

**Woven Electronics, LLC, a part of Collins Aerospace (“Seller”)**

**STANDARD COMMERCIAL TERMS AND CONDITIONS OF SALE**

**1. ORDERS**

Buyer will place all orders for goods and services (collectively, “Goods”) to be provided by Seller by sending to Seller a purchase order (the “Purchase Order” or “Order”). The Purchase Order shall contain only the Buyer and Seller identification, description, quantity, price, and/or delivery schedule of Goods by Buyer from Seller (the “Buyer Order Information”); and shall be subject to and governed solely by these Standard Commercial Terms and Conditions (the “Terms and Conditions”). Any terms or conditions set forth on any documents or forms utilized by Buyer, including, but not limited to, pre-printed terms and conditions on purchase order documents, and any communications (written or oral) between the parties that are inconsistent with, or are not included within, the Terms and Conditions contained herein, are expressly disclaimed and shall be of no force or effect unless expressly agreed to in writing by an authorized representative of Seller.

**2. ORDER ACCEPTANCE**

Acceptance of the Order shall be indicated by the written acknowledgement of Seller’s authorized representative. Seller shall not be obligated to accept any Order. Seller may not accept any Order issued at a time when Buyer is in default in its payments or other material obligations hereunder, notwithstanding the fact that notice of such default has not been given and/or that a cure period applies.

Seller’s acceptance of Orders is given only on the express understanding and condition that only these Terms and Conditions shall govern and establish any rights and obligations of the parties with respect to the Goods covered thereby. Seller’s failure to object to provisions contained in any document or communication from Buyer shall not be deemed a waiver of the application of the Terms and Conditions. Without limiting the generality of the foregoing, any terms or conditions set forth on any documents or forms utilized by Buyer and any communications (written or oral) between the parties that are inconsistent with or are not included within the Terms and Conditions shall be of no force or effect unless signed by an authorized representative of Seller.

If Seller is unable to furnish any Goods on the Order in quantity, size or otherwise, as specified and described on the Order, the Order acknowledgment will so indicate within fifteen (15) calendar days and may provide details as to recommended substitutes, including part number, description, price, and availability.

**3. ORDER OF PRECEDENCE**

Buyer and Seller agree that these Terms and Conditions are the only terms and conditions incorporated in Buyer’s Order and other than the Buyer Order Information contained in Buyer’s Order, all other terms and conditions on Buyer’s Order are hereby expressly disclaimed, even if Seller performs under the Buyer’s Order, unless expressly agreed to in writing by an authorized representative of Seller.

**4. CANCELLATION**

No cancellations of Orders by Buyer will be accepted within fifteen (15) calendar days of the earliest requested ship date. All cancellations of any order by Buyer sixteen (16) or more calendar days prior to the earliest requested ship date shall result in a cancellation charge to be reasonably determined by Seller based on such factors as whether the Goods were manufactured specifically for Buyer, Seller’s ability to change its production schedule within the period of the notice provided by Buyer and whether Seller acquired or allocated supplies or equipment to meet Buyer’s Order.

**5. CHANGES**

Buyer may by written notice request changes within the general scope of this Purchase Order to any one or more of the following: (a) drawings, designs, or specifications; (b) method of shipment

or packaging; (c) place of inspection, delivery, or acceptance; and (d) amount of Buyer-furnished materials.

Any proposed modifications will be evidenced by a written work change order submitted by Buyer and must be agreed to in writing by Seller. If, in Seller's discretion, the proposed modifications would cause an increase in the cost of, or the time required for the performance of, any part of the work in this Order, Seller shall be entitled to an equitable adjustment in the purchase price or delivery schedule or both.

The change will become effective, and Seller will commence performance, after the parties have agreed in writing upon any equitable adjustments applicable to the modifications, and the Purchase Order shall be deemed to be modified to include the modifications. Unless otherwise agreed in writing, upon performance of the change order, Seller will be entitled to invoice Buyer for the costs of the change, even if Seller agreed to proceed with the change prior to such written agreement.

## **6. DRAWINGS AND SPECIFICATIONS**

The Goods shall be manufactured to Seller's drawings and specifications, unless otherwise specified on Buyer's Order and agreed to in writing by Seller. Buyer's drawings and technical specifications (collectively, the "Buyer Specifications") shall be attached to the Order. Seller's compliance with any Buyer-specified modifications to the Buyer Specifications shall be subject to **Article 5 - CHANGES**.

Seller is reasonably entitled to rely on information supplied by Buyer concerning the Goods including but not limited to timely furnishing of designs, drawings, specifications, test parameters, and all other technical requirements which are the responsibility of Buyer.

## **7. INTELLECTUAL PROPERTY**

The Goods are based on technology developed solely by Seller, and Seller retains ownership of all intellectual property and data rights therein or generated in the performance thereof. No rights or licenses are granted to Buyer. Seller shall defend, or at its option, settle, any claim, suit or proceeding ("Claim") brought against Buyer based on an allegation that Goods manufactured and sold by Seller under this agreement directly infringe a valid United States patent, and Seller shall indemnify Buyer against any direct loss, damage or liability incurred by Buyer as a result of such Claim, provided: (a) Seller is notified promptly by Buyer in writing of the Claim and (b) Seller is given exclusive authority by Buyer and reasonable information and assistance by Buyer for the defense and/or settlement thereof.

In the event of a final adjudication by a court of competent jurisdiction that the Goods infringe such as patent and the use of sale thereof is enjoined (or in Seller's reasonable opinion, the use or sale is likely to be enjoined), Seller, shall, at its option, either (a) obtain for Buyer the right to continue using the Goods, (b) replace the Goods with non-infringing goods, (c) modify the Goods so they become non-infringing, or (d) refund to Buyer a pro-rata portion of the purchase price for the Goods.

Seller has no liability for any Claim based upon (a) infringement by Goods manufactured according to a design, specification or instruction provided or requested by Buyer; (b) infringement based upon the combination, operation, or use of the Goods with other products non supplied by Seller, wherein the infringement would not have occurred but for such combination, operation, or use, or (c) infringement resulting from changes made to the Goods without Seller's prior written consent.

The foregoing states the entire obligation of Seller with respect to intellectual property infringement indemnification.

For any part provided by Seller to Buyer which is made in accordance with drawings, samples or specifications of Buyer and is not solely the design of Seller, or which is made part of a combination of other parts not furnished by Seller, Buyer shall defend, indemnify, and hold Seller

harmless to the same degree and subject to the same requirements as set forth in Seller's obligations to Buyer above.

**8. DISPUTES**

Any dispute shall be communicated in writing. If Seller and Buyer cannot agree on a resolution of the dispute within 30 calendar days, the dispute shall be escalated to the respective director-level leadership of both Seller and Buyer for resolution. If the director-level leadership of Seller and Buyer are unable to resolve any dispute escalated to them within 30 calendar days, the dispute shall be escalated to the vice-president-level leadership of Seller and Buyer. If the vice-president-level leadership are unable to resolve any dispute escalated to them within 30 calendar days, Seller may suspend work on the disputed portion of the contract until resolution of the dispute; either Party may, subject to **Article 9 – GOVERNING LAW**, pursue any rights or remedies available to it hereunder.

**9. GOVERNING LAW**

This Order shall be governed by the laws of the State of New York, USA, excluding its conflict of laws rules other than as found in Section 5-1401 and 5-1402 of New York's General Obligations Law. The provisions of the Convention for the International Sale of Goods shall not apply.

Any and all disputes (whether arising in tort, contract or otherwise) arising under or in any way relating to the subject matter of this Agreement shall be governed by the laws of the State of New York, without regard to any conflicts of law principles applied in that State that would require application of any other law. Buyer and Seller each hereby consent to the exclusive jurisdiction and venue of the courts, state and federal, located in the State of New York, with respect to any action, suit or proceeding relating to this Agreement.

**10. ASSIGNMENT**

Neither Buyer nor Seller may assign, charge, transfer or otherwise dispose of an Order or any interests, rights, or obligations therein in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed, or conditioned. Notwithstanding the foregoing, Seller may assign any and all of its rights and obligations hereunder upon notification to Buyer to (i) any Seller-affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of Seller; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving Seller.

Notwithstanding the foregoing, any of the above items (i) through (iii) resulting primarily from a corporate reorganization, spin-off, split-off or similar corporate transaction involving Collins Aerospace(Collins), or any of Collin's affiliate ("Spinoff"), shall not be deemed to be an assignment [or change of control] pursuant to this Section [and/or [ADD CHANGE OF CONTROL SECTION, IF ONE IS INCLUDED]], provided that in connection with such Spinoff, a Third Party does not acquire Control of the entity subject to the Spinoff. For purposes of this Section, "Third Party" is defined as any entity other than Collins or any of its wholly owned subsidiaries or controlled affiliates, or any person(s) who control(s) Collins immediately prior to such Spinoff."

The terms "control", "controlling", "controlled by", and "under common control with" shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of a Person, whether through ownership of securities or other interests, by contract or agreement, or otherwise.

**11. COMPLIANCE WITH GLOBAL TRADE STATUTES AND REGULATIONS**

(a) In performing the obligations of this contract, both parties will comply with all applicable United States and Non-U.S. export control and sanctions laws, regulations, restrictions and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign

Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.), and any applicable non-U.S. laws, regulations, sanctions, and restrictions (collectively, "Export Control Laws and Regulations"). Buyer agrees that it will take measures to ensure that any goods or technical data received from Seller are not modified for or diverted for any use contrary to United States law, including any military application.

(b) The party conducting the export shall be responsible for applying for the required authorizations for the applicable export, although Seller shall have the sole authority to make or have made any required submissions to the United States Census Bureau to the extent that it is the U.S. Principal Party in Interest in the export. The party conducting the re-export/re-transfer shall be responsible for applying for the required authorizations. Each party shall reasonably cooperate and exercise reasonable efforts to support the other party in applying for the necessary licenses or authorizations required to perform its obligations under this contract. Neither party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant goods or technical data are subject to a license or other governmental approval specifically identifying Buyer as the end-user thereof, Buyer will not, directly, or indirectly, export, re-export, transfer, or re-transfer such goods or technical data received from Seller to any destination without Seller's prior written approval unless specifically permitted pursuant to such license or approval. Buyer shall indemnify and hold harmless Seller from any and all liability or other consequences arising because of a breach of clauses (a) or (b).

(c) The party providing any Items under this contract shall, upon request, notify the other party of the Items' Export Control Classification Numbers ("ECCNs") or applicable non-U.S. classification number as well as the ECCNs of any components or parts thereof if they are different from the ECCN of the Item at issue. Buyer shall be responsible for complying with all applicable export laws, including Export Control Laws and Regulations governing the export, re-export, transfer, and re-transfer.

(d) Items received in Violation of Export Laws: if Seller receives an Item from Buyer that, whether or not through Buyer's fault, is in non-compliance with the Export Control Laws and Regulations, Seller reserves the right to retain possession of such property ("quarantine"). Seller shall have no responsibility or liability for, and Buyer shall indemnify and hold Seller harmless against, any losses, claims, or damages incurred by Buyer or any third party resulting from Seller's quarantine of such unit.

## **12. WAIVER**

Failure or delay by either party to exercise or enforce any right conferred by this Purchase Order, including Seller's right to deliver invoices under this Purchase Order, shall not be deemed to be a waiver of any such right. Further, a waiver, express or implied, by either party of any default by the other in the observance and performance of any of the conditions, covenants or duties set forth in this Purchase Order shall not constitute or be construed as a waiver of any subsequent or other default.

## **13. EXCUSABLE DELAY**

Seller shall not be in default by reason of any failure in performance of this contract if such failure arises out of causes beyond the control of and without the fault or negligence of Seller including but not restricted to:

(a)(i) an act of God, act of Government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargo, unusually severe weather, riot, war, acts of terrorism or any other event which constitutes a superior force; (ii) interferes with the performance of Seller's obligations; and (iii) the effects of which could not reasonably have been avoided by Seller ("Excusable Delay").

(b) In addition to the events described in paragraph (A), a delay caused by the default of a subcontractor of the Seller shall constitute an Excusable Delay if the event causing the default of such subcontractor is an event which meets the criteria set out in paragraph (A) and such delay has not been caused by Seller, unless the subcontracted supplies or services were obtainable at reasonable prices on commercially reasonable terms from other sources in sufficient time for Seller to meet the required delivery schedule.

In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. No adjustment will be made to price under this Purchase Order; adjustment of the delivery schedule is the exclusive remedy of Seller for an Excusable Delay.

Notwithstanding the above, after an Excusable Delay has continued for a period of one hundred and eighty (180) calendar days in the aggregate the Buyer may, in the Buyer's absolute discretion, terminate this Purchase Order. In the event of such termination, the rights and obligations of Buyer and Seller shall be determined in accordance with the provisions of **Article 4 – CANCELLATION**.

**14. BUYER-FURNISHED PROPERTY**

Seller acknowledges that all drawings, specifications, patterns, technical data, molds, forms, equipment, and materials developed or prepared by Buyer at Buyer's sole expense, which are provided to Seller by Buyer to facilitate Seller's production of the Goods or performance of the Services, and all copies thereof ("Buyer Materials"), shall remain the property of Buyer. Upon demand by Buyer, Seller shall promptly return or deliver to Buyer all Buyer Materials at Buyer's cost. Buyer agrees that it has adequate insurance on all the Buyer Materials, and Seller assumes no liability for loss or damage to said property, including normal and reasonable wear and tear. If this contract requires the use of Buyer-Materials, Buyer shall furnish it in accordance with the schedule defined in this contract. Buyer's failure to do so shall entitle Seller to an equitable adjustment in cost, schedule, or both in accordance with **Article 5 - CHANGES**.

**15. TOOLS AND MATERIALS**

Title to all tooling, equipment or materials furnished or paid for as a direct charge or called out as a special item for use hereunder shall be and remain with Buyer. Upon completion or termination of the applicable Purchase Order, Seller shall return any such material to Buyer. Seller assumes no liability for loss or damage to said property, including normal and reasonable wear and tear.

**16. SUBCONTRACTS**

Seller may subcontract any part, or all of the work or services to be provided under this Purchase Order without Buyer's prior written consent.

**17. ACCEPTANCE OF GOODS**

Unless otherwise mutually agreed in writing, Goods are sold only with Seller's standard quality control tests and calibrations and Seller's standard documentation. Not later than fifteen (15) calendar days from the delivery date, Buyer shall notify Seller in writing upon receipt of Goods of all discoverable defects, including quantity shortages, incorrect product, and visible defects. In the event Buyer fails to inspect the Goods or does not present a rejection notice to Seller in writing within fifteen (15) calendar days of the delivery date, the Goods shall be deemed accepted. At that time, Buyer's only recourse or remedy for non-conforming or defective Goods shall be as provided in the warranty section of this agreement.

**18. RETURNED GOODS**

No return of Goods will be accepted by Seller without Seller's prior written authorization. Returned Goods must be in original manufacturer's shipping cartons complete with all packing materials.

**19. PACKING, CRATING AND SHIPPING**

The Goods shall be suitably packaged and prepared for shipment using standard commercial practices to withstand normal transportation and stocking functions.

**20. CONFIDENTIAL INFORMATION**

Any and all information disclosed or provided by Seller to Buyer in connection with this Purchase Order is proprietary and confidential to Seller. Buyer shall hold such information in confidence, shall not disclose it to any third party without the prior written consent of Seller's authorized representative, and shall use such information only as necessary to use the Goods delivered by Seller under this Order.

Buyer agrees that in the event of a breach or threatened breach of the provisions of this clause, and in addition to any other rights or remedies the Seller may have at law or in equity, Seller may seek injunctive or other equitable relief compelling compliance with the confidentiality obligations.

**21. SOFTWARE PROVISIONS**

All computer software provided to Buyer under these Terms and Conditions is copyrighted by Seller and is licensed to Buyer. Seller grants to Buyer a nonexclusive, non-transferable license to use the software provided hereunder i) during the normal operation in or with Seller products which are installed, or are intended to be installed, on aircraft, ii) in the analysis or the formatting of reports using data from such Seller products, or iii) on products that are used to test, maintain, download or process information compiled by Seller products. Making copies of software is prohibited. The software may not be sub-licensed, transferred or loaned to any other party, except that Buyer may transfer the software in conjunction with the resale of any equipment in which the software is installed or with which it is used. Buyer may not, either itself or with the assistance of others, make modifications to the software or perform any operation on software to recover any portion of the program listing, object code or source code or any information contained therein. This software license is effective as of the date of first delivery hereunder and shall continue until terminated by Buyer upon thirty (30) calendar days prior written notice to Seller, provided Buyer ceases using and either returns or destroys Seller software: or, by Seller if Buyer does not comply with any of the terms and conditions of this software license and Buyer fails to remedy such failure within thirty (30) calendar days after having received notice from Seller of such failure.

**22. SHIPMENT AND RISK OF LOSS**

Title to the Goods shall pass to Buyer upon delivery.

The Goods shall be delivered International Chamber of Commerce (Incoterms® 2020). Risk of loss shall pass to Buyer when Seller makes Goods available to Buyer at Seller's facility. Risk of loss also shall be transferred to Buyer if shipment or collection is refused due to Buyer's act or omission. Buyer shall be solely responsible for providing and paying for shipping insurance. Further, Seller shall not have any liability for any loss resulting from uninsured or under-insured Goods.

Incoterms® rules – International rules for the interpretation of the most commonly used trade terms defining the responsibilities of buyers and sellers for the delivery of goods in international commercial transactions. Incoterms® are published by the International Chamber of Commerce, Paris (current revision is "Incoterms® 2020"). Should the Incoterms® rules be revised such that the intentions of this agreement are materially affected, the parties agree to renegotiate applicable terms as required.

**23. DELIVERY SCHEDULE** Buyer acknowledges that any delivery schedule provided by Seller is only an estimation of the lead times. Seller will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery schedule but shall not be liable to Buyer for failure to meet any delivery schedule or for the costs to procure or design substitute goods.

Seller reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified in Buyer's order shall not relieve Buyer of its obligation to accept delivery and

pay for the Goods delivered. Buyer shall not refuse to accept delivery or any consignment or installment on account of any shortage or defect in any other delivery.

Delays or changes in schedules resulting from Buyer's acts or omissions shall be subject to price adjustments in Seller's sole discretion. If a delivery is delayed at Buyer's request by more than thirty (30) calendar days after ready for shipment notification, Seller may charge demurrage costs in the amount of zero-point five percent (0.5%) of the purchase price of the Order for each month or partial month of delay up to a maximum of five percent (5%) of the total purchase price.

#### **24. PAYMENT TERMS**

Payment shall be received not later than thirty (30) calendar days after the date of Seller's invoice. Payment shall be made in full, without any set-off or deduction whatsoever in the currency in which the invoice is presented. Interest will automatically and without any notice of default accrue on overdue invoices from the due date until payment at the rate of the lower of: (i) eighteen percent (18%) per annum; or (ii) the highest interest rate permitted by United States law. Buyer will be responsible for any litigation costs and attorneys' fees associated with collection of past due invoices. In the event the Buyer has failed to pay any of its invoices on time in accordance with the terms of this agreement the Seller reserves the right to suspend all outstanding deliveries of the Goods to the Buyer unless and until all such outstanding payments have been made to the Seller. It is acknowledged that any such suspension will not constitute a breach of this agreement on the part of the Seller.

#### **25. TAXES**

##### **For Domestic Orders:**

(a) All prices stated in this agreement shall be exclusive of sales tax, use tax, value-added tax, goods and services taxes or similar taxes.

(b) Buyer shall pay the cost of any sales, use, value-added, excise, transfer and other similar taxes or other governmental fees, duties, and assessments which Seller is required by applicable law to charge to Buyer as a result of the transactions contemplated by this agreement, unless Buyer shall have timely provided to Seller a valid and properly completed exemption certificate certifying that Buyer is not subject to such taxes or amounts.

(c) Both parties agree to co-operate to eliminate or reduce any applicable taxes, duties, interests, penalties, or similar charges which may be payable by either party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either party becomes subject to additional taxes, duties or similar charges which increases their financial liability during the term of this agreement, both parties will negotiate in good faith to attempt to reduce or eliminate such additional taxes, duties, and similar charges. This is provided that neither party need take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

##### **For International Orders:**

(a) All prices stated in this agreement shall be exclusive of sales tax, use tax, value-added tax, goods and services taxes or similar taxes including all duties fees and other charges associated with the import to the Buyer's location.

(b) Seller shall have no liability for any assessments, taxes, levies, or charges due or becoming due, whether imposed on Seller or Buyer, in connection with the performance by Seller of its obligations under this agreement other than Taxes, as defined below, imposed on Seller's net income. For the purposes of this agreement, taxes shall include, but not be limited to, sales, use, withholding, value added tax, stamp, excise, gross receipts, transfer, income tax, withholding tax,

profits tax, turnover tax, tax payable on the income of expatriate employees, port dues, import, export and custom duties and any related penalties and interest ("Taxes").

(c) In the event such Taxes are imposed on Seller, Buyer shall reimburse the Seller for such Taxes within fifteen (15) calendar days of written request.

(d) All payments shall be made without deduction or withholding. If Buyer is required by any law to make any deduction or withholding from any amount payable to Seller, then the amount payable to Seller shall be increased such that after all deductions and withholdings, the amount paid to Seller shall be equal to the amount to which Seller would have been entitled under this agreement had no deduction or withholding been required.

(e) Any amounts withheld by Buyer shall be timely remitted to the relevant authority as required by law. Buyer shall promptly provide the Seller with an official receipt or certificate in respect of the payment of such amounts.

(f) Both parties agree to co-operate to eliminate or reduce any applicable taxes, duties, interests, penalties, or similar charges which may be payable by either party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either party becomes subject to additional taxes, duties or similar charges which increases their financial liability during the term of this Agreement, both parties will negotiate in good faith to attempt to reduce or eliminate such additional taxes, duties, and similar charges. This is provided that neither party need take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

## **26. STOP WORK**

When directed by written notice from Buyer (a "Stop Work Notice"), Seller shall promptly stop all or part of the work relating to the applicable Order to the extent specified in the Stop Work Notice for a period of up to ninety (90) calendar days or longer if extended by mutual agreement. When a Stop Work notice is removed, Buyer and Seller shall promptly negotiate an equitable adjustment in the delivery schedule, scope and/or price, and the Order shall be modified in writing accordingly. Seller shall resume work subject to agreement on the equitable adjustment. Failure by Buyer to lift the Stop Work order within the specified time shall be treated as a cancellation, at Seller's option. Notwithstanding anything to the contrary in **Article 4 – CANCELLATION**, Seller shall be entitled to reasonable compensation for all costs incurred as a result of the Stop Work and Cancellation.

## **27. WARRANTY**

New Goods or products supplied by Seller under this agreement are warranted to be, at the time of delivery of the product, free from defects in material and workmanship. The warranty period shall be twelve (12) months from the date of delivery by Seller. If, at the time of delivery of the product, any such product is found to be defective in material or workmanship, Seller shall, if it confirms existence of the defect, repair or, at its option, replace such defective product at its expense and with reasonable promptness. Buyer shall provide Seller with written notice of a claimed defect within three (3) months after the defect becomes apparent to Buyer but in no event later than one year from the date of delivery of the Goods to Buyer. Said notice will contain reasonable proof that the claimed defect is covered by Seller's warranty. Seller's obligation hereunder is further conditioned upon return of the defective Goods to Seller within such period. The warranty period for Goods or parts thereof that have been repaired or replaced shall be six (6) months or the remainder of the original warranty period, whichever is greater.

**Warranty Exclusions:** Seller's warranty does not extend to any Goods which i) have been subjected to misuse, neglect, accident, improper, unintended or non-conforming installations; or ii) are used for purposes not included or not in accordance with Seller's prescribed operational maintenance procedures and instructions; or iii) which have been repaired or altered by Buyer or



persons other than Seller (except as otherwise authorized by Seller) using practices that do not conform with Seller's prescribed maintenance and repair procedures; or iv) which have been damaged by secondary causes which are inconsistent with applicable product specifications, including but not limited to, improper voltages, adverse or extreme environmental conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed.

**28. LIMITATION OF LIABILITY AND DISCLAIMER OF OTHER WARRANTIES**

The only warranties made by Seller are those expressly provided herein. Any other statements expressed in the contract, including but not limited to proposals, specifications, drawings, or manuals shall not be deemed to constitute a warranty of the products. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY CLAIMS, EXPENSES OR DAMAGE ARISING OUT OF OR RELATED TO PRODUCTS DELIVERED UNDER THIS CONTRACT.

SELLER'S LIABILITY WITH RESPECT TO NONCONFORMING OR DEFECTIVE GOODS IS LIMITED TO BUYER'S NET CURRENT PURCHASE PRICE, AFTER CASH AND OTHER DISCOUNTS, OF ANY SUCH GOODS OR, AT SELLER'S OPTION, TO THE REPAIR OR REPLACEMENT OF SUCH GOODS UPON ITS EVALUATION BY SUPPLIER'S TECHNICAL REPRESENTATIVES OR ITS RETURN TO SUPPLIER, TRANSPORTATION CHARGES PREPAID.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, SELLER'S TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY BUYER TO SELLER UNDER THIS AGREEMENT.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, SELLER SHALL IN NO EVENT BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR LOST PROFITS, LINE STOP, RECALLS, HARM TO BUSINESS OR BUSINESS REPUTATION, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**29. PARTIAL INVALIDITY AND SEVERABILITY**

If any provision of the Order or the Terms and Conditions, including any limitation of warranty or liability, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the parties agree to negotiate in good faith to draft a new legal and enforceable provision that, to the maximum extent possible, comports with the original intent of the parties and maintains the economic and other terms to which the parties originally agreed. If after thirty (30) calendar days the parties have been unable to reach agreement, the Order will be deemed terminated and may result in a cancellation charge in accordance with the provisions of **Article 4 – CANCELLATION**.

**30. INDEPENDENT CONTRACTOR**

Neither party is a partner, agent or legal representative of the other party and no fiduciary relationship between the parties is created by this Order. Seller is an independent contractor in the performance of the Order, and each party retains authority to manage its personnel, workers, subcontractors, and operations required for performance of its obligations hereunder.

**31. PUBLICITY**

This Order does not confer any right to use any name, trademark, or other designation of either party in any advertising, publicity, or marketing activities. Neither party will issue press releases, advertising, sales promotions or other publicity documents or information referring to the other party without prior written consent of the other party.

**32. CHOICE OF LANGUAGE**

The Order, these Terms and Conditions, any document referenced herein or attached hereto, any report, any drawings or other technical information, or any notice or binding communication shall be drafted in English, shall be interpreted in accordance with the plain English meaning of their terms, and shall employ the units of measure customarily used by Seller in the United States.

**33. U.S. GOVERNMENT CONTRACT CLAUSES**

If this Order is a subcontract for commercial items or commercial components to a U.S. Government prime contract, the clauses specified in FAR 52.244-6 and DFARS 252.244-7000 as prescribed by FAR 44.403 and DFAR 244.403, respectively, shall apply.

For all other purchase orders, agreements, or transactions, any U.S. Government contract clauses incorporated by reference are only applicable to this subcontract pursuant to the guidelines and prescriptions relating to mandatory flow down contained within the particular clause and based upon the specified contract value or contract type as defined in the FAR, DFARS, and other agency supplements, or other applicable regulatory requirement.

**34. USE OF PURCHASED PARTS**

Repairs, maintenance, and modifications of equipment using Goods purchased from Seller must be performed as specified in the applicable component maintenance or overhaul manual and/or service bulletin, by technically competent personnel. The repairs, maintenance, and/or modification are to be accomplished utilizing tooling and test equipment, as specified in the manual or service bulletin, in a repair facility approved by the appropriate governing airworthiness authority. Buyer, in purchasing Goods hereunder, agrees to execute a technical publications general terms agreement (GTA) prior to such purchase and, represents and warrants that the end user of such Goods will consume such Goods in repairs, maintenance and/or modifications as specified herein and that such end user has executed a technical publications general terms agreement (GTA) and has purchased or appropriately acquired the component maintenance manual(s) relating to such Goods (as well as any applicable updates thereto) from Seller or Seller's authorized representative, or has independently developed data, which has been approved by the appropriate governing airworthiness authority, relating to the use of such Goods in repairs, maintenance and/or modifications of equipment.

If Buyer does not comply with the provisions of this article, Buyer agrees to defend, indemnify, and hold harmless Seller from any and all claims, loss or expense resulting directly or indirectly from such noncompliance. Buyer also agrees that failure to comply with the requirements of this article shall create a presumption that Buyer is misusing Seller's component maintenance manuals and other proprietary information and is thereby causing Seller irreparable harm. As a result, Buyer agrees that failure to comply with the above requirements shall entitle Seller to relief (including, but not limited to, injunctive relief and appropriate damages). In addition, Seller shall be entitled to reject future orders of Buyer unless/until Buyer confirms, to Seller's satisfaction, compliance with the provisions of this article.

**35. COMPLIANCE WITH FAIR LABOR STANDARDS ACT**

Seller hereby certifies that all Goods sold hereunder which are produced or manufactured in the United States of America are produced in compliance with the Fair Labor Standards Act of 1938, as amended (29 U.S. Code 201-219). All requirements as to the certificate contemplated in the

October 26, 1949, amendment to the Fair Labor Standards Act of 1938 shall be considered as satisfied by this certification.

**36. INSOLVENCY**

In the event either party shall file a voluntary petition, or any comparable petition, for bankruptcy, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship, or similar proceeding for the protection or relief of financially distressed debtors, the other party shall have the right to suspend or terminate operations hereunder with immediate effect upon written notice to the other party and to the fullest extent permitted by law.

Seller has the right to demand adequate assurance from Buyer of Buyer's ability to pay for Goods purchased. In the event Buyer is unable to or unwilling to provide such adequate assurance, Seller may suspend or terminate operations hereunder. Seller's right to adequate assurance from Buyer shall not be affected by Buyer's filing for bankruptcy, rehabilitation, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship, or similar proceeding.

**37. ANTI-BOYCOTT COMPLIANCE**

Seller complies with all U.S. laws directed against foreign restrictive trade practices or boycotts as embodied in the Export Administration Act of 1979 (as amended), the Tax Reform Act of 1976 and all regulations and guidelines issued hereunder. Accordingly, to the extent that any Buyer Orders or other documents contain prohibited provisions, Seller takes specific exception and objects to these provisions which are not in compliance with the referenced laws and regulations. To avoid delays in processing Buyer Orders, all prohibited provisions shall be deemed deleted from Orders or other documents.

**38. COPYRIGHT**

Seller electronic firmware assemblies contain computer programs which are protected by copyright. All rights reserved are under copyright laws of the United States of America and other countries. Such computer programs may not be reproduced, in whole or in part, in any form, without prior written authorization from Seller.

**39. ATTORNEY'S FEES**

If Seller brings an action or asserts a counterclaim for enforcement of the Terms and Conditions of any Order, Buyer agrees that Seller shall be entitled to an award of its reasonable attorney's fees and court costs associated with such enforcement or counterclaim proceedings in the event of a favorable judgment for the Seller.

**40. ENTIRE AGREEMENT**

The Terms and Conditions, including any exhibits and attachments hereto, comprise the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, representations, agreements, and understandings, whether oral or written, except as stated herein.

**41. DATA PRIVACY**

41.1 Compliance with Law. The products and/or services being provided may necessitate the collection and exchange of Personal Information (i.e., information related to any identified or identifiable natural person or, in case of a conflict with applicable law, which is subject to any applicable data privacy laws). The parties will comply with applicable data privacy laws governing Personal Information processed in connection with this Agreement. The parties take all reasonable commercial and legal steps to protect Personal Information.

41.2 Rights and Obligations.

- a. If Buyer provides Seller with Personal Information, Buyer will ensure that it has the legal right to do so. Buyer will notify the individuals whose Personal Information it has provided to Seller prior to providing it to Seller.

- b. Seller may share Personal Information with Seller's service providers in accordance with applicable data privacy laws and with appropriate protections.
- c. Seller may store Personal Information on servers located and accessible globally by COLLINS entities and their service providers with appropriate protections in place.
- d. If Seller processes Personal Information under this Agreement, Seller will retain the Personal Information for the term of this Agreement and thereafter as required under this Agreement, to protect Seller's legal rights, or as required or permitted by law or audit requirements.
- e. If the Personal Information is involved in a Data Breach Incident (i.e., a set of circumstances that involve unauthorized access to or possession of, or the loss or destruction of, Personal Information), the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the notifying party shall make reasonable efforts to coordinate with the other party to allow input into the notification before it is made.
- f. While performing under this Agreement, if a party learns of any: (i) complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party. The parties shall provide reasonable commercial assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy, and/or cooperating in the conduct of and defending against any claim, court, or regulatory proceedings.
- g. If the products and/or services involve the transfer of Personal Information from any country in the European Economic Area, the United Kingdom (if no longer a part of the European Economic Area) or Switzerland (collectively, "EEA/UK/CH") to outside the EEA/UK/CH, then the Buyer and Seller agree that the Standard Contractual Clauses adopted by the European Commission in Decision 2021/914/EU (hereinafter the "SCCs") are incorporated by reference as if set forth herein. In addition, transfers from the UK to locations outside the UK that do not have an adequacy decision shall also be governed by the Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the Information Commissioner's Office and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses, which are incorporated by reference as if set forth herein (hereinafter "UK Mandatory Clauses"). To the extent the foregoing data transfers are applicable, the Buyer and Seller will reasonably cooperate with each other in executing data transfer agreements if as legally required.

#### **42. OBSOLESCENCE / DIMINISHING MANUFACTURING SOURCES**

42.1 For purposes of this clause, the following definitions apply:

- a. "Diminishing Manufacturing Sources (DMS) Components" are defined as components required for the manufacture, repair, or support of the equipment being provided under this purchase order, which cease to be stocked, manufactured, or otherwise supplied as regular product lines by qualified suppliers, or otherwise become unavailable to Seller without substantial price increases or unacceptable delivery schedules.
- b. "Substantial Price Increases" are defined as the most recent price quotations for components from qualified suppliers that exceed by 5 percent the Seller's verifiable records of price quotations or invoices for purchases for such components which were the basis of the proposed, negotiated, and agreed upon pricing for the equipment herein, plus escalation in accordance with either (Global Insight for forecasting requirements or

Bureau of Labor Statistics ([www.bls.gov](http://www.bls.gov)) for actuals) to the date of receipt of the most recent quotation.

- c. "Unacceptable Delivery Schedules" are defined as the most recent delivery schedules quoted by qualified suppliers that exceed Sellers' verifiable records of quoted delivery schedules for the equipment herein, and which will, or are reasonably likely to, cause Seller to be delinquent in its delivery schedule obligations under this purchase order.

42.2 If, during this agreement, Seller determines that any component of the equipment being provided under this purchase order has become a DMS component, then Seller shall notify Buyer. Upon Buyer's receipt of such notice, the parties shall negotiate promptly and in good faith any modification to this purchase order necessitated by the DMS component(s), including but not limited to an equitable adjustment to the price, delivery schedule, or both, or the authority for Seller to substitute components meeting the form, fit, and function requirements of this purchase order.

42.3 In no event shall Seller be responsible for any loss or damage, or otherwise, due to any delay or failure in performance if such delay or failure results because any component of the equipment being provided under this purchase order becomes a DMS component.

#### **43. ANTI-BRIBERY/CORRUPTION**

Anti-bribery/corruption: Each Party is committed to conducting its business fairly, impartially, and ethically. Accordingly, each Party represents and warrants that (a) it has adopted its own Code of Ethics that prohibits bribery and corruption, (b) its employees are required to conduct their affairs in accordance with the Code of Ethics and (c) it has instituted adequate procedures designed to prevent any person working for it, or engaged on its behalf, from committing offences of corruption, and to conduct business consistent with the principles set forth in its Code of Ethics.

Each Party understands and agrees to comply with the provisions of the Foreign Corrupt Practices Act (FCPA), the United Kingdom Bribery Act (UKBA) and any similar laws or regulations of any applicable jurisdiction in which performance of this Agreement occurs (collectively "Anti-Corruption Laws"). Neither Party has nor will, directly or indirectly, pay, offer, give, or promise to any person or organization anything of value for the purpose of securing an improper advantage or improperly influencing any act or decision by such person or organization in order to obtain or retain business with regard to its activities under this Agreement. Each Party understands and agrees that this Agreement is subject to an automatic and immediate termination if provisions of **Article 43 – Anti-Bribery/Corruption** are violated.