

UTC Standard Terms and Conditions of Purchase, September 2013

Addendum

For United Technologies Aerospace Systems (UTAS) Sensors and Integrated Systems (SIS)

During the integration process and transition by the UTAS SIS 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 SIS 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such Buyer has adopted the UTC policy and procedure "ASQR-01," all references to ASQR-01 in the UTC Terms are hereby superseded by the following, as applicable: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
Rosemount Aerospace Inc. Simmonds Precision Products Inc. Goodrich Corporation, Hoist and Winch TEAC AEROSPACE TECHNOLOGIES INC De-Icing and Specialty Systems	MSD 601 (supersedes MSD740A.1)
Atlantic Inertial Systems Inc.	AIS P.O. CLAUSES PER FORM 4005

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. 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.

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 proviso is added to the end of the bold introductory sentence of **Section 17** of the UTC Terms: "upon Buyer's written request."
4. The following sentence is hereby added to the end of **Section 23.0**:

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).

5. 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.

6. 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. Contact Buyer Traffic for account numbers. Contact FedEx Ground 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 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 SIS group apply:

a) Routing instructions:

Legal Entity	Instructions
Rosemount Aerospace Inc.	Invoices shall be forwarded to Goodrich Corporation, FSSMN P.O. Box 3007, Troy, OH 45373-7307 Accounts Payable Department, or emailed to FSS.REMITSISMN@UTAS.UTC.COM or FAX 1-937-440-5337 unless Buyer and Supplier are exchanging invoices electronically.
Simmonds Precision Products Inc.	Invoices shall be forwarded to Goodrich Corp. FSS-SIS-VT, P.O. Box 3023, Troy, OH 45373-7323, Accounts Payable Department, Ph. 1-800-448-2102, Fax: 1-937-440-3675 or Email: FSS.REMITSISVT@UTAS.UTC.COM unless Buyer and Supplier are exchanging invoices electronically.
Goodrich Corporation, Hoist and Winch	Invoices shall be forwarded to Goodrich Corp., FSS CA P.O. Box 3006 Troy, OH 45373-7306 Accounts Payable Department, FSS.REMITSISCA@UTAS.UTC.COM unless Buyer and Supplier are exchanging invoices electronically. FAX: 937-440-3889
TEAC AEROSPACE TECHNOLOGIES INC	Invoices shall be forwarded to Goodrich Corp. FSS DDS P.O. Box 3005 Troy OH 45373-7305 Accounts Payable Department, FSS.REMITSISDDS@UTAS.UTC.COM unless Buyer and Supplier are exchanging invoices electronically. FAX: 937-440-3890
Atlantic Inertial Systems Inc.	Invoices shall be forwarded to Goodrich Corp., PO Box 3027, Troy, OH, 45373-7326 Accounts Payable Department. Electronic Invoices send to: FSS.REMITSISAIS@UTAS.UTC.COM Accounts Payable Department, unless Buyer and Supplier are exchanging invoices electronically. FAX 937-440-3888
De-Icing and Specialty Systems	Invoices shall be forwarded to Goodrich Corp. FSS OHWV P.O. Box 3008 Troy OH 45373-7308, Accounts Payable Department, FSS.remitsisohwv@utas.utc.com unless Buyer and Supplier are exchanging invoices electronically. FAX: 937-440-3673

- 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:

United Technologies Aerospace Systems
14300 Judicial Road, Burnsville, MN 55306
Attn: Brian Miller
Phone: 952-892-4768