

UTC Standard Terms and Conditions of Purchase, November 2013
Addendum

For United Technologies Aerospace Systems (UTAS) Winslow Marine Products

During the integration process and transition by the UTAS Winslow Marine Products 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 Winslow Marine Products legal entities, as a Buyer thereunder.

1. 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such Buyer has adopted the UTC policy and procedure "ASQR-01," all references to ASQR-01 in the UTC Terms are hereby superseded by the following, as applicable: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
Winslow Marine Products 11700 S.W. Winslow Dr. Lake Suzy, FL. 34269	MFG-RS-0014

2. **Section 4.2** of the UTC Terms:

Section 4.2 is superseded by- PACKING SHEET. Packing sheets must accompany each shipment and must contain the following: (1) Purchase Order Number; (2) Supplier Item Number; (3) Freight Carrier; (4) Buyer Part Number; (5) Packing Slip Number; (6) Quantity Shipped; (7) Unit of Measure; and (8) Number of Containers. CONTAINING THE ABOVE INFORMATION MUST BE ATTACHED TO THE OUTSIDE OF THE CONTAINER. If the shipment is made in more than one container, only the first container requires 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.). Order number must be shown on all invoices, bills of lading, and correspondence.

3. **Section 17 CTPAT** of the UTC Terms:

Section 17 CTPAT has added: CTPAT certification required upon request

4. **Section 23.0** of the UTC Terms:

Section 23.0 is superseded by- Aviation Products and Completed Operations and Hanger Keeper's Liability Insurance with a combined single limit of not less than USD10,000,000 per occurrence and aggregate for third-party bodily injury, property damage, premises, and contractual liability, and a combined single limit as may be available of USD10,000,000 for war risks

5. **Section 29** of the UTC Terms:

Section 29 is superseded by- Seller shall provide a completed Material Safety Data Sheet for each material, which contains hazardous substances as illustrated by OSHA 29CFR1910.1200 or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. Buyer will restrict its use of Seller'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. Seller's signature agreement or performance under this Agreement shall be construed as certification by Seller of conformance to all the requirements of this Clause. Seller agrees to follow Buyer's directives, if any, which may be attached to and made part of this Agreement. Seller 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. **General Terms and Conditions**

- **Packing and Crating** – All items shall be suitably packed by Seller to insure protection in shipment and storage, secure lowest transportation rates, and comply with carrier tariffs. Prices include all charges for Seller's packing and crating. No charges will be paid by Buyer for preparation, packing, crating or cartage unless so stated on the order. Shipments of any hazardous materials or substances must be packaged and transported in compliance with all applicable provisions of Code of Federal Regulations (C.F.R.) Title 49.
- **Delivery Terms**
 - a) International and Domestic shipments - Free Carrier (FCA) Buyer named place per INCOTERMS 2010.

- b) All shipments on a given calendar day to the same destination must be tendered on one bill of lading.
 - c) Each shipment is insured by Buyer upon its delivery to the FCA Point. Seller should never insure or declare excess valuation on carrier bills. When carrier rates are based on released valuation of items shipped, Seller shall declare the lowest released valuation to obtain the lowest possible tariff rate. Excess tariff charges resulting from insurance or increased valuation will be charged back to seller.
 - d) Sellers must show Buyer Purchase Order number(s) on the carrier's bill.
 - e) Sellers must contact Winslow's Shipping Department for specific routing and carrier instructions.
 - f) Sellers must contact the Buyer Shipping Dept. for routing assistance if shipments cannot be routed via the carrier specified on the Purchase Order.
- **Temporary Storage** - From time to time the Buyer shall be entitled to request Seller to retain, at no cost to Buyer, custody of the Products in lieu of delivery per schedule. To the extent that circumstances permit the temporary storage of such Products and subject to duration and quantity limitations, which Seller may declare, Seller shall not unreasonably withhold consent to such temporary storage.
 - **Routing Requirements**- Unless Seller has received a specific route letter from Buyer's Shipping/Receiving Department covering shipments from your location, (unless Seller is responsible for shipping costs) the following general routing provisions apply:
 - **Invoices, When Applicable, Price And Payment.**
 - a) Invoices shall be forwarded to Winslow Marine Products Accounts Payable Department, Winslow Marine Products unless the Accounts Payable Person and Seller are exchanging invoices electronically.
 - 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.). Invoices will not be honored unless a certification appears thereon that the goods were produced in compliance with the requirements of the Fair Labor Standards Act of 1938, as amended, and of regulations and orders of the U.S. Department of Labor issued hereunder.
 - c) Seller shall ensure that the following information is indicated on all commercial invoices submitted to Buyer for Product shipments to the United States. All invoices shall be in English or shall have attached an accurate English translation to allow examination of the Product and determination of duties.
 - Product Part Number
 - Detailed description of the Product
 - Packing List
 - Value of the Product (for Product returned after repair, provide both the original value and the value of the repair)
 - Currency of Sale (U.S. Dollars)
 - Time and Date of Sale
 - Inco Terms
 - Country of Origin. Seller to determine country of origin of all Products in accordance with the laws of the destination country, in addition to marking and packaging the Product 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.
 - Quantities and weight.
 - Itemized Charges for Freight, Insurance and Packaging Costs.
 - Rebates, royalties and Drawback included
 - Any Secondary Production Fees, Costs and Assists where Dutiable.
 - US Export and/or Import License Information when required.
 - Harmonized Tariff information when available, if Product 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) Seller warrants that the price to be charged for the Products/Services covered by any Order will not exceed prices charged others under comparable conditions. Seller shall refund any excessive amount paid by Buyer.
 - e) Payment of Seller's invoice may be offset for (i) any damages resulting from breach of contract under any contract between Buyer and Seller, (ii) any amount owing at any time from Seller 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) Except as otherwise provided in the applicable Order, payment terms are net ninety (90) days., payment due dates including discount periods, shall be computed from (1) the date of receipt of the Product, (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**
- 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:

Winslow Marine Products a United Technologies Aerospace Systems Company
11700 SW Winslow Drive
Lake Suzy FL 34269
Attn: Ursula Bean
Phone: 941-613-6666

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.