

**CURTISS-WRIGHT CORPORATION**

failure to ready the site for installation), or any extreme weather conditions or non-standard site conditions, payment of the balance of the purchase price shall nevertheless fall due on the date on which payment would otherwise have fallen due but for such act, omission or event. Risk in the Products or Services shall pass to the Customer as if the Products or Services had been delivered in accordance with the original delivery schedule. If so, CW will ship the equipment to either a storage facility designated by the Customer within ten business days, or if the Customer fails to do so, to any storage facility designated by CW, and the Customer shall (without limiting any other right or remedy available to CW) pay to CW upon demand the amount of any additional storage, transport or other, costs and insurance expense incurred by CW.

6. Each payment shall be made within thirty days of the date of invoice, either by prepaid telegraphic transfer to an account designated by CW or by irrevocable letter of credit confirmed by a London clearing bank, and payable upon presentation of invoice and customary shipping documents. Except where a credit account has been opened for the customer by CW, payment shall be made in advance of Products or Services being released for shipment against a pro-forma invoice.
7. If the Customer disputes any invoice or part thereof, the Customer shall immediately pay the undisputed portion of the invoice and shall immediately notify CW in writing of the reasons for such dispute. The parties shall seek to resolve the dispute within fourteen days of such notification. Upon resolution of the dispute, such sum as is agreed by the parties as payable shall be paid immediately to CW, together with any interest due under Article 3.8.
8. In addition to any other rights and remedies CW may have, if any payment due to CW is not made on the due date:
  1. the Customer will pay interest on the overdue amount for the time being outstanding, calculated on a daily basis at a variable rate of six per cent per annum above the 3 month US Dollar London Interbank Offered Rate (Libor) (as varied from time to time) from the due date until the date of actual payment time), and compounded monthly;
  2. CW may suspend further deliveries to the Customer until all sums overdue from the Customer have been paid;
  3. all sums invoiced by CW to the Customer (whether or not outstanding) shall become immediately due and payable in full;
  4. all outstanding bonds issued by CW, if any, shall be released; and
  5. CW may deduct the same from any sum then due to the Customer under the Order or any other contract between CW and the Customer.
9. CW may, as a condition of the performance of any of its manufacturing, supply or other obligations under its contract with the Customer, require

shipment or installation of any Product until the Customer has provided





1. Notwithstanding any other provisions in these Conditions:
  1. any obligation, liability, right, claim or remedy in tort (including, without limitation, for the avoidance of doubt, any breach of statutory duty) that the Customer may otherwise

and conditioned upon receipt of required government licences and approvals. The Customer shall not re-export the Products or any technical data supplied by CW (a) from the country of delivery, or (b) to any facility anywhere in the world engaged in the design, development, stockpiling, manufacturing or use of nuclear, missile, chemical or biological weapons, or (c) to any military end-user or to any Person for military end-use or distribution to a military end-user, in each case without fully complying with the regulations of all relevant government agencies including those of the United Kingdom, United States and Canada.

2. CW shall use its reasonable endeavours to obtain all necessary export or other licences, consents, clearances and/or authorisations (the

Order.

3. The Customer shall, in a timely manner and at its own cost and expense, provide to CW such end-user certificates, end-user undertakings or other information as CW may request in support of obtaining and maintaining Export Licenses.
4. In the event that such Export Licenses are not granted or are revoked, then such event shall be deemed to be a Force Majeure event under Article 10 and CW shall have no liability to the Customer for completing its obligations affected by such Export Licenses (including without limitation the supply of any Products), or for any loss, expense or damage whatsoever suffered by the Customer.
5. The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties or taxes. If any license or consent of any government or other authority shall be required for the acquisition, import, carriage or use of the Product by the Customer, the Customer shall obtain the same at its own expense and produce evidence of the same to CW on demand. CW shall provide certificates of delivery, certificates of origin and other information in its control that is reasonably necessary for the Customer to import the Products. The failure of any authority or government agency to issue such license or consent or the withdrawal thereof shall not entitle the Customer to withhold or delay payment of the purchase price.

10. **FORCE MAJEURE** CW shall not be liable for delay or failure in performance of any of its obligations to the Customer attributable in whole or in part to any cause beyond its reasonable control including, but not limited to, actions or inactions of government bodies whether in its sovereign or contractual capacity, changes in law, judicial action, war, civil disturbance, pandemic or epidemic, insurrection, sabotage, act of a public enemy, act of terrorism, labour difficulties or disputes, failure or delay

of energy, materials, labour or equipment, accident, fire, flood, storm or other act of

## 11. TERMINATION

1. CW may terminate any Order:
  1. immediately upon notice to the Customer if the Customer is delinquent for more than 30 days in the payment of any sum due to CW;

2. immediately upon notice to the Customer if it is in breach of



make use of any information obtained under the Order for publicity purposes; or (d) refer to the other or the Order in any advertisement or public notice.

**13. INDEMNITIES**

1. Customer agrees to indemnify, release, defend and hold harmless CW, its Affiliates, their employees, officers, directors, shareholders, agents, claims, costs, charges, expenses, damages and other liabilities

vitiating any insurance which the Customer may have relating to any claimed infringement and shall use its best endeavours to claim costs, or damages awarded against the Customer under such insurance, which shall be offset against any settlement costs or damages to be paid by CW in accordance with this Article 14. Without prejudice to any duty of the Customer at common law, Customer shall take such steps as CW may require to mitigate or reduce any such settlement costs or damages to be paid by CW in accordance with this Article 14.

4. The provisions of this Article 14 contain the sole and exclusive remedy of the Customer arising from the infringement or alleged infringement of any patent, copyright, trademark or other intellectual property of a third party.
5. The Customer warrants that any design or instructions furnished by it do not and shall not cause CW to infringe any patent, copyright, trademark, or other intellectual property of a third party.

**15. TECHNICAL DATA INVENTIONS**

1. Except as provided for in Article 6.1, the sale of Products and/or Services by CW confers on the Customer no right in, licence under, including but not limited to design, process technology, software and of whether any such technical data or invention or any portion of such technical data or invention arose out of work performed under an order placed by the Customer, and irrespective of whether the Customer has paid or is obligated to pay CW for any part of the design and/or development of the Products and/or Services.
2. CW shall not be obliged to safeguard or hold confidential any data, supply of Products and/or performance of Services unless (and only to the extent that) the Customer and CW have entered into a separate written confidentiality agreement.
3. All rights in any intellectual property created, designed, or conceived by CW in connection with or arising out of the performance of the Order by CW shall vest exclusively in CW and/or its suppliers. Except as agreed to in writing by CW, no work performed by CW shall be considered a work made for hire.

- 16. INJUNCTIVE RELIEF** It is expressly agreed that unauthorized reproduction, disclosure or unauthorized use by the Customer of Information or proprietary data supplied to the Customer will cause immediate and irreparable harm to CW for which money would be an inadequate remedy. In addition to any and all remedies available at law, CW shall be entitled to injunctive or other equitable remedies in all legal proceedings in the event of any threatened proprietary data.

**17. GOVERNING LAW AND JURISDICTION**

1. These Conditions shall be governed by and construed in accordance with:
  - 1.

2. (where CW does not include an United States domiciled entity) the laws of England and Wales, exclusive of any choice of law provisions.
2. All disputes arising out of or in connection with these Conditions and each supply of Products and/or Services by CW to the Customer other than a claim for monies due from the Customer to CW, but including its existence, validity or termination, shall be referred to and finally resolved in accordance with Article 18. All proceedings shall be conducted in the English language.
- 3.

York, New York. The award by the arbitrator or arbitrators shall be final, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

3. Any dispute arising out of or relating to the Order which is not subject to the provisions of Article 18.2, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the

force at the commencement of the arbitration. If the di



1. Curtiss-Wright Corporation has posted a copy of Curtiss-Wright Corporate Privacy Notice on the world wide web at: <https://www.curtisswright.com/privacy-notice/default.aspx>;
2. CW/Customer has reviewed a copy of the privacy notice.
3. Each party will:
  1. Ensure all personal data will be processed in accordance with the terms of this agreement and applicable privacy laws;
  2. Implement all appropriate security measures to protect personal data provided by the other Party against accidental, unlawful, or unauthorized (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access)
4. CW/Customer further agrees to enter into any additional agreements or adhere to any additional contractual terms and conditions related to personal data as Curtiss-Wright may instruct in writing

offer by CW to the Customer to supply any Products and/or Services

unless otherwise agreed in writing, the period: (a) in respect of Products commencing on the date of delivery of the Products; and expiring in