

**UTC Standard Terms and Conditions of Purchase, April 2016  
Addendum**

**For United Technologies Aerospace Systems (UTAS) Interiors**

During the integration process and transition by Universal Propulsion Company, Inc., a UTC Aerospace Systems Company 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 Agreement and apply to Goods supplied by Supplier solely to Universal Propulsion Company, Inc., a UTC Aerospace Systems Company, as a Buyer thereunder.

1. 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. A BAR CODED LABEL, CONFORMING TO ANSI MH10.8M-1993 AND AEROVANTIX, ([www.aerovantix.com](http://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.

Supplier will utilize the AeroVantix portal at [www.aerovantix.com](http://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.

2. Notwithstanding anything contained in an Agreement or the UTC Terms to the contrary, and 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 Traffic for 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.
8. Notwithstanding anything contained in an Agreement or the UTC Terms to the contrary, 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 group apply:

- a) Routing instructions:

Legal Entity	Instructions
<b>Universal Propulsion Company Inc.</b>	Invoices in triplicate shall be forwarded to Goodrich Corporation, FSS -- Propulsion P.O. Box 3022, Troy, OH 45373-7322 Accounts Payable Department, or emailed to <a href="mailto:FSS.REMITINTPROP@UTAS.UTC.COM">FSS.REMITINTPROP@UTAS.UTC.COM</a> or FAX 1-937-440-5342

- 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.

9. Notwithstanding anything contained in an Agreement to the contrary, 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:

Universal Propulsion Company, Inc. a UTC Aerospace Systems Company  
3530 Branscombe Road  
Attn: Stacey S. Treadway  
Phone: 707-422-1880

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 any otherwise controlling Agreement, the right to seek an injunction, specific performance or other equitable relief to prevent such activity.