

# GOODRICH STANDARD TERMS OF SALE

## **1. APPLICABILITY**

These Conditions of Sale will apply to the Purchase Order to which these Conditions of Sale are attached and issued by Buyer to purchase any product or service ("Product") from Goodrich Corporation ("Seller"), whether or not referenced in the Order.

Except as provided in the "Buyer's Orders" section below, all provisions on Buyer's purchase order and all other documents submitted by Buyer are expressly rejected. Seller will not be deemed to have waived these Conditions of Sale if it fails to object to provisions submitted by Buyer. Buyer's silence or acceptance or use of Products constitutes its acceptance of these Conditions of Sale. Any modification or addition to these Conditions of Sale must be in writing and signed by an authorized representative of Buyer and Seller. Seller reserves the right to reject any Order submitted for its acceptance.

## **2. BUYER'S ORDERS**

Orders may specify: (1) Seller's Product part number; (2) requested delivery dates; (3) applicable price; (4) quantity; (5) location to which the Product is to be shipped; and (6) location to which invoices will be sent for payment. Orders are subject to acceptance by Seller. Seller's order acknowledgment will not constitute acceptance. Any additional or conflicting terms on purchase orders will not apply unless specifically agreed to in writing by Seller.

## **3. DELIVERY**

Delivery terms are FOB ORIGIN. Seller will schedule delivery in accordance with its standard lead time unless: (1) Buyer's Order requests a later delivery date; or (2) Seller agrees in writing to a separate delivery date. If Seller prepays transportation charges, Buyer will reimburse Seller upon receipt of an invoice for those charges. Title will pass to Buyer when Seller places Product at the disposal of Buyer at Seller's facility. Seller reserves the right to quote additional charges for any special routing, packing, labeling, handling or insurance requested by Buyer.

## **4. ACCEPTANCE**

Buyer will inspect Product within a reasonable period after delivery not to exceed 10 calendar days. Products will be presumed accepted unless Seller receives written notice of rejection explaining the basis for rejection within the same timeframe. Seller will be afforded a reasonable opportunity to repair or replace, at Seller's option, rejected Product. Following initial delivery, the party initiating the shipment will bear the risk of loss or damage to Products in transit. If Seller reasonably determines that rejection was improper, Buyer will be responsible for all expenses caused by the improper rejection.

## **5. CHANGES**

Buyer may issue a written change order to request changes within the scope of these Terms & Conditions including, without limitation, changes to Statement of Work. Such requests are subject to acceptance by Seller. Within a reasonable period of time after receipt of Buyer's written change order request, Seller will inform Buyer if the change will cause an increase in Seller's costs or time required to perform. The change will become effective, and Seller will commence performance, upon execution of a contract amendment. Unless otherwise agreed in writing, upon performance of the change order Seller will be entitled to invoice Buyer for the costs of the change, even if Seller agreed to proceed with the change prior to execution of a contract amendment.

## **6. PRICES AND PAYMENTS**

Prices for each Product are set forth in the Purchase Order, stated in United States currency. Seller reserves the right to correct any inaccurate invoices or errors in catalog prices. Payment terms are net 30 calendar days from date of invoice. Payment must be made in United States currency. Seller may without notice modify or withdraw credit terms including, but not limited to, requiring advance payment, guarantees, or other security. If Buyer is delinquent in its payment obligation to Seller, Seller may upon written notice to Buyer withhold future shipments and/or services until all delinquent amounts and late interest, if any, are paid. If delinquent amounts remain unpaid 30 calendar days after such written notice, then Seller may at its option: (1) declare Buyer's performance in breach and terminate any Order; (2) repossess Products for which payment has not been made; (3) withhold performance until all delinquent amounts and late interest, if any, are paid; (4) deliver future shipments on a cash with Order or cash in advance basis; (5) charge interest on delinquent amounts at a rate of 1.5% per month or the maximum rate permitted by law, if lower, for each month or part thereof; (6) charge storage or inventory carrying fees on Products; (7) recover all costs of collection including, without limitation, reasonable attorneys' fees; (8) if Buyer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (9) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are in addition to all other remedies available at law or in equity.

## **7. SETOFF**

Buyer will not set off or recoup invoiced amounts or any portion thereof against sums that are due or may become due from Seller, its parents, affiliates, subsidiaries or other divisions or units.

## **8. EXCUSABLE DELAY OR NONPERFORMANCE**

Seller will not be liable to Buyer for any failure to meet its obligations due to any cause beyond its reasonable control including, but not limited to: government embargoes or any other government acts that interfere with performance; blockades; seizure or freeze of assets; delays or refusals to grant an export license or the suspension or revocation thereof; fires, floods, severe weather conditions; any other acts of God, quarantines or regional medical crisis; labor strikes or lockouts; riots, strife, insurrection, civil disobedience, armed conflict, terrorism or war, declared or not or impending threat of any of the foregoing, if reasonably expected to cause injury to people or property; and shortages or inability to obtain materials or components. The due date of any performance affected by such an event will be extended by the period of time that Seller is actually delayed. If the inability to perform continues for longer than 6 months, either party will have the right to terminate the affected Order by providing written notice to the other party.

## **9. CANCELLATION**

Buyer may cancel any Order or portion of an Order by giving written notice to Seller specifying the detailed reason for the cancellation if: (1) Seller fails to correct a breach of these Conditions of Sale within 90 calendar days of written notice from Buyer of the breach; or (2) any insolvency or suspension of Seller's operations or any petition filed or proceeding commenced by or against Seller under any state or federal law relating to bankruptcy, arrangement, reorganization, receivership or assignment for the benefit of creditors.

## **10. DISPUTES**

Any dispute arising out of a Purchase Order, including the breach, termination or validity thereof, will be finally resolved by a sole arbitrator in accordance with the CPR Institute for Dispute Resolution

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Rules for Non-Administered Arbitration then currently in effect. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The place of arbitration will be New York City, New York.

Either party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy, under these Conditions of Sale, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the arbitrator's determination of the merits of the controversy.

### **11. APPLICABLE LAW**

These Conditions of Sale will be governed by the laws of the State of New York, U.S.A. without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, will not apply. Any suit must be brought in a state or federal court sitting in New York City, New York, U.S.A., and Buyer and Seller irrevocably consent to personal and exclusive jurisdiction and forum of, and agree to be bound by any judgment and orders rendered by, these courts.

### **12. LIMITATION OF LIABILITY**

Seller's liability for damages arising out of or relating to an Order is limited to the contract price for the specific Product that gives rise to the claim. IN NO EVENT WILL SELLER BE LIABLE FOR ANY INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, INDIRECT DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OR LAW, OR OTHERWISE.

### **13. NONDISCLOSURE AND NON-USE OF SELLER'S DATA AND INFORMATION**

These Conditions of Sale do not supersede any confidentiality agreement executed by Buyer and Seller that otherwise applies to products, services, technical data or other information delivered in connection with an Order. In the absence of such an agreement, Buyer may use Seller's confidential information only in the normal operation of Seller's products. Further, Buyer may disclose information only on a need-to-know basis, will protect against inadvertent disclosure, and will not disclose information to any third party without Seller's prior written consent.

### **14. INDEMNITY AGAINST PATENT AND COPYRIGHT INFRINGEMENT**

Seller will defend the Buyer against any suit arising out of any actual or alleged patent or copyright infringement of a valid patent or copyright, to the extent based on the Product as delivered by Seller, and indemnify for any final judgment assessed against Buyer resulting from such suit provided that Buyer notifies Seller at such time as it is apprised of the third-party claim, and agrees to give sole and complete authority, information and assistance (at Seller's expense) for the defense and disposition of the claim. Seller will not be responsible for any compromise or settlement made without Seller's consent.

Seller will have no obligation or liability with respect to: (a) Products provided pursuant to Buyer's designs, drawings or manufacturing

specifications; (b) Products used other than for their ordinary purpose; (c) claims of infringement resulting from combining any Product furnished hereunder with any article not furnished by Seller; or (d) any modification of the Product other than a modification by Seller.

Further, Buyer agrees to indemnify and defend Seller to the same extent and subject to the same restrictions set forth in Seller's obligations to Buyer as set forth in this "Indemnities Against Patent and Copyright Infringement" section for any suit against Seller based upon a claim of infringement resulting from (a), (b), (c), or (d) of the preceding paragraph.

Because Seller has exclusive control of resolving infringement claims hereunder, in no event will Seller be liable for Buyer's attorney fees or costs.

If a claim is made or if Seller believes that a claim is likely, Seller may, at its option, and at its expense, (i) procure for Buyer the right to continue using the Product; (ii) replace or modify the Product so that it becomes non-infringing; or (iii) accept return of the Product or terminate Buyer's license to use the infringing Product and grant Buyer a credit for the purchase price or license fee paid for such product, less a reasonable depreciation for use, damage, and obsolescence. Further, seller may cease shipping infringing Products without being in breach of these Conditions of Sale.

Any liability of Seller under this "Indemnities Against Patent and Copyright Infringement" is subject to the provisions of the "Limitation of Liability" section of these Conditions of Sale.

This "Indemnities Against Patent and Copyright Infringement" section states the parties' entire liability, sole recourse and their exclusive remedies with respect to infringement. All other warranties against infringement of any intellectual property rights, statutory, express or implied are hereby disclaimed.

### **15. SOFTWARE LICENSE**

"Licensed Software" means any software or software documentation in any form whatsoever delivered by Seller in connection with an Order that is not subject to a software license executed by the Parties.

Subject to the terms and conditions of the Purchase Order, Seller grants to Buyer a nonexclusive, limited license to use the Licensed Software only in the course of the normal operation of the Product on which it is installed.

The Licensed Software is proprietary information of Seller. Seller retains title to all Licensed Software. Making copies of Licensed Software except for one copy for archive purposes is prohibited unless specifically authorized by Seller in writing. Buyer will reproduce and include all Seller proprietary and copyright notices and other legends both in and on every authorized copy of Licensed Software.

Buyer may transfer the Licensed Software in conjunction with the resale of the Product, Buyer's product, or Seller supplied test equipment in which the Licensed Software is installed or with which it is used but only under terms consistent with and no less stringent than the terms set forth in this "Software License" clause. Except for the forgoing, the Licensed Software may not be sub-licensed, transferred, or loaned to any other party without Seller's prior express written consent.

Buyer may not either itself or with the assistance of others, make modifications to the Licensed Software including, but not limited to,

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translating, decompiling, disassembling or reverse assembling, reverse engineering, creating derivative or merged works, or performing any other operation on Licensed Software to recover any portion of the program listing, object code or source code or any information contained therein.

### **16. SPECIAL TOOLING AND DATA**

Seller owns all rights to all specifications, drawings, engineering instructions, data, material, equipment, software, including machining code/programming, CAD models, and test data that is not a deliverable, processes, facilities and tooling, including, but not limited to, jigs, dies, fixtures, molds, patterns, taps, gages, test equipment, manufacturing aids and replacement items, now existing or hereafter created, except to the extent that title is specifically transferred in writing from Seller to Buyer.

### **17. EXPORT**

Buyer is responsible for compliance with all import and export control laws and regulations. Buyer will obtain import, export, re-export approvals and licenses required for goods, transfers, services and technical data delivered and will retain documentation to support compliance with those laws and regulations. Seller will not be liable to Buyer for any failure to provide goods, services, transfers, or technical data as a result of government actions which impact Seller's ability to perform, including: (1) the failure to provide or the cancellation of export or re-export licenses; (2) any subsequent interpretation of any applicable import, transfer or export law or regulation, after the date of any Order or commitment, that has a material adverse effect on Seller's performance; or (3) delays due to Buyer's failure to follow applicable import, export, transfer, or reexport laws and regulations.

### **18. TAXES**

Seller's pricing excludes all taxes (including, but not limited to, sales, use, excise, value-added or other similar taxes), duties and charges. Buyer is responsible for all such taxes, duties, and charges resulting from an Order or Seller's performance, whether or not hereafter imposed, levied, collected, withheld or assessed. If Seller is required to impose, levy, collect, withhold or assess any such taxes, duties or charges on any transaction under an Order, then in addition to the purchase price, Seller will invoice Buyer for such taxes, duties, and charges unless at the time of order placement Buyer furnishes Seller with an exemption certificate or other documentation sufficient to verify exemption from such taxes, duties or charges.

### **19. NOTICES**

Every notice between the Parties relating to an Order will be made in writing, and, if to Buyer, to Buyer's authorized representative or, if to Seller, to Seller's authorized representative. Notices will be deemed received when delivered either:

1. Two (2) calendar days after mailing by certified mail, return receipt requested and postage prepaid; or
2. One (1) business day after deposit for next day delivery with a commercial overnight carrier provided the carrier obtains a written verification of receipt from the receiving party.

All notices must be addressed as follows:

Seller: **Goodrich Corporation**  
Address: 6061 Goodrich Blvd  
Jacksonville, FL 32226  
Attn:  
Buyer: Address:

### **20. GENERAL PROVISIONS**

**Assignment.** Buyer will not assign any rights nor delegate any obligations under an Order or any portion thereof without the advance, written consent of Seller which consent will not be unreasonably withheld. Seller may assign an Order in connection with the sale or transfer of all or substantially all of the assets of the business to which it pertains. Any attempt to assign or delegate in violation of this section will be void. **Waiver.** Failure of Seller to enforce at any time any of the provisions of these Conditions of Sale will not be construed to be a continuing waiver of any provisions hereunder nor will any such failure prejudice the right of Seller to take any action in the future to enforce any provisions hereunder. **Severability.** If any provision of these Conditions of Sale is determined to be illegal, invalid, or unenforceable by an arbitrator appointed in accordance with the Disputes section of these Conditions of Sale or court of competent jurisdiction, then the validity and enforceability of the remaining provisions hereunder will not be affected and, in lieu of such illegal, invalid, or unenforceable provision, there will be added as part of these Conditions of Sale one or more provisions as similar in terms as may be legal, valid and enforceable under applicable law. **Commercial Use.** Buyer represents and warrants that all Product purchases hereunder will not be used in the performance of a contract, or subcontract, with any government in a manner so as to affect Seller rights to data, technology, or other intellectual property supplied by Seller. Buyer shall not manufacture or enable manufacture by itself or any third party products that are a copy of the Product, are similar thereto, or products derived therefrom. Buyer shall not decompile, disassemble, decode, reproduce, redesign, or reverse engineer any samples, prototypes, software, or products including but not limited to the Product sold hereunder, or equipment or other tangible objects or any part thereof provided hereunder. Buyer shall not perform any services relating to Seller's products including the Product or equipment sold hereunder, or apply for any patents or copyright registrations containing design, manufacture, repair or overhaul of the Seller's product or parts including the Product or parts sold hereunder. Buyer shall not reverse engineer Seller's products or parts including the Product or parts sold hereunder, compare such products or parts to those other than Seller's products or parts or design products or parts similar to Seller's products or parts, or obtain FAA Parts Manufacturer Approval or other governmental approval to manufacture such products or parts. **Survival.** All rights, duties and obligations which by nature should apply beyond the term of the Purchase Order including, but not limited to, Sections 6, 10, 11, 12, 13, 15, and 18 of these Conditions of Sale, will remain in force after the acceptance and complete performance of any Order. **Entire Agreement.** The provisions contained within the Purchase Order, together with these Conditions of Sale, contain the entire agreement between the Buyer and Seller with respect to the subject matter hereof and supersedes any prior agreements and representations, oral or written, and all other communications between Buyer and Seller relating to the subject matter hereof. These Conditions of Sale will not be varied except by an instrument in writing subsequently executed by an authorized representative of each party.