



**Textron Aviation Defense LLC ("Seller")**

## **STANDARD COMMERCIAL TERMS AND CONDITIONS OF SALE**

### **1. ORDERS**

Buyer will place all orders for goods and services (collectively, "Goods") to be provided by Seller by sending to Seller a purchase order (the "Purchase Order" or "Order"). The Purchase Order shall contain only the Buyer and Seller identification, description, quantity, price, and/or delivery schedule of Goods by Buyer from Seller; and shall be subject to and governed solely by these Standard Commercial Terms and Conditions (the "Terms and Conditions"). Any terms or conditions set forth on any documents or forms utilized by Buyer, including, but not limited to, pre-printed terms and conditions on purchase order documents, and any communications (written or oral) between the parties that are inconsistent with, or are not included within, the Terms and Conditions contained herein, shall be of no force or effect unless signed by an authorized representative of Seller.

### **2. ORDER ACCEPTANCE**

Acceptance of the Order shall be indicated by the written acknowledgement of Seller's authorized representative. Seller shall not be obligated to accept any Order. Seller may not accept any Order issued at a time when Buyer is in default in its payments or other material obligations hereunder, notwithstanding the fact that notice of such default has not been given and/or that a cure period applies.

Seller's acceptance of Orders is given only on the express understanding and condition that only these Terms and Conditions shall govern and establish any rights and obligations of the parties with respect to the Goods covered thereby. Seller's failure to object to provisions contained in any document or communication from Buyer shall not be deemed a waiver of the application of the Terms and Conditions. Without limiting the generality of the foregoing, any terms or conditions set forth on any documents or forms utilized by Buyer and any communications (written or oral) between the parties that are inconsistent with, or are not included within the Terms and Conditions shall be of no force or effect unless signed by an authorized representative of Seller.

If Seller is unable to furnish any Goods on the Order in quantity, size or otherwise, as specified and described on the Order, the Order acknowledgment will so indicate within thirty (30) calendar days and may provide details as to recommended substitutes, including part number, description, price and availability.

### **3. ORDER OF PRECEDENCE**

Buyer and Seller agree that the Terms and Conditions are the only terms and conditions incorporated in Buyer's Order. In the event of a conflict between the information contained in Buyer's Order and the Terms and Conditions, the Terms and Conditions shall take precedence, unless otherwise agreed in writing by Seller.

### **4. CANCELLATION**

All cancellation requests may result in a cancellation charge to be reasonably determined by Seller based on such factors as whether the Goods were manufactured specifically for Buyer, Seller's ability to change its production schedule within the period of the notice provided by Buyer and whether Seller acquired or allocated particular supplies or equipment to meet Buyer's Order.

**5. CHANGES**

Textron Aviation Defense shall have the right, without your consent, to make changes in the Aircraft Support Items and to substitute equivalent equipment, accessories or material where such changes or substitutions are deemed necessary by Textron Aviation Defense; provided that such changes or substitutions shall not adversely affect the price, time of delivery or performance of the Aircraft Support Items, nor significantly affect its design, performance, weight or balance.

**6. INTELLECTUAL PROPERTY**

The Goods are based on technology developed solely by Seller, and Seller retains ownership of all intellectual property rights therein. No rights or licenses are granted to Buyer. Seller shall defend, or at its option, settle, any claim, suit or proceeding ("Claim") brought against Buyer based on an allegation that Goods manufactured and sold by Seller under this agreement directly infringe a valid United States patent, and Seller shall indemnify Buyer against any direct loss, damage or liability incurred by Buyer as a result of such Claim, provided: (a) Seller is notified promptly by Buyer in writing of the Claim and (b) Seller is given exclusive authority by Buyer and reasonable information and assistance by Buyer for the defense and/or settlement thereof.

In the event of a final adjudication by a court of competent jurisdiction that the Goods infringe such as patent and the use of sale thereof is enjoined (or in Seller's reasonable opinion, the use or sale is likely to be enjoined), Seller, shall, at its option, either (a) obtain for Buyer the right to continue using the Goods, (b) replace the Goods with non-infringing goods, (c) modify the Goods so they become non-infringing, or (d) refund to Buyer a pro-rata portion of the purchase price for the Goods.

The foregoing states the entire obligation of Seller with respect to intellectual property infringement indemnification.

Buyer shall not use any Goods delivered by the Seller to reverse engineer for any reason including repair or fabrication of any parts or tooling unless allowed under a separate agreement.

**7. DISPUTES**

Any dispute shall be communicated in writing. If Seller and Buyer cannot agree on a resolution of the dispute within 30 calendar days, the dispute shall be escalated to the respective director-level leadership of both Seller and Buyer for resolution. If the director-level leadership of Seller and Buyer are unable to resolve any dispute escalated to them within 30 calendar days, the dispute shall be escalated to the vice-president-level leadership of Seller and Buyer. If the vice-president-level leadership are unable to resolve any dispute escalated to them within 30 calendar days, Seller shall suspend work on the disputed portion of the contract until resolution of the dispute; either Party may, subject to Article 9 – GOVERNING LAW, pursue any rights or remedies available to it hereunder.

**8. GOVERNING LAW**

This Order shall be governed by the laws of the State of Kansas, USA, excluding its conflict of laws rules. The provisions of the Convention for the International Sale of Goods shall not apply.

Any and all disputes (whether arising in tort, contract or otherwise) arising under or in any way relating to the subject matter of this Agreement shall be governed by the laws of the State of Kansas, without regard to any conflicts of law principles applied in that State that would require application of any other law. Buyer and Seller each hereby consent to the exclusive jurisdiction and venue of the courts, state and federal, located in the State of Kansas, with respect to any action, suit or proceeding relating to this Agreement.

**9. ASSIGNMENT**

Neither Buyer nor Seller may assign, charge, transfer or otherwise dispose of an Order or any interests, rights or obligations therein in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld, delayed or conditioned. Notwithstanding the foregoing, Seller may assign any and all of its rights and obligations hereunder upon notification to Buyer to (i) any Seller-affiliated company; (ii) a third party pursuant to any sale or transfer of all or part of the assets or business of Seller; or (iii) a third party pursuant to or in connection with any financing, merger, consolidation, change in control, reorganization or other business combination involving Seller.

**10. COMPLIANCE WITH EXPORT STATUTES AND REGULATIONS**

(a) Buyer agrees to comply with all applicable export control laws and regulations, including, without limitation, the United States Export Administration Regulations ("EAR"), the United States International Traffic in Arms Regulations ("ITAR"), the United States Office of Foreign Assets Control Regulations ("OFAC"), and any applicable non-U.S. export control laws and regulations (collectively, "Export Control Laws and Regulations"). Buyer represents and warrants that no Goods subject to this agreement will be exported, re-exported, or transferred contrary to Export Control Laws and Regulations. Buyer agrees to indemnify and hold Seller harmless from any fines, penalties, or other liability imposed by any government entity arising from any failure of Buyer to comply with such laws and regulations.

(b) The parties acknowledge these Export Control Laws and Regulations impose restrictions on the import, export, re-export, and retransfer of Goods obtained under this agreement, and that licenses may be required before conducting such activities. Each party shall reasonably cooperate and exercise reasonable efforts to support the other party in obtaining any necessary licenses required to perform its obligations under this agreement. Seller will not be liable to Buyer for any failure to provide Goods under this agreement as a result of government actions that impact Seller's ability to perform, including, but not limited to any governmental failure to provide, or the cancellation of a license.

**11. WAIVER**

The failure of Seller to enforce any right or remedy provided in these Terms and Conditions or any other agreement between the parties, or by law, on a particular occasion shall not be deemed a waiver of that right or remedy on a subsequent occasion or a waiver of any other right or remedy.

**12. EXCUSABLE DELAY**

Seller shall not be in default by reason of any failure in performance of this contract if such failure arises out of causes beyond the control of and without the fault or negligence of Seller including but not restricted to:

(a)(i) an act of God, act of Government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargo, unusually severe weather, riot, war, acts of terrorism or any other event which constitutes a superior force; (ii) interferes with the performance of Seller's obligations; and (iii) the effects of which could not reasonably have been avoided by Seller ("Excusable Delay").

(b) In addition to the events described in paragraph (A), a delay caused by the default of a subcontractor of the Seller shall constitute an Excusable Delay if the event causing the default of such subcontractor is an event which meets the criteria set out in paragraph (A) and such delay has not been caused by Seller, unless the subcontracted supplies or services were obtainable at reasonable prices on commercially reasonable terms from other sources in sufficient time for Seller to meet the required delivery schedule.



In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. No adjustment will be made to price under a Purchase Order; adjustment of the delivery schedule is the exclusive remedy of Seller for an Excusable Delay.

**13. SUBCONTRACTS**

Seller may subcontract any part of the work or services to be provided under a Purchase Order without Buyer's prior written consent.

**14. ACCEPTANCE OF GOODS**

Unless otherwise mutually agreed in writing, Goods are sold only with Seller's standard quality control tests and calibrations and Seller's standard documentation. Not later than five (5) calendar days from the delivery date, Buyer shall notify Seller in writing upon receipt of Goods of all discoverable defects, including quantity shortages, incorrect product and visible defects. In the event Buyer fails to inspect the Goods or does not present a rejection notice to Seller in writing within five (5) calendar days of the delivery date, the Goods shall be deemed accepted. At that time, Buyer's only recourse or remedy for non-conforming or defective Goods shall be as provided in the warranty section of this agreement.

**15. RETURNED GOODS**

No return of Goods will be accepted by Seller without Seller's prior written authorization. Returned Goods must be in original manufacturer's shipping cartons complete with all packing materials.

**16. PACKING, CRATING AND SHIPPING**

The Goods shall be suitably packaged and prepared for shipment to withstand normal transportation and stocking functions.

**17. CONFIDENTIAL INFORMATION**

Any and all information disclosed or provided by Seller to Buyer in connection with a Purchase Order is proprietary and confidential to Seller. Buyer shall hold such information in confidence, shall not disclose it to any third party without the prior written consent of Seller's authorized representative, and shall use such information only as necessary to use the Goods delivered by Seller under this Order.

Buyer agrees that in the event of a breach or threatened breach of the provisions of this clause, and in addition to any other rights or remedies the Seller may have at law or in equity, Seller may seek injunctive or other equitable relief compelling compliance with the aforementioned confidentiality obligations.

**18. SHIPMENT AND RISK OF LOSS**

Title to the Goods shall pass to Buyer upon delivery.

The Goods shall be delivered Ex Works Seller's premises (EXW, Incoterms® 2020). Risk of loss shall pass to Buyer when Seller makes Goods available to Buyer at Seller's facility. Risk of loss also shall be transferred to Buyer if shipment or collection is refused due to Buyer's act or omission. Buyer shall be solely responsible for providing and paying for shipping insurance. Further, Seller shall not have any liability for any loss resulting from uninsured or under-insured Goods.

Incoterms® rules – International rules for the interpretation of the most commonly used trade terms defining the responsibilities of buyers and sellers for the delivery of goods in international commercial transactions. Incoterms® are published by the International Chamber of Commerce, Paris (current revision is "Incoterms®



2020"). Should the Incoterms® rules be revised such that the intentions of this agreement are materially affected, the parties agree to renegotiate applicable terms as required.

- 19. DELIVERY SCHEDULE** Buyer acknowledges that any delivery schedule provided by Seller is only an estimation of the lead times. Seller will use commercially reasonable efforts to initiate shipment and schedule delivery as close as possible to Buyer's requested delivery schedule but shall not be liable to Buyer for costs to procure or design substitute goods, any consequential damages, incidental damages, damages for loss of use or damages for loss of profits for any delay or failure to meet any delivery schedule, regardless of the reason.

Seller reserves the right to make deliveries in installments. Delivery of a quantity that varies from the quantity specified in Buyer's order shall not relieve Buyer of its obligation to accept delivery and pay for the Goods delivered. Buyer shall not refuse to accept delivery or any consignment or installment on account of any shortage or defect in any other delivery. Any parts shipped in excess of Purchase Order must to be returned unless the Buyer chooses to amend the Purchase Order to add the quantity.

Delays or changes in schedules resulting from Buyer's acts or omissions shall be subject to price adjustments in Seller's sole discretion. If a delivery is delayed at Buyer's request by more than thirty (30) calendar days after ready for shipment notification, Seller may charge demurrage costs in the amount of zero point five percent (0.5%) of the purchase price of the Order for each month or partial month of delay up to a maximum of five percent (5%) of the total purchase price.

**20. PRICING AND PAYMENT TERMS**

Prices quoted are for in-stock parts only and prices for backordered parts may be subject to change. All orders are accepted subject to Textron Aviation Defense price in effect at time of shipment.

Payment shall be received not later than thirty (30) calendar days after the date of Seller's invoice. Payment shall be made in full, without any set-off or deduction whatsoever in the currency in which the invoice is presented. Interest may be applied without any notice of default accrue on overdue invoices from the due date until payment at the rate of the lower of: (i) eighteen percent (18%) per annum; or (ii) the highest interest rate permitted by United States law. Buyer will be responsible for any litigation costs and attorneys' fees associated with collection of past due invoices. In the event the Buyer has failed to pay any of its invoices on time in accordance with the terms of this agreement the Seller reserves the right to suspend all outstanding deliveries of the Goods to the Buyer unless and until all such outstanding payments have been made to the Seller. It is acknowledged that any such suspension will not constitute a breach of this agreement on the part of the Seller.

**21. TAXES**

**For Domestic Orders:**

(a) All prices stated in this agreement shall be exclusive of sales tax, use tax, value-added tax, goods and services taxes or similar taxes.

(b) Buyer shall pay the cost of any sales, use, value-added, excise, transfer and other similar taxes or other governmental fees, duties and assessments which Seller is required by applicable law to charge to Buyer as a result of the transactions contemplated by this agreement, unless Buyer shall have timely provided to Seller a valid and properly completed exemption certificate certifying that Buyer is not subject to such taxes or amounts.



(c) Both parties agree to co-operate to eliminate or reduce any applicable taxes, duties, interests, penalties or similar charges which may be payable by either party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either party becomes subject to additional taxes, duties or similar charges which increases their financial liability during the term of this agreement, both parties will negotiate in good faith to attempt to reduce or eliminate such additional taxes, duties and similar charges. This is provided that neither party need take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

**For International Orders:**

(a) All prices stated in this agreement shall be exclusive of sales tax, use tax, value-added tax, goods and services taxes or similar taxes including any and all duties fees and other charges associated with the import to the Buyer's location.

(b) Seller shall have no liability for any assessments, taxes, levies or charges due or becoming due, whether imposed on Seller or Buyer, in connection with the performance by Seller of its obligations under this agreement other than Taxes, as defined below, imposed on Seller's net income. For the purposes of this agreement, taxes shall include, but not be limited to, sales, use, withholding, value added tax, stamp, excise, gross receipts, transfer, income tax, withholding tax, profits tax, turnover tax, tax payable on the income of expatriate employees, port dues, import, export and custom duties and any related penalties and interest ("Taxes").

(c) In the event such Taxes are imposed on Seller, Buyer shall reimburse the Seller for such Taxes within fifteen (15) calendar days of written request.

(d) All payments shall be made without deduction or withholding. In the event that Buyer is required by any law to make any deduction or withholding from any amount payable to Seller, then the amount payable to Seller shall be increased such that after all deductions and withholdings, the amount paid to Seller shall be equal to the amount to which Seller would have been entitled under this agreement had no deduction or withholding been required.

(e) Any amounts withheld by Buyer shall be timely remitted to the relevant authority as required by law. Buyer shall promptly provide the Seller with an official receipt or certificate in respect of the payment of such amounts.

(f) Both parties agree to co-operate to eliminate or reduce any applicable taxes, duties, interests, penalties or similar charges which may be payable by either party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either party becomes subject to additional taxes, duties or similar charges which increases their financial liability during the term of this Agreement, both parties will negotiate in good faith to attempt to reduce or eliminate such additional taxes, duties and similar charges. This is provided that neither party need take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).



**22. WARRANTY**

New Goods or products supplied by Seller under this agreement are warranted to be, at the time of delivery of the product, free from defects in material and workmanship. The warranty period shall be six (6) months from the date of delivery by Seller. If, at the time of delivery of the product, any such product is found to be defective in material or workmanship, Seller shall, if it confirms existence of the defect, repair or, at its option, replace such defective product at its expense and with reasonable promptness. Buyer shall provide Seller with written notice of a claimed defect within thirty (30) days after the defect becomes apparent to Buyer but in no event later than six months from the date of delivery of the Goods to Buyer. Said notice will contain reasonable proof that the claimed defect is covered by Seller's warranty. Seller's obligation hereunder is further conditioned upon return of the defective Goods to Seller within such period. The warranty period for Goods or parts thereof that have been repaired or replaced shall be six (6) months or the remainder of the original warranty period, whichever is greater.

**Warranty Exclusions:** Seller's warranty does not extend to any Goods which i) have been subjected to misuse, neglect, accident, improper, unintended or non-conforming installations; or ii) are used for purposes not included or not in accordance with Seller's prescribed operational maintenance procedures and instructions; or iii) which have been repaired or altered by Buyer or persons other than Seller (except as otherwise authorized by Seller) using practices that do not conform with Seller's prescribed maintenance and repair procedures; or iv) which have been damaged by secondary causes which are inconsistent with applicable product specifications, including but not limited to, improper voltages, adverse or extreme environmental conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed.

**23. LIMITATION OF LIABILITY AND DISCLAIMER OF OTHER WARRANTIES**

The only warranties made by Seller are those expressly provided herein. Any other statements expressed in the contract, including but not limited to proposals, specifications, drawings, or manuals shall not be deemed to constitute a warranty of the products. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE SHALL APPLY. THE REMEDIES SET FORTH IN THIS ARTICLE ARE THE SOLE AND EXCLUSIVE REMEDIES OF BUYER FOR ANY CLAIMS, EXPENSES OR DAMAGE ARISING OUT OF OR RELATED TO PRODUCTS DELIVERED UNDER THIS CONTRACT.

SELLER'S LIABILITY WITH RESPECT TO NONCONFORMING OR DEFECTIVE GOODS IS LIMITED TO BUYER'S NET CURRENT PURCHASE PRICE, AFTER CASH AND OTHER DISCOUNTS, OF ANY SUCH GOODS OR, AT SELLER'S OPTION, TO THE REPAIR OR REPLACEMENT OF SUCH GOODS UPON ITS EVALUATION BY SUPPLIER'S TECHNICAL REPRESENTATIVES OR ITS RETURN TO SUPPLIER, TRANSPORTATION CHARGES PREPAID.

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY SUCH LIMITED REMEDY, SELLER'S TOTAL LIABILITY IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT PAID BY BUYER TO SELLER UNDER THIS AGREEMENT.



NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT, SELLER SHALL IN NO EVENT BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL, COLLATERAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES SUCH AS BUT NOT LIMITED TO, LOSS OF REVENUES, LOSS OF ANTICIPATED SAVINGS OR LOST PROFITS, LINE STOP, RECALLS, HARM TO BUSINESS OR BUSINESS REPUTATION, WHETHER OR NOT FORESEEABLE, AND WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE OR IMPUTED NEGLIGENCE), STRICT LIABILITY OR OTHERWISE.

**24. INDEMNITY**

**Seller Indemnity:** Seller hereto agrees to defend and indemnify Buyer, its officers, directors and employees, from and against any and all claims, demands and causes of action (for this Article 29, collectively "Claim") asserted by any third party for loss or damage to tangible property or injury or death of any person, to the extent such damage, injury or death is caused by the negligence or other wrongful acts or omissions of the Seller in the performance of Seller's obligations under this agreement, provided that Seller is promptly informed in writing and is furnished a copy of each communication, notice or action and is given full and complete authority, information and assistance (at the Seller's expense) necessary for the defense, compromise or settlement of such Claim.

**Buyer Indemnity:** Buyer hereto agrees to defend and indemnify Seller, its officers, directors and employees, from and against any and all Claims asserted by any third party for loss or damage to tangible property or injury or death of any person, to the extent such damage, injury or death is caused by the negligence or other wrongful acts or omissions of the Buyer in the performance of Buyer's obligations under this agreement, provided that Buyer is promptly informed in writing and is furnished a copy of each communication, notice or action and is given full and complete authority, information and assistance (at the Buyer's expense) necessary for the defense, compromise or settlement of such Claim.

**25. PARTIAL INVALIDITY AND SEVERABILITY**

If any provision of the Order or the Terms and Conditions, including any limitation of warranty or liability, is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the parties agree to negotiate in good faith to draft a new legal and enforceable provision that, to the maximum extent possible, comports with the original intent of the parties and maintains the economic and other terms to which the parties originally agreed. If after thirty (30) calendar days the parties have been unable to reach agreement, the Order will be deemed terminated and may result in a cancellation charge in accordance with the provisions of **Article 4 – CANCELLATION**.

**26. INDEPENDENT CONTRACTOR**

Neither party is a partner, agent or legal representative of the other party and no fiduciary relationship between the parties is created by this Order. Seller is an independent contractor in the performance of the Order, and each party retains authority to manage its personnel, workers, subcontractors, and operations required for performance of its obligations hereunder.

**27. PUBLICITY**

This Order does not confer any right to use any name, trademark or other designation of either party in any advertising, publicity, or marketing activities. Neither party will issue press releases, advertising, sales promotions or other publicity documents or information referring to the other party without prior written consent of the other party.



**28. CHOICE OF LANGUAGE**

The Order, these Terms and Conditions, any document referenced herein or attached hereto, any report, any drawings or other technical information, or any notice or binding communication shall be drafted in English, shall be interpreted in accordance with the plain English meaning of their terms, and shall employ the units of measure customarily used by Seller in the United States.

**29. U.S. GOVERNMENT CONTRACT CLAUSES**

If this Order is a subcontract for commercial items or commercial components to a U.S. Government prime contract, then only the clauses specified in FAR 52.244-6 and DFARS 252.244-7000 as prescribed by FAR 44.403 and DFARS 244.403, respectively, shall apply.

Any U.S. Government contract clauses incorporated by reference are only applicable to this subcontract pursuant to the guidelines and prescriptions relating to mandatory flow down of requirements of said clauses; contract value; and contract type as defined in the FAR, DFAR, AFFAR, and AFMC FAR Supplement.

**30. COMPLIANCE WITH FAIR LABOR STANDARDS ACT**

Seller hereby certifies that all Goods sold hereunder which are produced or manufactured in the United States of America are produced in compliance with the Fair Labor Standards Act of 1938, as amended (29 U.S. Code 201-219). All requirements as to the certificate contemplated in the October 26, 1949 amendment to the Fair Labor Standards Act of 1938 shall be considered as satisfied by this certification.

**31. INSOLVENCY**

In the event either party shall file a voluntary petition, or any comparable petition, for bankruptcy, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship, or similar proceeding for the protection or relief of financially distressed debtors, the other party shall have the right to suspend or terminate operations hereunder with immediate effect upon written notice to the other party and to the fullest extent permitted by law.

Seller has the right to demand adequate assurance from Buyer of Buyer's ability to pay for Goods purchased. In the event Buyer is unable to or unwilling to provide such adequate assurance, Seller may suspend or terminate operations hereunder. Seller's right to adequate assurance from Buyer shall not be affected by Buyer's filing for bankruptcy, rehabilitation, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship or similar proceeding.

**32. ANTI-BOYCOTT COMPLIANCE**

Seller complies with all U.S. laws directed against foreign restrictive trade practices or boycotts as embodied in the Export Administration Act of 1979 (as amended), the Tax Reform Act of 1976 and all regulations and guidelines issued hereunder. Accordingly, to the extent that any Buyer Orders or other documents contain prohibited provisions, Seller takes specific exception and objects to these provisions which are not in compliance with the referenced laws and regulations. To avoid delays in processing Buyer Orders, all prohibited provisions in this regard must be deleted from Orders or other documents.

**33. COPYRIGHT**

Seller electronic firmware assemblies contain computer programs which are protected by copyright. All rights reserved are under copyright laws of the United States of America and other countries. Such computer programs may not be reproduced, in whole or in part, in any form, without prior written authorization from Seller.

**34. ATTORNEYS FEES**

If Seller brings an action or asserts a counterclaim for enforcement of the Terms and Conditions of any Order, Buyer agrees that Seller shall be entitled to an award of its reasonable attorney's fees and court costs associated with such enforcement or counterclaim proceedings in the event of a favorable judgment for the Seller.

**35. ENTIRE AGREEMENT**

The Terms and Conditions, including any exhibits and attachments hereto, comprise the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior proposals, representations, agreements and understandings, whether oral or written, except as stated herein.

**36. DATA PRIVACY**

36.1 Compliance with Law. The products and/or services being provided require the collection of Personal Information (information and data exchanged in connection with this Agreement related to any identified or identifiable natural person or, in case of a conflict with applicable law, which is subject to any applicable data privacy laws). The parties will comply with applicable data privacy laws governing Personal Information processed in connection with this Agreement. The parties take all reasonable commercial and legal steps to protect Personal Information.

**36.2 Rights and Obligations.**

- a. If Buyer provides Seller with Personal Information, Buyer will ensure that it has the legal right to do so. Buyer will notify the individuals whose Personal Information it has provided to Seller prior to providing it to Seller.
- b. Seller may share Personal Information with Seller's service providers in accordance with applicable data privacy laws and with appropriate protections.
- c. Seller may store Personal Information on servers located and accessible globally by Textron entities and their service providers with appropriate protections in place.
- d. If Seller processes Personal Information under this Agreement, Seller will retain the Personal Information for the term of this Agreement and thereafter as required under this Agreement, to protect Seller's legal rights, or as required or permitted by law or audit requirements. If processes Personal Information for purposes separate and apart from this Agreement, Seller serves as a controller and assumes legal obligations as a controller, including for defining the appropriate retention period.
- e. If the Personal Information is involved in a Data Breach Incident (set of circumstances that involve actual or a reasonable possibility of unauthorized access to or possession of, or the loss or destruction of, Personal Information), the party on whose system the data was stored is responsible for any notifications and associated costs. Unless prohibited by law or a regulator with jurisdiction over a party, the notifying party shall make reasonable efforts to coordinate with the other party to allow input into the notification before it is made.
- f. While performing under this Agreement, if a party learns of any: (i) complaint or allegation indicating a violation of the applicable data privacy laws regarding Personal Information; (ii) request from one or more individuals seeking to access, correct, or delete Personal Information; or (iii) inquiry or complaint from one or more individuals in relation to the processing of Personal Information, the party will exercise reasonable efforts to promptly notify the other party in writing, except to the extent prohibited by law, law enforcement, or a regulator with jurisdiction over such party. The parties shall provide reasonable commercial assistance to each other in investigating the matter, identifying the relevant information, preparing a response, implementing a remedy,



and/or cooperating in the conduct of and defending against any claim, court or regulatory proceedings.