

**B/E AEROSPACE, INC.**  
**TERMS AND CONDITIONS OF PURCHASE AND REQUESTS FOR QUOTATIONS**

The Bidder shall state its explicit understanding and compliance to each of the terms and conditions stated hereunder. B/E Aerospace will not accept partial, vague or ambiguous responses. Any such response shall affect B/E Aerospace's assessment of Bidder's overall response for which Bidder may be marked less favorably. In the event that the Bidder is successful in award a contract, the Bidder's response to, and its compliance undertaking to the terms and conditions hereunder, shall form the basis of the resulting contract with B/E Aerospace.

1. DEFINITIONS: As used throughout these Terms and Conditions of Purchase (hereinafter "Terms and Conditions") and any other contract, purchase agreement or purchase order referencing these Terms and Conditions, the following definitions apply unless the context requires otherwise.
  - (a) "Bidder" means the person, firm or company to whom this Request for Quotation is addressed.
  - (b) "Buyer" means B/E Aerospace, Inc. ("B/E") or the B/E affiliate, subsidiary, successor or assign that issues a Purchase Order referencing these Terms and Conditions.
  - (c) "Supplier" means the person, firm or company to whom this Purchase Order is addressed on the face sheets of this Purchase Order. As used hereunder the term "Supplier" shall also include Bidder.
  - (d) "Components" means all goods and services or any parts thereof to be supplied under this Purchase Order. As used herein, the definition of Components shall include services, as the context requires.
  - (e) "Purchase Order" means the contract arising between Buyer and Supplier for the supply of Components including all instructions, documents, specifications and drawings (if any) referenced therein. Where the context permits, the term Purchase Order shall include the applicable purchase agreement or other agreement that may reference these Terms and Conditions.
2. **ENTIRE AGREEMENT:** The Purchase Order and these Terms and Conditions, when accepted by Supplier's written acknowledgment or commencement of performance or indication thereof, represent the complete and exclusive agreement between Buyer and Supplier for the Components, superseding all oral or written prior agreements and all other communications between Buyer and Supplier relating to the subject matter of this Purchase Order. No change in, modification of, or revision to this Purchase Order or these Terms and Conditions shall be valid unless in writing and signed by an authorized representative of Buyer's Purchasing Department. In the event of any conflict between these Terms and Conditions and any term or condition on the face sheets of this Purchase Order, the Terms and Conditions on the face sheets of this Purchase Order shall control.
3. **ACCEPTANCE:** The Purchase Order and these Terms and Conditions are Buyer's offer to Supplier. Any acceptance of this Purchase Order is expressly limited to acceptance of the terms of the Purchase Order and these Terms and Conditions. Any additional or different terms, which may be contained in any documents furnished by Supplier, including those in any acknowledgment or invoice, are deemed material and Buyer hereby objects to and rejects them. Any of the following Supplier acts shall constitute acceptance (i) acknowledgment of this Purchase Order; (ii) commencement of performance; (iii) informing Buyer of commencement; or (iv) shipping of any Components in performance of this Purchase Order.
4. **DELIVERY AND DELAYS:** Time is of the essence. Delivery terms shall be as provided on the face sheets of this Purchase Order to Buyer's address identified on the face sheets of this Purchase Order where title and risk of loss shall pass. If delivery terms are not provided on the face sheets of this Purchase Order, delivery shall be Delivered At Place (DAP Incoterms (2010)) destination to Buyer's address identified on the face sheets of this Purchase Order where title and risk of loss shall pass. Buyer bases its schedules upon Supplier's representation that Supplier will deliver the Components to Buyer by the dates specified on the face sheets of this Purchase Order. Time is therefore of the essence and if the Components are not delivered within the time specified hereon, Buyer may reject such Components and cancel this Purchase Order, and have no obligation

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whatsoever to pay for the Components. Buyer's acceptance of delinquent deliveries shall not be deemed a waiver by Buyer of its right to cancel this Purchase Order, or to refuse to accept further deliveries. As soon as Supplier determines that a delivery date cannot be met, Supplier shall immediately inform Buyer in writing of the cause for such delay and Supplier's earliest possible delivery date so that Buyer can determine whether to accept Supplier's proposed new schedule. Supplier agrees that in the event Components are delinquent to Buyer's acknowledged Purchase Order, Supplier will grant Buyer first priority for completed Components allocation and shipment. The above remedies afforded to Buyer shall not be exclusive and Supplier shall indemnify and hold Buyer harmless from and against any and all damages, losses, demands, costs and expenses arising from claims of third parties due to any breach or default set forth above.

5. **ADVANCE MANUFACTURING, PROCUREMENT OR DELIVERY:** Supplier shall not, without Buyer's prior written consent, manufacture or procure materials in advance of Supplier's normal lead-time or deliver substantially in advance of schedule. In the event of termination or change, Supplier shall have no claim for any such manufacture or procurement in advance of such normal lead-time unless there has been such prior written consent of Buyer. Components delivered to Buyer substantially in advance of the scheduled delivery date may be returned, at Buyer's option, to Supplier at Supplier's expense subject to re-shipment to Buyer at Supplier's expense in accordance with the schedule hereon prescribed.
6. **PACKING:** Unless otherwise specified on the face sheets of this Purchase Order (i) Supplier shall package and crate Components in compliance with carriers' tariffs, (ii) Supplier shall place Components in suitable containers for protection in shipment and storage, (iii) Supplier shall comply with Buyer's bar code labeling requirements, and (iv) Components pricing shall include all charges for Supplier's packaging and crating. In the event that Buyer requires special packaging or special containers, Supplier shall separately state the amount of any such special packaging or special containers in its invoice. All packaging must comply with ISPM15 requiring heat treatment or fumigation of all non-manufactured wood packing materials. Supplier is responsible for all costs incurred because of non-compliance.
7. **PRICE:** This Purchase Order shall be limited to those prices specified on the face sheets of this Purchase Order, which are not subject to increase unless specifically authorized by a written amendment to this Purchase Order. If this Purchase Order omits price terms, the price of the Components shall be the price last quoted or paid, whichever is lower. Unless otherwise provided in this Purchase Order, prices specified on the face sheets of this Purchase Order shall include all applicable federal, state, local and value added taxes at the prevailing rate, imposts, duties or other governmental charges imposed upon the manufacture, sale or transportation of the Components specified herein. Buyer shall receive the benefit of any general reduction in Supplier's prices implemented prior to delivery. In no event shall Buyer be charged a price higher than charged to Supplier's other customers for goods of like grade and quality and in substantially the same quantities.
8. **PAYMENT:** Payment terms shall be as provided on the face sheets of this Purchase Order. If payment terms are not provided on the face sheets of this Purchase Order, all invoices will be paid by Buyer within ninety (90) days of the later of (i) Buyer's receipt of Supplier's correct invoice, which includes among other things, Buyer's Purchase Order number or (ii) the date of receipt, inspection and acceptance of the Components so ordered.
9. **QUALITY ASSURANCE AND INSPECTION:**
  - (a) Supplier and all Components delivered hereunder shall comply with all drawings, specifications, and quality documents of Buyer including B/E-PUR-P7.4.3 as well as all applicable United States Federal Aviation Administration ("FAA"), European Aviation Safety Agency ("EASA") and other regulatory requirements. All Components ordered may be subject to (i) First Article Inspection, Buyer source inspection, or in process inspection during the period of manufacture prior to shipment and (ii) final inspection, testing and acceptance at destination notwithstanding any prior payment or inspection and acceptance. First Article Inspections shall be paid for by Supplier and carried out in compliance with

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AS9102 as per BE-PUR-P7.4.3 using Forms BEA-FAI-001 and BEA-FAI-002 which are available on the Buyer Supplier Portal or an acceptable equivalent.

- (b) Supplier shall provide and maintain a quality control system acceptable to Buyer and in compliance with those quality control standards (if any) specified on the face sheets of this Purchase Order. Supplier's quality control system shall be subject to confirmation and acceptance by Buyer and other applicable regulatory agencies that may include the FAA, CAA or EASA.
  - (c) Buyer maintains the right of access by their organization, their customer, and regulatory authorities to all Supplier's facilities involved in the Purchase Order and to all applicable records and may require Supplier to flow down to its sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.
  - (d) Supplier shall seek Buyer's advance written consent of any plan to change to (i) Component manufacturing process; (ii) the tooling being used in the manufacture of Components; (iii) third party suppliers or outside processes; or (iv) the location of Component manufacturing to another Supplier facility (collectively referred to as "New Processes"), at least sixty (60) days prior to the proposed date to implement any such New Process. For clarity Supplier may not sell or otherwise provide to Buyer any Components manufactured using Supplier's New Processes until Supplier first obtains written approval and instructions from Buyer affected by such New Processes.
  - (e) Supplier shall provide certificates of conformance with Components supplied, plus any other reasonable documentation requested by Buyer. Supplier shall retain all underlying documentation that forms the basis of such certificates for a period of eleven (11) years from the date of issuance of each certificate. Original manufacturer's certificates of compliance are required for all Components and all raw materials used in the manufacturing of Components. Buyer reserves the right to return Components at Supplier's expense if Supplier has not provided required documentation within fifteen (15) days of delivery. If Supplier is found to have substituted or supplied incorrect Components or raw material, all costs or expenses incurred by Buyer associated with repair, replacement, recall or removal of such Components shall be paid by Supplier.
10. REJECTION OF NONCONFORMING COMPONENTS: In the regular course of its business, Buyer may reject, refuse acceptance, or revoke acceptance of any or all of the Components which are not strictly in conformance with all of the requirements of this Purchase Order and the applicable drawings, designs, and specifications, and by notice, rejection tag, or other communication, notify Supplier of such rejection. At Supplier's risk and expense and at Buyer's option, all such Components will be returned to Supplier for immediate (i) repair, replacement, and other correction and redelivery by Supplier as Buyer may direct or (ii) refund by Supplier of the price of any such Components. Notwithstanding any other provision, Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising from the non-conformance including but not limited to expenses related to inspecting, unpacking, examining, re-packing and storing any Components rejected or refused in accordance with the above. Buyer may withhold, deduct and/or set off money due, or which may become due to Supplier arising out of Supplier's performance under the Purchase Order. Supplier shall not re-tender rejected supplies unless Supplier submits notification of such past rejection is submitted with the re-tender and Buyer has consented to such re-tender.
11. WARRANTY: In addition to all warranties prescribed by law or given by Supplier, Supplier warrants to Buyer and its customers that all Components furnished hereunder will (i) be free from defects in material and workmanship; (ii) conform to the applicable drawings, designs, samples and specifications; (iii) meet all functional performance requirements; (iv) meet all of the requirements of this Purchase Order; and (v) be free from design defects. Unless otherwise specified in the Purchase Order, the Components shall be (i) new and not used or reconditioned; (ii) merchantable and (iii) suitable for the particular purpose or use for which Buyer purchases them. Supplier shall be liable for Buyer's actual costs, expenses and damages related to or arising

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from the Components not conforming to warranty requirements set forth in the Purchase Order and herein. This warranty shall survive any inspection, delivery, acceptance or payment by Buyer of the Components and are in addition to all other warranties available at law or equity. In addition to any other remedies which may be available at law, Buyer, at its option, may return to Supplier any nonconforming or defective Components, or require timely correction or replacement of the Components, and Supplier shall bear full responsibility for risk of loss or damage and full transportation charges. If Buyer does not require correction or replacement of nonconforming or defective Components, Supplier shall remit such portion of the contract price or such additional amount as is equitable under the circumstances.

12. **CHANGES:** Buyer may at any time, by written notice, make unilateral changes within the general scope of this Purchase Order in any one or more of the following: (i) drawings, designs or specifications; (ii) method of shipping or packing; (iii) place or time of inspection, acceptance or point of delivery; (iv) delivery schedule; (v) quantity of Components ordered; or (vi) order a suspension of Supplier's work. Should any such change increase or decrease the cost of, or the time required for performance of this Purchase Order, an equitable adjustment may be requested by Supplier or Buyer in the price, delivery schedule, or both. No claim by Supplier for such adjustment will be valid unless submitted to Buyer in writing within twenty (20) days from the date of such change. If Supplier considers that the conduct, statement or direction of any of Buyer's employees constitutes a change hereunder, Supplier shall notify Buyer's authorized representative and take no action on the perceived change pending written approval of Buyer's authorized representative. Only Buyer's authorized representative has authority to approve a change. Any change made by Supplier without such written approval shall be deemed voluntary by Supplier and not compensable in the cost of or time required for performance. Nothing contained in this clause shall relieve Supplier from proceeding immediately in the performance of this Purchase Order as changed.

13. **MATERIALS, TOOLS, EQUIPMENT AND FACILITIES:**

(a) Supplier shall furnish all materials, tools and equipment necessary for it to fulfill this Purchase Order ("Equipment"). Supplier represents that it now has, or can readily procure without assistance from Buyer, all Equipment and the facilities necessary for the performance of this Purchase Order.

(b) Any Equipment or facilities furnished to Supplier by or on behalf of Buyer or purchased by Buyer from Supplier (by a separate Purchase Order or as an item under this Purchase Order) for use in connection with the performance by Supplier hereunder and any improvements thereto or replacements thereof shall be held by Supplier as Buyer's property and shall not be used by Supplier except for the sole purpose of Supplier's performance under this Purchase Order. Supplier shall account for all Equipment so furnished to Supplier and/or purchased by Buyer. Buyer does not warrant any aspect of the Equipment. If requested by Buyer, Supplier shall execute a bailment agreement in a format acceptable to Buyer evidencing Buyer's ownership of the Equipment. Supplier may not deliver custody of any Equipment to any person or entity other than Buyer without Buyer's prior written permission. Buyer may enter Supplier's premises at any reasonable time to inspect the Equipment and Supplier's records with respect thereto.

(c) All of said furnished and/or purchased Equipment and facilities held by Supplier for use by Supplier in connection with performance under this Purchase Order shall be satisfactorily marked, segregated or otherwise clearly identified by Supplier as property of Buyer and/or others (as the circumstances may require). Supplier shall keep such Equipment in good condition and repair and shall be returned by Supplier, at Buyer's request and at Supplier's expense, in as good a condition as when received except for reasonable wear and tear and except to the extent that such Equipment has been incorporated in Components furnished by Supplier pursuant to this Purchase Order or has been properly consumed in the normal performance of work hereunder. Supplier may not deliver custody of any Equipment to any person or entity other than Buyer without Buyer's prior written permission. Buyer may enter Supplier's premises at any reasonable time to inspect the Equipment and Supplier's records with respect thereto.

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- (d) While in Supplier's custody and control, all of said furnished and/or purchased Equipment and facilities so held shall be held at Supplier's risk and Supplier is responsible for paying all personal property taxes that accrue on Equipment in Supplier's possession. Supplier shall keep such Equipment insured at not less than replacement cost thereof. All such insurance coverage shall provide that payments for loss thereof and damage thereto shall be paid to Buyer. Supplier shall furnish such evidence of insurance as Buyer may require. Supplier shall make no charge for storage, maintenance or retention of Equipment.
14. **INDEMNIFICATION AND INSURANCE:** Supplier shall indemnify, defend, and hold harmless Buyer and its affiliates, shareholders, officers and employees from and against any and all claims, demands, actions, losses, damages, liabilities, costs, and expenses, including but not limited to attorneys' fees, relating to, arising out of or in connection with (i) Supplier, its employees, agents, subcontractors, and/or lower tier subcontractors performance hereunder, (ii) any act or omission of Supplier, its employees, agents, subcontractors, and/or lower tier subcontractors in the performance hereunder or (iii) any Components supplied by Supplier under this Purchase Order. In the event Supplier, its employees, agents, subcontractors, and/or lower tier subcontractors enter premises occupied by or under the control of Buyer or third parties in the performance of this Purchase Order, Supplier shall indemnify, hold harmless and defend Buyer and its affiliates, shareholders, officers and employees from any loss, cost, damage, expense or liability by reason of property damage or personal injury, including Supplier's employees, of any nature or kind whatsoever arising out of, as a result of, or in connection with such performance occasioned in whole or in part by the actions or omissions of Supplier, its employees, agents, subcontractors, and/or lower tier subcontractors. Without in any way limiting the foregoing undertakings, Supplier and its subcontractors and/or lower tier subcontractors shall maintain insurance, naming Buyer as an additional insured, adequate to cover any products liability, public liability, property damage and automobile liability or any damage incurred in connection with Supplier's performance of any work on or about Buyer's premises and shall maintain proper Workmen's Compensation insurance covering all employees performing this Purchase Order. If requested by Buyer, Supplier will furnish certificates of insurance from its insurance carriers evidencing compliance with the foregoing obligation.
15. **DUPLICATION AND USE OF BUYER'S DATA:** For this section "Buyer's Data" means all technical data (including, without limitation, manufacturing, process, test or repair data, know-how, designs, and data describing physical, functional, or performance characteristics), computer software, and all other information and data that (i) has been supplied to Supplier (or any other person) by or on behalf of Buyer, whether transmitted in writing, orally, or otherwise; (ii) Supplier has designed, developed, or created at Buyer's expense; and (iii) all derivatives of (i) and (ii) that Supplier has designed, developed, or created. Supplier may use Buyer's Data only in the performance of work for Buyer. Except for articles or designs incorporated in the Components delivered hereunder which originated with Supplier and which may be completely severed from such Components, Supplier shall not, either during the performance of this Purchase Order or thereafter (i) reproduce or manufacture any Components called for hereunder or any part thereof for any third parties utilizing Buyer's Data except in the performance of Purchase Orders for Buyer or (ii) disclose any Buyer's Data without first obtaining Buyer's written consent. Upon Buyer's request, Supplier shall return all Buyer's Data and any copies thereof to Buyer. If with Buyer's written consent, Buyer's Data is furnished to Supplier's suppliers or subcontractors for use in the performance of this Purchase Order, Supplier shall (i) insert the substance of this provision in its orders with its suppliers and subcontractors and (ii) remain responsible hereunder for any breach by such supplier or subcontractor.
16. **SUPPLIER'S DISCLOSURES.** All unpatented ideas, information, design devices, prints, drawings, and technical information concerning Supplier's products, methods or manufacturing processes which Supplier discloses or furnishes to Buyer in connection with this Purchase Order shall be, except only to the extent as may be otherwise specifically agreed to in a written nondisclosure agreement signed by the authorized representatives of Buyer and Supplier, deemed to have been disclosed or furnished as part of the consideration for this Purchase Order and Supplier agrees not to assert any claims by reason of the use, duplication or disclosure thereof by Buyer and or its successors, assigns or customers. Buyer and its

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successors and assigns may subject all Components ordered herein to further manufacture, combine them with other articles, sell or put them to any use whatsoever, and Supplier may make no claim for royalties or additional compensation due to such manufacture, combination, sale or use.

17. ASSIGNMENT: No assignment of this Purchase Order, or any duty or right under it, shall be binding upon Buyer unless Supplier first obtains Buyer's written consent to such assignment. Any attempt to assign or delegate in violation of this section shall be void.
18. SUBCONTRACTING: Without the prior written consent of Buyer, Supplier shall not subcontract for procurement of all or any number of the Components covered by this Purchase Order in completed or substantially completed form. Supplier will be responsible for the performance of its subcontractors and suppliers and any breach or default of any provision of this Purchase Order by any of them shall be deemed a breach or default by Supplier.
19. TERMINATION:
  - (a) Termination for Convenience. Buyer may terminate, for its convenience, this Purchase Order, in whole or in part, by providing written notice to Supplier. Upon receipt of such notice, Supplier shall (i) immediately discontinue all work with respect to that portion of this Purchase Order terminated by Buyer; (ii) place no additional orders or subcontracts for materials or services as to that part of the work terminated; and (iii) take such other reasonable action as may reduce any termination costs due Supplier. In the event Buyer terminates for convenience any Purchase Order, in whole or in part, Supplier may submit a written claim which shall be limited to (i) an amount equal to or less than the aggregate purchase price of all Components completed prior to the termination within the established lead-times set by Buyer's delivery schedule, and (ii) Supplier's raw materials, work in process, supplies and other material costs (excluding overhead and profit) incurred in the production of any uncompleted Components scheduled for delivery within the established lead-times; provided that such costs under (i) and (ii) cannot be allocated by Supplier to other work. In no event shall termination costs exceed the total purchase price of the Components terminated by Buyer.
  - (b) Termination for Default. Buyer, by written notice, may terminate this Purchase Order for default if Supplier fails to (i) comply with any of the terms of this Purchase Order or these Terms and Conditions; (ii) make progress so as to endanger performance of this Purchase Order; or (iii) provide Buyer, upon request, with adequate assurance of future performance within the time period requested by Buyer.
  - (c) Termination for Insolvency. Buyer may terminate this Purchase Order immediately upon written notice to Supplier if Supplier (i) becomes insolvent; (ii) files a voluntary petition in bankruptcy; (iii) executes an assignment for the benefit of creditors; (iv) is adjudicated as bankrupt or insolvent or a receiver or trustee is appointed for Supplier; or (v) Supplier terminates its existence or ceases to do business.
  - (d) Remedies Upon Termination for Default or Insolvency. Any termination for default or insolvency shall be without liability to Buyer except for completed Components delivered and accepted by Buyer prior to such termination. Unless otherwise agreed to in writing by Buyer, any termination of this Purchase Order for Default or Insolvency shall operate as a cancellation of the entire undelivered portions of this Purchase Order, and Buyer shall retain all remedies at law or in equity arising out of the cancellation. Supplier will be liable for all Buyer's actual costs, expenses and damages caused by or resulting from Supplier's default including but not limited to excess costs associated with the re-procurement of the Components.
20. INTELLECTUAL PROPERTY: All designs, prototypes, samples, models, patterns, improvements, devices, products, technical information, bills of materials and drawings (whether or not patentable) (collectively, "Work Products") arising or in connection with a Purchase Order (including performance of and preparation for the Purchase Order), and created and developed either (i) jointly by both Supplier and Buyer, (ii) by

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Supplier or the employees of Supplier or (iii) by Buyer or the employees of Buyer, and all patents, copyrights, trade secret rights and other intellectual property rights related thereto, will be the exclusive property of Buyer. Upon Buyer's request, Supplier shall make such Work Products available to Buyer within ten (10) days of Buyer's request.

Supplier agrees that any works of authorship created by Supplier or any employees or any others used by Supplier in connection with the Purchase Order shall be considered "Works Made for Hire" as contemplated in 17 U.S.C. §101.

Supplier hereby gives, transfers, and assigns to Buyer all right, title, and interest now or hereafter arising in and to the Work Products and the "Works Made for Hire". Supplier agrees to execute and deliver free of charge such additional documents as Buyer deems necessary or desirable, at any time during or after the term of the Purchase Order or other agreement, to perfect or evidence Buyer's ownership of the Work Products and the "Works Made for Hire" or to enable Buyer to secure rights of copyright or letters patent in Buyer's name for the Work Products in any country throughout the world, provided that preparation of such additional documents shall be at the expense of Buyer.

21. **PATENTS AND PATENT INDEMNITY:** Except when the work hereunder or supplies are manufactured to detailed designs, originated and furnished by Buyer or by a process or method the use of which is specifically directed by Buyer, Supplier guarantees that the goods produced hereunder and the sale, importation or use of them will not infringe any patents and Supplier shall indemnify and save Buyer and its customers harmless from, any expense, loss, cost, damage or liability which may be incurred on account of infringement or alleged infringement of patent rights with respect to such Components and defend, at its own expense, any action or claim in which such infringement is alleged, provided Supplier is notified of such actions or claims against Buyer. In the event of an injunction or restraining order, Supplier shall, at its own expense, either procure for Buyer the right to continue to sell, import and use the Component, or replace or modify the Component so that it becomes non-infringing.
22. **STATUS AS INDEPENDENT CONTRACTOR:** Supplier is an independent contractor and while performing work on or off Buyer's premises, neither it nor any of its agents or employees shall be considered agents or employees of Buyer.
23. **LABOR DISPUTE:** Whenever any actual or potential labor dispute delays or threatens to delay the timely performance of this Purchase Order, Supplier shall immediately give written notice thereof to Buyer. Supplier shall insert the substance of this provision in its orders with its suppliers.
24. **NON-WAIVER AND REMEDIES:** Any and all failure, delay or forbearance of Buyer insisting upon or enforcing at any time or times, any of the provisions of this Purchase Order, or to exercise any rights or remedies under this Purchase Order shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies in those or any other instances, rather the same shall be and remain in full force and effect. The remedies herein reserved unto Buyer shall be cumulative and additional to any other remedies in law and equity.
25. **GOVERNING LAW:** This Purchase Order and the contract between the parties evidenced hereby shall be deemed made in the State specified in the address of Buyer identified on the face sheets of this Purchase Order and any action arising out of or related thereto, including tort claims, shall be construed and interpreted solely in accordance with the laws of such State disregarding any conflict of law provisions that may require the application of the law of another jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply. Venue and jurisdiction for all legal proceedings of any kind or nature brought to enforce any provisions of these Terms and Conditions or the Purchase Order shall also lie within the state and county from which Buyer issued the Purchase Order. Pending any prosecution, appeal, or final decision of any dispute, or the settlement of any dispute arising under the Purchase Order or these Terms and Conditions, Supplier shall proceed diligently, as directed by

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Buyer, with performance of the Purchase Order. In no event shall Supplier commence any action arising out of the Purchase Order or the contract between the parties later than one year after the cause of action has accrued.

26. **WAIVER OF LIENS:** Supplier hereby waives and relinquishes all liens or claims, statutory or otherwise, which Supplier now has or may hereinafter have as a result of labor performed and materials furnished by Supplier to Buyer in performance of this Purchase Order.
27. **PUBLICITY:** Supplier shall not use the name of Buyer in any advertising or publicity, nor make any news release, public announcement, denial, or confirmation of this Purchase Order or any part or any phase thereof, without the prior written approval of Buyer.
28. **COMPLIANCE WITH LAW:**
  - (a) Supplier warrants that the performance of any work pursuant to this Purchase Order is and shall, in all respects be in strict compliance with all laws, rules, regulations, ordinances, proclamations, demands, directives, or other legal requirements that now govern or may hereafter govern the manufacture, sale or delivery of the Components contemplated by this Purchase Order including but not limited to any applicable laws relating to basic working conditions and human rights, slavery or human trafficking. Supplier represents that it will not furnish or supply "counterfeit goods" to Buyer including but not limited to the Components or materials or sub-components of Components. Supplier's violation of any applicable laws relating to basic working conditions and human rights, including laws regarding slavery and human trafficking, applicable to Supplier's performance of work pursuant to this Purchase Order, shall be deemed a material breach of this Purchase Order giving Buyer the right to cancel any undelivered portions of this Purchase Orders for cause and Buyer may also exercise any other rights it may have at law, equity or under these Terms and Conditions for Supplier's breach. Supplier agrees upon request to furnish Buyer with a certificate of compliance relating to any such laws and regulations in such form as Buyer may require. Supplier agrees to indemnify and hold Buyer harmless from any liability arising from any failure of Supplier to comply with such laws and regulations. Supplier agrees to obtain all necessary permits and licenses at its expense.
  - (b) In performing the obligations of this Agreement, Supplier will comply with all applicable export, import and sanctions laws, regulations, orders, and authorizations, as they may be amended from time to time, applicable to the export (including re-export) or import of goods, software, technology, technical data or services, including without limitation the United States Export Administration Regulations ("EAR"), the United States International Traffic in Arms Regulations ("ITAR"), the United States Foreign Corrupt Practice Act, the United States Arms Export Control Act and regulations and orders administered by the United States Treasury Department's Office of Foreign Assets Control (collectively, "Export/Import Laws").
  - (c) Supplier shall obtain all export or import authorizations, permits and licenses at its expense, which are required under the Export/Import Laws to execute its obligations under the Purchase Order. Supplier shall at its own expense to support Buyer in obtaining any necessary licenses or authorizations required to perform its obligations under the Purchase Order. Support shall include providing reasonably necessary documentation, including import, end-user and retransfer certificates.
  - (d) Supplier shall, upon request, notify Buyer of the export classification (e.g., the Export Control Classification Numbers ("ECCN"), Harmonized Tariff Schedule ("HTS") code or U.S. Munitions List ("USML") category and subcategory) for such goods, software, technology, technical data or services as well as the export classification of any components or parts thereof if they are different from the export classification of the goods, software, technology, technical data or services at issue. Supplier acknowledges that this representation means that an official capable of binding the party providing such



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goods, software, technology, technical data or services knows or has otherwise determined the proper export classification.

- (e) If Supplier delivers Components to Buyer that are shipped directly to Buyer where Buyer is the importer of record into the United States and its insular possessions, Supplier agrees to, upon request, complete Buyer's Customs-Trade Partnership Against Terrorism ("C-TPAT") Security Self Assessment Questionnaire.
- (f) In addition, Supplier shall comply with all applicable country laws relating to anti-corruption or anti-bribery, including but not limited to (i) the requirements of the Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §§78dd-1, et. seq.), regardless of whether Seller is within the jurisdiction of the United States; (ii) the United Kingdom's Bribery Act 2010 (the "Bribery Act"); and (iii) legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") or other anti-corruption/anti-bribery convention. In addition Supplier shall neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery.
- (g) Supplier shall disclose to Buyer any "conflict minerals" (as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act and the SEC rules implementing the requirements of Section 1502 (collectively, the "Conflict Minerals Rules")) that are contained in the Components prior to delivering such Components to Buyer. If any of the Components contain conflict minerals, Supplier shall, at Buyer's request, cooperate in good faith and provide sufficient information to enable Buyer to conduct a "reasonable country of origin inquiry" regarding these conflict minerals in a manner that satisfies Buyer's obligations under the Conflict Minerals Rules and, in the event that the conflict minerals contained therein come from the "Covered Countries" (as defined in the Conflict Minerals Rules), Supplier shall cooperate in good faith and provide sufficient information to enable Buyer to conduct the due diligence investigation required under the Conflict Minerals Rules and to provide the necessary information in a conflict minerals report required under the Conflict Minerals Rules. In addition to these specific inquiries, Supplier shall cooperate in good faith and provide all information that is reasonably requested by Buyer in connection with its compliance with the Conflict Mineral Rules. As a material condition of this Agreement, Supplier agrees that it shall only source conflict minerals contained in Components from "DRC conflict free" sources (as defined in the Conflict Minerals Rules). Notwithstanding anything in this Agreement to the contrary, unless Buyer is satisfied, in its sole discretion, that conflict minerals contained in the Components are DRC conflict free, Buyer shall have the right to reject such Components and seek alternative sources and cover damages for such Components.
- (h) If a Purchase Order is for a contract or subcontract with the U.S. government, then the following applies: "The Equal Employment Opportunity clauses in Section 202 of Executive Order 11246, Section 503 of the Rehabilitation Act of 1973, and Section 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974, as amended, 29 CFR Part 471, Appendix A to Subpart A (EO13496), and the implementing rules and regulations of the Office of Federal Contract Compliance Programs (41 CFR, Chapter 60) are incorporated herein. This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a). These regulations prohibit discrimination against qualified individuals on the basis of protected veteran status or disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability."

29. ENVIRONMENT, HEALTH AND SAFETY REQUIREMENTS:

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- (a) Supplier warrants that, except as agreed in writing by Buyer, none of the chemical substances constituting or contained in the Components sold or otherwise transferred to Buyer under this Purchase Order are (i) "Hazardous Substances" as defined in the United States Comprehensive Environmental Response, Compensation And Liability Act ("CERCLA"), (ii) substances included in Annex XIV of the European Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorization, and Restriction of Chemicals ("REACH") or (iii) on the "Candidate List" in a concentration greater than 0.1% by weight as defined by the European Chemicals Agency ("ECHA"), all as modified from time to time.
  - (b) Supplier acknowledges and agrees that the "Hazardous Substances" and substances on the "Candidate List" or Annex XIV of REACH as well as associated requirements are evolving and Supplier undertakes to (i) regularly monitor relevant data sources, (ii) use its best efforts to meet future requirements.
  - (c) Supplier shall not deliver Components to Buyer that contain any substances banned or requiring authorization under applicable laws, rules or regulations nor Components infringing a (pre-) registration requirement or a restriction under REACH.
  - (d) Supplier shall comply with all applicable requirements of REACH and fully cooperate with Buyer to enable the latter to fulfill all obligations under REACH, the European Regulation No 1272/2008 on classification, labeling and packaging of substances and mixtures ("CLP") and any related national legislation and requirements of relevant competent authorities.
  - (e) Supplier shall not provide Components, tooling or any equipment containing or relying on a (i) Controlled Substance or (ii) "Ozone-Depleting Substance" except where Supplier has obtained an express advance written approval and authorization from Buyer. As used herein, "Controlled Substance" means any substance designated by European Regulation (EC) No 1005/2009 Annex I and "Ozone-Depleting Substance" means any substance designated in the U.S. Code 40 CFR Part 82 as Class I or Class II.
  - (f) Supplier agrees to indemnify and hold Buyer harmless from any Losses arising from any failure of the Components from complying with the above requirements or applicable laws, rules and regulations.
  - (g) The packaging, labeling, and shipping of all Components containing or comprising hazardous substances must conform to all applicable laws and regulations, including the CLP. In addition to the application of proper shipping labels on the outside container, each container of hazardous substances, mixtures and/or articles shall be marked with the appropriate label in accordance with all applicable laws, rules and regulations relating to hazardous substances, mixtures and/or articles. Supplier shall supply Buyer with any and all required safety data sheets ("SDS") as well as all data and information required to allow fulfillment of classification, labeling, packaging and information responsibilities under applicable laws and regulation when requested by Buyer.
  - (h) Supplier shall implement an environmental management system ("EMS") and meeting the requirements of International Standards Organization ("ISO") 14001 with respect to its performance under the Purchase Order. Supplier shall also implement a health and safety management system ("HSMS") with respect to its performance under the Purchase Order.
30. SEVERABILITY: If any of the Terms and Conditions of purchase herein or this Purchase Order are at any time held to be invalid or unenforceable, such term or condition shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the Terms and Conditions which shall remain in full force and effect and, in lieu of the invalid or unenforceable provision, there will be added as part of these Terms and Conditions of purchase or this Purchase Order one or more provisions as similar in terms as may be valid and enforceable under applicable law.

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31. SURVIVAL: All rights, duties and obligations which by their nature should apply beyond the term of this Purchase Order will remain in force after Supplier's completion of this Purchase Order or any termination of performance of this Purchase Order.
  
32. GOVERNMENT CONTRACTS: The applicable provisions set forth in Schedule A attached hereto and incorporated herein in effect on the date of the particular Order shall apply to all Purchase Orders issued under or related to a contract with the U.S. Government or subcontract at any tier under a U.S. Government contract. By notice to Supplier, Buyer may supplement this Schedule A with mandatory flow-down requirements, and these changes shall be made without cost to Buyer.

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**TERMS AND CONDITIONS OF PURCHASE AND REQUESTS FOR QUOTATIONS**

Schedule A

For all Purchase Orders issued by Buyer under or related to contracts with the U.S. Government or subcontracts at any tier under U.S. Government contracts, the following clauses from the Federal Acquisition Regulation ("FAR") and the Department of Defense FAR Supplement ("DFARS") are applicable to and incorporated by reference into all such Purchase Orders. Supplier agrees to flow-down all applicable clauses to its suppliers.

FAR	TITLE
52.203-3	Gratuities
52.203-5	Covenant Against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.204-2	Security Requirements
52.204-9	Personal identity verification of contractor personnel
52.204-10	Reporting executive compensation and first tier subcontract awards
52.209-5	Certification regarding debarment, suspension, proposed debarment, and other responsibility matters
52.209-6	Protecting the government's interest when subcontracting
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.214-26	Audit and Records--Sealed Bidding
52.214-27	Price Reduction for Defective Cost or Pricing Data--Modifications--Sealed Bidding
52.214-28	Subcontractor Cost or Pricing Data – Modifications – Sealed Bidding
52.215-2	Audit and Records—Negotiation
52.215-10	Price Reduction for Defective Cost or Pricing Data
52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications
52.215-12	Subcontractor Cost or Pricing Data
52.215-13	Subcontractor Cost or Pricing Data--Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Post Retirement Benefits (PRB) Other Than Pensions
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for cost or pricing data or information other than cost or pricing data
52.215-21	Requirements for cost or pricing data or information other than cost or pricing data
52.215-22	Limitations on pass-through charges – identification of subcontractor effort
52.215-23	Limitations on pass-through charges
52.217-6	Option for Increased Quantity
52.217-7	Option for Increased Quantity--Separately Priced Line Item
52.219-8	Utilization of Small Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-16	Liquidated damages – subcontracting plan

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FAR	TITLE
52.219-25	Small disadvantaged business participation program — disadvantaged status and
52.222-1	Notice to the Government of Labor Disputes
52.222-3	Convict labor
52.222-4	Contract Work Hours and Safety Standards Act--Overtime Compensation
52.222-20	Walsh-Healey Public Contracts Act (Applicable if Order Exceeds \$15,000)
52.222-21	Certification of Nonsegregated Facilities
52.222-22	Previous contracts and compliance reports
52.222-25	Affirmative action compliance
52.222-26	Equal Opportunity
52.222-35	Affirmative Action for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans
52.222-39	Notification of Employee Rights concerning Payment of Union Dues or Fees
52.222-41	Service contract act of 1965, as amended
52.222-50	Combating trafficking in persons
52.222-54	Employment Eligibility Verification (
52.223-3	Hazardous Material Identification and Material Safety Data
52.223-7	Notice of Radioactive Materials
52.223-11	Ozone-Depleting Substances
52.223-13	Certification of toxic chemical release reporting
52.223-14	Toxic Chemical Release Reporting
52.223-18	Contractor policy to ban text messaging while driving
52.225-1	Buy American Act—Supplies
52.225-2	Buy American Act--Balance of Payments Program Certificate
52.225-3	Buy American Act--Free Trade Agreement--Israeli Trade Act
52.225-4	Buy American Act—Free Trade Agreements – Israeli Trade Act Certificate
52.225-5	Trade Agreements
52.225-6	Trade Agreements Certificate
52.225-8	Duty-Free Entry
52.225-13	Restrictions on Certain Foreign Purchases
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.227-6	Royalty information
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications--Classified Subject Matter
52.227-11	Patent Rights--Ownership by the Contractor
52.227-13	Patent Rights--Ownership by the Government
52.227-14	Rights in Data—General
52.227-16	Additional Data Requirements
52.228-5.1	Insurance – work on a government installation
52.229-3	Federal, State, and Local Taxes
52.230-2	Cost Accounting Standards
52.230-3	Disclosure and Consistency of Cost Accounting Practices
52.230-6	Administration of Cost Accounting Standards
52.232-7	Payments Under time and material and Labor Hour Contracts

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FAR	TITLE
52.232-17	Interest
52.233-3	Protest after Award
52.234-1	Industrial Resources Developed under Defense Production Act Title III
52.237-3	Continuity of services
52.242-13	Bankruptcy
52.242-15	Stop Work Order
52.242-17	Government Delay of Work
52.243-6	Change order accounting
52.244-2	Subcontracts
52.244-5	Competition in subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-2	Government property installation operation services
52.245-9.1	Use and Charges
52.246-2	Inspection of Supplies--Fixed Price
52.246-16	Responsibility for Supplies
52.246-17	Warranty of Supplies of a Noncomplex Nature
52.246-18	Warranty of Supplies of a Complex Nature
52.247-63	Preference for U.S. Flag Air Carriers
52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels
52.248-1	Value Engineering

DFAR	TITLE
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252.204-7000	Disclosure of Information
252.204-7008	Requirements for contracts involving export-controlled items
252.208-7000	Intent to furnish precious metals as government furnished material
252.209-7004	Subcontracting with firms owned or controlled by the government of a terrorist country
252.211-7000	Acquisition Streamlining
252.211-7003	Item Identification and Valuation
252.211-7007	Reporting of government furnished equipment
252.215-7000	Pricing Adjustments
252.215-7002	Cost estimating system requirements
252.219-7003	Small Business Subcontracting Plan
252.219-7004	Small Business Subcontracting Plan
252.222-7000	Restrictions on employment of personnel
252.222-7006	Restrictions on the use of mandatory arbitration agreements
252.223-7001	Hazard Warning Labels
252.223-7006	Prohibition on storage and disposal of toxic and hazardous materials
252.225-7000	Buy American Act Balance of Payments Program
252.225-7001	Buy American Act and Balance of Payments Program
252.225-7002	Qualifying country sources as subcontractors
252.225-7006	Quarterly reporting of contract performance outside the United States
252.225-7007	Prohibition on acquisition of United States munitions list items
252.225-7008	Restriction on acquisition of specialty metals
252.225-7009	Restrictions on acquisition of certain articles containing specialty metals

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DFAR	TITLE
252.225-7012	Preference for Certain Domestic Commodities
252.225-7013	Duty Free Entry
252.225-7016	Restriction on Acquisition of Ball and Roller Bearings
252.225-7020	Trade Agreements Certificate
252.225-7021	Trade Agreements
252.225-7025	Restriction on acquisition of forgings
252.225-7028	Exclusionary policies and practices of foreign governments
252.225-7030	Restriction on Acquisition of Carbon, Alloy, and Armor Steel Plate
252.225-7033	Waiver of united kingdom levies
252.225-7035	Buy American Act – Free Trade Agreements – Balance of Payments Program Certificate
252.225-7036	Buy American Act – Free Trade Agreements – Balance of Payments Program
252.225-7043	Antiterrorism/force protection policy for defense contractors outside the United States
252.226.7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7013	Rights in technical data - noncommercial items
252.227-7014	Rights in noncommercial comp. software & noncommercial comp. software documentation
252.227-7015	Technical data - commercial items
252.227-7016	Rights in bid or proposal information
252.227-7017	Identification and assertion of use, release, or disclosure restrictions
252.227-7018	Rights in noncommercial technical data and computer software
252.227-7019	Validation of asserted restrictions—comp. software
252.227-7025	Limitations on use or disclosure of government-furnished information marked with restrictive legends
252.227-7026	Deferred delivery of tech. data or comp. software
252.227-7027	Deferred ordering of tech. data or comp. software
252.227-7028	Technical data or computer software previously delivered to the government
252.227-7030	Technical data - withholding of payment
252.227-7037	Validation of restrictive markings on technical data
252.227-7038	Patent rights – ownership by the contractor
252.227-7039	Patents - reporting of subject inventions
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles, and Space Launch Vehicles
252.231-7000	Supplemental cost principles
252.235-7003	Frequency authorization
252.236-7000	Modification proposals - price breakdown
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for equitable adjustment
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)
252.246-7001	Warranty of data
252.246-7003	Notification of Potential Safety Issues
252.247-7006	Removal of contractor's employees
252.247-7022	Representation of extent of transportation by sea
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea
252.249-7002	Notification of Anticipated Contract Termination or Reduction

B/E AEROSPACE, INC.  
TERMS AND CONDITIONS OF PURCHASE

Addendum – Foreign Affiliates of B/E Aerospace, Inc.

The following provisions modify and/or supplement these Terms and Conditions as may be incorporated into the applicable contract, purchase agreement or purchase order and apply to Components supplied by the Supplier to the applicable Buyer entity thereunder.

1. For Buyer affiliates located outside the United States, the proper legal entities include:
  - (a) Canada: B/E Aerospace Limited
  - (b) United Kingdom: B/E Aerospace (UK) Limited and Wessex Advanced Switching Products Limited
  - (c) Germany: B/E Aerospace Systems GmbH and B/E Aerospace Fischer GmbH
  - (d) Netherlands: BE Aerospace (Netherlands) B.V.
  - (e) Philippines: BE Aerospace B.V. - Philippines Branch
  - (f) Switzerland: Emteq Europe GmbH
  
2. The following provisions are added to the end of Section 24 of the Terms and Conditions:
  - (a) For Purchase Orders placed by B/E Aerospace (UK) Limited or Wessex Advanced Switching Products Limited with a Supplier having a principal location outside the United States, the Purchase Order and the contract shall be deemed made in the United Kingdom and construed and interpreted solely in accordance with the laws of England and Wales. Venue and jurisdiction will lie within the United Kingdom.
  - (b) For Purchase Orders placed by B/E Aerospace Systems GmbH with a Supplier having a principal location outside the United States, the Purchase Order and the contract shall be deemed made in the Germany and construed and interpreted solely in accordance with the laws of the Federal Republic of Germany. Venue and jurisdiction will lie within the city of Lübeck, Germany, for merchants, public legal entities and public trusts. However, Buyer may, at its discretion, also have recourse to the competent court of jurisdiction in Supplier's registered domicile.
  - (c) For Purchase Orders placed by B/E Aerospace Fischer GmbH with a Supplier having a principal location outside the United States, the Purchase Order and the contract shall be deemed made in the Germany and construed and interpreted solely in accordance with the laws of the Federal Republic of Germany. Venue and jurisdiction will lie within the city of Munich, Germany, for merchants, public legal entities and public trusts. However, Buyer may, at its discretion, also have recourse to the competent court of jurisdiction in Supplier's registered domicile.
  - (d) For Purchase Orders placed by BE Aerospace (Netherlands) B.V. with a Supplier having a principal location outside the United States, the Purchase Order and the contract shall be deemed made in the Netherlands and construed and interpreted solely in accordance with the laws of the Netherlands. Venue and jurisdiction will lie within the Netherlands.
  - (e) For Purchase Orders placed by BE Aerospace B.V. - Philippines Branch with a Supplier having a principal location outside the United States, the Purchase Order and the contract shall be construed and interpreted solely in accordance with the laws of Singapore. Venue and jurisdiction will be exclusively before the courts of Makati City, Metro Manila, Philippines.
  
3. The following provision are added to the end of Section 27 of the Terms and Conditions:

For Orders between B/E Aerospace Systems GmbH or B/E Aerospace Fischer GmbH and the Supplier, Buyer hereby provides notice that, in accordance with §28 of the Federal Data Protection Act (Bundesdatenschutzgesetz), Supplier-related data received in connection with the business relationship will be processed and stored for Buyer's own internal purposes.