



A Textron Company

Clause 1 – DEFINITIONS

The following definitions apply unless otherwise specifically stated:

“Article(s)”: Good(s) and service(s) described in the Order;

“Buyer” or “Bell”: The legal entity issuing the Order: Bell Textron Asia (Pte) Ltd.; Bell Textron Prague a.s.; or Bell Textron Supply Center, B.V.

“Material Adverse Change”: any event, occurrence, fact, condition or change that is or could reasonably be expected to become, individually or in the aggregate, materially adverse to (a) the business, results or operations, financial condition, assets, liabilities, or prospects, or (b) the ability of the Seller to consummate the Order as contemplated on a timely basis

“Order”: Purchase order, change order, subcontract or contract for the Articles;

“Parties or
“Parties” Buyer and Seller collectively.

“Seller”: Person or Company providing the Article.

Clause 2 – ORDERS/CHANGE ORDERS

These Terms and Conditions are a part of each Order Buyer may issue to Seller. EACH ORDER OR CHANGE TO AN ORDER MUST BE SIGNED (OR AUTHENTICATED IF THIS IS AN ELECTRONIC ORDER) BY BUYER’S AUTHORIZED PROCUREMENT REPRESENTATIVE TO BE VALID.

Clause 3 - AGREEMENT/ACCEPTANCE/MODIFICATIONS

An Order is Buyer’s offer to Seller and acceptance is expressly limited to its terms without additions, deletions, or other modifications. Evidence of acceptance by Seller shall include, but is not limited to: Seller’s commencement of performance, delivery of any Articles or acknowledgment of the Order or electronic signature. NO CHANGE OR MODIFICATION TO THE ORDER (INCLUDING ANY ADDITIONAL OR DIFFERENT TERMS IN SELLER’S ACCEPTANCE) WILL BE BINDING ON BUYER UNLESS SIGNED (OR AUTHENTICATED IF THIS IS AN ELECTRONIC ORDER) BY BUYER’S AUTHORIZED PROCUREMENT REPRESENTATIVE.

Clause 4 – CHANGES Buyer may by written notice make changes within the general scope of the Order at its discretion. Seller shall proceed immediately to perform the Order as changed. If any such change causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work in the Order, Buyer will make an equitable adjustment in the purchase price or delivery schedule or both. Seller shall provide written notice of its intent to assert a claim within ten (10) calendar days from the date of receipt by Seller of such written notice of change. Seller shall substantiate its claim with evidence provided to Buyer no later than fourteen (14) days after providing written notice. Buyer shall use commercially reasonable efforts to adjudicate Seller’s claims within one hundred and eighty (180) days from receipt of sufficient data to substantiate its claims for adjustment. Seller’s failure to substantiate claim will result in denial of equitable adjustment claim. Seller shall proceed with the change pending resolution of any claim for adjustment.

Clause 5 - STOP WORK

- (A) When directed by written notice from Buyer, Seller will immediately stop all or part of the work relating to the Order to the extent specified in the notice for a period of up to one hundred-eighty (180) calendar days or longer if extended by mutual agreement. Seller shall take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Order during the period of the stop work.
- (B) Within such period, Buyer may either terminate or continue the work by written order to the Seller. If a Stop Work notice is cancelled or the period of the Stop Work notice or any agreed extension thereof expires, Seller must resume work and Buyer and Seller will agree upon a reasonable adjustment in the delivery schedule. In no event will such adjustment exceed the period of time in which the Stop Work notice was in effect. Except as otherwise provided herein, the total Order price will not be adjusted, and Buyer will not incur any liability by the issuance of a Stop Work notice.

Clause 6 - TERMINATION FOR CONVENIENCE

- (A) Notwithstanding any other provisions of the Order, the Buyer may by written notice terminate for its convenience the whole or any part of the Order upon providing ten (10) calendar days’ notice thereof, except that the Buyer may immediately terminate for its convenience the whole or any part of the Order in those instances in which such action is reasonably required as a result of Buyer’s customer taking action affecting all or part of the performance of work under the prime contract. Upon receipt of such notice, the Seller must immediately cease work, including but not limited to the manufacture and procurement of materials for the fulfillment of the terminated portion of the Order.
- (B) Subject to Clause 11(E), Buyer’s only obligation shall be to pay Seller a percentage of the price reflecting the actual work performed prior to the notice of termination based on data submitted by Seller. Seller shall not be paid for any work performed or costs incurred that reasonably could have been avoided.
- (C) Subject to Clause 11(E), Buyer shall not be liable to Seller for:
 - (i) any loss of profits or anticipated profits; or
 - (ii) any indirect or consequential losses, in connection with these Terms and Conditions.
- (D) Seller shall continue all work not terminated.
- (E) In the event Seller has a claim for adjustment, it must notify Buyer in writing of its intent to file a claim within twenty-one (21) calendar days from the effective date of termination. Seller’s final termination claim must be submitted to Buyer within ninety (90) calendar days from the date that Seller’s intent to file a claim was submitted to Buyer. Seller’s failure to substantiate its final claim will result in denial of Seller’s adjustment claim
- (F) Subject to Clause 6(B), Clause 6(C) and Clause 11(E), Buyer’s total aggregate liability, whether based on an action or claim in contract, tort (including negligence), breach of statutory duty or otherwise arising out of, or in relation to these Terms and Conditions, will be limited to [120%] of total Order price.



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Clause 7 - TERMINATION FOR DEFAULT

- (A) If the Seller fails to comply with any of the terms of the Order, fails to make progress so as to endanger performance of the Order, fails to provide adequate assurance of future performance, files or has filed against it a petition in bankruptcy or becomes insolvent or suffers a Material Adverse Change in financial condition, the Buyer shall, prior to termination of the whole or part of the Order, give the Seller notice of default. The Seller shall have ten (10) calendar days (or more if authorized in writing from the Buyer) from the date of receipt of such notice in which to cure the default or to satisfy the Buyer that such default shall be cured within a period of time acceptable to the Buyer. Upon failure to cure the default, Buyer may give the Seller written notice of Termination for Default.
- (B) Subject to Clause 11(E), upon termination, the Seller will have no claim for further payment other than as provided in this Clause but will be liable to the Buyer for all direct losses and direct damages which may be suffered by the Buyer by reason of the default, including any substantiated increase in the costs incurred by the Buyer in procuring the Articles from another source. Nothing in this Clause affects any obligation of the Buyer under the law to mitigate damages and Seller must proceed with the portion of the Order not terminated under the provisions of this Clause.
- (C) If, after termination, it is determined that the Seller was not in default, or that the default was excusable, as defined in the Excusable Delay clause, the rights and obligations of the parties will be the same as if the termination had been issued for the convenience of the Buyer and the provisions of the Termination for Convenience clause, will apply.
- (D) The rights and remedies of the Buyer in this clause or in any other clause of the Order are in addition to any other rights and remedies provided to Buyer by the law or under these Terms and Conditions.

Clause 8 - EXCUSABLE DELAY

- (A) A delay in the performance by the Seller of any obligations under the Order that is caused by an event which:
 - (i) is an act of God, act of Government, fire, riot, war, terrorism or any other event which constitutes a superior force and is beyond the reasonable control of the Seller; and without any fault on the part of the Seller and interferes with the performance of Seller's obligations; and
 - (ii) the effects of which could not reasonably have been avoided by the Seller will, subject to the provisions of this Clause, constitute an Excusable Delay.
- (B) In addition to the events described in paragraph (A), a delay caused by the default of a subcontractor of the Seller may constitute an Excusable Delay if the event causing the default of such subcontractor is an event that meets the criteria set out in paragraph (A) and such delay has not been contributed to by the Seller, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.
- (C) Except as otherwise provided herein, the following will not be considered as events beyond the reasonable control of the Seller:
 - (i) lack of financial resources of the Seller or its subcontractors; or
 - (ii) any labor disturbances including strikes/lock-outs experienced by the Seller or its subcontractors;
- (D) To claim an Excusable Delay, the Seller must, by written notice to the Buyer, describe in detail any excusable delay and provide the Buyer with an acceptable "work-around" plan within ten (10) calendar days of such facts coming to the attention of Seller. The Buyer may accept or reject such "work-around" plan in writing and, if accepted, the Seller must promptly implement such "work-around" plan at Seller's expense.
- (E) In the event of an Excusable Delay, any affected delivery date will be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. In no event will the delivery date be extended by a time period longer than the time period in that the Excusable Delay was in effect. No adjustment will be made to the Order price; adjustment to the delivery schedule is the exclusive remedy of the Seller in the case of an Excusable Delay.
- (F) Notwithstanding the above, after an Excusable Delay has continued for a period of thirty (30) calendar days in the aggregate the Buyer may, in the Buyer's absolute discretion, terminate the Order. In the event of such termination, the rights and obligations of Buyer and Seller shall be determined in accordance with the provisions of the Termination for Convenience clause herein.

Clause 9 - QUALITY CONTROL/INSPECTION

- (A) Seller must provide and maintain a Quality Management System in accordance with the latest revisions to ISO-9001 or AS/EN-9100. In the case of Articles that will not be incorporated into an aircraft, the Seller must undergo review and approval in accordance with Buyer's quality processes. If Seller's Article(s) will be incorporated into an aircraft, Seller's system must also be in compliance with the applicable requirements of the Seller's civil airworthiness authority (Federal Aviation Administration or applicable Federal Air Worthiness Authority or other applicable airworthiness authority) and the Supplier Quality Requirements Manual (SQRM-001) referenced in the Order. Seller agrees to permit Buyer access to its facilities, quality system procedures, processes and documentation related product/service compliance to requirements. This accessibility will remain applicable to Seller in addition to any special quality assurance provisions, which may be incorporated elsewhere in the Order. If FAA surveillance is required, a bilateral agreement between FAA and a non-US civil air authority may apply.
- (B) All Articles are subject to final inspection and acceptance by Buyer at destination, notwithstanding any payment or prior inspection at source. The final inspection will be made within a reasonable time, not to exceed thirty (30) calendar days after receipt of the Articles. When Buyer inspection is performed at Seller's facility, Seller must provide, at no charge to the Buyer, appropriate facilities and assistance to allow the performance of the inspection. Buyer must notify Seller if any Articles delivered hereunder are rejected, and such Articles may be returned to Seller at Seller's risk and expense at Buyer's discretion. Inspection and tests by Buyer do not relieve the Seller of responsibility for defects or other failures to meet the Order's requirements. Acceptance will not be final with respect to latent defects, fraud, or gross mistakes amounting to fraud.
- (C) The Seller must have an effective program for investigation of quality system or product deficiencies that includes utilization of a disciplined problem-solving method for determining the root cause and determination of effective corrective actions that preclude recurrence of deficiencies detected by the Seller or Buyer. The Buyer may forward a request for root cause and corrective actions response for quality system and product deficiencies from the Seller when the Buyer discovers discrepancies for which the Seller is responsible. The Seller's response must be returned to the Buyer within thirty (30) calendar days unless otherwise specified by the Buyer. The response will include the corrective action effectivity point by part number, unit serial number, ship dates into Buyer, quantity and/or manufactured date.
- (D) The Seller is responsible for compliance to all Order requirements. All documents, (including drawings and specifications if applicable), regardless of origin, are applicable to the Seller when specified in the Order or in documents referenced in the Order, and are required to be flowed down to all levels of the supply chain, in compliance with applicable export control laws. Audit, surveillance, inspection nor tests made by Buyer, representatives of the Buyer or its customer(s), at Seller's facilities, at any sub-tier facilities, or upon receipt at Buyers facility, relieves the Seller of the responsibility to furnish acceptable products or services that conform to all contract requirements; nor does it preclude subsequent rejection by Buyer or its customers. Failure to comply with Quality System requirements, as applicable to the Order, or to achieve an acceptable quality performance level may result in an on-site audit or additional



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source inspection oversight being initiated by Buyer, at Seller's expense. Buyer reserves the right to debit Seller accounts to compensate for inspection or related activities that take place as a result of Buyer directed inspections, including source inspections being by-passed by the Seller.

- (E) All rights and remedies of Buyer under the Order or at law shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other.

Clause – 10 SUSPECT/COUNTERFEIT PARTS

- (A) Seller shall supply Articles (including finished goods and/or components) that are not and do not contain suspect/counterfeit parts. A suspect part is a part in which there is an indication by visual inspection, testing, or other information that it may not conform to established government or industry accepted specifications or national consensus standards. A suspect/counterfeit part is any part that is a copy or substitute without legal right or authority to do so, or one whose material, performance, characteristics or identity does not appear to be authentic. The term also includes approved Articles that have reached a design life limit or have been damaged beyond possible repair but are altered and deliberately misrepresented as acceptable. Failure by Seller to document material substitution or identify that an Article has been refurbished or remanufactured is considered to be fraud, and the Article then becomes suspect/counterfeit.
- (B) If it is determined by Buyer that a suspect/counterfeit part has been supplied, Buyer will impound the Articles pending a decision on disposition. Notwithstanding anything else to the contrary herein, Seller shall replace such Articles with Articles acceptable to Buyer and shall be liable for all costs relating to the impoundment, removal, and replacement. The remedies contained in this paragraph are in addition to any remedies Buyer may have at law, equity or under other provisions herein. Buyer reserves the right to withhold payment for the Articles pending results of any investigation.

Clause 11 – WARRANTY

- (A) Seller warrants that all Articles delivered under the Order will be free from defects in design; material and workmanship will conform to applicable descriptions, specifications and drawings and are suitable for the purpose intended. THIS WARRANTY SHALL BE IN ADDITION TO ALL WARRANTIES, TERMS AND CONDITIONS ARISING OR IMPLIED AS A MATTER OF LAW AND SHALL SURVIVE ACCEPTANCE AND PAYMENT.
- (B) Seller's warranties must be enforceable by Buyer's customers as well as Buyer and will be valid for thirty-six (36) months. The warranty time period begins after delivery to Buyer's customers. In the event the Seller is not the manufacturer of the Articles, Seller will transfer the manufacturer's warranty to Buyer and/or Buyer's Customer's as the case may be, to the extent that the warranty is assignable.
- (C) Buyer shall debit Seller's account for reasonable labor charges incurred by Buyer's customer(s) associated with warranty related issues, including part(s) removal and re-installation.
- (D) Defective Articles will be returned to Seller at Seller's expense for repair or replacement, at Buyer's option. In the event defective Articles are returned to Seller, the repaired or replacement Articles will be provided by Seller, CIF Point of Entry, to Buyer within twenty-one (21) calendar days from receipt of the defective Article by Seller. For valid warranty claims, Buyer will debit Seller's account for actual freight charges and costs incurred both from and to the Buyer. If Buyer finds it impractical to return defective Articles, or Seller is unable to repair or replace the defective Article within the time allotted herein, Buyer may perform necessary repair at its own facility and charge or debit Seller's account for those costs.
- (E) Nothing in these Terms and Conditions purports to limit or exclude any party's liability for any of the following:
- (i) fraud, fraudulent misrepresentation or willful misconduct;
 - (ii) death or personal injury caused by that party's negligence;
 - (iii) a breach of any obligations implied by section 12 of the Sale of Goods Act 1979 and/or section 2 of the Supply of Goods and Services Act 1982; or
 - (iv) to the extent otherwise not permitted by applicable laws.

Clause 12 – INTELLECTUAL PROPERTY RIGHTS & INDEMNITY

- (A) Any copyright, trademark, trade secret, software, data, idea, concept, process, formula, invention, system, report, design rights patents, database rights, other intellectual property and any analogous rights to any of the preceding rights in any jurisdiction resulting from any Seller work performed for the Order, derived from or based on information supplied by Buyer, or conceived or reduced to practice by Seller using Buyer's funds, will be the sole property of Buyer. Seller agrees to assign and hereby assigns to Buyer any interest Seller may have in such intellectual property right or invention(s) conceived by Seller or reduced to practice by Seller.
- (B) With respect to Articles delivered under the Order, Seller shall indemnify and hold harmless the Buyer, its agents, customers, and users of its products harmless from all loss, damage and liability incurred on account of any infringement or alleged infringement of a patent, copyright, or trademark or misappropriation of a trade secret or other violation of an intellectual property right of a third party, arising out of the manufacture, sale, or use of such Articles by Seller, Buyer, Buyer's agents, customers, or users of its products. Seller's indemnity obligations shall be consistent with those outlined in Clause 25, paragraphs (B) and (C).

Clause 13 - BOOKS AND RECORDS

Any proposals submitted by the Seller, pursuant to the Changes, Termination for Default, or Termination for Convenience clauses shall also include sufficient cost data and reasonable access to Seller's books, records and data as indicated herein.

Clause 14 - PRICES, PAYMENT AND DISCOUNT

Payment by Buyer will be made net thirty (30) days from the later of the following: (i) the date of acceptance of the Articles or (ii) from Buyer's receipt of an acceptable invoice. Any payment discounts will be calculated from the same date. Discount terms shall be clearly stated on the face of each invoice.

Clause 15 - INVOICING, PACKING AND SHIPPING

- (A) Separate invoices indicating Order number, line item number(s), quantity, description of Articles or services, unit price and extended value are required for each Order unless Pay Upon Receipt has been established with the Seller. For international shipments, Seller should indicate the Harmonized Tariff Schedule number (HTS, HS, or Taric), Export Control List number, and Country of Origin for each item shipped on the commercial invoice related to the international shipment.

For shipments in fulfillment of Bell Textron Supply Center, B.V. issued Orders, on date of shipment(s) Seller shall mail one copy of each invoice to the address below:



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Textron Finance Shared Services Center
ATTN: Bell Accounts Payable
P.O. Box 77090
Fort Worth, TX 76177-0090
APBell@textron.com

For shipments in fulfillment of Bell Textron Asia (Pte) Ltd. issued Orders, on date of shipment(s) Seller shall mail one copy of each invoice to the address below:

Textron Finance Shared Services Center
ATTN: Bell Accounts Payable
P.O. Box 77090
Fort Worth, TX 76177-0090
APBell@textron.com

For shipments in fulfillment of Bell Textron Prague, a.s. issued Orders, on date of shipment(s) Seller shall mail one copy of each invoice to the address below:

Textron Finance Shared Services Center
ATTN: Mirabel Accounts Payable
P.O. Box 77036
Fort Worth, TX 76177-0036
APBellMirabel@textron.com

- (B) Seller must send orders in compliance with Buyer's routing instructions, to be found via www.routingguides.com, and in the Order. In the case of noncompliance of those instructions, Seller can be subject to a freight debit, representing the cost difference between Buyer's endorsed carrier code and the one used by the Seller, and/or as well as the mode of transport, and/or transit time service used. Seller must not prepay, insure, or declare value of any shipment made CIF Point of Entry.
- (C) Separate packing lists are required for each Order and must accompany each shipment. The location of the packing slip must be clearly marked on the container. The complete Order number must appear on all documents.
- (D) Test reports, x-rays, certificates and other supporting documents must accompany each shipment when required by the Order.
- (E) Articles will be marked in such a manner as to be readily identifiable with the part number reflected on the Order and the Article's Country of Origin. Proper markings corresponding to the Order description and part number must be applied to the tags or bags for handling and storage purposes.
- (F) With each shipment to Buyer the Seller must include on the packing slip a "Statement of Product Conformity". Unless otherwise required by contract, the Seller must include a statement declaring compliance to all requirements specified in applicable standards or specification documents. This certification of compliance must be signed by Seller's authorized Quality representative.
- (G) Seller shall be the importer into and exporter from its country for all Articles sold by Seller and for any property furnished by Buyer (technical data, software, components, or tooling). Seller shall pay all taxes or import/export duties that may be imposed or assessed by its government. All such taxes and duties, existing, new, or increased, are included in the price stated in the Order. Buyer shall be the importer into and exporter from its country for all Articles purchased by them and for all property furnished by them to the Seller. Buyer shall pay all taxes or import/export duties imposed on these shipments by its government.
- (H) All wood packaging material must conform to ISPM 15 Regulation of Wood Material in International Trade. Penalties for noncompliance are the Seller's responsibility.
- (I) Each package in the shipment shall contain the following, in English, on the outside of the container (1) A packing list listing the contents of that package. (2) The commercial invoice as detailed in Clause 15 (A).
- (J) If Seller fails to comply with invoice, packing, or shipping instructions, title and risk of loss shall not pass to Buyer until acceptance of Articles.

Clause 16 – DELIVERY

- (A) Seller is responsible for the Articles covered by the Order until they are delivered to the designated CIF Point of Entry specified on the Order. Title and risk of loss shall pass to Buyer upon receipt of Articles at point specified on the Order. The Order will be governed by the provisions of Incoterms ® as published by the International Chamber of Commerce 2020, Paris, France. The delivery dates contained in the Order are the dates that the Articles are required on dock at Buyer's facilities.
- (B) Should Seller experience or anticipate any delay in performing the Order, Seller must immediately notify Buyer in writing of such delay, its expected duration and the reasons thereof. Neither such notification nor an acknowledgment by Buyer will constitute a waiver of the Order's specified delivery schedule.
- (C) In the event that the Seller breaches its obligation to deliver Article(s) in accordance with the schedule(s) provided for in this Order, or any extensions granted by Buyer in writing, Seller shall pay Buyer 3 % of the price of the late Article(s) per calendar day for each day of delay as liquidated damages. The Parties agree that quantifying losses arising from Seller's delay is inherently difficult, and further stipulate that the agreed upon sum is not a penalty, but a genuine and reasonable pre-estimate of loss that may be incurred by Buyer as a result of the delay, based upon the Parties' experience in the industry. Buyer has the right to set-off against or withhold any liquidated damages due or at issue under the Order or any Order between Buyer and Seller in accordance with the Set-Off and Withholding clause herein.
 - (i) The total amount of the above-mentioned liquidated damages shall not exceed 30% of the price of the late Articles;
 - (ii) Five (5) days grace period will be granted by Buyer from the delivery date contained in the Order before Buyer begins to toll liquidated damages;
 - (iii) In the event that the delivery of Seller's Articles are delayed in delivery for a period in excess of four (4) weeks, the Buyer has the right to Terminate the Order, in full or in part, for Default in accordance with Clause 7 of these Terms and Conditions, at its sole discretion;



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- (iv) Neither the Buyer's right to not accept defective Articles from Seller in accordance with the Quality Control/Inspection provision herein, nor any delay in Buyer issuing the demand for payment to Seller, constitutes a waiver of this liquidated damages clause;
- (v) This clause does not limit the rights and remedies of the Buyer in any other clause of the Order provided by the law or under these Terms and Conditions;
- (vi) Any disputes arising between Buyer and Seller regarding liquidated damages will be in accordance with the provisions of the Disputes clause herein.

Clause 17 – ASSIGNMENT

Neither the Order nor any interest herein nor any claim hereunder will be assigned by Seller to a third party or to an alternate location belonging to Seller without the prior written consent of Buyer. An assignment without Buyer's written consent is ineffective and void.

Clause 18 - PUBLIC RELEASE OF MATERIAL

Seller shall not advertise or publicize without Buyer's prior written consent, in any medium, including, without limitation, any print, broadcast, direct mailing, or any internet web site maintained by or for Seller, the fact that Seller is a supplier of products or services to Buyer. Neither Seller nor its subcontractors, suppliers or agents shall without Buyer's prior written consent (i) use Buyer's name, photographs, logos, trademarks, or any other identifying information in any such medium; (ii) use (except to communicate with Buyer) or its affiliates) any internet domain names, metatags, or electronic mail addresses containing the names, "Bell Helicopter", "Bell Asia", "Bell Prague", "Bell Amsterdam", "Textron" or the names of any product or service for which Buyer owns the trademark; or (iii) provide a link to any domain name or internet address registered to Buyer or any of its affiliates.

Clause 19 – SET-OFF AND WITHHOLDING

Buyer has the right of set-off against any payments due or at issue under the Order between Buyer and Seller. Buyer may withhold from payment to Seller in an amount sufficient to reimburse Buyer for any loss, damage, expense, cost or liability relating to Seller's failure to comply with any requirements of the Order.

Clause 20 - DISPUTES

- (A) In the event of a dispute arising between Buyer and Seller, which is not disposed of by agreement, Seller must request a final written decision from Buyer's Procurement Manager. If the parties can't agree on a dispute resolution process or otherwise resolve a dispute, the said dispute may be filed in the proper court for disposition pursuant to the Applicable Law and Venue clause hereof.
- (B) Pending final resolution of any dispute or appeal hereunder, the Seller shall proceed diligently with the performance of the Order as directed by the Buyer.

Clause 21 – GRATUITIES

- (A) Seller (or any agent or representative of Seller) will not offer or provide gratuities to any employee of Buyer. Failure of Seller to honor this commitment may, at Buyer's option, result in immediate termination of the Order in accordance with the Termination for Default clause, without provision for cure.
- (B) Seller is prohibited from providing, offering, or attempting to offer kickbacks or soliciting or accepting kickbacks. Seller must have and follow procedures designed to prevent and detect possible violations, shall report in writing and telephonically any violation to the Buyer's Ethics Department and shall cooperate fully with any Government agency investigating a possible violation. The substance of this clause shall be included in all subcontracts issued under the Order.
- (C) Buyer's Ethics Department may be reached at the following numbers:
 - (i): Czech Republic: International Toll-Free Service (ITFS) at 800-143-756 (language: Czech) or World Wide Connect (WWC) through AT&T at 800-913-7401 with access code 00-800-222-55288 (language: Czech)
 - (ii): Netherlands: ITFS at 0800-022-6056 (language: Dutch) or WWC through AT&T at 800-913-7401 with access code 0800-022-9111 (language: Dutch)
 - (iii): Singapore: ITFS at 800-110-1546 (language: English)

Clause 22 - COMPLIANCE WITH LAWS; TEXTRON CODE OF CONDUCT FOR SUPPLIERS AND OTHER BUSINESS PARTNERS

- (A) Seller shall comply with all applicable US and/or local federal, state, provincial and municipal laws, including, but not limited to, laws with respect to the protection of the environment, and Seller hereby certifies that it is in compliance with all such laws and regulations in the production of the Articles, and that the Articles themselves are compliant with all applicable laws. Seller will indemnify and hold Buyer harmless to the full extent of any loss, damage or expense, including lost profit, attorneys' fees and court costs, for any failure or alleged failure of Seller to comply with the requirements of this clause or for any release or threat of release of any hazardous substance, hazardous or solid waste, pollutant or contaminate from any site now, or in the past, owned or operated by Seller, or any site where Seller disposed of or arranged for the disposal of any hazardous substance, hazardous or solid waste, pollutant or contaminate.
- (B) Seller shall comply with the Textron Code of Conduct for Suppliers and Other Business Partners, available at http://www.textron.com/assets/resources/Textron_Code_of_Conduct_Suppliers_Business_Partners.pdf.

Clause 23 - HAZARDOUS MATERIAL

- (A) Seller certifies it is in compliance with all federal, state or provincial laws, including but not limited to the U.S. Occupational Safety and Health Act of 1970 (OSHA) or its applicable foreign equivalent. Furthermore, if the Articles purchased under the applicable Order are considered toxic or hazardous as defined in the above set of regulations, Seller shall provide a copy of the Safety Data Sheet (SDS) with each shipment or as otherwise specified on the Order. Seller agrees to provide any required information or documentation as reasonably requested by Buyer in a timely manner to ensure compliance.
- (B) Seller shall comply with all applicable Registration, Evaluation, Authorization and Restriction of Chemicals EC No. 1907/2006 (REACH) regulations and any subsequent revisions or amendments. For products manufactured or delivered from the European Union, chemical substances and preparation integrated in such products shall be made only with substances pre-registered and authorized by REACH regulations. This requirement is also applicable for chemical substances and preparation used in manufacturing process. Additional information about REACH and a list of pre-registered substances is available on the following web site: <http://echa.europa.eu/web/guest/information-on-chemicals/pre-registered-substances>. Seller must flow down these requirements to its supply chain as necessary to ensure documentation and reporting as required. Seller agrees to timely respond to and provide all information or data reasonably requested by Buyer to document Seller's compliance with REACH and to satisfy Buyer's reporting obligations under



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REACH. Seller shall bear all costs and expenses related to REACH compliance. Buyer can be contacted at reachbell@bellflight.com for any REACH reporting and documentation related to inquiries.

Clause 24 - INDEMNIFICATION

- (A) All rights hereunder shall exist by agreement of the parties notwithstanding any limitations regarding indemnity and/or contribution which exists herein or under the laws of any state. Buyer and Seller expressly agree that Seller is responsible for and agrees to indemnify Buyer for any and all damages, losses, expense, attorney fees, court costs, etc., that result from incidents, accidents, injuries or deaths to any persons or damage and/or losses to property, , even though caused in whole or in part by the negligence (whether sole, joint or concurrent), gross negligence, strict liability or other legal fault of Buyer which result in whole or in part or are alleged to have resulted in whole or in part from (a) any act or omission of Seller with respect to the products or services furnished to Buyer hereunder; (b) any claimed defect in the goods or services supplied to Buyer by Seller; or (c) any claim by a third party alleging negligent supervision on the part of Buyer regarding (i) the goods and/or services supplied by Seller; (ii) the design/manufacturing or other activities of Seller in making or supplying the goods or services.
- (B) Seller agrees, at its own expense, to defend Buyer, its directors, officers, employees, agents and successors against any and all actions, suits or other legal proceedings that may be brought or instituted upon any claim or demand alleging any claim covered by the indemnity agreement above, and to keep Buyer informed at reasonable intervals of significant developments in such actions.
- (C) If Seller does not have actual notice of a claim, Buyer agrees to give Seller prompt notice of any such claim and legal action within a reasonable period of time, after Buyer receives written notice thereof; to tender to Seller the defense and handling of any such claim and legal action, including the right to settle or compromise such claim or action at Seller's sole expense, however, Seller will not consent to the entry of a judgment with respect to any claim or enter into any settlement which does not include a provision whereby the plaintiff or claimant in the matter releasing the Buyer from all liability with respect thereto, without the written consent of Buyer (not to be withheld, delayed or conditioned unreasonably); and to reasonably cooperate with Seller in the defense of every such claim or legal action at the sole expense of Seller.

Clause 25 - APPLICABLE LAW AND VENUE

- (A) For Bell Singapore: Seller and Buyer agree that any dispute arising under, out of, or related in any way to this Order, the legal relationship between Seller and Buyer, or the transaction that is the subject of this Order shall be governed and construed exclusively under the laws of England, exclusive of conflicts of laws. Any dispute arising under, out of, or related in any way to this Order, or the legal relationship between Seller and Buyer, or any non-contractual obligations arising from or connected with this Order, shall be adjudicated solely and exclusively in English courts. The Seller and Buyer agree that this forum selection is mandatory and exclusive of all other forums.

For Bell Prague and Bell Amsterdam: Seller and Buyer agree that any dispute arising under, out of, or related in any way to this Order, the legal relationship between Seller and Buyer, or the transaction that is the subject of this Order shall be governed and construed exclusively under the laws of England exclusive of conflicts of laws. Any dispute arising under, out of, or related in any way to this Order or the legal relationship between Seller and Buyer shall be adjudicated solely and exclusively in Courts of England and Wales or the High Court in London. The Seller and Buyer agree that this forum selection is mandatory and exclusive of all other forums.

- (B) The parties agree that these Terms and Conditions and any document referenced herein or attached hereto be drafted in English.
- (C) The Seller and Buyer agree that the rights and remedies of the Buyer in this Order or in any other clause of the Order are in addition to any other rights and remedies provided to Buyer by the law or under these Terms and Conditions.

Clause 26 - PARTIAL INVALIDITY; WAIVER

If any provisions of the Order including these Terms and Conditions become void or unenforceable, the other provisions will remain valid and enforceable. Waiver of one or more provisions of these Terms and Conditions by Buyer will in no way act as a waiver of any other provision herein.

Clause 27 - ORDER OF PRECEDENCE

In the event of any inconsistency among the provisions of the Order hereunder, such inconsistency will be resolved by giving precedence in the following sequence:

- (A) Provisions typed on the face of the Order,
- (B) Long Term or Multiyear Agreement/Contract between Buyer and Seller (If applicable)
- (C) Terms and Conditions,
- (D) Statement of Work,
- (E) Specifications,
- (F) Other documents, exhibits, and attachments to the Order.

Clause 28 – OUTSOURCING

Notwithstanding any other provision of the Order, Seller must not procure any of the completed or substantially completed Articles described in the Order without the prior written consent of Buyer.

Clause 29 – GOVERNMENT REGULATIONS RELATING TO EXPORT/IMPORT OF GOODS AND TECHNICAL DATA

The Parties acknowledge that licenses and/or permits from the relevant U.S. or local government agency may be required before Buyer is permitted to provide controlled Articles to Seller, before Seller is permitted to provide controlled Articles to Buyer, or before Buyer is permitted to import controlled Articles from Seller. The Parties acknowledge that such licenses or permits may impose restrictions on use of the controlled Articles, technical data, and/or software subject to the Order. Each Party shall comply with all U.S. license and/or permit requirements and all other applicable export and import laws and regulations controlling the import and/or export of the subject controlled Articles.



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Clause 30 - PRODUCT CLASSIFICATION AND ORIGIN

- (A) Upon acceptance of the Order, Seller will provide Buyer with a statement specifying country of origin, the Article name and description, Buyer and Seller part number, Harmonized Tariff Schedule (HTS/HS) number, the Export Control List number, and manufacturer name and location. As requested, Seller will also provide any documentation required for any Government agency compliance. These statements should be sent to Buyer's Global Trade Compliance department at GTCMaterialMaster@bellflight.com.
- (B) Buyer will notify Seller in writing if Seller fails to supply documentation required under paragraph (A) of this Clause, and Seller agrees to provide Buyer the relevant documentation within 10 days of receipt of notice from Buyer.
- (C) If the Seller knows that the Articles provided under the Order qualify for preferential duty treatment under a Free Trade Agreement, Seller will provide Buyer's Global Trade Compliance Department with Certificates or other documentation needed to enable Buyer to claim preferential duty treatment at the time of entry. Seller acknowledges that the Certificate will be used by Buyer as proof of eligibility for preferential duty treatment and agrees to provide full cooperation to Buyer for any Customs inquiries into preferential duty claims that arise out of any Article furnished under the Order. Unless Buyer requests individual Certificates for each shipment, Seller may provide annual blanket Certificates to cover multiple shipments during the calendar year.
- (D) Seller must notify Buyer in writing of any change in the Origin of the Article.

Clause 31 - ENTIRE AGREEMENT/SEVERABILITY/SURVIVAL

The Order, including attachments hereto, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties prior to the Order, except as expressly stated in these Terms and Conditions. However, nothing in this Clause 31 shall be construed as a limitation or exclusion of any right or remedy available to either party under applicable law. Buyer and Seller agree that the U.N. Convention on Contracts for the International Sale of Goods will not apply to any purchase and sale of Articles governed by these Terms and Conditions.

Clause 32 - INDEPENDENT CONTRACTOR

Seller is an independent contractor in all its operations and activities under the Order and all personnel furnished by Seller or used by Seller in the performance of the Order will be Seller's employees exclusively without any relation whatsoever to Buyer. Seller is responsible for all obligations and reporting requirements covering social security, unemployment insurance, worker's compensation, income tax, and any other reports, payments or deductions required by local, state, or federal law or regulation. Seller is not granted, expressly or impliedly, any right or authority to create any obligation or liability on behalf of or in the name of Buyer.

Clause 33 - BUYER INFORMATION

Seller agrees to comply with the terms of any Proprietary Information Exchange Agreement(s) with Buyer and to comply with all proprietary information markings and restrictive legends on information provided hereunder by Buyer to Seller. Seller agrees not to use any Buyer-provided information for any purpose except to perform the Order and agrees not to disclose such information to third parties without the prior written consent of the Buyer.

Clause 34 – CONFLICT MINERALS

Seller acknowledges that Buyer's ultimate parent company, Textron Inc., is subject to Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") and the implementing rule promulgated by the U.S. Securities and Exchange Commission ("SEC") which will require reporting related to tin, tantalum, tungsten and gold (the "Conflict Minerals") contained in products sold by Buyer. Seller shall promptly provide such written certifications concerning Conflict Minerals contained in products, components, parts and materials supplied to Buyer by Seller as Buyer may request from time to time. Seller acknowledges that for purposes of any reports Textron Inc. may file with the SEC, Buyer and Textron Inc. will rely on the accuracy and completeness of each such certification. Seller represents and warrants that it has adopted and will maintain a supply chain policy and procedure to conduct, and require its suppliers to conduct, a reasonable inquiry to determine (i) whether the products, components, parts or materials supplied to Buyer contain Conflict Minerals and (ii) whether the source of any such Conflict Minerals not derived from recycled or scrap materials may be the Democratic Republic of the Congo or an adjoining country and if so to perform due diligence to identify the facilities used to process such Conflict Minerals and make efforts to identify the location of each mine or location of origin of such Conflict Minerals with the greatest possible specificity. Seller represents, warrants and certifies that its products, parts, components and materials are not, and will not be, produced with child, indentured, forced or prison labor.

CLAUSE 35 – PROPER CONTRACT PRICE

- (A) The Seller shall guarantee that all the prices specified in the Order do not include any costs in violation of U.S. or local laws and warrant that this Order is made directly between the Seller and the Buyer.
- (B) The Seller shall guarantee that the prices stated in the Order do not exceed the Seller's regular domestic prices for similar quantities, timeframes and contract terms, and that the prices are not higher than those stated to other buyers similarly situated at the time of conclusion of this Order.
- (C) The Seller's violation of the provisions of this Article will entitle the Buyer to terminate this Contract and/or to claim refund for excessive price paid.
- (D) Unless otherwise specified, the price stated in the Order includes the costs of preparing and packing for shipment, container marking, and furnishing packing lists and test reports.

Clause 36 – THIRD PARTY RIGHTS

Only a party to an Order issued under these Terms and Conditions can enforce these terms. A person who is not a party to an Order issued under these Terms and Conditions shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Terms and Conditions.