

0. DEFINITIONS

In these General Terms and Conditions of Purchase, the terms given below will have the following meaning:

Buyer shall mean Rockwell Collins France, incorporated under the laws of France, registered under the number 602 020 737, RCS Toulouse, with its Head Office in 6 avenue Didier Daurat, BP 20008, 31701 Blagnac Cedex, France and its successors and assignees.

EDI or "Electronic Data Interchange" means a standard format for exchanging business data via IT means.

Intellectual Property Rights means any intellectual and industrial property rights recognized by any law including but not limited to patents, utility models, copyrights, authors' rights, domain names, know-how, drawings, logos, plans, any sort of data, technical notes, prototypes, processes, methods, algorithms, any technical-related documentation, any software, registered designs and other designs whether it pertains to the Background IP (as defined hereafter) or the Foreground IP (as defined hereafter).

Item means the hardware, software or services purchased by the Buyer under the Order and those General Terms and Conditions.

Order means any purchase order placed by the Buyer for the purchase of the Item and to which those General Terms and Conditions of Purchase shall apply.

Seller means the supplier or the recipient of documents or data that were sent to him during the pre-contractual period

1. ACCEPTANCE OF ORDER

An Order is considered as accepted by the Seller under the specific terms and conditions stipulated in the Order and under these General Terms and Conditions, if no reservations formally accepted by Buyer have been addressed to Buyer ten (10) days after receiving the Order. Notwithstanding the above-mentioned clause and, as a matter of form, eight (8) days after receiving the Order the Seller shall return the Order acknowledgement of receipt annexed to each Order to Buyer duly approved and not containing any modifications or reservations that have not received Buyer's prior approval. Seller's commencement of performance or acceptance of the Order in any manner shall conclusively evidence agreement to the Order as written.

2. SHIPPING TERMS

All Items shall be shipped DDP (Incoterm 2000) to the Buyer's head office, unless otherwise indicated in the Order. The package shall contain a delivery note drafted by the Seller giving all the information necessary to identify the Item, and, in particular, a packing list of contents, the Order references, the type, the references, the number of Items supplied and the name of the transporter. The certificates and test reports performed by the Seller in compliance with paragraph 8 "Inspection and Acceptance" below will also be included in the package. Seller must follow Buyer's routing instruction as specified in a letter of instruction from the Buyer's. Items furnished in quantities other than that specified by Buyer on the Order are subject to Buyer's rejection and return at Seller's expense.

The transfer of risks shall take place on delivery at the agreed destination.

3. DELIVERY SCHEDULE

The contractual delivery date for the Items is stipulated on the Order. This delivery schedule is firm and constitutes formal notice to deliver when the term expires in compliance with article 1139 of the French Civil Code.

Without its prior agreement, early deliveries with respect to the date stipulated in the Order cannot be accepted by Buyer and may be returned to the Seller at the latter's risk and expense.

Late deliveries are subject to Buyer's rejection and return for credit at Seller's expense. The Seller undertakes to inform Buyer as soon as an event occurs that is likely to cause a delay in the delivery. The Seller undertakes to implement all the measures necessary to make up this delay at its own cost.

The Seller will be subject to penalties as of right if the delivery is made after the contractual delivery schedule. These penalties will be deducted from the payments and will correspond to the penalties paid by Buyer to its customer as a result of the Seller's default, with a minimum of 1/1000th per day of delay, calculated on the basis of the price of the aggregate number of Items which are affected by the delay without prejudice to any right of the Buyer may have at law or under the Order.

4. SPECIFICATIONS

All Items ordered to specifications shall comply with such specifications current as of the date of this Order, as amended from time to time, unless otherwise specified by Buyer.

5. CHANGES

- a) Buyer may at any time, by written notice, make changes in the specifications, designs or drawings, samples or other description to which the Items are to conform, in methods of shipment and packaging, or place of delivery. If such change causes an increase or decrease in the cost of, or the time required for, the performance of any part of the work under the Order, an equitable adjustment shall be made in the price or delivery schedule, or both, and the Order modified accordingly. Any claim for an equitable adjustment must be made within thirty (30) days of the receipt of such notice. The equitable adjustment shall be made based on negotiations between Buyer and Seller. Nothing in this clause shall excuse the Seller from proceeding without delay to perform the Order as changed. Seller shall make no substitutions or changes to the form, fit, or function of the Items furnished to Buyer by Seller hereunder without prior written notice and approval in writing from Buyer.
- b) The review or approval by Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared hereunder shall not relieve Seller of any of its obligations under the Order, nor excuse or constitute a waiver of any defects or nonconformity in any Items furnished under the Order, nor change, modify or otherwise affect any of the provisions of the Order, including, but not limited to, the prices and delivery schedules contained herein.

6. PAYMENT

Seller shall issue the invoices upon delivery of Items or completion of the services. The invoices shall be sent to the address given on the Order. Unless otherwise specified in the Order, no down payment shall be paid on receipt of Order. For those Products and services supplied in accordance with the terms of the Order, including without limitation the applicable technical specification, the invoices shall be paid by bank transfer (i) on the 15th day of the month following a period of 30 days as from the date of invoices for services ; (ii) following a period of 60 days as from the date of invoice for Items, whether hardware or software.

In the event of early delivery that has not been requested by Buyer, the payment term begins to run at the contractual delivery date and after Item acceptance by Buyer.

In case of delay, late payment interest shall automatically apply at a rate equal to the current French legal interest rate multiplied by three (3).

7. WARRANTY

Seller warrants that Items supplied by Seller hereunder shall be of merchantable quality, free from defects in material and workmanship and conform to Buyer's specifications and to all drawings, samples or other descriptions furnished or adopted by Buyer. Such warranties, together with Seller's service warranties and guarantees, if any, shall survive inspection, test, acceptance, and payment for the Items and shall run to Buyer, its successors, assigns and customers. Buyer may, at its option, (i) either return for credit or refund the defective or nonconforming Items; or (ii) require prompt replacement of the defective or nonconforming Items; or (iii) require prompt correction. In the event the Buyer exercise its option in sub-article (iii) the Seller shall, upon receipt of the warranted Items, correct with all due care and at its entire expense all defective Items or all Items which do not comply with the manufacturer's specifications.

In the event of either Buyer's option in (i); (ii) and (iii), the Seller shall indemnify and hold harmless the Buyer and/or its customers for any consequences suffered as a result of these defects entailed for Buyer and its customers, provided that the Items have been used under the conditions specified in writing by the Seller, if any. Seller shall be responsible for the cost of shipping Items that are (i) not as warranted and are returned to Seller, and (ii) supplied by Seller to Buyer as replacements or repairs to those described in (i).

In the event of the Seller not being able to perform correctly the provisions of this clause, Buyer reserves the right to perform or to have performed the necessary work at the Seller's expense and without prejudice to Clause 9 "cancellation/termination".

Items required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection and Acceptance" in the same manner and to the same extent as Items originally delivered under this Order, but only as to the corrected or replaced part or parts.

8. INSPECTION AND ACCEPTANCE

All Items and services provided pursuant to the Order by Seller or Seller's subcontractors shall be subject to inspection and test at all reasonable times and places, including during their manufacture, by Buyer and Buyer's customers (including representatives of governments). Unless otherwise specified in the Order by the Buyer, all Items and services are also subject to final inspection and acceptance at Buyer's plant or other specified place of delivery notwithstanding any payments or other prior inspections. The Seller shall be responsible

for ensuring that the Items and services conform to the contractual acceptance conditions in the Order, if any, and for the associated costs thereof. During the controls being performed or having been performed by Buyer if an Item is declared defective or not to conform to its specifications, it will be returned to the Seller at the latter's risk and expense. A credit note will be established for the rejected Item, notwithstanding any claim for damages that Buyer may make. Notwithstanding any provision to the contrary in the Order, inspections and acceptance of the Items, or waiver thereof shall not relieve the Seller from full responsibility to supply Items conforming to the requirements of the Order, nor prejudice any claims of the Buyer on the grounds of the supply by Seller of defective or unsatisfactory Items.

At Buyer's request, the Seller shall provide a certificate guaranteeing that the Items comply with the specifications stipulated in the Order. In the event of specific tests being specified, the results of these tests shall be annexed to the above-mentioned certificates.

Buyer reserves the right to carry out controls for work that has been executed in compliance with Buyer drawings or specifications

9. CANCELLATION/TERMINATION

Buyer shall have the right to cancel the Order or any part thereof at any time:

- (a) **For Convenience** – In case of cancellation by Buyer of all or any part of the Order without cause, any cancellation claim must be submitted to Buyer within sixty (60) days after the effective date of cancellation and shall be subject to an audit. Buyer's maximum liability shall be limited to the following:
- (i) Payment for those Items already delivered and accepted by Buyer plus the proportionate part of the unit price for those Items in the process of manufacture, inspection, or test prorated to the state of their completion by Seller. Seller shall certify, with respect to all items of termination inventory included in the termination claim, the costs of which were taken into account in arriving at the amount of the termination claim. Certification shall establish that all such Items are properly allocable to the terminated portion of the Order, that such Items are not in excess of the reasonable quantitative requirements of the terminated portion of the Order, and that such Items do not include any Items reasonably usable without loss to Seller on its other work.
- (ii) Upon receipt of a notice of cancellation from Buyer, Seller shall stop work and immediately take the necessary action to ensure that all work under the Order shall cease and to the extent specified in Buyer's notice of cancellation, that all subcontracts and orders are forthwith terminated immediately. The provisions of this subparagraph shall not limit or affect the right of Buyer to cancel the Order For Cause and shall not apply to a breach of contract.
- (b) **For Cause** — Buyer may by written notice to Seller, without prejudice to any other rights or remedies provided under the Order or by law, terminate with immediate effect and with no other legal formality the Order in whole or in part in any of the following circumstances:
- (i) if Seller has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
- (ii) if Seller fails to perform the work or deliver the supplies in accordance with the performance requirements or delivery schedules specified herein or any extension thereof; or
- (iii) if Seller (A) fails to perform any of the other terms of the Order, or (B) so fails to make progress as to endanger the performance of the Order in accordance with its terms, and in either of the two circumstances enumerated in this provision 9(b)(iii)(A) or 9(b)(iii)(B), does not cure such failure within a period of ten (10) days (or such longer period as Buyer may authorize in writing) after receipt of notice from Buyer specifying such failure. In the event Buyer terminates the Order in whole or in part as provided in paragraph (b) of this provision, Buyer may procure from any other supplier, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated. The Seller shall be liable and indemnify the Buyer for any damages suffered by the Buyer and/or its customer in consequence of such termination, including without limitation costs, reasonably incurred for re-sourcing of similar supplies or services, and any damages suffered by the Buyer's customer. The Seller shall continue the performance of the Order to the extent not terminated under the terms of this provision.
- (c) **For Force Majeure**— Should an event of force majeure as defined in Clause 16 continue for a period exceeding 30 days, Buyer shall have the right to immediately cancel the Orders affected by such force majeure event. Any cancellation claim must be submitted to Buyer within sixty (60) days after the effective date of cancellation and shall be subject to an audit. Notwithstanding any provision to the contrary, the Buyer's shall not pay any amount higher than the amount payable for the Items already delivered and accepted by Buyer until the date of cancellation.

10. LIMITATION OF LIABILITY/DISCLAIMER OF DAMAGES

Buyer's maximum aggregate liability for its acts or omissions hereunder shall be limited to a sum no greater than the aggregate value of the Items scheduled for delivery per the Order issued. FURTHER, IN NO EVENT SHALL BUYER BE LIABLE FOR PUNITIVE, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGE FOR LOSS OF PROFIT OR LOSS OF BUSINESS OPPORTUNITY, FOR ITS ACTS OR OMISSIONS HEREUNDER, EXCEPT FOR BODILY INJURY OR DEATH.

11. RELEASE OF NEWS INFORMATION AND ADVERTISING

Seller shall not, without the prior written consent of Buyer (a) make any news release, public announcement, denial or confirmation of all or any part of the subject matter of this Order, or (b) in any manner advertise or publish the fact that Buyer has placed the Order or (c) exhibit the Items manufactured in accordance with the Buyer's drawings, models or technical specifications.

12. INTELLECTUAL PROPERTY RIGHTS

- (a) Seller agrees that all data, or information including without limitation technical data, regardless of form and including but not limited to tapes, photo prints and other graphic information, furnished with Items or required to be furnished by the Order, together with any information furnished orally, shall be free from proprietary restriction. Data, for which a restrictive use marking is authorized herein or by special agreement, may be duplicated and used by Buyer in the performance of its present and future contracts including preparation of logistics and instructional information and delivery thereof as required by customer contract. Seller further agrees not to knowingly include any material copyrighted by others in data, information or technical data delivered under the Order without first obtaining, at no additional cost and for the benefit of Buyer, a license therein of the same scope as set forth in this Article 12.
- (b) Seller further agrees to furnish additional data required by Buyer to support Buyer's requirements for logistics, maintenance, and operational data for Buyer's customer if ordered within three (3) years of final delivery for a reasonable price for preparation and delivery, including generation thereof, if required.
- (c) Any Intellectual Property Right which is owned, controlled by or licensed to the Seller, prior to the acceptance of the Order as per Article 1 and generated independently from the performance of the Order shall be referred to as Background IP. The Seller hereby grants to the Buyer a royalty-free, nonexclusive, transferable, irrevocable, worldwide license to use, publish, distribute, translate, modify, adapt, sell, support, duplicate, exhibit such Background IP for the duration of the Background IP and for the purpose of the using and exploiting the Foreground IP or more generally for the performance of the Order, with the right to grant sublicenses.
- (d) Any other Intellectual Property Rights created in furtherance of an Order shall be referred to as the Foreground IP. Such Foreground IP upon creation shall be the property of the Buyer solely.

13. INFRINGEMENT

Seller shall indemnify Buyer, its successors, assigns, agents, customers, and users of the Items against loss, damage, or liability, including costs and expenses, including attorneys' fees, which may be incurred on account of any suit, claim, judgment, or demand involving infringement or alleged infringement of any copyright, trademark, or patent rights in the manufacture, use, or disposition of any Items supplied hereunder in any form or media, and shall at Buyer's sole option, defend Buyer its successors, assigns, agents, customers, and users against such suits. If the final judgment prohibits Buyer from using the Item for infringement, the Seller shall, at its expense and at Buyer's option, either replace or modify the Item so as to stop the infringement, or reimburse the Buyer of the price of the Item. Items that are protected by registered patents or models which Buyer either owns or has been granted the right to use, may not be used or sold by the Seller without Buyer's authorization. Such acts will constitute an infringement and may lead to legal action being taken. Buyer does not grant indemnity to Seller for infringement of any patent, trademark, copyright, or data rights.

14. INSURANCE

All Sellers shall have, as a minimum, the insurance coverage described below:

- A) During the term of this Order, Seller shall maintain the following insurance coverage in form and amounts reasonably satisfactory to Buyer:
- i) Workers' Compensation as statutorily required in the country and state where the work is performed;
- ii) Employers Liability insurance in an amount not less than 500,000 euro per accident, per employee, per disease

- iii) Commercial Automobile Liability insurance and, if necessary, Umbrella Liability insurance in a combined total amount not less than 1,000,000 euro per accident covering bodily injury and property damage arising out the loading, unloading and use of owned, hired, and non-owned autos.
 - iv) Commercial General Liability insurance and, if necessary, Umbrella Liability in a combined total amount not less than 1,000,000 euro per occurrence to cover bodily injury and property damage arising out of premises, operations, independent contractors, product-completed operations, personal injury and advertising injury, and liability assumed under an insured contract.
- B) If the product(s) sold to Buyer under this agreement is (are) subject to an airworthiness certification pursuant to any government regulatory agency or in and of itself could be considered an aircraft product, Seller shall also maintain coverage for aircraft products liability in an amount not less than 20,000,000 euro per occurrence and in the aggregate covering bodily injury or property damage sustained by any person, caused by an occurrence and arising out of an aircraft products hazard. Such insurance can be provided by 1) an Aircraft Products Liability insurance policy or 2) the endorsement of the Commercial General Liability policy described in 15(A)(iv) to include coverage for aircraft products.
- C) All required insurance must be underwritten by insurance companies with a minimum rating by A.M. Best of "A-" or other rating equivalent and licensed to conduct business in all countries or territories where this Agreement shall apply.
- D) Seller shall cause its insurer to waive its rights of subrogation against Buyer with respects to Workers' Compensation.
- E) Seller shall provide Buyer a certificate of insurance attesting to the described above within
 - i) Five (5) business days of signing this agreement and prior to the commencement of the Work and
 - ii) Ten (10) days of each policy renewal.
 The certificate insurer shall endeavor to provide thirty (30) days written notice to Buyer in the event of policy cancellation or material change.
- F) Subject to Buyer's permission for Seller to utilize subcontractors, Seller shall attempt to assure that each such subcontractor maintains each of the above coverage. In the event that any such subcontractor or its insurers fail or are unable to honor the indemnification obligations of Seller to Buyer as stated in this Agreement in any manner, Seller agrees to assume such obligations of the subcontractor.
- G) It is specifically agreed that the types and amounts of insurance requested above shall not limit or otherwise affect Seller's obligation to indemnify and hold Buyer harmless as provided by the Indemnification provisions of this Agreement.
 - H) The failure of the Seller to maintain the insurance coverage and limits required by the Buyer during the term of this Agreement shall be considered a material breach hereof. Any failure of Buyer to declare Seller to be in material breach hereof shall not be deemed a waiver by Buyer of the right to claim material breach for subsequent failure to maintain the required coverage.

15. SELLER LIABILITY / THIRD PARTY CLAIMS

Seller shall be liable for all damages incurred by the Buyer as a consequence of a non or bad performance of Seller's obligations under this Order either by itself or by a third party. Seller hereby agrees to indemnify and hold harmless Buyer, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, damages, losses, causes of action and judgments brought by any person, corporation, governmental entity or other entity not a party to the Order, whether arising from injury or death to persons or loss or damage to property or otherwise (collectively "Third Party Claims"), and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims arise from (a) any defect in the design, workmanship or material of any product or associated software delivered by Seller to Buyer hereunder and/or (b) any negligence (whether active or passive) or willful misconduct of Seller, its subcontractors of any tier or its or their directors, officers, agents, or employees.

16. FORCE MAJEURE

Neither party shall be liable for damages for delay in delivery arising out of causes which are at the same time out of its control, unforeseeable and unavoidable and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of any Government authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. Seller shall immediately notify Buyer in writing of the occurrence of such force majeure event. Should the event of force majeure continue for a period exceeding 30 days, Buyer shall have the right to immediately cancel the Orders affected by such force majeure event.

17. ASSIGNMENT

Buyer may assign in whole or in part any of its rights and obligations under this Agreement without the prior consent of the other party. Seller shall not assign in whole or in part or subcontract in whole or substantially in whole any part of its rights or obligations under this Order without the express written consent of Buyer. The terms and conditions of this Order shall bind any permitted successors and assigns of either party.

18. CONFIDENTIAL OR PROPRIETARY INFORMATION AND PROPERTY

Seller shall keep confidential and otherwise protect from disclosure all data or information, regardless of form and including but not limited to drawings, specifications, samples, software (source and object codes and any related documentation) and property obtained from Buyer in connection with this Order including during the pre-contractual period and identified as confidential or proprietary. Goods or services designed or manufactured specifically to Buyer requirements or specifications shall not be sold or marketed to any third party without Buyer's prior express written consent. Unless otherwise expressly authorized herein or by Buyer in writing, Seller shall use such information and property, and the features thereof, only in the performance and for the purpose of this Order. Nothing contained herein grants Seller any ownership in or rights to any information furnished. (a) Upon Buyer's request, Seller shall return all such information and property to Buyer or make other disposition thereof as is directed by Buyer. In the event of such requirement, Buyer shall provide and Seller shall comply, with written instruction on how Seller must sell or dispose of defective, completed or partially completed proprietary information, equipment or property, including scrap, or rendering such property unsuitable for further use. In all subcontracts and purchase orders issued by Seller for performance of work related to this Order, Seller shall include appropriate confidentiality provisions providing to Buyer the same rights and protection as contained in this clause. (b) Seller shall be liable to Buyer for any loss or misappropriation of the information or property.

19. BUYER'S PROPERTY

All property used by Seller in connection with the Order which is owned, furnished, charged to or paid for by Buyer, or manufactured, designed by the Seller on behalf of and at the expense of the Buyer shall be and remain the property of Buyer. Any such property shall be subject to removal and inspection by Buyer at any time without cost or expense to Buyer and Buyer shall have free access to Seller's premises for the purpose of inspecting or removing such property. All such property shall be identified and marked as Buyer's property, used only for the Order and adequately insured by Seller at its expense for Buyer's protection. Seller shall assume all liability for and maintain and repair such property and return the same to Buyer in its original condition, reasonable wear and tear excepted, and when such property is no longer required hereunder, Seller shall furnish Buyer with a list thereof and shall comply with any Buyer disposition instructions applicable thereto. Buyer shall not be obligated to pay any invoices for tooling until the first Item produced therefrom shall have been received and accepted.

20. GRATUITIES

Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to Buyer's employees, agents or representatives or Government officials with a view toward securing the Order or securing favorable treatment with respect thereto.

21. COMPLIANCE WITH LAWS

Seller warrants that it will comply with all applicable laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under the Order including any employment, health or safety agency regulations.

22. REMEDIES, NON-WAIVER AND INVALIDITY

Any and all failures, delays, or forbearances of either party in insisting upon or enforcing at any time or times any of the provisions of the Order, or to exercise any rights or remedies under the Order, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies in those or any other instances; rather, the same shall be and remain in full force and effect. The invalidity in whole or in part of any provision hereof shall not affect the validity of any other provision. The rights and remedies provided Buyer pursuant to the Order shall be cumulative and in addition to any other rights and remedies provided by law. A waiver of a breach of any provision hereof shall not constitute a waiver of any other breach.

23. DISPUTES/APPLICABLE LAW

The Order shall be governed by and construed and enforced in accordance with the laws of France, without regard to its choice of law

rules, excluding the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods and the U.N. Convention on the Limitation Period in the International Sale of Goods, as amended by Protocol. Any dispute concerning the interpretation or the performance of the Order shall be settled finally by the Courts of Toulouse even in the event of their being several defendants or of an action for guarantee.

24. TAXES

All duties and taxes payable in the country of manufacture due under the laws of that country shall be borne by the Seller. Seller is liable for and shall pay all taxes, impositions, charges and exactions imposed on or measured by this Order except those Buyer specifically agrees or is required by law to pay. Prices shall include any and all taxes, including without limitation the VAT.

25. TITLE

The title is transferred upon delivery of the Item at the agreed destination, notwithstanding any reservation of title clause which will not be considered as valid by Buyer unless it has been signed by one of its authorized representatives.

26. HAZARDOUS MATERIALS

Seller shall notify upon acceptance of the Order or transmission of the Order acknowledgement of receipt at latest Buyer of every Item ordered hereunder which contains material hazardous or injurious to the health or physical safety of persons even though said hazard or injury may only occur due to mishandling or misuse of the Item. In addition, Seller shall identify the hazardous or injurious material and notify Buyer of the effects of such material on human beings and the physical manifestations that could result. For each Item so identified, Seller shall supply Buyer warning labels or instructional material appropriate to warn persons coming in contact therewith of the hazard and its effects.

The same shall apply, if Seller's products contain Substances of Very High Concern (SVHC) as defined in the EU Directive 1999/45/EC and the Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18th December 2006 concerning Registration, Evaluation, Authorization and Restriction of Chemicals (REACH). Notification under REACH shall include:

- (i) (Pre-) registration statement concerning substance/preparation, also regarding supplier's own supply chain
- (ii) Information on classification of delivered substances (alone or in articles) as SVHC (specific notification requirement)
- (iii) Contractual warranty that supply will not be impacted by non-fulfilment of REACH requirements (registration of substances, authorization of SVHC).

Seller will comply with all European and National Laws and Directives and - upon Buyer's request - provide Buyer free of charge with all information and documentation that Buyer might need for responding on the demands of all current and future EC- and National Directives and Laws.

27. EXPORT CONTROL LAWS AND REGULATIONS

The recipient of information and property under this Order acknowledges its obligations to control access to technical data and equipment under any applicable Export Laws and Regulations and agrees to adhere to such Laws and Regulations and any license(s) issued thereunder with regard to any technical data or equipment received under this Order. Seller shall be responsible for obtaining required export licenses or other approvals from the government of the country of origin. Should any government deny a license or approval necessary for the performance of the Order for reasons beyond the control of Seller, the Order may be cancelled in accordance with Clause 9(b). In the event any government agency levies any penalties, fines or charges against Buyer due to Seller's failure to provide any necessary product information for import or export documentation, Seller shall reimburse Buyer for all such charges. Without prejudice to the above, the Seller undertakes to communicate to Buyer the country of origin of the ordered Item, and to inform Buyer if the ordered purchases are subject to any "military equipment" regime or to any export controls.

28. INDUSTRIAL COOPERATION CREDITS

Buyer's need for industrial cooperation credits may be one of the reasons for entering into the Order. Buyer (including its business units, divisions, and subsidiaries) shall have the exclusive rights to all offset or industrial cooperation credits flowing from the Order. At Buyer's request, Seller shall provide appropriate transaction information which Buyer may need for claiming offset or industrial cooperation credits. The Seller agrees to support the Buyer in fulfilling its obligation of industrial cooperation credits and offset and shall without limitation inform the Buyer of any activity and/or work performed in an offset country and support the Buyer in obtaining

from the relevant authority industrial cooperation credits from the performance of this Order.

29. PRODUCT INFORMATION

Seller shall provide the following information for all product or articles to be delivered under the Order. Inability to provide the required information may be considered a failure to deliver in conformity with the Order and Buyer may, in its sole discretion and at Seller's expense, reject the article at the point of receipt:

- (1) Harmonized Tariff Schedule Number (HTS);
- (2) Export Control Classification Number (ECCN);
- (3) Schedule B Number;
- (4) USML Category Code (CAT);
- (5) Country of Origin.

30. IMPORT DOCUMENTATION

Without prejudice to Article 2 of General Terms and Conditions, Seller shall include the following information on the commercial invoice or document (proforma, waybill, manifest, packing slip, etc.) accompanying any product or article being imported into the European Union:

- (1) Shipper (Name and Address) - Mandatory
- (2) Ship To (Name and Address) - Mandatory
- (3) Invoice Number - Mandatory
- (4) Invoice/Shipment Date - Mandatory
- (5) Shipping Terms (including agreed upon Incoterm, if any) -- Mandatory
- (6) Mode of Transportation-- Mandatory
- (7) Airport of Loading - Not Mandatory
- (8) Airport of Unloading/Destination - Not Mandatory
- (9) Description of Goods - Mandatory
 - A. Detailed Description of merchandise being shipped (including name, grade or quality, numbers marks & symbols under which it is known on packages, i.e., integrated circuits; microprocessor, 32 bits)
 - B. Individual Line Items Must Be Identified With ALL of the Following Information:
 1. Rockwell Collins France Part Number (CPN)
 2. Vendor Part Number (VPN), if appropriate
 3. P.O. Number
 4. Quantity
 5. Unit Price (Euros or Agreed Upon Currency) - transaction value
 6. Total Amount in Euros or Agreed Upon Currency (identify currency)
 7. Total Quantity of All Line Items - Mandatory
 8. Total Amount of All Line Items/Unit Price - Mandatory
 9. Declared Value for Customs Purposes Only - Mandatory
 - a. Value (purchase price) includes any assists, sales royalties or license fees, selling commissions, packing costs incurred by buyer, and/or proceeds of subsequent sale
 - b. Fair Market Value for No Charge Items When It Applies
 - c. Shipments returned for repair - value of unit less reasonable depreciation (GAAP)
 - d. Shipments returned after repair - market value plus value of the repair (duties are assessed on repair value)
 10. Harmonized Schedule Number (for Export [Schedule B] and Import [Harmonized Tariff Schedule] Clearance Purpose) - Mandatory
 11. Country of Origin: Country of Manufacture (for E-U Imports) - Mandatory
 12. Total Number of Cartons, Gross Weight in Kilos - Mandatory
 13. Carton Dimensions - Not Mandatory, but Preferred
 14. Reason for Importation Other Than Sale (E.U Goods Returned, Repair/Return):
 15. Name of Manufacturer, if not manufactured by the Buyer The following information is mandatory if applicable to the shipment:
 16. ECCN/Category Number Assigned to the Product on Export
 17. Clearance Information (including without limitation ITAR Clearance Information)
 18. License Number
 19. FCC, FDA, or TSCA Require Information
 20. All Goods or Services Furnished for the Production of the Product, i.e., Assists
 21. All Charges Upon the Product, Itemized by Name and Amount, Including Freight, Insurance, and Commission, Packaging Costs, and Inland Freight to Port of Export if Not Included in the Invoice Price and so Identified
 22. Discounts, Rebates, Drawbacks and Bounties

31. ELECTRONIC ORDERS AND EDI

The parties may carry out business electronically, including Order placement, modification and acceptance, method which is recognized by the parties. Once accepted, and unless the security, the authenticity or the integrity of an electronic Order or EDI

message have been proven altered, the parties, intending to be legally bound by any electronic Order or EDI message created, sent and received pursuant to these General Terms and Conditions and/or and Order, expressly waive any rights to contest their validity on the sole ground that it was performed by electronic or EDI. The parties agree to give to electronic Orders and EDI messages the same probative value than to exchanges by registered mails. Neither party shall contest the admissibility as evidence of EDI message provided they are created and exchanged in accordance with the provisions of these General Terms and Conditions. The parties shall adopt commercially reasonable security measures for password and access protection for Orders issued as an electronic transaction.

32. ENTIRE AGREEMENT

THE ORDER AND THOSE GENERAL TERMS AND CONDITIONS ARE INTENDED BY THE BUYER AND SELLER AS A FINAL EXPRESSION OF THEIR AGREEMENT AND IS INTENDED ALSO AS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THEIR AGREEMENT. NO COURSE OF PRIOR DEALINGS, WRITTEN OR ORAL, BETWEEN THE PARTIES, NO USAGE OF THE TRADE NOR ACCEPTANCE OR ACQUIESCENCE IN A COURSE OF PERFORMANCE RENDERED UNDER THE ORDER SHALL BE RELEVANT TO SUPPLEMENT, EXPLAIN OR BE RELEVANT TO DETERMINE THE MEANING OF THE TERMS OF THE ORDER EVEN THOUGH THE ACCEPTING OR ACQUIESCING PARTY HAS KNOWLEDGE OF THE NATURE OF THE PERFORMANCE AND OPPORTUNITY FOR OBJECTION. NO AMENDMENT OR CHANGE OF ANY KIND SHALL BE BINDING UPON BUYER UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED REPRESENTATIVE OF BUYER.