

UTC Standard Terms and Conditions of Purchase, September 2013
Addendum

For United Technologies Aerospace Systems (UTAS) Electronic Systems Center (ESC)

During the integration process and transition by the UTAS ESC legal entities to UTC's standard procedures and systems, certain of the UTC Standard Terms and Conditions require modification for an interim period. Therefore, the following provisions modify and/or supplement the UTC Standard Terms and Conditions (the "UTC Terms") attached to and incorporated into the applicable Purchase Order or Long Term Agreement and apply to Goods supplied by Supplier solely to UTAS ESC legal entities, as a Buyer thereunder.

1. Notwithstanding anything to the contrary in the UTC Terms, and until such time as the applicable Buyer provides written notice to the Supplier that such Buyer has adopted the UTC policy and procedure "ASQR-01," all references to ASQR-01 in the UTC Terms are hereby superseded by the following, as applicable:

Site	Standard
Goodrich Corporation, operating as Electronic Systems Center (ESC), having an office at 3445 South 5th Street, Phoenix AZ 85040 (hereinafter referred to as "ESC")	ESC9100

2. The following provision is hereby added to the end of **Section 4.2** of the UTC Terms:

To the extent such Buyer's Delivery System does not specify packing sheet requirements, Supplier shall comply with the following: Packing sheets must accompany each shipment and must contain the following: (1) Buyer Order Number; (2) Order Item Number; (3) Premium Freight Authorization Number; (4) Freight Carrier; (5) Buyer Part Number; (6) Packing Slip Number; (7) Quantity Shipped; (8) Unit of Measure; and (9) Number of Containers. If required by Buyer as specified on order, A BAR CODED LABEL, CONFORMING TO ANSI MH10.8M-1993 AND AEROVANTIX, (www.aerovantix.com) CONTAINING THE ABOVE INFORMATION MUST BE ATTACHED TO THE OUTSIDE OF THE CONTAINER and a duplicate bar coded label attached to the back of the packing sheet. If the shipment is made in more than one container, only the first container requires the packing sheet and bar coded label. Each container must be identified on the outside in ascending number order; i.e. (Box 1 of 2; Box 2 of 2, etc.). Order number must be shown on all invoices, bills of lading, and correspondence.

Upon Buyer's written request, Supplier will utilize the Aerovantix portal at www.aerovantix.com to access Buyer Forecasts and for the transmission of business documents to and from Buyer. Supplier will complete its on-line account with Aerovantix no later than 60 (calendar) days after the Effective Date of this Agreement. Supplier will be notified via Buyer's Delivery System or otherwise in the event the Buyer's Delivery System changes from Aerovantix. The Parties recognize that the URL may change from time to time and agree that any such change will not affect the applicability of the material referenced.

3. The following new Section 4.9 is hereby added to Section 4 of the UTC Terms:

4.9 When age controlled material is involved the supplier shall identify each material container with the month, day and year manufacture and the time period before expiration (applies to delivered product). Test reports and/or certifications shall include the expiration date in a month, day, and year format. ESC reserves the right to reject and/or retain any material with less than seventy-five percent (75%) shelf life remaining. The vendor shall supply the Hazardous Material Identification System (HMIS) and the Manufacturing Data Sheets. Material Storage and Environmental Control.

Note: Material covered under vendor managed inventory may be excluded from this requirement.

When temperature controlled material is involved the supplier shall provide material packaging suitable to maintain proper temperature during transportation from their facility to SIS. Supplier shall provide necessary temperature measuring equipment to monitor the material during transportation to assure compliance to the specifications of the Purchase Order/Contract. Packaging for such material shall be clearly marked as containing temperature controlled material. ESC reserves the right to reject or retain any material where temperature storage requirements have been exceeded.

Supplier shall ensure that all ESD sensitive materials, devices, or assemblies capable of being degraded, damaged or destroyed by static electrical charge shall be handled in accordance with MIL-STD-1686. All items in unit, intermediate and shipping containers shall be clearly marked as "Electrostatic Discharge Sensitive" or in accordance with MIL-STD-1686.

4. The following proviso is added to the end of the bold introductory sentence of **Section 17** of the UTC Terms: "upon Buyer's written request."
5. The following sentence is hereby added to the end of **Section 23**:

In any event, Supplier shall maintain Aviation Product Liability, Completed Operations Liability and, if applicable, Hanger Keeper's Liability Insurance coverage in a minimum amount of Combined Single Limit of not less than USD10,000,000 per any one occurrence and in the aggregate where applicable, including AV52 coverage (War Risks Insurance).

6. The following new **Section 29.5** is hereby added to **Section 29** of the UTC Terms:

29.5 In addition to the foregoing, Supplier shall provide a completed Material Safety Data Sheet for each material, which contains hazardous substances as illustrated by OSHA 29CFR1910.1200 or in California by Cal/OSHA General Industrial Safety Order 5194 and information on product composition and/or safety as required by applicable regulation of any country. Supplier agrees that Goods shall meet the requirements of Buyer's Document GRMA-003-SPEC Control of Substances in Goods from Goodrich Supply Chain and GRMA-002-SPEC Declarable Substances List that are available at <http://utcaerospacesystems.com/Company/Pages/documents.aspx>. Buyer will restrict its use of Supplier's proprietary ingredient information received hereunder to use by Buyer's Medical, Industrial Hygiene, and Environmental Control Departments for the protection of the employees, except where disclosure is required by law. No component, equipment, machinery, building maintenance items, or production parts shall be made out of or contain asbestos in any of its mineral forms. Supplier's signature agreement or performance under this Agreement shall be construed as certification by Supplier of conformance to all the requirements of this Section. Supplier agrees to follow Buyer's directives, if any, which may be attached to and made part of this Agreement. Supplier shall indemnify Buyer for all loss, claims, penalties, fines, damage, settlement and all reasonable associated expenses arising out of its non-compliance of any applicable laws and regulations in connection with its performance hereof.

7. Unless Supplier has received either a specific route letter from Buyer covering shipments from Supplier's location (unless Supplier is responsible for shipping costs) or such other routing information via the Buyer's Delivery System, the following general routing provisions apply:
 - a) 1-100 lbs. ship via FedEx Ground COLLECT or UPS Ground Collect. Contact Buyer for Traffic account numbers. Contact FedEx Ground or UPS for shipping supplies.
 - b) Over 101 lbs. ship as stated on Order.
 - c) Collect premium freight shipments require a premium Freight Authorization Number (PREFAR) which would be assigned by either the Buyer or the Traffic Department. Suppliers must show the PREFAR Number and Buyer Purchase Order Number in the Shipper's Reference Block of the air waybill. Contact the Buyer Traffic Dept. for routing assistance on any oversize piece including air shipments with either length exceeding 121", width exceeding 84", or height exceeding 74", and or weight exceeding 5,000 lbs.
 - d) If Seller is unable to ship via FedEx Ground COLLECT, Seller shall contact the Buyer for an alternative shipment method. Supplier shall not impose another shipment method without prior approval from the Buyer. If Seller fails to comply with these shipment instructions, Seller shall be liable for all excess freight charges incurred by the Electronic Systems Center. Seller agrees to pay all shipping costs, including expedite fees, for any shipment past the Required Measured Date on the Order.
 - e) Electronic parts and/or assemblies shall be protected from damage by electrostatic discharge during manufacturing, handling, packaging and shipment in accordance with the requirements of MIL-STD-1686 or ANSI/ESD S20.20.



8. Notwithstanding anything to the contrary in the UTC Terms, and except as otherwise notified to Supplier from the applicable Buyer, or as made available via the Buyer's Delivery System, the following instructions for invoices per applicable Buyer within the UTAS ESC group apply:

a) Routing instructions:

Legal Entity	Instructions
All Legal Entities	Invoices shall be e-mailed to Financial Shared Services for the ESC at: GR_ESC_FSS_REMIT@goodrich.com Or Mail invoices to: Goodrich Corp. FSS-ESC, PO Box 3019, Troy, OH 45373-3019

- b) Taxes to be paid by Buyer, if any, must be itemized and separately stated as to type of tax (such as state Sales Tax, etc.).

- c) Supplier shall ensure that the following information is indicated on all commercial invoices submitted to Buyer for Good shipments to the United States. All invoices shall be in English or shall have attached an accurate English translation to allow examination of the Good and determination of duties.

1. Good Part Number
2. Detailed description of the Good
3. Packing List
4. Value of the Good (for Goods returned after repair, provide both the original value and the value of the repair)
5. Currency of Sale (U.S. Dollars)
6. Time and Date of Sale
7. Inco Terms
8. Country of Origin. Supplier to determine country of origin of all Goods in accordance with the laws of the destination country, in addition to marking and packaging the Good in accordance with the laws of the destination country. The country of origin must be identified by part number, or in the event that no part number is used, by other identifying number or symbol on the shipping invoice.
9. Quantities and weight.
10. Itemized Charges for Freight, Insurance and Packaging Costs.
11. Rebates, royalties and Drawback included
12. Any Secondary Production Fees, Costs and Assists where Dutiable.
13. US Export and/or Import License Information when required.
14. Harmonized Tariff information when available, if the Good is for use on Commercial Aircraft and a FAA certificate (or its equivalent) is available, then a "C" should be placed in front of the HTS number.

- d) Supplier warrants that the price to be charged for the Goods/Services covered by any Order will not exceed prices charged others under comparable conditions. Supplier shall refund any excessive amount paid by Buyer.

- e) Payment of Supplier's invoice may be offset for (i) any damages resulting from breach of contract under any contract between Buyer and Supplier, (ii) any amount owing at any time from Supplier to Buyer, or (iii) any adjustment for shortage or rejection and any costs occasioned thereby.

- f) Except as otherwise provided in the Order, the price(s) set forth herein include all applicable taxes, impositions and other similar charges.

- g) Payment terms are net ninety (90) days, payment due dates including discount periods, shall be computed from (1) the date of receipt of the Good, (2) the date of receipt of a correct (proper) invoice, or (3) the scheduled delivery date, whichever is the later. Unless freight and other charges are itemized, any discount shall be taken on the full amount of the invoice. All payments are to be made in U.S. dollars only.

9. Notices shall be provided as follows:

- a) Except as specifically provided herein, all notices reports, and other communications hereunder shall be given in writing either by personal delivery, by mail, or by electronic transmission, addressed to the respective parties as specified herein below.
- b) The date upon which any such communication is personally delivered or, if such communication is transmitted by mail or by electronic transmission, the date upon which it is received by the addressee, shall be deemed to be the effective date of such communication.



- c) All communication, written and oral, pertaining to contractual matters including notices and confirmations shall be addressed to:

Goodrich Corporation, operating as Electronic Systems Center, a United Technologies Aerospace Systems Company
3445 S. 5th Street, Ste 170, Phoenix, AZ 85040

Attn: Lee Jacobs

Phone: 602-824-5420

10. Supplier Restrictions – Supplier agrees that Supplier may not sell Buyer's Goods to any Party other than those set forth in this Agreement. By this Agreement, Supplier expressly acknowledges that:

- a) Supplier may not provide spares or aftermarket support for Goods, or detail parts that are used in Buyer's Goods, to any party other than Buyer or a party directed to, in writing, by Buyer;
- b) They, their affiliates, subsidiaries or parent are not granted, and shall not seek FAA Parts Manufacturing Authority (PMA) or such equivalent designation offered by any other airworthiness authority, for Buyer's Goods or detail parts used in Buyer's Goods;
- c) They, their affiliates, subsidiaries or parent will not "reverse engineer" Goods in order to manufacture, sell, repair or modify Buyer's Goods or detail parts used in Buyer's Goods; and
- d) Breach of any of the above promises would cause irreparable damage to Buyer and that in the event of such breach, Buyer shall have, in addition to any and all remedies of law or by this Agreement, the right to seek an injunction, specific performance or other equitable relief to prevent such activity.