heading designations are supplied for convenience only and may not accurately or fully describe all of the requirements of a section. The headings or sub-headings do not limit or modify the scope and applicability of the sections.

ARTICLE 2 - ACCEPTANCE. Either Seller’s full or partial performance or written acknowledgment, whichever comes first, will constitute acceptance of Orders or any amendments thereto. Seller’s acceptance of an Order incorporating this Supply Agreement is limited to acceptance of the express terms of the offer set forth in the Order. Any quotation, acknowledgement or other proposal containing additional or different terms and conditions is rejected unless accepted in writing by the Purchaser. ADDITIONAL OR DIFFERING TERMS OR CONDITIONS PROPOSED BY SELLER OR INCLUDED IN SELLER’S ACKNOWLEDGMENT HEREOF ARE HEREBY OBJECTED TO BY PURCHASER AND HAVE NO EFFECT UNLESS EXPRESSLY ACCEPTED IN WRITING BY PURCHASER.

Seller acknowledges and confirms that: (1) it has had an opportunity to carry out a thorough due diligence exercise in relation to the requirements of this Agreement and has asked the Purchaser all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Goods and Services in accordance with the terms of this Agreement; (2) it has received all information requested by it from the Purchaser to enable it to determine whether it is able to provide the Goods and Services in accordance with the terms of this agreement; (3) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Purchaser pursuant to this Article 2; (4) it has raised all relevant due diligence

questions with the Purchaser before entering into this agreement; (5) the terms of this agreement have been specifically negotiated; and (6) it has entered into this agreement in reliance on its own due diligence.

ARTICLE 3 - PAYMENT TERMS.

(a) Standard Terms. Purchaser shall initiate payment for approved invoices within 120 days after the Payment Start Date (the "Net Date") (subject to "Batched Payments" as described below). Seller agrees to accept the invoice amount discounted as follows: (i) for Direct Procurements, discounted by two and one-half percent (2.5%) in exchange for Purchaser's initiation of payment on the forty-fifth (45th) day following the Payment Start Date (2.5% 45 net 120); and (ii) for Indirect Procurements, discounted by three and one-half percent (3.5%) in exchange for Purchaser's initiation of payment on the thirtieth (30th) day following the Payment Start Date (3.5% 30 net 120). The Payment Start Date shall be the latest of (A) the date performance is requested by Purchaser (for example, in a part schedules report or statement of work), (B) the material received date, as identified in Purchaser's computer system, or (C) the invoice approval date. If the early payment discount date or the Net Date, as applicable, falls on a weekend or a holiday, Purchaser will initiate payment to Seller on the next business day. If Purchaser initiates payment before or after the early payment discount day, the invoice will be discounted on a pro rata basis to reflect each day that payment is accelerated.

(b) Batched Payments. Purchaser may choose to group, on a quarterly basis, all approved invoices that are not paid on their applicable early payment discount dates and initiate payment on the following payment dates, or the next day on which Purchaser and the banks used by Purchaser are open for business (each, a "Batched Payment Date"), which will result in some approved invoices being paid earlier than their Net Date and some paid later than their Net Date:

Invoice Due Dates	Quarterly Batched Payment Date
February 16 - May 15	April 3
May 16 - August 15	July 3
August 16 - November 15	October 3
November 16 - February 15	January 3

(c) Invoicing. Settlement and invoicing must be paperless and in a format acceptable to Purchaser, which may include Web Invoicing, Evaluated Receipt Settlement and Electronic Data Interchange. Seller must provide banking information to establish electronic funds transfer for U.S. suppliers and wire transfer for non-U.S. suppliers. Seller shall invoice Purchaser within ninety (90) days after delivery of Goods or completion of Services; Purchaser shall deem any later invoice invalid.

(d) Taxes. All sums payable under this Agreement shall be exclusive of VAT or other sales tax, which shall (if applicable) be payable by the Purchaser.

(e) Set-off. Purchaser shall be entitled to set off any amount owing from Seller to Purchaser or to any of Purchaser's Affiliates against any amount payable under this Agreement.

(f) Functional Currency. All payments shall be made in the currency stated on the Purchase Order.

ARTICLE 4 - TRANSPORTATION AND DELIVERY.

(a) Unless otherwise stated in the Order, the shipping and delivery terms are FCA (named place) Incoterms 2020. In any event, title to Goods shall pass to Purchaser upon delivery. Purchaser insures all Goods for which it accepts risk of loss while such Goods are in transit. Seller shall not declare any insurance value on such Goods shipped via Purchaser's carrier unless Seller is shipping prepaid at its own expense under paragraph 4(b) below.

(b) Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. Purchaser will pay no charges for unauthorized transportation. Any unauthorized shipment that results in excess transportation charges must be fully prepaid by Seller. If Seller does not comply with the stated delivery schedule, Purchaser has the right to require delivery by the fastest way, and Seller shall ship at its own expense, prepaid. If Seller fails to ship at its own expense when required by this paragraph, Seller shall reimburse Purchaser for the full cost of the shipment.

(c) Seller's non-U.S. locations involved with manufacture, warehousing, shipment, or delivery to the U.S. agree to use commercial reasonable efforts to comply with "GE Customs-Trade Partnership Against Terrorism (C-TPAT) Supply Chain Security Guidelines for International Suppliers/Shippers" located at https://www.geaerospace.com/sites/default/files/C-TPAT_guidelines_intl_suppliers_shippers.pdf, develop and implement security procedures consistent with appropriate C-TPAT, Authorized Economic Operator, or similar program criteria, and provide a copy of said procedures to Purchaser upon request. If Seller is certified by a supply chain security program (for example, C-TPAT Status Verification Interface), it shall provide Purchaser with an authorized point of contact, all applicable and necessary information to comply with the minimum standard of the applicable regulations, and any changes to Seller's certification status. If Seller is not certified by a supply chain security program, then upon request it shall complete Purchaser's supply chain security questionnaire.

(d) Seller shall notify Purchaser promptly of any known or suspected security breach affecting the Goods (for example, contraband, smuggling, threatening or suspicious activities, or tampered container, trailer, lock, or seal including a seal broken during a customs inspection).

(e) Upon request, Seller shall label all shipment containers for Goods in accordance with Purchaser's bar code shipping lable instructions. Seller shall designate an individual responsible for compliance with said instructions, who shall act as the Seller's contact for issues concerning bar code labels. If Seller uses Purchaser's SCP, Seller shall not print bar code shipping labels more than twenty-four hours prior to shipment.

(f) Seller shall use Purchaser's designated SCP (for example, ACES or SupplyLine) and shall meet the requirements of that system. Lead times for all Goods and Services shall be established at the time an Order is initially placed, either by being input and approved in the SCP or otherwise agreed in writing. Any change to the established lead time must be mutually agreed and specify the date that the change will take effect. Seller shall deliver the Goods and/or Services on the Due Date. If Purchaser requests that Seller deliver Goods in a time period less than the established lead time, Seller shall use commercially reasonable efforts to meet such delivery requirements, and the remedies set forth in Article 4(g)(ii) and (iii) below shall not apply to the affected deliveries.

(g) Delivery Delays.

i) The Parties agree that time is of the essence. If Seller anticipates any difficulty in meeting the Due Date or any of the other requirements of this Agreement, Seller shall promptly notify Purchaser in writing and upon request, provide Purchaser adequate assurance of performance.

ii) If Seller misses a Due Date and does not cure within one (1) week, Purchaser may assess the following as liquidated damages: (A) 2% for delivery between 8-14 days after the Due Date; 4% for deliveries between 15-21 days after the Due Date; 6% for deliveries between 22-30 days after the Due Date; and 10% for deliveries more than 30 days after the Due Date, with such percentages being calculated from the price of the delayed Good/Service; and (B) any amount of liquidated damages Purchaser owes to its customer as a result of Seller's failure to timely deliver the Good/Service ((A) and (B) together, "Delivery Damages"). The Parties agree that such Delivery Damages, if assessed, are the exclusive monetary remedy for the delay period; are a reasonable pre-estimate of the damages Purchaser will suffer because of delay based on circumstances existing at the time of the Order; and are to be assessed as liquidated damages and not as a penalty.

iii) For avoidance of doubt, assessment of Delivery Damages does not waive any applicable termination rights, including a partial termination through reduction of requirements share percentages, if applicable. Purchaser's remedies are cumulative and Purchaser shall be entitled to pursue any and all remedies available at law or equity.

ARTICLE 5 - TERMINATION.

(a) Delay and Default. In the event Seller anticipates any difficulty in complying with a Due Date or any of the other requirements of this Agreement, Seller shall promptly notify Purchaser in writing, and upon request, provide Purchaser adequate assurance of performance. In the event of a delivery delay, non-delivery, or any other default by Seller in meeting its obligations under this Agreement, Purchaser (without prejudice to other rights it may have in law or in equity) may terminate all or any part of this Agreement without further compensation to Seller, and Purchaser's rights will be (i) in accordance with English law including the Sale of

Goods Act 1979, Supply of Goods and Services Act 1982, Sale and Supply of Goods Act 1994, and the Sale and Supply of Goods to Consumers Regulations 2002, where applicable (or if Seller is located in the U.S., in accordance the New York Uniform Commercial Code), or if Seller is located in Brazil, in accordance with Brazilian law; and (ii) for Services, to procure, upon such terms and from any source or service provider as it shall deem appropriate, services similar to those terminated. In each case, Seller shall continue performance of such Agreement to the extent not terminated and shall be liable to Purchaser for any excess costs for Purchaser's procurement of similar goods or services. Immediately upon termination, Seller shall refund to Purchaser any progress payments for the terminated portion of the Agreement.

(b) Termination for Convenience. Purchaser may terminate all or any part of this Agreement for convenience at any time by giving notice specifying the extent of termination and the effective date. Upon termination, unless otherwise directed by Purchaser, Seller shall immediately: (i) stop work as directed; (ii) place no further subcontracts or orders except as necessary to complete the continued portion of the Agreement; and (iii) terminate all subcontracts to the extent they relate to terminated work. Seller shall submit a final termination settlement to Purchaser in the form prescribed by Purchaser within ninety (90) days from the effective date of the termination. Purchaser shall not be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any sum in excess of the total Agreement price. In the event that Purchaser wrongfully terminates this Agreement under paragraph 5(a), in whole or in part, such termination becomes a termination for convenience under this paragraph 5(b).

ARTICLE 6 - DISPUTE RESOLUTION.

(a) Arbitration. Any dispute arising under or related to this Agreement shall be resolved exclusively as stated in this Article. One or both Parties shall send a written request to the other identifying the dispute. The Parties shall then designate senior managers, who shall meet and use commercially reasonable efforts to resolve the dispute. If the Parties' senior managers do not resolve the dispute within sixty (60) days of said written request, either Party may file an arbitration claim to resolve the dispute. If Purchaser is located in the United Kingdom, the arbitration will be conducted in accordance with the then-current rules of the London Court of International Arbitration, and the seat of the arbitration and hearings shall be in London. If Purchaser is located anywhere else in the European Union, the arbitration will be conducted in accordance with the then-current rules of the International Chamber of Commerce ("ICC"), and the seat of the arbitration and hearings shall be in Geneva, Switzerland. If Purchaser is located in Brazil, the arbitration will be conducted in accordance with the then-current rules of the Brazil-Canada Chamber of Commerce ("Camara de Comércio Brasil Candá"), and the seat of the arbitration and hearings shall be in Sao Paolo. In all other cases, the arbitration will be conducted in accordance with the then-current rules of the ICC, and the seat of the arbitrations and hearings shall be in Paris, France. The arbitrator(s) shall have no authority to award punitive damages, attorney fees, costs of the dispute, or any other amounts not measured by actual damages. The award of the arbitrator(s) will be final, binding and not appealable, and any court of competent jurisdiction may enforce the award. All statements and materials related to this dispute resolution process and arbitration are confidential and shall not be disclosed to any third party except as required by law. Any claim against Purchaser shall be barred unless Seller has made an arbitration claim in accordance with this Article within one year of the dispute arising (which shall be the effective date of termination if the dispute is related to termination).

(b) The dispute resolution procedure in paragraphs 6(a) above is exclusive, except that (i) either Party may seek from a court of competent jurisdiction any equitable, interim, or provisional relief to avoid irreparable harm; and (ii) the Parties may bring litigation regarding claims related to a Party's Confidential Information or Intellectual Property.

(c) Paragraph 6(a) above shall not be construed to modify or displace any termination rights contemplated by this Agreement.

(d) Government Contracts. For disputes related to Goods or Services in support of a US Government subcontract, see Appendix 1.

ARTICLE 7 - PURCHASER'S PROPERTY.

(a) Purchaser shall retain ownership of Property that it pays for or provides to Seller and that is in Seller's possession ("Purchaser's Property").

(b) Seller may use Purchaser's Property for the sole purpose of performing its obligations under this Agreement and not for any other purpose. For example, Seller shall not use Purchaser's Property to design, manufacture, sell, provide, or repair parts for anyone other than Purchaser, or to obtain FAA or any other governmental approval to do so. Nothing in this Agreement shall be interpreted as an implied license or a license by estoppel to Intellectual Property Rights in Purchaser's Property.

(c) While Seller has Purchaser's Property in its custody or control, Seller shall plainly identify it, through markings or otherwise, as being the property of Purchaser (if practical), safely store it apart from other Property, hold it at Seller's risk, insure it for replacement cost with loss payable to Purchaser, and maintain it. Upon Purchaser's written request, Seller shall remove and deliver Purchaser's Property to Purchaser in the same condition as originally received by Seller, except for reasonable wear and tear.

(d) Seller shall not (and shall not cause others to) reverse engineer Purchaser's Property or analyze it to determine its chemical composition or physical properties.

(e) In any adjudication of whether Seller used Purchaser's Property without permission to design or manufacture for sale to anyone other than Purchaser or Purchaser's Affiliate any hardware that is substantially similar to or can replace or repair any Purchaser-designed product or system or any part for a GE, CFM International, or other engine program in which Purchaser participates, or to obtain FAA or other governmental approval for such hardware or repair, Seller shall be required to establish by clear and convincing evidence that Seller and its employees, sub-contractors, and agents did not do so (directly or indirectly).

(f) Government Contracts. If U.S. Government Property under this Agreement is furnished or paid for under a government subcontract, the additional requirements in Appendix 1 apply.

ARTICLE 8 - INTELLECTUAL PROPERTY.

(a) Background Intellectual Property

i) Intellectual Property developed or acquired by either Party before or outside the scope of this Agreement is considered Background Intellectual Property ("Background Intellectual Property").

ii) Nothing in this Agreement shall entitle a Party to ownership rights in any Background Intellectual Property of the other Party.

iii) Seller grants to Purchaser a non-exclusive, perpetual, irrevocable, fully paid-up, worldwide license to use, copy, and make derivative works of Seller's Background Intellectual Property and to disclose Seller's Background Intellectual Property to customers and users of Purchaser's products, Purchaser's partners or Affiliates, government agencies, and contractors in connection with the sale, test, qualification, certification, adaptation, modification, servicing, or repair of Goods and/or Services, including where such Goods and/or Services are incorporated into a higher tier assembly. The license granted herein shall supersede any restrictions stated in any Confidential Information Agreement and shall take precedence over any restrictive or proprietary markings contained on the face of any Goods and/or Services documentation and/or data deliverables pursuant to an Order. To the extent Purchaser discloses Seller Confidential Information under this paragraph, such disclosure will be subject to confidentiality terms consistent with those set forth in Article 9(c).

(b) Foreground Intellectual Property

i) Intellectual Property developed by Seller when performing its obligations under this Agreement is considered Foreground Intellectual Property ("Foreground Intellectual Property").

ii) Purchaser shall own all Foreground Intellectual Property along with any Intellectual Property Rights thereto. As required under the terms of an Order or at Purchaser's request, Seller shall deliver all such Foreground Intellectual Property to Purchaser.

iii) Seller hereby assigns and agrees to assign all rights in Foreground Intellectual Property to Purchaser. In addition, Seller, will provide reasonable, timely assistance to Purchaser (at Purchaser's expense) to enable Purchaser to secure Intellectual Property Rights in Foreground Intellectual Property.

iv) When an Order includes line items for Goods and/or Services or an adaption or improvement to existing Goods and/or Services, Intellectual Property relating to such line items shall be considered Foreground Intellectual Property unless Seller establishes by documented evidence that such Intellectual Property

was developed wholly outside of the scope of this Agreement, and without use of Purchaser's funds, Purchaser's Property, and Purchaser's Background Intellectual Property.

v) All Foreground Intellectual Property that is considered "Work Made for Hire" as defined in in Section 101 of the United States Copyright Act, 17 U.S.C. 101, and used in 17 U.S.C. 201 (or relevant EU legislation and the UK Copyright, Design and Patents Act 1988, c. 48, as amended), shall be deemed a "work made for hire" under this Agreement, with all right, title and interest in such Foreground Intellectual Property vesting with Purchaser.

vi) Seller will procure from its employees and subcontractors at Seller's sole expense (including any compensation due Seller's employees), all Intellectual Property Rights in Foreground Intellectual Property. Further, Seller will secure from Seller's employees and subcontractors the execution of all patent applications, assignments, and other instruments necessary for procuring Intellectual Property Rights and vesting title in Foreground Intellectual Property for Purchaser.

(c) Government Contracts. If the Goods or Services under this Agreement are being delivered pursuant to a government subcontract that includes retention of ownership of Foreground Intellectual Property by the Seller, provision (b) above shall not apply, and Seller shall retain ownership of such Foreground Intellectual Property ("Seller's Foreground Intellectual Property"). Seller hereby grants to Purchaser a perpetual, irrevocable, fully paid up, worldwide license to use, copy, and make derivative works of Seller's Foreground Intellectual Property, with the right to sublicense, and to disclose Seller's Foreground Intellectual Property to customers and users of Purchaser's products, Purchaser's partners or Affiliates, government agencies, and contractors in connection with the sale, test, qualification, certification, adaptation, modification, servicing, or repair of Goods and/or Services, including where such Goods and/or Services are incorporated into a higher tier assembly. Purchaser, Purchaser's customers, suppliers, partners, Affiliates, regulators, auditors, and inspectors shall not use Seller's Foreground Intellectual Property for the purposes of manufacturing the Goods and/or Services or procuring the Goods and/or Services from sources other than Seller, without Seller's written approval. The license granted in this Article 8(c) shall supersede use restrictions stated in any Nondisclosure Agreement, provided that to the extent Seller's Foreground Intellectual Property is considered Seller's Confidential Information, such Seller's Foreground Intellectual Property will be subject to the confidentiality terms of Article 9.

(d) Patent Markings. If Purchaser notifies Seller that Goods ordered under this Agreement are patented, Seller agrees to mark such Goods with any patent numbers or other markings designated by Purchaser, including updates to such numbers or markings.

(e) Intellectual Property Representations and Warranties. Seller represents and warrants:

i) It is not the proprietor of any Intellectual Property Rights that would impair or restrict the freedom of Purchaser, Purchaser's Affiliates, and their respective vendors and customers to make use of the Goods and/or Services;

ii) Goods and/or Services shall not infringe any Intellectual Property Rights of any third party;

iii) Seller will not assert any Intellectual Property Rights against Purchaser, Purchaser's Affiliates, and their respective vendors and customers based on their use of the Goods and/or Services or their use, copying, and making derivative works of Seller's Background Intellectual Property; and

iv) Seller will obtain the same warranties and commitment contained in this article running in favor of Purchaser, Purchaser's Affiliates, and their respective vendors and customers from each of Seller's subcontractors.

ARTICLE 9 - CONFIDENTIALITY AND DATA PROTECTION.

(a) Each Party's Confidential Information shall remain the property of that Party except as expressly provided otherwise by the other provisions of this Agreement.

(b) Seller shall not disclose Purchaser's Confidential Information to any third party or use Purchaser's Confidential Information for the benefit of anyone other than Purchaser without Purchaser's consent. All Purchaser's Property, Purchaser's Background Intellectual Property, Foreground Intellectual Property, and Orders shall be deemed Purchaser's Confidential Information.

(c) Seller shall protect Purchaser's Confidential Information against unauthorized use or disclosure using at least those measures that it takes to protect its own Confidential Information of a similar nature, but no less than reasonable care. Seller will permit access to Purchaser's Confidential Information to only Seller's personnel who have a need to know for the purpose of performing Seller's obligations under this Agreement. If Seller is required by applicable law or regulation to disclose Purchaser's Confidential Information, Seller shall provide Purchaser with prompt notice thereof and a reasonable opportunity to comment or undertake protective measures prior to such disclosure. Seller may disclose only the information that is required by such law or regulation to be disclosed without liability under this Agreement.

(d) Notwithstanding the restrictions in this Article, Seller may disclose Purchaser's tooling and tooling drawings to Seller's sub-contractors for the sole purpose of assisting Seller in performing its obligations under this Agreement, provided that Seller's sub-contractors agree in writing to obligations of confidentiality at least as restrictive as those set forth in this Agreement for Purchaser's benefit.

(e) Seller shall be liable to Purchaser for any unauthorized use or disclosure by Seller's personnel or any third party to which Seller discloses Purchaser's Confidential Information.

(f) Seller shall comply with the GE Privacy and Data Protection Appendix available at https://www.geaerospace.com/company/doing-business/privacy (the applicable version as of the time of the Order).

ARTICLE 10 - CHANGES.

(a) Purchaser reserves the right at any time to make changes within the general scope of this Agreement. Such changes may include: (1) engineering definitions, drawings, designs or specifications; (2) technical clarifications; (3) artwork; (4) quantity; (5) method of shipment or packing; (6) quality requirements; (7) place or time of delivery; or (8) amount of Purchaser's furnished Property.

i) If any change causes a significant impact on the cost of, or the time required for, performance of any work under this Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both as applicable, in writing. Any Seller claim for adjustment under this article shall be deemed waived unless asserted in writing within twenty (20) days after receipt by Seller of the notice to make the change and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.

ii) Seller shall not proceed to implement any change for which Seller will seek an equitable adjustment until Purchaser provides for such change in writing.

iii) Nothing in this section, including any disagreement with Purchaser as to the equitable adjustment to be made, shall excuse Seller from proceeding with the change provided that Purchaser pays Seller all undisputed amounts pursuant to this Agreement.

(b) With respect to anything subject to Significant Process Substantiation or S1005 requirements under Purchaser's applicable specifications, Seller shall notify Purchaser in writing 180 days in advance of any and all: (i) changes to the Goods and/or Services, their specifications and/or composition; (ii) process changes; (iii) plant and/or equipment/tooling changes or moves; (iv) transfer of any work hereunder to another site; and/or (v) sub-supplier changes, to permit Purchaser to identify any quality, regulatory or other reporting requirements that may arise from such change, including, but not limited to, FAR, DFARs, and FAA requirements, and no such change shall occur until Purchaser has had the opportunity to conduct such audits, surveys and/or testing necessary to determine the impact of such change on the Goods and/or Services and has approved such change in writing. 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 Purchaser.

ARTICLE 11 - ANTICIPATION OF DELIVERY SCHEDULE. It is Seller's responsibility to comply with the established lead times and Due Dates but not to anticipate Purchaser's requirements. Any material commitments or production arrangements made by Seller in excess of the amount or in advance of the time necessary to meet schedules that are within lead time shall be at Seller's sole risk and expense. Seller shall not ship Goods to Purchaser in advance of Purchaser's requirements, and any such early shipment will not obligate Purchaser to pay and may be returned to Seller at Seller's expense.

ARTICLE 12 - ASSIGNMENT AND CHANGE IN OWNERSHIP.

(a) Assignment. Any assignment or attempt to assign or subcontract Seller's obligations under this Agreement without the advance written consent of Purchaser shall be null and void and shall give Purchaser the right to terminate this Agreement for default.

(b) Change in Ownership. If Seller solicits or receives an offer that would result in a Change in Ownership or Control, as defined below, Seller shall give notice of said offer and the identity of the offeror to Purchaser as early as practical following Seller's receipt of the offer. Before Seller accepts the offer or enters into definitive documentation with respect to a Change of Ownership or Control, it shall give Purchaser a reasonable opportunity to discuss the potential impact with Seller.

Seller shall immediately notify Purchaser if the Change in Ownership or Control occurs. Within one hundred twenty (120) days after receipt of such notice or the effective date of such Change in Ownership or Control, whichever is later, Purchaser may at its option:

i) terminate all or any part of this Agreement as if for default under paragraph 5(a) above and at no cost to Purchaser; and/or

ii) extend the duration of all or any part of this Agreement by up to thirty-six (36) months, with the same terms and conditions (including pricing).

In any event, Seller agrees to render full cooperation to Purchaser in order to minimize disruption to the Purchaser's program.

In addition to the rights above, Purchaser may require Seller to provide adequate assurance of performance, including, but not limited to (A) additional commitments from the new controlling entity, which may be in the form of a guarantee, and/or (B) the institution of special controls regarding the protection of Purchaser's Property, Purchaser's Background and Foreground Intellectual Property, and Confidential Information.

For purposes of this paragraph 12(b), the term "Change in Ownership or Control" means any of the following, in each case either directly or indirectly: (1) the sale of equity shares controlling 20% or more of the voting rights in Seller, an entity in Seller's line of ownership, or Seller's ultimate parent, (2) the sale, lease, transfer or other disposition of substantially all of the assets of Seller or Seller's ultimate parent, (3) a merger, reorganization, consolidation, share exchange, recapitalization, business combination, liquidation or dissolution or similar transaction involving Seller or Seller's ultimate parent, (4) a tender offer or exchange offer for any of the outstanding shares of capital stock of Seller or Seller's ultimate parent, (5) a sale by Seller of the assets relating to the product Seller produces or will produce for Purchaser, or (6) any public disclosure of a proposal or plan or intention to do any of the foregoing.

ARTICLE 13 - QUALITY ASSURANCE, INSPECTION AND TEST.

(a) Seller shall be responsible for the specific quality, performance, productivity provisions, and documentation requirements, if any, set forth in this Agreement. In addition, Seller shall be responsible for imposing the applicable quality assurance requirements on its subcontractors. Purchaser and Purchaser's customer shall each have the right, at no charge to Purchaser or Purchaser's customer, to access the sites where the work under this Agreement is performed or to receive Seller data sufficient to (1) conduct quality audits, (2) perform or witness inspections or tests of the Goods or Services at Seller's facility or elsewhere, (3) assess conformance with Purchaser's specifications, (4) assess part performance, (5) assess conformance with Seller's other commitments under this Agreement, and (6) follow up on findings and improvements to resolve any findings or issues and verify the implementation of the resolution(s). In accordance with 14 C.F.R. 145.223 and 14 C.F.R. 21.140, any Seller that agrees to provide Goods or Services that are regulated by the FAA, EASA, DAOS or other regulator, must provide facility access to that regulator for observation and inspection of information, items and processes related to those Goods or Services. If Purchaser is located in Brazil, Seller shall act also in accordance with rules of ABNT (Associação Brasileira de Normas Técnicas) and ANAC (Agência Nacional de Aviação Civil). For avoidance of doubt, Seller shall provide any drawings and/or other data needed to support regulatory requirements and regulatory authority audits within the period required by an applicable regulatory body. Notwithstanding other confidentiality restrictions, if any, Purchaser may disclose Seller's information to regulators and other government agencies in response to requests within the scope of said agencies' authority.

(b) Seller agrees to use only experienced, trained, and qualified employees in the performance of its obligations under this Agreement, and all Goods and Services must be of first class quality and workmanship.

(c) Actions listed in paragraph (a) above do not replace or waive any applicable rights of inspection, count, testing, acceptance or rejection. Payment does not constitute acceptance of Goods and/or Services and all payments against documents are made with a reservation of rights with respect to defects, whether apparent or not. The making of, or failure to make, any inspection or acceptance of the Goods or Services shall not impair Purchaser's right to reject nonconforming Goods or Services or receive any other remedies.

(d) Seller certifies that it shall provide and maintain quality control, inspection, and process control systems in accordance with the most current specification revision located on Purchaser's document management system for supplier quality product requirements, as applicable (S-1000, S-1001, S-1002, S-1005, S-1007, S-485, S-523, NAK 3001 (when working with the GE Aviation Czech Business Unit), and other quality requirements as specified). For clarity, Purchaser's approval of Seller's process, quality and control processes does not release Seller from its responsibility to fulfill Purchaser's specifications and maintain such quality and process control systems. Seller will maintain objective evidence of its conformance with this paragraph, meaning that any statement of fact pertaining to the quality of a Good or Service must be based on observations, measurements or tests that can be fully verified. Said evidence must be expressed in terms of specific quality requirements or characteristics. These characteristics are identified in drawings, specifications, and other documents that describe the item, process, or procedure.

(e) For Direct Procurements of Goods built to Purchaser's drawings, Seller shall have Adobe PDF reader version 11 or later with JavaScript enabled and Siemens PLM software (NX9) (or other adequate software if approved by Purchaser).

(f) Counterfeit Goods. "Counterfeit Goods" means Goods that have been misrepresented as having been designed and/or produced under an approved quality system or by an approved means or source. Examples of Counterfeit Goods include, but are not limited to: (1) Goods that are an illegal or unauthorized copy or substitute of an Original Equipment Manufacturer ("OEM") item; (2) Goods that are not manufactured in accordance with the OEM design or that do not contain proper materials or components; (3) Goods that are used, refurbished, or reclaimed but that Seller represents as being new; (4) Goods that have not successfully passed all OEM-required testing, verification, screening, and quality control but that Seller represents as having met those requirements; (5) Goods that are non-OEM items with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing they are genuine OEM items; and (6) Goods identified, marked, and/or altered by a source other than the item's legally authorized source and misrepresented to be an authorized item of the legally authorized source.

i) Seller warrants and certifies that Goods delivered pursuant to this Agreement are not and do not contain any Counterfeit Goods. Seller shall provide to Purchaser the OEM's certificate of conformance for any Goods acquired from an authorized OEM reseller or distributor. Seller shall not acquire Goods from independent distributors or brokers unless Purchaser authorizes it in writing.

ii) For all electrical, electronic, and electromechanical ("EEE") items included in Goods, Seller shall maintain a method that allows the tracing of the EEE items through the supply chain back to their initial manufacturer. This traceability method shall clearly identify the name and location of all of the intermediaries from the manufacturer to the Seller, and shall include the manufacturer's batch identification for the item(s) (for example, date codes, lot codes, or serializations). Upon Purchaser's request, Seller shall provide OEM documentation that authenticates traceability of the EEE items to the applicable OEM.

iii) Seller shall immediately notify Purchaser if it knows or suspects that it has provided Counterfeit Goods. (Additional requirements may apply under paragraph 13(g) below.)

iv) If Seller delivers Counterfeit Goods under this Agreement, Seller shall at its expense promptly replace them with genuine Goods. Seller shall be liable for all costs relating to the removal or replacement of Counterfeit Goods, including without limitation Purchaser's or Purchaser's customer's costs related to removing such Counterfeit Goods, inserting genuine Goods, and conducting any necessary tests. Purchaser reserves the right to turn over suspected Counterfeit Goods to US Governmental authorities (for example, the Office of Inspector General, Defense Criminal Investigative Service, or Federal

Bureau of investigation) for investigation and reserves the right to withhold payment for the suspect Counterfeit Goods pending the results of the investigation.

v) This paragraph (f) applies in addition to any other quality provision, specification, or statement of work included in this Agreement addressing the authenticity of Goods and Services. To the extent such provisions conflict with this paragraph (f), this paragraph (f) prevails.

(g) If applicable, Seller shall comply with the requirements in Federal Acquisition Regulation 52.246-26 to screen for and to report Counterfeit Goods, suspected Counterfeit Goods, major nonconformances, and critical nonconformances, and shall send to Purchaser all required notifications Seller makes to the U.S. Government under FAR 52.246-26. Purchaser may, when applicable, report to GIDEP and/or to Purchaser's customer any Counterfeit Goods, suspected Counterfeit Goods, major nonconformances, or critical nonconformances within the Goods or Services. Seller agrees that Purchaser shall not be subject to any liability to Seller for said reporting if Purchaser has a reasonable basis for doing so.

(h) The remedies available under this Article are in addition to any other remedies Purchaser may have available to it in law or in equity, or in any other provisions of this Agreement.

(i) Seller shall secure the same contractual obligations contained in paragraphs (d), (f) and (g) above from Seller's subcontractors and suppliers, at any tier, related to performance under this Agreement.

ARTICLE 14 - NON-CONFORMING GOODS.

(a) With respect to Goods purchased by Purchaser or Purchaser's customer, in addition to any other warranties and remedies, express or otherwise, and notwithstanding any limitations thereon, Seller shall reimburse Purchaser for labor and material cost, including internal labor and overhead and general and administrative expense, reasonably incurred by Purchaser in connection with:

i) defective material, workmanship or design, or failure of the Goods or Services to conform to the requirements of this Agreement;

ii) removal of Goods at Seller's request; or

iii) removal of Goods required due to any previously required changes to said Goods that Seller has failed to incorporate.

(b) For Direct Procurement, Seller shall pay a fixed amount for each nonconforming Good or Service as follows (either (i) or (ii) to be defined as the "Quality Administration Cost"):

i) For purchase orders issued by (A) GE Aviation Systems, Ltd. from its Cheltenham or Dowty, UK site; (B) GE Aviation Systems, LLC; or (C) Unison Industries, LLC, the Quality Administration Cost shall be charged as stated in the Reimbursement Schedule at the following link: https://www.geaerospace.com/company/doing-business.

ii) For purchase orders issued by all other entities: (A) $8000 for the disposition of each QEM where "QEM" is defined as a nonconformance that is identified by any Party after delivery of the Goods or Services and (B) 5% of the price of each affected Good or Service for each Supplier MRB where "Supplier MRB" is defined as a nonconformance that is identified prior to delivery of the goods or services to Purchaser and for which notification is made to Purchaser in accordance with Purchaser's quality system requirements. For the avoidance of doubt, for any nonconforming Good or Service, Seller shall only be charged per subsection (A) or (B) in this paragraph 14(b)(ii).

iii) The Quality Administration Cost shall be charged to Seller automatically as a debit memo issued to Seller's account. For the avoidance of doubt, the Parties agree that the Quality Administration Cost is only intended to compensate Purchaser for its fuel and/or administrative costs and expenses and shall be without prejudice to Purchaser's right to recover other costs or expenses to which Purchaser is entitled, including but not limited to costs or expenses arising from fields actions, such as removing parts from the field, unscheduled engine removals, teardowns, and retest, or other actual damages incurred.

(c) Remedies in this Article are not exclusive and shall not be in lieu of any other remedy available at law, in equity or under this Agreement.

ARTICLE 15 - INDEMNITY AND INSURANCE.

(a) General Indemnification. Seller shall defend, indemnify, and hold harmless Purchaser, its directors, officers, employees, agents, representatives, successors, and assigns (each an "Indemnified Party"), whether acting in the course of their employment or otherwise, from and against any and all loss, cost, expense, damage, claim, demand, or liability (including reasonable attorney and professional fees and costs) arising from Seller's negligence, willful misconduct, or breach of Agreement. An Indemnified Party shall have the right to participate in the selection of counsel, and Seller 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) Intellectual Property Indemnification. Seller shall indemnify, defend, and hold harmless an Indemnified Party from and against any and all loss, cost, expense, damage, claim, demand, or liability (including reasonable attorney and professional fees and costs) arising out of any claim that the manufacture, use, sale, or furnishing of Goods and/or Services constitutes infringement or misappropriation of any Intellectual Property Rights, or for a breach of any of the representations or warranties contained in Article 8 above. If an injunction issues, Seller shall:

i) procure for Purchaser and Purchaser's subsidiaries and Affiliates, and their respective vendors and customers, the rights to continue using said Goods and/or Services; or

ii) at the election and with written approval of Purchaser, (A) modify the Goods and/or Services in a manner acceptable to Purchaser so they become non-infringing; (B) remove and replace the Goods with non-infringing Goods; or (C) remove the Goods and/or discontinue the Services, refund the purchase price, and reimburse Purchaser for all damages and costs associated with obtaining and installing a non-infringing alternative.

(c) Insurance. Seller shall obtain and keep in force for the benefit of Seller and Purchaser reasonable insurance to cover risks in proportion to the volume and type of Goods and Services that Seller sells to Purchaser. Said insurance shall be from carriers that have a minimum rating of A.M. Best's A-: VII or S&P A and that are licensed to provide insurance in the jurisdiction in which work is to be performed. The minimum limits of said insurance shall be as set forth below:

i) Comprehensive General Liability - $5,000,000 combined single limit per occurrence;

ii) Aviation Products Liability - $5,000,000 minimum per occurrence (Aviation Direct Procurements only);

iii) Comprehensive Automobile Liability – Bodily injury/property damage covering all vehicles used in connection with the Goods in the amount of $1,000,000 combined single limit each occurrence;

iv) Statutory Workers' Compensation and or Employer's Liability as required by state or country law.

If insurance coverage is maintained in Seller's local currency, the amounts stated above shall be applicable based upon the exchange rates set forth in a reputable listing of currency exchange rates, such as the Wall Street Journal.

(d) Seller shall provide Purchaser with a certificate of insurance evidencing that the required minimum coverage is in effect and that Purchaser is named as an additional insured, provide a waiver of subrogation clause in favor of the Purchaser, and provide that all coverage provided by the Seller shall be primary. Such insurance shall not exclude the actions of any subcontractor that Seller may utilize under this Agreement. The insurance obtained by Seller hereunder shall have no effect on any obligations imposed upon Seller under this Agreement.

ARTICLE 16 - SELLER'S REPRESENTATIONS.

(a) Compliance with Laws. Seller represents and warrants that in performing under this Agreement, it shall comply with all applicable international, EU, national, state, and local laws.

(b) Integrity Guide. Seller represents and warrants that it shall act in a manner consistent with Purchaser's Integrity Guide for Suppliers, Contractors, and Consultants, which is available at: https://supplier.geaerospace.com/ge-integrity-guides/.

(c) Release of Information. Seller shall not release any information concerning this Agreement or its business relationship with Purchaser to any third party, except as required by applicable law, regulation, injunction, or administrative order, without Purchaser's prior written consent. Seller shall not use Purchaser's name, photographs, logo, trademark, or other identifying characteristics, or those of any of its subsidiaries or Affiliates, without Purchaser's prior written approval.

(d) Conflict Minerals. Where applicable, Seller shall comply with the Organisation for Economic Co-operation and Development (OECD) Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflicts-Affected and High-Risk Areas (the "OECD Guidance"). Capitalized terms in this paragraph not defined in this Supply Agreement have the meanings used in the OECD Guidance. If Goods from Seller contain tin, tantalum, tungsten, or gold materials ("3TG"), Seller shall have a Conflict Minerals policy and program in place that meets the OECD Guidance and shall conduct due diligence with suppliers as necessary. Such due diligence shall include informing direct and indirect smelters of the obligations to avoid involvement in Conflict Minerals and to participate in Responsible Minerals Initiative certification. If Seller is procuring 3TG or cobalt in a way that directly or indirectly provides financial support to armed conflict, Seller shall find alternative sources that do not. Upon request, the Seller shall provide Purchaser with its latest completed Conflict Minerals Reporting Template ("CMRT") and shall respond to any follow-up inquiries stemming from information provided on the CMRT. In the event Seller becomes aware of any Goods delivered to Purchaser that are confirmed to be linked to Conflict Mines, Seller shall notify Purchaser promptly and provide an updated CMRT and commitment statement to phase out the presence of materials linked to the Conflict Mines within a reasonable period of time.

(e) International Electrotechnical Commission ("IEC") Standards. If the Goods contain software, Seller represents and warrants that it will adopt policies and establish systems to comply with IEC 62443-4-1 on or before it is adopted as an international standard and will provide data regarding Seller's compliance to Purchaser upon request. If the Services involve Industrial Automation Control Systems (as defined by the IEC), Seller represents and warrants that it has adopted policies and systems to comply with IEC 62443-2-4 and will provide data regarding Seller's compliance to Purchaser upon request.

(f) Product Cyber Security. Seller shall comply with the GE Third Party Cyber Security Requirements located at https://www.geaerospace.com/company/doing-business/privacy(the applicable version as of the time of the Order).

(g) Seller shall not deliver any product or service that contains any equipment produced by a Covered Entity. Covered Entity means: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hanghzhou Hikvision Digital Technology Company, and Dahua Technology Company, including all subsidiaries and affiliates (including US subsidiaries and affiliates) of such entities.

ARTICLE 17 - SELLER'S EMPLOYEES.

(a) Seller's personnel performing work related to this Agreement shall remain employees of Seller and are subject to its right of direction, control, and discipline. This Agreement does not make them employees of Purchaser nor entitle them to any rights, benefits, or privileges given to Purchaser's employees. Seller shall ensure that its personnel adhere to this Agreement and that they have the requisite knowledge, training, and ability to do so.

(b) Seller's employees are not authorized to make or modify any agreements or commitments on behalf of Purchaser. Specifically, no employee of Seller shall make contact with any government official regarding the continuation, renewal, amendment, or modification of a contract.

ARTICLE 18 - RECORD RETENTION REQUIREMENTS.

(a) Government Contracts. For U.S. Government subcontracts, Seller shall maintain complete and accurate records in connection with its performance under this Agreement for seven (7) years after completion of performance under this Agreement, including but not limited to Orders, memoranda of negotiations showing the principal elements of price negotiations, and records substantiating charges for labor or services (for example, proper time clock cards, time vouchers, or other similar records).

(b) Seller will maintain quality documents according to the applicable quality specification, or for seven (7) years, whichever is longer. Applicable quality specifications may include S-1000, S-1001, S-1002, S-1005, S-1007;

S-485, S-506, S-523, NAK 3001 (when working with the GE Aviation Czech Business Unit), or other quality requirements as specified.

(c) UK Protected Materials.

i) In this Article 18, subparagraph (c), "UK Protected Materials" means information, software, hardware, and equipment classified as "OFFICIAL - SENSITIVE" (or equivalent prior classification) or above by the UK Government or which access is otherwise similarly restricted in the interests of UK national security;

ii) Only Seller's personnel with appropriate UK security clearances shall have access to UK Protected Material and Seller acknowledges that Purchaser facilities and systems do contain UK Protected Material; in the event Seller's personnel require access to UK Protected Materials, Seller will provide personnel with appropriate UK security clearances at no additional cost to Purchaser;

iii) In relation to UK Protected Material, Seller's represents and warrants that it will comply with the provisions of the Official Secrets Act 1911 to 1989 (the "Act"), including Section 2 of the Act. In relation to the Act, Seller shall be defined as a "government contractor" as defined in the Act. Seller shall take all necessary steps to make sure that all individuals engaged on any activities relating to UK Protected Material have notice that the Official Secrets Act applies to said activities;

iv) Seller personnel shall not transfer or disclose by whatever means UK Protected Material to any other person or entity or outside the UK without prior authorization from Purchaser and in accordance with local Purchaser procedures;

v) Seller personnel shall not remove from a Purchaser site or otherwise dispose of UK Protected Material without prior authorization from Purchaser in accordance with local Purchaser procedures;

vi) Seller personnel shall at all times safeguard UK Protected Material in accordance with security procedures meeting UK National Security Regulations, which are set out in the UK Government Security Policy Framework (HMG SPF) as amended or supplemented;

vii) Seller shall, at all times maintain UK Protected Material in accordance with applicable UK Government and UK MoD policies related to the protection and preservation of data, including but not limited to "List X" Notices and Industry Security Notices applicable to List X contractors and sub-contractors;

viii) Seller personnel shall only access, store, process or transmit UK Protected Material on Information Systems that have been duly designated and accredited for that purpose;

ix) Seller shall indemnify and hold harmless Purchaser for any breaches or violations of this Article 18(c).

ARTICLE 19 - EXPORT CONTROL REQUIREMENTS.

(a) Seller and Purchaser shall comply with all applicable customs, export control, import control, and sanctions laws, regulations, and orders including but not limited to: (i) the International Traffic in Arms Regulations ("ITAR," 22 CFR Part 120-130); (ii) the Export Administration Regulations ("EAR," 15 CFR Parts 730-774); (iii) the Foreign Assets Control Regulations ("OFAC Regulations" 31 CFR 500-598); (iv) Council Regulation (EU) No 833/2014 of 31 July 2014; and (v) applicable non-US customs, export control, and sanctions laws, regulations, and orders (collectively, "ITC Laws").

(b) Seller shall provide to Purchaser all information and documentation reasonably requested by Purchaser in relation to compliance with ITC Laws and acknowledges that Purchaser may rely on such information and documentation for its own compliance activities, including issuing certifications and/or other documentation related to ITC Laws.

(c) Seller shall obtain the required export licenses, unless Purchaser agrees otherwise in writing.

(d) If the Goods or Services are subject to ITAR, then:

i) If Seller is a U.S. company, it shall maintain a valid and current U.S. Department of State Directorate of Defense Trade Controls ("DDTC") registration and shall confirm such registration to Purchaser upon request; and

ii) Seller represents and warrants that it has not and will not pay or offer to pay any fees, commissions or political contributions as described under Part 130 of the ITAR for the solicitation, promotion, or securing of a sale of Defense Goods or Services to, or for the use of, the armed forces of an international organization or non-U.S. Country.

(e) Seller shall not export, re-export, transfer, or otherwise divert any items provided by Purchaser, including goods, equipment, technology, or technical data controlled under ITC Laws:

i) to Cuba, Iran, North Korea, the Russian Federation, Belarus, Syria, and/or any country comprehensively sanctioned by the United States, the United Kingdom, and/or the European Union;

ii) to or for use by any party prohibited from receiving such items under applicable ITC Laws; and/or

iii) for any end use prohibited under applicable ITC Laws.

(f) Seller shall not export, re-export, or otherwise transfer any Purchaser export-controlled technology related to any item that is subject to Supplement 2 to Section 744.21 of the U.S. Export Administration Regulations ("EAR") to any "military end user" or for purposes of any "military end use," as defined by Section 744.21 of the EAR, unless such export, re-export, or transfer is authorized by a valid export license. Prior to any transfer of such technology to a subcontractor located or incorporated in any named country under Section 744.21, including but not limited to Belarus, Burma, Cambodia, China, Russia, or Venezuela, Seller shall: (1) complete due diligence to determine if the subcontractor is a "military end user" as defined in Section 744.21 of the EAR; and (2) if Seller determines the subcontractor is a "military end user" as defined in Section 744.21 of the EAR, notify Purchaser and cooperate with Purchaser, including providing all documentation and information requested by Purchaser, to obtain any required export licenses as identified by Purchaser.

(g) With respect to Purchaser's technical data, Seller agrees to the following:

i) The use of the technical data is limited to the manufacture of the Goods;

ii) Disclosure of the technical data is prohibited to any other person except subcontractors within the same country and who are identified on the applicable export license;

iii) Acquisition of any rights in the data by any foreign person is prohibited;

iv) Any subcontract(s) between the Seller and other foreign persons in the approved country for manufacture of Goods contain all the limitations of this paragraph;

v) Seller and its subcontractors shall destroy or return to Purchaser in the U.S. all of the technical data exported pursuant to this Agreement upon fulfillment of their terms; and

vi) Delivery of the Goods manufactured abroad must be made only to the Purchaser in the U.S. or to an agency of the U.S. Government as directed by Purchaser.

(h) Seller shall obtain the representations, warranties, and commitments above in this Article from each of Seller's subcontractors that receives information related to the Goods or Services.

ARTICLE 20 -– IMPORTER OF RECORD.

(a) Importer of Record. Seller must show proper notification on all shipping waybills. In addition, shipping cartons and documentation must meet all country of origin marking and invoicing requirements. The commercial invoice for import must clearly indicate Seller and Purchaser per the Order and this Agreement, and the sale price per the Order. Seller must be a legitimate party to the transaction. The values used at import must be in accordance with recognized customs valuation methodologies (per U.S. Customs and Border Protection or World Customs Organization, as applicable). Seller will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.

(b) Anti-Dumping. Seller warrants that all sales made hereunder are or will be made at not less than fair value under the applicable Anti-Dumping law.

ARTICLE 21 - WORK ON PURCHASER'S OR ITS CUSTOMER'S PREMISES. If Seller works on the premises of Purchaser or Purchaser's customer ("Premises") or accesses Purchaser's systems, then:

(a) Seller shall comply with Purchaser's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during such work. Information about GE Aviation Security requirements can be found at https://www.geaerospace.com/company/doing-business/supplier-security-requirements.

(b) (i) If it is legally permissible for Seller to conduct drug testing of its employees, Seller represents and warrants that all of its employees who will perform work under this Agreement on Premises or while accessing Purchaser's systems ("Access Work") have been tested for, and are free from, illegal drugs, including without limitation marijuana. (ii) If it is not legally permissible for Seller to conduct routine drug testing, Seller represents and warrants that it will use reasonable endeavors to ensure that all of its employees who will perform Access Work are free from illegal drugs, and if Seller has reason to suspect that any employee performing Access Work is using illegal drugs or is under the influence of alcohol, Seller shall take immediate steps to remove such employee from Access Work and ensure that the employee does not continue to perform work under this Agreement.

(c) Seller represents and warrants that Seller's employees will not perform Access Work while impaired by alcohol, medication or other drugs and that any medication taken by a Seller employee will not adversely affect the employee's ability to perform competent and safe work.

(d) If permitted by applicable law, Seller represents and warrants that it will conduct a criminal conviction records investigation of its employees through the use of an approved third-party background check vendor before they are assigned to work on any Order that requires the employees to enter Premises (information about the GE Aviation Background Check process can be found https://www.geaerospace.com/company/doing-business/supplier-security-requirements). If Seller is located in the UK, such investigation shall, at a minimum, take the form of a Criminal Record Check ("CRC") and be in accordance with the UK Rehabilitation of Offenders Act (1974), and Seller shall provide Purchaser with a copy of the completed CRC prior to assigning any employee to work on Premises without a Purchaser escort.

(e) Seller shall include this Article in any subcontract placed pursuant to this Agreement under which the subcontractor will perform Access Work.

(f) If permitted by applicable law, Purchaser reserves the right to deny any of Seller's employees, agents, or subcontractors access to Premises and/or systems for any reason in Purchaser's sole discretion.

ARTICLE 22 - ENVIRONMENTAL MATTERS.

(a) Seller covenants that the Goods (1) comply with all laws governing the management, handling, shipping, import, export, notification, registration, and authorization of chemical substances such as the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the U.S. Toxic Substances Control Act ("TSCA"), the EU Restriction of Hazardous Substances Directive ("RoHS"), EU and UK Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") regulations, EU and UK F-Gas Regulations, and other comparable chemical regulations (collectively "Chemicals Regulations"); and (2) can be used as contemplated by Purchaser in full compliance with the Chemicals Regulations. Seller is expected to anticipate future regulatory constraints on the Goods to ensure the continuity of supply.

(b) Unless agreed to in writing or expressly required by Purchaser's engineering drawings or specifications, the Goods shall not contain: (1) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"), arsenic, asbestos, benzene, polychlorinated biphenyls ("PCBs"), persistent organic pollutants ("POPs"), carbon tetrachloride, beryllium, radioactive materials, per- and polyfluoroalkyl substances ("PFAS"), or fluorinated gases ("F-gases"); or (2) any other chemicals that are restricted or banned under any applicable Chemicals Regulations. In addition, Seller shall notify Purchaser in writing if either of the following are contained in the Goods or used by Seller in the manufacture of the Goods: (1) any engineered nanoscale material; or (2) any substances on the most recently published version of the Aerospace and Defence Declarable Substances List ("AD-DSL").

(c) Upon request within 25 days, Seller shall provide to Purchaser or its authorized third-party service provider, subject to reasonable protection of Seller's confidential business information, the chemical composition of the Goods (including concentrations) and any other relevant information regarding the content and safe and compliant management of the Goods in accordance with the most recent published versions of Materials and

Substances Declaration for Aerospace and Defense (IPC-1754) standard and IAEG Aerospace and Defence Substances Reporting Tool ("AD-SRT").

(d) Seller's manufacturing of the Goods shall not involve any contact between cadmium plating or nickel cadmium plating and titanium alloys unless: (1) specifically defined as a requirement by Purchaser's engineering drawings or specifications; or (2) Seller has notified Purchaser in advance and has obtained its prior written consent to such use.

(e) If Seller is shipping Goods into the U.S., regardless of which Party is the importer of record, Seller shall comply with the import restrictions contained in TSCA and provide the appropriate TSCA Certification required under 19 CFR 12.121.

(f) Seller shall provide with the Goods, in the language(s) and legally required formatting of the location(s) to which the goods are delivered, the following: (1) safe use instructions; (2) hazard communication, safe transport, and labelling information; (3) compliance and certification documentation; (4) for chemical substance and mixtures, safety data sheets ("SDS") compliant with the latest version of the United Nations' Globally Harmonized System of Classification and Labelling of Chemicals; and 5) any other information which Seller knows or should know is necessary to comply with applicable law. Any such information shall reference the stock or part number of the delivered Goods.

(g) Seller shall promptly notify Purchaser if it expects that any environmental, health, or safety issue may reasonably impact its obligations to Purchaser under this Agreement.

(h) Seller shall include requirements substantially similar to the requirements in this Article in all sub-contracts related to the fulfillment of this Agreement.

ARTICLE 23 - MISCELLANEOUS.

(a) English Language. Except as the Parties may otherwise agree, this Agreement, Orders, data, notices, shipping invoices, correspondence, and all other writings shall be in Purchaser's native language or the English language. In the event of any inconsistency between any terms of this Agreement and any translation thereof into another language, the English language meaning shall control.

(b) Governing Law. This Agreement and all disputes between the Parties shall be governed by the laws of the jurisdiction in which Purchaser is organized, notwithstanding such jurisdiction's conflict of laws rules. The application of the United Nations Convention on the International Sale of Goods is hereby excluded.

(c) Waiver. Any failure or delay in the exercise of rights or remedies under this Agreement shall not waive or impair such rights or remedies. Any waiver given shall not be construed to require future or further waivers.

(d) Modifications. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding upon either Party unless documented in a subsequent writing signed by the duly authorized representative of the Party intended to be bound.

(e) Severability. If any portion of this Agreement is determined to be contrary to any controlling law, rule, or regulation, such portion will be revised or deleted from this Agreement, but the rest of the Agreement will remain in full force and effect.

(f) Reports. Upon request, Seller shall provide progress reports on the status of Seller's work.

(g) Data Sharing. Seller agrees that data exchange is required to support the development, delivery, and quality of Goods and Services provided per this Agreement. Seller agrees to provide data including, but not limited to: capacity, raw material ordered and in inventory, work in process, finished goods inventory, yield, expected delivery dates (i.e., commitments), characteristic dimensional information or other data critical to quality and downstream manufacturing, the resources and processes that affect Goods and/or Services, and related continuous improvement. To facilitate this exchange of data, Seller agrees to share said data through appropriate means, including Purchaser's designated SCP (e.g., SupplyLine) at least weekly or as otherwise requested by Purchaser to support stable operations, including Purchaser's manufacturing.

(h) Business Continuity Plan. Upon request, Seller shall provide a written business continuity plan and/or crisis management protocol to Purchaser (or a third party identified by Purchaser).

(i) Financial Records. Upon request, Seller will provide financial records, such as income statements, balance sheets, and cash flow statements, to Purchaser (or a third party identified by Purchaser) to enable Purchaser to evaluate the financial health of Seller. If Seller purchases GE-directed raw material, Seller agrees that the supplier of such raw material may provide Purchaser information regarding Seller's accounts.

(j) Productivity. The Parties agree to collaborate in cost reduction activities with a goal to identify a pipeline of no less than 5% annually. Activities may include but are not limited to alternative manufacturing, design changes, set up time reduction, inspection reduction, increases in manpower multiples, raw material weight reduction, or other productivity opportunities that will result in cost savings if implemented. The Parties agree that all cost savings achieved will be shared 50/50.

(k) Labor Disputes. Seller shall notify Purchaser of all impending or existing labor complaints, troubles, disputes or controversies that may affect Seller's ability to perform its obligations under this Agreement. Purchaser shall have no liability or bargaining obligations under any collective bargaining agreement between Seller and its employees. Seller agrees to give Purchaser prompt notice of any union organization with respect to its employees.

(l) Security Interest. If items are bailed to Seller or progress payments made, Seller grants Purchaser a security interest in equipment, machinery, contract rights, inventory, goods, merchandise, and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, accessories, and accessions thereto or thereon provided by Purchaser or purchased by Seller with progress payments or advances made by Purchaser and to be used by Seller in manufacturing products ordered by Purchaser under this Agreement. Seller agrees to execute and deliver all documents requested by Purchaser to protect and maintain Purchaser's security interest.

(m) Offset Requirements. All offset or countertrade credit value resulting from this Agreement shall accrue solely to the benefit of Purchaser. Seller agrees to cooperate with Purchaser in the fulfillment of any foreign offset/countertrade obligations. Purchaser considers its future and current offset/countertrade obligations as a factor in all Purchaser transactions.

(n) Audit Rights. Purchaser shall have the right to audit, at no charge to Purchaser, all pertinent books, records, and systems of Seller, receive answers to reasonable information requests to Seller, and make reasonable inspections of Seller's facilities to verify compliance with this Agreement. In the event of non-compliance, Purchaser may take appropriate actions, up to and including termination pursuant to Article 5(a).

(o) Survival. All rights, duties, and obligations which by nature should apply beyond the term of the Agreement will remain in force after the complete performance of the Agreement.

(p) Government Contracts. If the Goods or Services under this Agreement are being delivered pursuant to a U.S. Government subcontract, Seller shall comply with the US government contracts terms found in Remark APP Appendices I and II (the applicable version as of the time of the Order) apply. If the Goods or Services are being provided in support of a contract or subcontract with the United Kingdom (U.K.) Ministry of Defence, Remark APP Appendix III applies. The appendices are available at https://www.geaerospace.com/company/doing-business.