

ROHR ADDENDUM TO THE UTC STANDARD TERMS AND CONDITIONS OF PURCHASE

The following provisions modify and/or supplement the UTC Standard Terms and Conditions of Purchase (November 2016 version) (the "UTC Terms") for purchases by Rohr, Inc. a UTC Aerospace Systems Company ("Buyer") and Supplier.

1. Definitions:

- a. "Business Day" means a day on which the Parties are generally open for business.
 - b. "Forecast" shall mean an eighteen (18) to twenty-four (24) month rolling projection of Buyer's requirements for Goods to be delivered by Supplier to Buyer, which Buyer shall update regularly.
 - c. "Release" means Buyer's communication to Supplier which defines the volume and Need Date for Goods.
2. The following new **Section 53 (Toxic, Hazardous or Carcinogenic Substances)** is added to the UTC Terms:

53. Toxic, Hazardous or Carcinogenic Substances

Supplier shall provide a completed Material Safety Data Sheet for each material which contains hazardous substances and information on product composition and/or safety as required by OSHA 29 CFR 1910.1200, or as applicable, Cal/OSHA General Industrial Safety Order 5194, or any other applicable regulation of any country. Supplier agrees that all Goods delivered under this Purchase Agreement shall comply with Buyer's quality documents.

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 Purchase Agreement shall be construed as certification by Supplier of conformance to all of the requirements in this Section. Supplier agrees to follow Buyer's directives, if any, which may be attached to, and made part of this Purchase Agreement. Supplier shall indemnify Buyer for all losses, claims, penalties, fines, damages, settlements and all reasonable associated expenses arising out of its non-compliance of any applicable laws and regulations in connection with its performance hereunder.

3. Forecast and Release:

- a. Forecast System - Buyer will provide Supplier with an eighteen (18) to twenty-four (24) month rolling Forecast, which Buyer may update monthly. For purposes of this Purchase Agreement only, Buyer's Forecast System shall authorize Supplier to procure and manufacture Goods in accordance with the Total Leadtimes specified in Exhibit A hereto, subject to the terms in this Section 5 "Forecast and Release". Supplier is required to access Buyer's Forecast System and generate an internal build plan which supports the Forecast quantities and dates. If Supplier cannot meet the Forecast quantities or dates, Supplier shall

immediately notify Buyer in writing and Supplier shall identify those steps being taken by Supplier to recover to the contractually required delivery requirements.

- b. Release - Buyer will schedule Goods for delivery only by means of a Release issued in accordance with the terms of this Purchase Agreement. Supplier shall only deliver Goods in strict accordance with Buyer's Release. All Goods must be on-dock at Buyer's requested destination within the RTD Period specified in Exhibit A hereto. Each Release issued by Buyer shall be numerically itemized and dated and set forth: (i) the Goods part number description (including configuration level, if applicable); (ii) the quantity of Goods covered by the Release; (iii) the destination; and (iv) the on-dock delivery date for the specified destination.
 - c. Release Acceptance – Supplier shall accept any Buyer Release in accordance with the provisions of this Purchase Agreement. In the event that a Release contains a provision which is inconsistent with, or adds additional terms to this Purchase Agreement and Supplier desires to reject the Release, Supplier shall, within three (3) Business Days, specify in writing the reason for the rejection and any changes or additions that would make the Release acceptable to Supplier. If such requested changes or additions are acceptable to Buyer, then Buyer will issue a revised Release to Supplier. Any changes or additions proposed by Supplier must be accepted in writing by Buyer and incorporated in the Release. Supplier's failure to reject a Release within three (3) Business Days as provided above shall be deemed an acceptance of the Release and any terms or conditions contained therein.
4. Packing and Crating:
All items (including Goods) shall be suitably packed by Supplier to insure protection in shipment and storage. The Unit Price of Goods shall include all charges for Supplier's packing and crating. 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. ISPM 15 (International Standards for Phytosanitary Measures) stamp (Heat treatment) is required for all wood packaging for international shipments.

Unless Supplier has received either a specific route letter from Buyer covering shipments from Supplier's location (unless Supplier is responsible for shipping costs) or such other routing information via the Buyer's Delivery System, the following general routing provisions apply:

- a. 1-100 lbs. ship via FedEx Ground COLLECT or UPS Ground Collect. Contact Buyer Traffic for account numbers. Contact FedEx Ground or UPS for shipping supplies.
- b. Over 100 lbs. ship as stated on Order.
- c. Collect premium freight shipments require a premium freight authorization number (PREFAR) which shall be assigned by Buyer. Supplier must show the PREFAR Number and Buyer purchase order number in the shipper's reference

block of the air waybill. Supplier shall contact Buyer for routing assistance on any oversize piece including air shipments with either length exceeding 121", width exceeding 84", or height exceeding 74", and or weight exceeding 5,000 lbs.

- d. To the extent that 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 applicable or required, a bar coded label containing the above information and conforming to the latest industry standards and Aerovantix, (www.aerovantix.com) requirements, must be attached to the outside of the container and a duplicate bar coded label attached to the back of the packing sheet. If the shipment is made in more than one container, only the first container requires the packing sheet and bar coded label. Each container must be identified on the outside in ascending number order; i.e. (Box 1 of 2; Box 2 of 2, etc.). The Order number must be shown on all invoices, bills of lading, and correspondence.

Supplier will utilize the AeroVantix portal at www.aerovantix.com to access Buyer's Forecasts and to transmit and receive business documents to/from Buyer. Supplier acknowledges that the URL may change from time to time and agrees that any such change will not affect the applicability of the material referenced. Supplier will complete its online account with Aerovantix within 60 Days of the Purchase Agreement Effective Date. In the event that Buyer changes its Delivery System, Buyer will notify Supplier within a reasonable period of time.

5. Invoices and Payments:

- a. For Orders issued by Buyer under this Purchase Agreement, invoices shall be forwarded to Rohr, Inc., Attn: Accounts Payable Department, PO BOX 3026, Troy, Ohio 45373-3026, unless Buyer and Supplier are exchanging invoices electronically. Supplier shall ensure that the following information is listed on all commercial invoices submitted to Buyer for Goods shipments to the United States:
 - i. Goods part number;
 - ii. Detailed description of the Goods;
 - iii. Packing list;
 - iv. Value of the Goods (for Goods returned after repair, provide both the original value and the value of the repair);
 - v. Country of Origin. Supplier shall identify the country of origin of all Goods 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;
 - vi. Quantities and weight;
 - vii. Itemized charges for freight, insurance and packaging costs;
 - viii. Any secondary production fees, costs and assists where dutiable;
 - ix. U.S. export and/or import license information, when required;

- x. Harmonized Tariff Schedule when applicable. If the Goods are for use on commercial Aircraft and a FAA certificate (or its equivalent) is available, then a "C" should be placed in front of the Harmonized Tariff Schedule number;
 - b. Supplier warrants that the Unit Price charged for Goods/Services under Orders issued hereunder will not exceed the prices Supplier charges to other buyers under comparable conditions. Supplier shall refund any excessive amount paid by Buyer.
 - c. Payment of Supplier's invoice may be offset for (i) any damages resulting from breach of contract under this Purchase Agreement, (ii) any amount owing at any time from Supplier to Buyer, or (iii) any adjustment for shortage or rejection and any costs occasioned thereby.
6. If Supplier is responsible for Tooling, Supplier shall be responsible for the design, manufacture and/or procurement of all Tooling necessary to enable Supplier to perform its obligations under this Purchase Agreement. All Buyer Furnished or Buyer Funded Items shall conform to the requirements in Buyer's Tooling Manual, TM-10J (or the latest version). Supplier shall obtain a copy of Buyer's Tooling Manual at Buyer's website: <http://materiel.goodrich.com>. Supplier acknowledges that the URL may change from time to time and agrees that any such change will not affect the applicability of the material referenced. It is Supplier's responsibility to check the revision status of TM-10, on a regular basis.
7. Miscellaneous:
- a. All notices and binding communications and/or reports, drawings and other technical information shall be in English and shall employ the units of measure customarily used by Buyer in the USA.
 - b. Supplier shall include as part of its subcontracts those elements of the Purchase Agreement that protect Buyer's rights, including but not limited to, right of entry provisions, protection of proprietary information, and quality control provisions.
 - c. Supplier shall notify and obtain Buyer's written approval prior to moving any work to be performed under this Purchase Agreement between Supplier's various facilities. Supplier shall further notify and obtain Buyer's written approval prior to subcontracting any material portion of work to be performed under the Order.
 - d. Supplier shall provide to its subcontractor(s) sufficient information to clearly document that the work being performed by Supplier's subcontractor(s) is to facilitate performance under this Purchase Agreement or any Order. Sufficient information may include but is not limited to the Order number, Purchase Agreement number, and/or the name of Buyer's Procurement Representative.
 - e. AS9100, Buyer's quality documents ASQR-01 (Supplier Quality System Requirements) and ASQR-01-AA (Aerostructures Addendum) and, if/when applicable, Rohr's TM-10J Tooling Manual (latest revision), are also incorporated in this Purchase Agreement by reference. These documents may be obtained from Buyer's web site: "<http://materiel.goodrich.com>". Supplier acknowledges that the URL may change from time to time and agrees that any such change will not affect the applicability of the material referenced.

- f. In addition to Supplier's agreement to comply with Buyer's Quality Documents, Supplier agrees to use the UTC ASQR-09.2 UPPAP Core Activities, item 8 Process Readiness Study, and meet with Buyer on an annual basis to review the results in association with an annual evaluation of Supplier's capacity to meet Buyer's requirements. During the annual meeting, Supplier and Buyer shall evaluate Supplier's maximum output capacity indications and employ a proactive approach to implementing any necessary requirements to ensure Supplier has sufficient capacity to meet Buyer's requirements.
- g. Supplier shall provide a completed Material Safety Data Sheet for each material which contains hazardous substances and information on product composition and/or safety as required by OSHA 29 CFR 1910.1200, or as applicable, Cal/OSHA General Industrial Safety Order 5194, or any other applicable regulation of any country. Supplier agrees that all Goods delivered under this Purchase Agreement shall comply with Buyer's quality documents.
- h. 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 Purchase Agreement shall be construed as certification by Supplier of conformance to all of the requirements in this Section. Supplier agrees to follow Buyer's directives, if any, which may be attached to, and made part of this Purchase Agreement. Supplier shall indemnify Buyer for all losses, claims, penalties, fines, damages, settlements and all reasonable associated expenses arising out of its non-compliance of any applicable laws and regulations in connection with its performance hereunder.