

UTC Standard Terms and Conditions of Purchase, September 2013 Addendum

For United Technologies Aerospace Systems (UTAS) Goodrich Cabin Seating Systems

During the integration process and transition by the UTAS Interiors legal entities to UTC's standard procedures and systems, certain of the UTC Standard Terms and Conditions require modification for an interim period. Therefore, the following provisions modify and/or supplement the UTC Standard Terms and Conditions (the "UTC Terms") attached to and incorporated into the applicable Purchase Order or Long Term Agreement and apply to Goods supplied by Supplier solely to UTAS Interiors legal entities, as a Buyer thereunder.

- Notwithstanding anything to the contrary in the UTC Terms, and until such time as the applicable Buyer provides written notice to the Supplier that such Buyer has adopted the UTC policy and procedure "ASQR-01," all references to ASQR-01 in the UTC Terms are hereby superseded by the following, as applicable:

Site	Standard
Goodrich Cabin Seating Systems 701 Maple Street Peshtigo WI 54157	QSM 1.0 rev 12.0

- The following provision is hereby added to the end of **Section 4.2** of the UTC Terms:

To the extent such Buyer's Delivery System does not specify packing sheet requirements, Supplier shall comply with the following: Packing sheets must accompany each shipment and must contain the following: (1) Buyer Order Number; (2) Order Item Number; (3) Premium Freight Authorization Number; (4) Freight Carrier; (5) Buyer Part Number; (6) Packing Slip Number; (7) Quantity Shipped; (8) Unit of Measure; and (9) Number of Containers. If the shipment is made in more than one container, all containers require a copy of the packing sheet. Each container must be identified on the outside in ascending number order; i.e. (Box 1 of 2; Box 2 of 2, etc.). Purchase Order number must be shown on all invoices, bills of lading, and correspondence. Certs (if required) must accompany the packing sheets.

Supplier will utilize the AeroVantix portal at www.aerovantix.com to access Buyer Forecasts and for the transmission of business documents to and from Buyer. Supplier will complete its on-line account with Aerovantix no later than 60 (calendar) days after the Effective Date of this Agreement. Supplier will be notified via Buyer's Delivery System or otherwise in the event the Buyer's Delivery System changes from Aerovantix. The Parties recognize that the URL may change from time to time and agree that any such change will not affect the applicability of the material referenced.

- The following proviso is added to the end of the bold introductory sentence of **Section 17** of the UTC Terms: "upon Buyer's written request."
- The following sentence is hereby added to the end of **Section 23.0**:

In any event, Supplier shall maintain Aviation Product Liability, Completed Operations Liability and, if applicable, Hanger Keeper's Liability Insurance coverage in a minimum amount of Combined Single Limit of not less than USD10,000,000 per any one occurrence and in the aggregate where applicable, including AV52 coverage (War Risks Insurance).

- The following new **Section 29.5** is hereby added to **Section 29** of the UTC Terms:

29.5 In addition to the foregoing, Supplier shall provide a completed Material Safety Data Sheet for each material, which contains hazardous substances as illustrated by OSHA 29CFR1910.1200 or in California by Cal/OSHA General Industrial Safety Order 5194 and information on product composition and/or safety as required by applicable regulation of any country. Supplier agrees that Goods shall meet the requirements of Buyer's Document GRMA-003-SPEC Control of Substances in Goods from Goodrich Supply Chain and GRMA-002-SPEC Declarable Substances List that are available at <http://utcaerospacesystems.com/Comapny/Pages/documents.aspx>. Buyer will restrict its use of Supplier's proprietary ingredient information received hereunder to use by Buyer's Medical, Industrial Hygiene, and Environmental Control Departments for the protection of the employees, except where disclosure is required by law. No component, equipment, machinery, building maintenance items, or production parts shall be made out of or contain asbestos in any of its mineral forms. Supplier's signature agreement or performance under this Agreement shall be construed as certification by Supplier of

conformance to all the requirements of this Section. Supplier agrees to follow Buyer's directives, if any, which may be attached to and made part of this Agreement. Supplier shall indemnify Buyer for all loss, claims, penalties, fines, damage, settlement and all reasonable associated expenses arising out of its non-compliance of any applicable laws and regulations in connection with its performance hereof.

6. Notwithstanding anything to the contrary in the UTC Terms, and except as otherwise notified to Supplier from the applicable Buyer, or as made available via the Buyer's Delivery System, the following instructions for invoices per applicable Buyer within the UTAS Interiors group apply:

- a) Routing instructions:

Legal Entity	Instructions
Goodrich Cabin Seating Systems	Send/ invoices to PO Box 75157 Wichita KS 67275

- b) Taxes to be paid by Buyer, if any, must be itemized and separately stated as to type of tax (such as state Sales Tax, etc.).
- c) Supplier shall ensure that the following information is indicated on all commercial invoices submitted to Buyer for Good shipments to the United States. All invoices shall be in English or shall have attached an accurate English translation to allow examination of the Good and determination of duties.
1. Good Part Number
 2. Detailed description of the Good
 3. Packing List
 4. Value of the Good (for Goods returned after repair, provide both the original value and the value of the repair)
 5. Currency of Sale (U.S. Dollars)
 6. Time and Date of Sale
 7. Inco Terms
 8. Country of Origin. Supplier to determine country of origin of all Goods in accordance with the laws of the destination country, in addition to marking and packaging the Good in accordance with the laws of the destination country. The country of origin must be identified by part number, or in the event that no part number is used, by other identifying number or symbol on the shipping invoice.
 9. Quantities and weight.
 10. Itemized Charges for Freight, Insurance and Packaging Costs.
 11. Rebates, royalties and Drawback included
 12. Any Secondary Production Fees, Costs and Assists where Dutiable.
 13. US Export and/or Import License Information when required.
 14. Harmonized Tariff information when available, if the Good is for use on Commercial Aircraft and a FAA certificate (or its equivalent) is available, then a "C" should be placed in front of the HTS number.
- d) Supplier warrants that the price to be charged for the Goods/Services covered by any Order will not exceed prices charged others under comparable conditions. Supplier shall refund any excessive amount paid by Buyer.
- e) Payment of Supplier's invoice may be offset for (i) any damages resulting from breach of contract under any contract between Buyer and Supplier, (ii) any amount owing at any time from Supplier to Buyer, or (iii) any adjustment for shortage or rejection and any costs occasioned thereby.
- f) Except as otherwise provided in the Order, the price(s) set forth herein include all applicable taxes, impositions and other similar charges.
- g) Payment terms are net ninety (90) days (unless previously agreed upon), payment due dates including discount periods, shall be computed from (1) the date of receipt of the Good, (2) the date of receipt of a correct (proper) invoice, or (3) the scheduled delivery date, whichever is the later. Unless freight and other charges are itemized, any discount shall be taken on the full amount of the invoice. All payments are to be made in U.S. dollars only.

7. Notices shall be provided as follows:

- a) Except as specifically provided herein, all notices reports, and other communications hereunder shall be given in writing either by personal delivery, by mail, or by electronic transmission, addressed to the respective parties as specified herein below.
- b) The date upon which any such communication is personally delivered or, if such communication is transmitted by mail or by electronic transmission, the date upon which it is received by the addressee, shall be deemed to be the effective date of such communication.



- c) All communication, written and oral, pertaining to contractual matters including notices and confirmations shall be addressed to:

Goodrich Cabin Seating Systems, a United Technologies Aerospace Systems Company
701 Maple Street Peshtigo WI 54157

Attn: Joseph Holly (e-mail: gcsspurchasing@goodrich.com)

Phone: 715-582-8217

8. Supplier Restrictions – Supplier agrees that Supplier may not sell Buyer's Goods to any Party other than those set forth in this Agreement. By this Agreement, Supplier expressly acknowledges that:
- a) Supplier may not provide spares or aftermarket support for Goods, or detail parts that are used in Buyer's Goods, to any party other than Buyer or a party directed to, in writing, by Buyer;
 - b) They, their affiliates, subsidiaries or parent are not granted, and shall not seek FAA Parts Manufacturing Authority (PMA) or such equivalent designation offered by any other airworthiness authority, for Buyer's Goods or detail parts used in Buyer's Goods;
 - c) They, their affiliates, subsidiaries or parent will not "reverse engineer" Goods in order to manufacture, sell, repair or modify Buyer's Goods or detail parts used in Buyer's Goods; and
 - d) Breach of any of the above promises would cause irreparable damage to Buyer and that in the event of such breach, Buyer shall have, in addition to any and all remedies of law or by this Agreement, the right to seek an injunction, specific performance or other equitable relief to prevent such activity.