

SUPPLIER T&C'S

December 2022

Curtiss-Wright Corporation

firmware, forms, formulae, hardware, know-how, ideas, improvements, innovations,

revision is specified in the Purchase Order or Change Notice or other referenced document.

3. **Acceptance.** Seller's acceptance of the specifications, and other drawings and documents that are expressly incorporated into it, and incorporating these Terms. A written acknowledgment of this Purchase Order shall operate as acceptance of this offer upon the Terms herein even though the acknowledgment states terms and conditions which are additional to or different from those stated herein. Any terms with the Purchase Order are hereby objected to. Any such proposed terms shall be void and the Purchase Order along with these Terms shall constitute the complete and exclusive statement of the terms of the contract between the parties. If Seller fails to issue an acknowledgement of the Purchase Order, the Purchase Order shall be deemed to be accepted. Seller shall not be required to perform any work in relation to the Purchase Order, supply of any Products, or issue of any invoice. Any reference herein to any proposal, quotation or other communication by Seller shall, unless indicated to the contrary herein, be deemed to be limited to the terms. No modification, or deletion of or addition to these Terms shall be binding on either party unless made in writing.

replacements and charge Seller for the cost occasioned thereby; (iv) require that Seller re-perform non-conforming Services; (v) equitably adjust the price; or (vi) terminate this Purchase Order in whole or in part for default. All handling, storage, freight (both ways) and demurrage charges shall be at the cost of Seller. Payment for Products, Services and/or Work rejected hereunder shall be reimbursed by Seller. Seller shall not make any changes in the manufacture of Products to be delivered pursuant to Purchase Orders issued hereunder in manufacturing processes, materials, accessories, design, form, fit or function or in any other way without prior written notification to Buyer of such proposed change. Such notification and required acceptance extends to any change in external suppliers or location of manufacture or processing. Buyer reserves the right to terminate this Purchase Order for default if any changes are made without advance written approval. Except as otherwise agreed in writing, all shipments and supplies furnished under this Purchase Order shall be subject to final inspection and approval by Buyer, notwithstanding any previous inspection, or the earlier passing of title to Buyer or any prior payment by Buyer, or any prior inspection of any type. In case any Products, Services and/or Work is defective or otherwise not in conformity with the Purchase Order requirements, Buyer may, in its sole discretion and without waiving any other remedies that may be provided in the Purchase Order or at law exercise its rights as is provided in the Purchase Order and these Terms. Seller must notify Buyer of any non-conforming Products prior to shipment to Buyer. Seller must obtain written approval from Buyer prior to shipping any non-conforming Products to Buyer. Seller must notify Buyer of any non-conforming Products if determined during or after shipment. The inspection, approval, review or failure to inspect shall not relieve Seller from any of its obligations under the Purchase Order or constitute a waiver of any defects or nonconformities. The acceptance by Buyer of any Products, Services and/or Work under any Purchase Order will not limit or affect any warranty or right of indemnity granted by Seller under the Purchase Order, these Terms or otherwise. Seller shall maintain a quality control and inspection system acceptable to Buyer, and its customer. This system shall be such that all personnel are aware of the expectation for ethical behavior, their contribution to product or service conformity and product safety. During performance of this Purchase Order, all manufacturing processes are subject to review, verification and analysis by Buyer, its customer, the prime contractor and the applicable regulatory authorities. Seller shall maintain quality records associated with this Purchase Order for a minimum period of seven (7) years unless the Purchase Order indicates a longer retention period. Buyer may also request periodic phone conferences, status report submittals, or other reasonable and mutually-agreeable oversight activities.

- 6. Delivery.** Delivery of the Products, Documentation and/or performance of the Services in accordance with the established schedule stated in the Purchase Order is a material requirement of this Purchase Order. TIME IS OF THE ESSENCE. Seller shall furnish all resources necessary to assure compliance with the established delivery dates and/or performance dates. No acts of Buyer, including without limitation, modifications to this Purchase Order or acceptance of late deliveries, shall constitute a waiver of this provision. Seller shall also provide free of charge all documentation reasonably required by Buyer to use, operate and maintain the Products and/or Services. Except as may be specified in the Purchase

and/or Work deliverables required by the Purchase Order, and shall also include (including but not limited to, design, engineering, procurement, manufacturing, assembly, testing, and processing). Seller shall update the Schedule at regular intervals but no less than monthly to ensure its accuracy. Seller will make its Schedule available to Buyer in a format specified by Buyer for review at reasonable times and places. If Seller is unable to meet the required delivery schedules for any reason, Buyer shall have the option to:

8. **Risk of Loss.** Seller shall have risk of loss of the materials or ordered items furnished under this Purchase Order until arrival at the destination designated in this Purchase Order.
9. **Changes** Without notice to any sureties, make changes to any aspect of the Purchase Order and/or its performance, including, without limitation: (i) drawings, designs or specifications; (ii) method of shipment or packing; (iii) place or time of inspection, delivery or acceptance; (iv) the quantity and/or type of goods and/or services ordered; (v) the work or service schedules; (vi) the amount of any Buyer furnished property; and (vii) suspending the work in whole or in part for a stated time period. Upon receipt of a suspension order, Seller will immediately take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Purchase Order during the period of work stoppage. If Seller considers that the use of its employees constitutes a change under this section, Seller may, in its sole discretion, assign personnel concerning the goods or services furnished hereunder. Such assistance, exchange, or advice shall not constitute a change under this section or a waiver of this Purchase Order. In order to be valid and binding upon Buyer, any change, waiver, or amendment of this Purchase Order must be in writing and signed by an authorized representative of Seller.

including without limitation their specifications, components and/or composition; (ii) the manufacturing process; (iii) plant, equipment and/or tooling changes or moves; (iv) the location of any work performed hereunder; and/or (v) suppliers and/or subcontractors. Such a proposed Seller change shall not occur until Buyer has had the opportunity to determine the impact of such a proposed change on the Products and/or Services and Buyer has approved the proposed change in a Change Notice or in a writing. Seller shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. No claim by Seller for an adjustment to the schedule and/or price shall be based on any change made by Seller under this section. NOTWITHSTANDING THE ABOVE OR ANY OTHER PROVISION OF THIS PURCHASE ORDER, THE SELLER HEREBY AGREES THAT NO CHANGES TO THE PRODUCT AND/OR SERVICES THAT MAY BE REQUIRED IN ORDER TO MEET THE SPECIFIED PERFORMANCE REQUIREMENTS OF THIS PURCHASE ORDER SHALL ENTITLE THE SELLER TO ANY ADJUSTMENT IN EITHER PRICE OR TIME FOR PERFORMANCE.

10. **Assignment.** Seller may not assign this Purchase Order or any interest herein without the written consent of Buyer. Seller will obtain written acknowledgement by any permitted assignee, and Seller shall ensure that any permitted assignee shall be bound by the Terms of this Purchase Order. The non-assigning party shall not have any obligation to an assignee of the assigning party unless such consent is obtained. The Buyer is permitted to assign this Purchase Order to any Curtiss-Wright Corporation Affiliate.
11. **Intellectual Property Indemnity and Remedies.** Seller shall, at its own expense, indemnify, defend and hold Buyer and/or its customers harmless from all costs, damages, expenses, fees, liabilities and losses which may be incurred based on any action, allegation, claim, proceeding or suit that any Product, Services or Documentation furnished hereunder or any part thereof constitutes an infringement or misappropriation of any claim of any patent, copyright, trade secret or other intellectual property right, except for items manufactured by Seller pursuant to designs solely developed by Buyer and furnished to Seller by Buyer. Seller shall, at its own expense, settle or defend all actions, claims, proceedings or suits against Buyer in which any such infringement or misappropriation is alleged, and if any judgment shall be rendered against Buyer in any such action, claim, proceeding or suit, Seller shall, at its own cost and expense, satisfy and discharge same. Notwithstanding the foregoing, any settlement of such an action, claim, proceeding or suit to constitute an infringement or misappropriation or its use enjoined, Seller shall at its expense, in a timely manner: (1) procure for the Buyer and its customers the right to continue using the Product, Services and/or Documentation or part thereof, or (2) replace it with a substantially equivalent non-infringing Product, Services and/or Documentation, or (3) modify it so it becomes

non-infringing, but is substantially, functionally equivalent.

- the responsible person has issued either a Declaration of Conformity or a Declaration of Incorporation.
- the CE mark has been properly affixed.
- the machinery is safe.
- the manufacturer has carried out research and tests on the machinery and components to ensure that the design and construction is sound.

The Seller shall ensure that hazardous or sensitive substances are clearly marked as such in accordance with Control of Substances Hazardous to Health Regulations 1988 (COSHH) and any subsequent amendment thereof and that any safety precaution data sheets required for their handling are also clearly indicated on packaging and delivered therewith. Where Product is to be delivered into Europe, the Seller shall ensure that all substances, preparations and articles supplied conform to the EU Regulation (EC N° 1907/2006) on the Registration, Evaluation and Authorization of Chemicals (REACH) which came into force in June 2007. Seller shall also ensure that any substances, preparations or articles that are listed in Annex I to the Regulation, or which are subject to the authorization procedure of the European Chemical Agency (ECHA), are detailed on the Health and Safety data sheet supplied with the Product, and that Buyer is fully informed and agrees to accept this Product.

13. **Termination** (a) **Termination for Default.** Buyer may, by Change Notice or

or damages
If Seller for any reason anticipates difficulty in complying with the required delivery date, or in meeting any of the other requirements of this Purchase Order, Seller shall promptly notify Buyer in writing. Any such extension and/or waiver by Buyer shall not be construed as a continuous or future waiver of such provision nor shall it in any way affect the right of Buyer to terminate the Purchase Order or cancel the Purchase Order for default
rights and remedies are in addition to any other rights and remedies available to Buyer under these Terms, in law or in equity. (b) **Termination for Insolvency or Prolonged Delay.** If Seller ceases to conduct its operations in the normal course of business, fails to meet its obligations as they mature, becomes insolvent, or if any proceeding under the bankruptcy or insolvency laws is brought by or against Seller, a receiver for Seller is appointed or applied for, an assignment for the benefit of creditors is made or an excused delay (or the aggregate time of multiple excused delays) lasts more than sixty (60) days, Buyer may immediately terminate this Purchase Order without liability, except for Product, Services and/or Documentation completed, delivered and accepted within a reasonable period after termination (which will be paid for at the Purchase Order price). (c) **Termination for Convenience.** Buyer may, by written notice, terminate this Purchase Order for
In such event, Seller shall promptly comply with the directions contained in such notice and shall, subject to such direction: (i) take all necessary action to stop the work terminated, as provided in the notice, minimizing costs and liabilities and ensure that no further steps are taken to produce any undelivered Product or Documentation and/or perform any unperformed Services, (ii) protect, preserve and deliver any property related to this
use its best endeavors to mitigate any loss it may have incurred as a result of termination; (iv) place no further orders or subcontracts except as may be necessary for the completion of Work not terminated; and (v) continue the performance of such part of the Work, if any, as may not have been terminated by the notice. Upon termination under this clause, Buyer and Seller shall negotiate reasonable termination costs consistent with costs allowable under Article 9 entitled
a notice to Seller, unless the parties have agreed to a termination schedule in writing. Seller shall be entitled to reimbursement for its actual costs incurred up to and including the date of termination, such cost to be determined in accordance with current industry practices. The actual costs, in the aggregate, as a consequence of the termination, exceed the Purchase Order price of the items terminated, less the aggregate of all prior payments made. Upon payment of the amounts specified above, Seller shall make such disposition of completed or uncompleted items or any raw, semi-processed or completed materials as Buyer may direct. The Seller will comply with and be responsible for reasonable expenses
Order as Buyer may deem necessary, provided, however, that if Seller objects to an examination of
accounting firm may make such examination and prepare a report for both parties at

- 14. Subcontracting.** Seller shall not subcontract any portion of the Work without the

materials or services normally purchased by Seller and required by Seller in order to fulfill this Purchase Order shall not be construed as a subcontract. Subject to the foregoing, if Seller subcontracts any part of the Work under this Purchase Order outside of the final destination country where the Product and Documentation will be delivered or the Services performed, unless otherwise agreed in this Purchase Order, Seller shall be responsible for complying with all customs requirements and export control regulations related to such subcontracts. The Seller shall flow-down the provisions of this Purchase Order and its appendices to its suppliers through the

15. **Warranty.** Seller warrants that the Product and Documentation delivered hereunder shall be free from defects in design, workmanship and materials; shall be of merchantable quality; shall be fit for the purpose intended; shall perform in the manner specified; be free of any defects in title and shall conform to all requirements of this Purchase Order. All Product and Documentation shall be warranted by Seller for two (2) years from the date such Product and/or Documentation is placed in service by Buyer or three (3) years after acceptance by Buyer, whichever first occurs. Product and/or Documentation ordered to Government specifications shall comply with such drawings or specifications as are current at the date of this Purchase Order unless otherwise particularly specified by the Buyer. Any Product and/or Documentation to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety unless specifically authorized by the Buyer

19. Prices, Taxes, Payments, Payment Period and Invoice Proc

regulations applicable to such contract or subcontract.

damage, injury or delay arising out of or related to Buyer Furnished Property and Seller shall indemnify Buyer against any and all liability for damage to property or injury to or death of persons arising from or incidental to the presence or use of Buyer Furnished Property, whether such damage, injury, or death be caused by defects in such Buyer Furnished Property, negligence in the use thereof, strict

effect. If the dispute involves \$5 million or less, the arbitration shall be conducted by a single arbitrator. Either party to this contract may propose to the other the names of one or more persons, one of whom would serve as the single arbitrator. If, within thirty (30) days after receipt by a party of a proposal made in accordance with this paragraph the parties have not reached agreement on the choice of an arbitrator, the single arbitrator shall be appointed by the AAA in accordance with its Rules. If the dispute involves more than \$5 million, the arbitration shall be conducted by a tribunal of three arbitrators. Within fifteen (15) days after the commencement of arbitration, each party shall select one person to act as arbitrator and the two selected shall select a third arbitrator (who shall serve as the chairperson of the tribunal) within ten (10) days of their appointment. If the arbitrators se

or technology received pursuant to this Purchase Order may be used only for the purpose specified by Buyer and may not be exported by Seller from the United States or any other country in which it is received without the prior written approval of Buyer. Seller shall identify and mark all documents that contain information controlled for export under Export Control Laws, with appropriate and conspicuous export control markings, prior to transmittal to the Buyer. Seller is responsible for the Products it manufactures or assembles for Buyer and for marking these Products in English in accordance with the requirements of any applicable regulations. Further, Seller will cooperate with the requirements of any applicable regulations. Further, Seller will cooperate and qualification for preferential origin programs. The following trade data elements must be available to be printed out for Buyer or be capable of being transferred electronically to Buyer on each commercial invoice prior to shipment of Products: Country of Origin; HTS Classification; ECCN; License; Destination Control Statement; Buyer Part Number; Appropriate Delivery Term. Seller agrees that it will maintain, and reproduce upon demand, all documentation and records relating to the international transport of Buyer Products for a period of not less than one (1) year from the date of each shipment. Seller will provide written notice to Buyer in the event of an action by the U.S. or other national government customs/export authorities that relates specifically to Products, Documentation and/or Services provided to Buyer by Seller. Seller shall not give any foreign person access to information, Software, technical data or technology without the prior written consent of Buyer. No consent granted by Buyer shall relieve Seller of its obligations to comply with the provisions of this Article or the Export Control Laws, nor shall any such consent constitute a waiver of the requirements of this Article or the Export Control Laws, nor constitute consent for Seller to violate any provision of the Export Control Laws. Seller shall indemnify and save harmless Buyer from and against any and all damages, liabilities, penalties, fines, costs and expenses, including reasonable attorneys' fees, incurred by Buyer as a result of Seller's failure to comply with the provisions of this Article or the Export Control Laws.

