



Hamilton Sundstrand

A United Technologies Company

Supplier/Sub- Contractor to Hamilton Sundstrand Shannon – Purchasing and Quality Terms and Conditions.

The following are Hamilton Sundstrand Shannon's terms and conditions for the provision of services by Suppliers/Sub-contractors approved by Hamilton Sundstrand Shannon.

Work will be given by Hamilton Sundstrand Shannon subject to these terms and conditions:

Performance

Supplier/Sub-contractor is contracted to provide sub-contract repair services for HS Shannon as outlined in contract or Purchase order.

Supplier/Sub-contractor may not use other persons in the performance of work under this agreement.

Continuity of service / Termination

This agreement may be terminated by either party giving to the other, three calendar month's notice in writing, such notice to be delivered to the last known business address of the other party.

Services

Supplier/Sub-contractor shall comply with all Hamilton Sundstrand, legal and statutory requirements in relation to the provision of the services herein and shall hold all licenses required by law for the provision of the said services.

Supplier/Sub-contractor shall make himself, available at reasonable notice to perform such services.

Services required will be specified in the Purchase order raised by Hamilton Sundstrand Shannon. Terms and conditions associated with these Purchase orders are detailed here and on the HS Shannon Website. The latest revision to terms and conditions will be maintained on HS Shannon website. Ref. www.hsshannon.ie

Acceptance of the purchase order is acceptance of the latest revision of the terms and conditions these terms and conditions.

QA Requirements

- Supplier/Sub-contractor is fully aware that they are working under the 145 Quality System of HS Shannon.
- Product/service to be purchased will be as per the HS Shannon purchase order.
- Approval / acceptance of product /service is based on the product meeting the specified Requirement as per the PO and HS inspection requirements.

- Qualification of personnel will be as defined / advised by HS Shannon Quality.
- Product must meet the requirements as outlined in the PO specifically the specification / Drawing supplied with the PO and / or relevant technical data referenced.
- HS Shannon will advise if test specimens are required ahead of supply of full purchase order.
- Acceptance of a purchase order from HS Shannon is confirmation of your acceptance of the right of unimpeded access to your facility by HS personnel, HS Customers or Regulatory Authority Personnel.
- Do not make any changes to HS Shannon drawings without explicit HS Shannon approval.
- HS Shannon will be notified of any non-conforming products. HS Shannon must approve the use any supplier non-conforming material.
- HS Suppliers are required to flow down to sub-tier suppliers the applicable requirements in HS Shannon Po's, includes key characteristics where applicable.
- HS Shannon suppliers will meet the format and content requirements of HS Shannon in relation to release documentation.
- HS Suppliers will be aware of conditions under which defects and unairworthy conditions have to be reported.
- HS Suppliers must maintain all records of work carried out and inspection records for a minimum of 3 years.

Indemnity

Supplier/Sub-contractor shall be required to indemnify Hamilton Sundstrand Shannon against any claims made against it in respect of this agreement and with regard to the provisions of paragraphs 1 to 4 above shall further indemnify Hamilton Sundstrand Shannon in respect of any damage, loss or injury occurring to any property, or any person in consequence of the performance Supplier/Sub-contractor his servants or agents of his duties under this agreement and shall reimburse Hamilton Sundstrand Shannon in respect of any such damage, loss or injury caused to its property or its employees. Both parties acknowledge and understand their respective duties of care in respect of the Safety, Health and Welfare at Work Act 1989.

Obligations

The supplier/ subcontractor shall ensure that he and his employees shall carry out their obligations under this agreement with Hamilton Sundstrand Shannon to a satisfactory standard and will be on good behaviour and comply with all statutory provisions and Company rules and requirements in carrying out work hereunder.

Assignment

The supplier/subcontractor shall not sign, transfer or sub-contract this agreement or any portion thereof without the prior consent in writing of Hamilton Sundstrand Shannon. Hamilton Sundstrand Shannon shall not be bound to give such consent and may withhold

same without giving any reason therefore or may grant such consent subject to the terms and conditions as Hamilton Sundstrand Shannon may in its absolute discretion may see fit. If Hamilton Sundstrand Shannon agrees to the supplier/ sub-contractor signing, transferring or subcontracting this agreement or any part thereof, the supplier/sub-contractor shall unless otherwise notified by Hamilton Sundstrand Shannon continue to be responsible for the conduct and performance of any such consignee, transferred or subcontractor appointed by the supplier/sub-contractor and the terms and conditions set out herein shall continue to apply as between Hamilton Sundstrand Shannon and the supplier/sub-contractor if the sub-contractor had him or her self completed this agreement.

The supplier/subcontractor shall not bind Hamilton Sundstrand Shannon nor pledge the credit of the Company at any time.

All information relating to the nature of the services, the affairs of Hamilton Sundstrand Shannon or any of its customers or clients shall be strictly confidential as between Hamilton Sundstrand Shannon and the supplier/ subcontractor and the supplier/sub-contractor shall not during the term of this agreement or at any time thereafter publish or otherwise disclose information except in the performance of his duties under this agreement (save for audit or tax purposes).

Failure to Perform

The supplier/ subcontractor will indemnify Hamilton Sundstrand Shannon against any loss, damage or expense arising out of the subcontractor's failure to perform any of his duties or responsibilities under this agreement.

Payment

The supplier/ subcontractor shall be paid as per the agreed rate between the supplier/subcontractor and Hamilton Sundstrand Shannon provided that the supplier/sub-contractor properly invoices Hamilton Sundstrand Shannon in respect of such rate such invoice to be supported by proof; delivery in the form of a delivery docket should be signed by the consignee. The invoice is to comply with all legal requirements. Hamilton Sundstrand Shannon reserves the right to allocate work, goods and routes of transport to the supplier/sub-contractor at their discretion.

Liability

The supplier/ subcontractor shall be responsible for his own income tax, social welfare contributions and any other levies required by law to be paid by him and no responsibility shall lie with Hamilton Sundstrand Shannon in this regard.

Vehicles

The supplier/subcontractor shall be responsible for ensuring that any or all vehicles used by him in the performance of his duties under this agreement shall comply fully with all Acts of the Oireachtas in force at the time in respect of the operation of such vehicles.