

**COLLINS AEROSPACE RCH ADDENDUM
TO RTX STANDARD TERMS AND CONDITIONS OF PURCHASE
DIRECT (PRODUCT)
FOR HERITAGE ROCKWELL COLLINS**

Rockwell Collins, Inc., a part of Collins Aerospace, is a subsidiary of Raytheon Technologies Corporation (stock symbol RTX) and utilizes the RTX Standard Terms and Conditions of Purchase - Direct (Product) (the RTX Terms). The following changes supplement or modify the RTX Terms incorporated by reference into the applicable Order or Agreement for purchases by Rockwell Collins, Inc. Terms used in this addendum that are not defined here are defined in the RTX Terms. A link to the RTX Terms URL is included in each Order.

Applicability: These changes are only applicable to purchases by the Mission Systems and Avionics Strategic Business Units that were formerly part of Rockwell Collins, sometimes referred to as Heritage Rockwell Collins, HRC or RCH. It does not apply to purchases by other businesses within Missions Systems and Avionics that were formerly part of United Technologies Aerospace Systems, nor to purchases by B/E Aerospace, Inc. or ARINC Incorporated.

The RTX Terms are revised as follows:

1. The following definitions are added to **Section 1, DEFINITIONS:**

- 1.30 “Component” means an individual piece-part that is manufactured by Supplier or procured from Supplier’s sub-tier suppliers and may be a Good itself or is used to assemble, test and deliver Goods.
- 1.31 “Counterfeit Goods” means any Goods, or any Component of a Good, produced, altered or otherwise misrepresented to resemble a Good, or any Component of a Good, without authority or right to do so, including any Good that is produced or altered to result in Buyer being misled or defrauded through the presentation of such Good to Buyer as original, new, genuine, or from a source other than the actual source of the Good.

2. The following text is inserted at the end of **Section 2, ORDER ACCEPTANCE:**

Supplier’s commencement of performance or acceptance of this Order in any manner shall conclusively evidence agreement to this Order as written and constitute a representation that Supplier is obtaining Goods including Components of Goods that it is selling to Buyer from the original manufacturer (OM) or its authorized distributor (AD) or authorized aftermarket manufacturer (AAM), as further described in Item 5 of this Terms Addendum. If these terms are being used as the terms of a Buyer request for quote or request for proposal, Supplier shall disclose or “no bid” if it is not acquiring the offered Goods or Components of Goods from the OM or its AD or AAM.

3. The following text is inserted at the end of **Section 3, QUALITY REQUIREMENTS**:

Suppliers shall also comply with RC-9000, Supplier Quality System Requirements, at the Heritage Rockwell Collins Supplier Portal located at the following link:

<https://portal.rockwellcollins.com/web/suppliers>

4. The following subsection regarding quality requirements is added as new Subsection 5.8 under **Section 5, INSPECTION, ACCEPTANCE AND REJECTION OF GOODS**:

Supplier shall maintain a quality level of zero defects on all Items delivered to Buyer. Furthermore, Collins Aerospace reserves the right to require any supplier to implement a Zero Defect Plan (ZDP), or an approved alternative methodology at no additional cost, to protect Buyer's Customer from receiving non-conforming material.

5. The following text is inserted at the end of Section 6.1 under **Section 6, WARRANTY**:

Supplier also represents and warrants to Buyer that Supplier has in place, and will maintain in place throughout the duration of this Order and any Agreement referenced in this Order, written policies and procedures which will adequately preclude, or detect and remove, Counterfeit Goods from any deliveries to Buyer. To the extent applicable, these policies shall include Supplier's oversight and auditing of Supplier's sub-tier suppliers. Supplier further represents and warrants that it will provide Buyer only with Goods and Components that have been sourced from the OEM or the OEM's authorized distributor, unless Buyer has previously authorized a different source in writing. Within ten (10) days after Supplier's receipt of a request from Buyer, Supplier shall provide Buyer with written documentation setting forth such policies, procedures, and authorizations. In addition to the obligations to furnish only new Goods and not furnish used, refurbished, reclaimed or returned Goods in Section 6.1 of the RTX Terms, Supplier shall also ensure that Goods from sources other than the OM, AD, or AAM are not commingled with authentic parts from OM, AD or AAM sources (as those acronyms are defined above).

6. The following additional text is inserted at the end of Subsection 20.5 under **Section 20, COMPLIANCE WITH LAWS**:

If Buyer suspects that any Goods furnished by Supplier may be Counterfeit Goods ("Suspect Counterfeit Goods"), Buyer shall notify Supplier of such suspicion. Within five (5) days after Buyer's notice, Supplier shall provide accurate and complete records regarding the sources and history of production and distribution of the Suspect Counterfeit Goods. If requested, Buyer will return up to three (3) Goods per date code to Supplier for investigation, after engraving the word "scrap" on the top and bottom or otherwise rendering them unusable, provided that Supplier immediately ships replacement Goods for all Suspect Counterfeit Goods. The Parties shall work together to determine whether such Goods are Counterfeit Goods and, if so determined, how the Counterfeit Goods are to be dispositioned. Supplier agrees that Buyer shall have no obligation to pay for any

Counterfeit Goods. Supplier further agrees that it shall indemnify, defend, and hold harmless Buyer from and against any claims, actions, proceedings, judgments, penalties, fines, costs and/or other losses arising out of or in connection with any Suspect Counterfeit Goods or Counterfeit Goods furnished by Supplier.

7. The following subsection is added as new Subsection 29.3 under **Section 29, SUBCONTRACTING:**

Prior to Supplier's acquisition of any Goods, or Components for Goods, that will be included in any transaction between Supplier and Buyer, Supplier shall flow down requirements substantially similar to the requirements set forth in Section 6.1 and in Subsection 20.5 regarding Counterfeit Goods to all sub-tier suppliers, and shall be liable to Buyer for such entities' non-compliance with these requirements.

8. The following subsection is added as new Subsection 29.4 under **Section 29, SUBCONTRACTING:**

When subcontracting opportunities exist, Supplier shall also comply with Federal Acquisition Regulation (FAR) 52.219-8, Utilization of Small Business Concerns, and FAR 52.219-9, Small Business Subcontracting Plan. If Supplier is required to submit a plan, Supplier shall submit its plan to supplierdiversityoffice@rockwellcollins.com and shall reference Buyer's prime contract number and DUNS Number 060605883 when submitting any required subcontracting reports using the Government's Electronic Subcontracting Reporting System at <http://www.esrs.gov>.

9. The following subsection is added as new Subsection 29.5 under **Section 29, SUBCONTRACTING:**

If Supplier is a small business, Supplier shall represent its size and status at the time of each offer, as required by FAR 52.219-8(d)(1)-(2) and 52.219-9(c)(2)(i). Supplier shall update its Ariba Profile Questionnaire to ensure accurate small business representation when submitting all offers. If you do not have a Supplier Profile in Ariba for Rockwell Collins or Collins Aerospace, please email supplierdiversityoffice@rockwellcollins.com for a form to complete and submit with your offer.

10. The following subsection is added as new Subsection 42.1, Performance Remedies:

In addition to any other rights or remedies available to Buyer under the Order, in the event that Supplier's adjusted on-time delivery ("OTD"), as solely measured by Buyer, is below 85% during any calendar month in which Supplier delivers under this or any other Order issued by Buyer (each, a "Measurement Period"), Buyer may set off from payments due to Supplier an amount equal to 10% of the value of the average of the monthly spend of the previous 12 months of spend of the Measurement Period from Buyer to Seller (the "Performance Damages"). The Parties agree that the Performance Damages are a

reasonable estimate of the initial administrative costs Buyer will incur to assess Supplier's failure to meet OTD requirements, and that the Performance Damages are not a penalty. The Parties further agree that the Performance Damages compensate Buyer only for Buyer's initial administrative costs; they do not compensate Buyer for other damages it may sustain as a result of Supplier's failure to meet OTD requirements, including but not limited to: (a) costs, expenses and damages Buyer incurs in responding to, correcting or mitigating the effects of Supplier's failure to meet OTD requirements; and (b) costs, expenses and damages Buyer pays to its customer(s) as a consequence of Supplier's failure to meet OTD requirements. Except with respect to Buyer's initial administrative costs, the Parties agree that the Performance Damages are not and shall not be construed as Buyer's sole or exclusive remedy for Supplier's failure to meet OTD requirements.

11. The following subsection is added as new Subsection 42.2, Quality Remedies:

In addition to any other rights or remedies available to Buyer under the Order, if Buyer processes a Quality Notification that is (A) generated by Supplier requesting a deviation from Buyer's required drawings or Specifications for the Good; or (B) generated by Buyer due to receipt of a nonconforming Good caused by Supplier (each a "QN"), Buyer may charge Supplier (or set off from payments due to Supplier) up to \$5,000.00 for each confirmed QN (each, a "QN Charge"). The Parties agree that a QN Charge is a reasonable estimate of the initial administrative costs Buyer will incur to process a confirmed QN, and that the QN Charge is not a penalty. The Parties further agree that the QN Charge compensates Buyer only for Buyer's initial administrative costs; it does not compensate Buyer for other damages it may sustain as a result of Supplier's failure to meet quality requirements, including but not limited to: (I) costs, expenses and damages Buyer incurs in responding to, correcting or mitigating the effects of Supplier's failure to meet quality requirements; and (II) costs, expenses and damages Buyer pays to its customer(s) as a consequence of Supplier's failure to meet quality requirements. Except with respect to Buyer's initial administrative costs, the Parties agree that the QN Charge is not and shall not be construed as Buyer's sole or exclusive remedy for Supplier's failure to meet quality requirements.

12. When "Flowdown of U.S. Government Provisions and Clauses Under U.S. Government Contracts" document ("U.S. Government Contract Clauses") applies to Supplier's Order in accordance with Section 38, Orders under U.S. Government Contracts, of the RTX Standard Terms and Conditions of Purchase – Direct (Product), **Section 7, U.S. Government Contract Clauses Incorporated by Reference in the Order Issued, Subsection 7.10** of the U.S. Government Clauses document is replaced with the following:

By accepting an Order issued by Buyer, Supplier hereby certifies that its Ariba Supplier Profile Questionnaire and all other representations and certifications made in Buyer's supplier portal (such as debarment or payments to influence certifications), its annual representations and certifications posted in sam.gov and on file with Buyer, and/or any

other representations and certifications submitted to Buyer in support of this Order (such as Buyer's Form 101) are current, accurate and complete as of the date of the Order or, when applicable, a date prior to the award date established by Buyer.

By submitting these representations and certifications, Supplier's representative is attesting to the accuracy of the information contained in such submissions. Supplier understands that the U.S. Government may impose penalties on Supplier's company if any of the representations or certifications are misrepresented. Supplier acknowledges that Buyer shall rely on the information provided by Supplier. If any of Supplier's representations or certifications change during the period of performance, Supplier shall provide immediate written notice to the Buyer representative listed on its Order.