

REMARK GO64

TERMS AND CONDITIONS OF PURCHASE

Revision Date: October 10, 2025

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1) DEFINITIONS. As used throughout this Supply Agreement (as defined below):

- a) "Affiliate" means any parent company of a Party or any company that is controlled by or under common control with a Party or its parent company, where "control" means direct or indirect ownership of at least 50% of the voting stock or interest in a company or control of the composition of the board of directors.
- b) "Agreement" means this Supply Agreement, applicable drawings or specifications, Orders, and any Statements of Work, pricing agreements, remarks, or other documents incorporated by reference in Orders.
- c) "Background Intellectual Property" means Intellectual Property developed or acquired by either Party before or outside the scope of the Agreement.
- d) "Confidential Information" means, with respect to either Party, all information and data identified either orally or in writing as "Proprietary," "Confidential," or a similar designation in any medium and furnished or made available directly or indirectly by one Party to the other Party.
- e) "COTS Goods" means unmodified commercial-of-the-shelf Goods that are not developed, modified, or redesigned pursuant to the Agreement.
- f) "Deliverables" means all information, materials, or other items, whether tangible or intangible, delivered to Purchaser as a result of a Service performed under this Agreement.

- g) "Disabling Devices" means anything that would permit unauthorized access to, or would destroy, disrupt, disable, distort, impede the access to or use of, or harm any computer, software, firmware, hardware, system, network, or data, in whole or in part (for example and without limitation, a virus, time lock, time bomb, Trojan horse, worm, file infector, or boot sector infector).
- h) "Due Date" means any date set by the Agreement for completion of Services or delivery of Goods or Deliverables.
- i) "Foreground Intellectual Property" means Intellectual Property developed by Seller when performing its obligations under this Agreement, including any Deliverables.
- j) "Goods" means all products contracted for and supplied by Seller under this Agreement and as may further be described in Orders, Statements of Work, drawings, specifications, or other papers included in this Agreement.
- k) "Intellectual Property" means data, notes, reports, specifications, designs, drawings, computer software including source code and object code, methods, processes, techniques, know-how, ideas, inventions, and discoveries.
- l) "Intellectual Property Rights" means patents, patent applications, trade secrets, copyrights, trademarks, maskworks, database rights, industrial property rights, and other similar rights.
- m) "Open Source Materials" or "OSM" means any software that is distributed as "free software," "open source software" or "freeware" or under similar licensing or distribution terms.
- n) "Orders" means purchase orders or purchase agreements issued to Seller and subject to this Supply Agreement.
- o) "Parties" means Purchaser and Seller together, and "Party" means one of them.
- p) "Property" means equipment, materials, bailed items, samples, parts, tooling, tooling drawings, and software.
- q) "Purchaser" means the entity contracting with Seller for Goods, Services, or Deliverables and identified as the purchasing entity on the Order.
- r) "Seller" means the entity contracting with Purchaser to provide Goods, Services, or Deliverables under this Agreement.
- s) "Seller Personnel" means all persons and entities providing any Goods, Services, or Deliverables under this Agreement, including Seller's parents, subsidiaries, affiliated companies, employees, agents, contractors, subcontractors and suppliers, as well as anyone directly or indirectly employed or retained by any of them or acting on behalf of any of them.
- t) "Services" means those services contracted for and supplied by Seller under this Agreement and as may further be described in Orders, Statements of Work, drawings, specifications, or other papers included in this Agreement.
- u) "Statement of Work" or "SOW" means a statement of work setting forth project-specific Goods, Services, and Deliverables.
- v) "Supply Agreement" means these terms and conditions including any appendices.
- w) "Third Party Materials" or "3PM" means Property or Intellectual Property that is owned in whole or in part by one or more third parties.

2) ACCEPTANCE.

- a) Either Seller's full or partial performance or written acknowledgment, whichever comes first, will constitute acceptance of Orders or any amendments thereto. Seller's acceptance of an Order incorporating this Supply Agreement is limited to acceptance of the express terms of the offer set forth in the Order. Any quotation, acknowledgement or other proposal containing additional or different terms and conditions is rejected unless accepted in writing by the Purchaser.

3) PAYMENT TERMS.

- a) Standard Terms. Unless prohibited by law, Purchaser shall initiate payment for approved invoices within 120 days after the Payment Start Date (the “Net Date”) (subject to “Batched Payments” as described below). Seller agrees to accept the invoice amount by three and one-half percent (3.5%) in exchange for Purchaser’s initiation of payment on the thirtieth (30th) day following the Payment Start Date (3.5% 30 net 120). The Payment Start Date shall be the latest of (A) the date performance is requested by Purchaser (for example, in the Order or Statement of Work), (B) the received date, as identified in Purchaser’s system, or (C) the invoice approval date. If the early payment discount date or the Net Date, as applicable, falls on a weekend or a holiday, Purchaser will initiate payment to Seller on the next business day. If Purchaser initiates payment before or after the early payment discount day, the invoice will be discounted on a pro rata basis to reflect each day that payment is accelerated.
- i) If Purchaser is located in the United Kingdom and does not make a payment by the Net Date, then Seller shall have the right to charge Purchaser interest on the overdue amount at a rate which shall compensate for such loss as has been directly caused by the late payment and which shall not exceed a rate equal to 5% per annum above the Bank of England’s base rate from time to time. Such interest shall accrue on a daily basis from the Net Date until actual payment of the overdue amount, whether before or after judgment. Purchaser shall pay the interest together with the overdue amount. The parties expressly agree that the forgoing remedy constitutes a substantial remedy for late payments for the purpose of Section 9.1 of the Late Payment of Commercial Debts (Interest) Act 1998 as amended. This compensation shall be to the exclusion of any other financial compensation for late payments unless prohibited as a matter of law.
- b) Batched Payments. Except in the United Kingdom, Purchaser may choose to group, on a quarterly basis, all approved invoices that are not paid on their applicable early payment discount dates and initiate payment on the following payment dates, or the next day on which Purchaser and the banks used by Purchaser are open for business (each, a “Batched Payment Date”), which will result in some approved invoices being paid earlier than their Net Date and some paid later than their Net Date:

Invoice Due Dates	Quarterly Batched Payment Date
February 16 - May 15	April 3
May 16 - August 15	July 3
August 16 - November 15	October 3
November 16 - February 15	January 3

- c) Invoicing. Settlement and invoicing must be paperless and in a format acceptable to Purchaser, which may include Web Invoicing, Evaluated Receipt Settlement and Electronic Data Interchange. Seller must provide banking information to establish electronic funds transfer for U.S. suppliers and wire transfer for non-U.S. suppliers. Seller shall invoice Purchaser within ninety (90) days after delivery of Goods or Deliverables or completion of Services; Purchaser shall deem any later invoice invalid.
- d) T&L Expenses. Travel and living expenses shall not be reimbursed unless included in the Agreement, submitted in accordance with Purchaser’s then-current policy, available at <https://www.geaerospace.com/company/doing-business>, and separately invoiced or clearly itemized.
- e) Taxes. All sums payable under this Agreement shall be exclusive of VAT or other sales tax, which shall (if applicable) be payable by the Purchaser. If Seller is required to pay any VAT or other sales taxes by law based on the Goods, Services, and Deliverables provided, Seller shall include a line item for such taxes on all invoices (identifying type and amount thereof) and shall assume sole responsibility for tracking such taxes. Seller shall ensure that all sums payable under this Agreement are invoiced to Purchaser in accordance with applicable rules so as to allow Purchaser to reclaim any such VAT or other sales tax from the appropriate government authority. Seller shall timely remit to the appropriate governmental tax agency all such taxes collected from Purchaser. Nothing in this Agreement shall require Purchaser to pay any of Seller’s payroll, property, franchise, corporate, partnership, succession, transfer, income, excise, profits withholding or income taxes nor any customs charges or tariffs Seller incurs during the production or provision of Goods, Services or Deliverables. In the event Seller is required by applicable law, government regulation, or tax authority having jurisdiction over the activities in connection with this Agreement to

withhold taxes for which Purchaser or Seller are liable, Purchaser shall deduct such withholding tax from payment to Seller and provide Seller with a tax receipt or other applicable documents in Seller's name. If Seller is either exempt from such withholding taxes or entitled to a reduced rate of withholding tax as a result of a tax treaty or other regime, Seller shall provide Purchaser with a valid tax treaty residency certificate or other applicable tax exemption certificate at a minimum of thirty (30) days prior to payment being due. Should either party realize that any tax included or omitted as a result of the transactions hereunder was made in error, the parties shall cooperate to resolve such overpayment or underpayment.

- f) Set-off. Purchaser shall be entitled to set off any amount owing from Seller to Purchaser or to any of Purchaser's Affiliates against any amount payable under this Agreement.
- g) Functional Currency. All payments shall be made in the currency stated on the Order.
- h) Dispute. In the event there is good faith dispute under this Agreement, Purchaser may withhold payment until resolution of the dispute, and Seller shall not withhold performance under this Agreement or any other agreement based on the dispute.

4) TRANSPORTATION AND DELIVERY.

- a) Unless otherwise stated in the Order, the shipping and delivery terms are FCA (named place) Incoterms 2020. In any event, title to Goods shall pass to Purchaser upon delivery. Purchaser insures all Goods for which it accepts risk of loss while such Goods are in transit. Seller shall not declare any insurance value on such Goods shipped via Purchaser's carrier unless Seller is shipping prepaid at its own expense under paragraph 4(b) below.
- b) Seller shall release rail or truck shipments at the lowest released valuation permitted in the governing tariff or classification. Purchaser will pay no charges for unauthorized transportation. Any unauthorized shipment that results in excess transportation charges must be fully prepaid by Seller. If Seller does not comply with the stated delivery schedule, Purchaser has the right to require delivery by the fastest way, and Seller shall ship at its own expense, prepaid. If Seller fails to ship at its own expense when required by this paragraph, Seller shall reimburse Purchaser for the full cost of the shipment.
- c) Seller's non-U.S. locations involved with manufacture, warehousing, shipment, or delivery to the U.S. agree to use commercial reasonable efforts to comply with "GE Customs-Trade Partnership Against Terrorism (C-TPAT) Supply Chain Security Guidelines for International Suppliers/Shippers" located at https://www.geaerospace.com/sites/default/files/C-TPAT_guidelines_intl_suppliers_shippers.pdf, develop and implement security procedures consistent with appropriate C-TPAT, Authorized Economic Operator, or similar program criteria, and provide a copy of said procedures to Purchaser upon request. If Seller is certified by a supply chain security program (for example, C-TPAT Status Verification Interface), it shall provide Purchaser with an authorized point of contact, all applicable and necessary information to comply with the minimum standard of the applicable regulations, and any changes to Seller's certification status. If Seller is not certified by a supply chain security program, then upon request it shall complete Purchaser's supply chain security questionnaire.
- d) Seller shall notify Purchaser promptly of any known or suspected security breach affecting the Goods (for example, contraband, smuggling, threatening or suspicious activities, or tampered container, trailer, lock, or seal including a seal broken during a customs inspection).
- e) Seller shall deliver the Goods and Deliverables and perform the Services by the Due Date and the Parties agree that time is of the essence. If Seller anticipates any difficulty in meeting the Due Date or any of the other requirements of this Agreement, Seller shall promptly notify Purchaser in writing and upon request, provide Purchaser adequate assurance of performance.
- f) If the event of an interruption of supply, scarcity of materials, or delay, Seller agrees to give priority to Purchaser's Orders.

5) TERMINATION.

- a) Delay and Default. In the event Seller anticipates any difficulty in complying with a Due Date or any of the other requirements of this Agreement, Seller shall promptly notify Purchaser in writing, and upon request, provide Purchaser adequate assurance of performance. In the event of a delivery delay, non-delivery, or any other default by Seller in meeting its obligations under this Agreement, Purchaser may terminate all or

any part of this Agreement without further compensation to Seller, and Purchaser's rights will be (i) for Goods, as specified in the New York Uniform Commercial Code (or if Seller is located outside the U.S., Article 45 of the United Nations Convention on Contracts for the International Sale of Goods); (ii) for Services and Deliverables, to procure, upon such terms and from any source or service provider as it shall deem appropriate, services and deliverables similar to those terminated; and (iii) for Deliverables, the immediate right to possession or control of such Deliverables, whether or not complete. In each case, Seller shall continue performance of such Agreement to the extent not terminated and shall be liable to Purchaser for any excess costs for Purchaser's procurement of similar goods, services, or deliverables. Immediately upon termination, Seller shall refund to Purchaser any progress payments for the terminated portion of the Agreement.

- b) Termination for Convenience. Purchaser may terminate all or any part of this Agreement for convenience at any time by giving notice specifying the extent of termination and the effective date. Upon termination, unless otherwise directed by Purchaser, Seller shall immediately: (i) stop work as directed; (ii) place no further subcontracts or orders except as necessary to complete the continued portion of the Agreement; and (iii) terminate all subcontracts to the extent they relate to terminated work. Seller's exclusive remedy for termination under this paragraph 5(b) shall be limited to Purchaser's payment for Goods or Deliverables delivered or Services performed prior to the effective date of the termination. Purchaser shall not be liable for lost or anticipated profits, unabsorbed indirect costs or overhead, or for any sum in excess of the total Agreement price. In the event that Purchaser wrongfully terminates this Agreement under paragraph 5(a), in whole or in part, such termination becomes a termination for convenience under this paragraph 5(b).

6) DISPUTE RESOLUTION.

- a) Arbitration. Any dispute, claim, difference or controversy arising out of, relating to, or having any connection with this Agreement and the present arbitration clause (including but not limited to any dispute as to the existence, validity, scope, operativeness, capability of performance, or termination of this contract or of the arbitration provision or choice-of-law provision thereof) shall be referred to and finally resolved exclusively by arbitration.
- b) Prior to initiating arbitration, one or both Parties shall send to the other a written notification expressly invoking the dispute resolution procedure. If the Parties do not resolve the dispute within sixty (60) days following said written notification, either Party may file an arbitration claim to resolve the dispute. During the sixty-day period, the Parties agree to engage in good faith negotiations and use commercially reasonable efforts to resolve the dispute.
- c) If the Seller is located within the United States, the dispute shall be settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules in effect as of September 1, 2025, except as stated otherwise in this Article. The seat, or legal place, of the arbitration shall be New York, New York. In the event of a conflict between the AAA Commercial Arbitration Rules and this Article, the provisions of this Article control.
- d) If the Seller is located Outside the United States, the dispute shall be settled by arbitration administered by the International Chamber of Commerce ("ICC") in accordance with the International Chamber of Commerce Rules of Arbitration in effect as of September 1, 2025, except as otherwise stated in this Article. The seat, or legal place, of the arbitration shall be London, England. In the event of a conflict between the ICC Rules of Arbitration and this Article, the provisions of this Article control.
- e) The Parties agree that, if the amount in controversy is or exceeds \$3,000,000, the case shall be heard by a panel of three arbitrators unless the Parties agree otherwise: each party shall appoint one arbitrator, and the two party-appointed arbitrators shall jointly select the third arbitrator, who shall serve as the chair. Where a case will be heard by one arbitrator, the Parties shall mutually agree on the sole arbitrator. In the event of a failure to appoint one or more arbitrator(s) within the time frame(s) established by the administering arbitral body (AAA or ICC), the arbitral body shall make the appointment(s) consistent with its rules in effect as of September 1, 2025.
- f) The parties agree that limited depositions are permissible prior to arbitration, subject to the following: if the amount in controversy is less than \$5,000,000, each party shall be limited to two depositions; if the amount in controversy is \$5,000,000 or more, each party shall be limited to four depositions.

- g) Each party may file one dispositive motion prior to the arbitration hearing.
- h) The language to be used in the arbitral proceedings shall be English, unless otherwise agreed by the Parties.
- i) The arbitrator(s) shall have no authority to award punitive damages or any other damages amounts not measured by actual damages. The arbitrator(s) may award costs and attorneys' fees consistent with the AAA or ICC rules in effect as of September 1, 2025.
- j) Any award of the arbitrator(s) will be final, binding and not appealable, and any court of competent jurisdiction may enforce the award.
- k) Any claim against Purchaser shall be barred unless Seller has filed an arbitration demand with either AAA or ICC in accordance with this Article within one year of Seller's actual notice of the facts giving rise to the dispute. If the dispute is related to termination of the Agreement, the effective date of termination is considered the date that Seller has actual notice of the facts giving rise to the dispute.
- l) All statements and materials related to this dispute resolution process and arbitration are confidential and shall not be disclosed by the Parties, the arbitrator(s), or the arbitral body (AAA or ICC) to any third party without the prior written consent of both Parties, except to the extent necessary to enforce this arbitration provision or the arbitral award, or as required by law or court order.
- m) The dispute resolution procedure in paragraphs 6(a) through 6(l) above is exclusive, except that (i) either Party may seek from a court of competent jurisdiction any equitable, interim, or provisional relief to avoid irreparable harm; and (ii) the Parties may bring litigation for claims asserting intellectual property rights and claims relating to the misuse or unauthorized disclosure of confidential, proprietary, or sensitive information.
- n) While dispute resolution as described in this Article is pending, Seller remains obligated to continue to timely perform. Seller acknowledges that failure to continue to timely perform during dispute resolution proceedings of any type would cause irreparable harm to Purchaser.
- o) Nothing in this Article shall not be construed to modify or displace any termination rights contemplated by this Agreement.

7) PURCHASER'S PROPERTY.

- a) In any adjudication of whether Seller used Purchaser's Property without permission to design or manufacture for sale to anyone other than Purchaser or Purchaser's Affiliate any hardware that is substantially similar to or can replace or repair any Purchaser-designed product or system or any part for a GE, CFM International, or other engine program in which Purchaser participates, or to obtain FAA or other governmental approval for such hardware or repair, Seller shall be required to establish by clear and convincing evidence that Seller and its employees, sub-contractors, and agents did not do so (directly or indirectly).
- b) Seller may use Purchaser's Property for the sole purpose of performing its obligations under this Agreement and not for any other purpose. For example, Seller shall not use Purchaser's Property to design, manufacture, sell, provide, or repair goods or deliverables or perform services for anyone other than Purchaser. Nothing in this Agreement shall be interpreted as an implied license or a license by estoppel to Intellectual Property Rights in Purchaser's Property.
- c) While Seller has Purchaser's Property in its custody or control, Seller shall plainly identify it, through markings or otherwise, as being the property of Purchaser (if practical), safely store it apart from other Property, hold it at Seller's risk, insure it for replacement cost with loss payable to Purchaser, and maintain it. Upon Purchaser's written request, Seller shall remove and deliver Purchaser's Property to Purchaser in the same condition as originally received by Seller, except for reasonable wear and tear.
- d) Seller shall not (and shall not cause others to) reverse engineer Purchaser's Property or analyze it to determine its chemical composition or physical properties.
- e) The most current version of GE Aviation Standard PO Remark E21 – Tooling Supplement shall apply to any Purchaser-owned tooling or US Government-owned property utilized in the performance of this Agreement.

8) INTELLECTUAL PROPERTY.

a) Seller Intellectual Property.

- i) Nothing in this Agreement shall entitle a Party to ownership rights in any Seller-owned Background Intellectual Property of the other Party.
- ii) Seller grants to Purchaser and Purchaser's Affiliates a non-exclusive, perpetual, irrevocable, fully paid-up, worldwide, sub-licensable license to exercise Seller Intellectual Property solely to the extent that such Seller Intellectual Property would otherwise restrict Purchaser's, Purchaser's Affiliates', or their contractors' or customers' use or enjoyment of Goods, Services, and/or Deliverables.
- iii) To the extent Purchaser discloses Seller Confidential Information under this paragraph, such disclosure will be subject to confidentiality terms consistent with those set forth in Article 9(c).

b) Foreground Intellectual Property. This Article 8(b) does not apply to COTS Goods.

- i) Purchaser shall own all Foreground Intellectual Property along with any Intellectual Property Rights thereto. As required under the terms of an Order or at Purchaser's request, Seller shall deliver all such Foreground Intellectual Property to Purchaser.
- ii) Seller will procure from Seller Personnel at Seller's sole expense (including any compensation due Seller Personnel), all Intellectual Property Rights in Foreground Intellectual Property. Seller hereby assigns and agrees to assign all rights in Foreground Intellectual Property to Purchaser. In addition, Seller, will provide reasonable, timely assistance to Purchaser (at Purchaser's expense) to enable Purchaser to secure Intellectual Property Rights in Foreground Intellectual Property.
- iii) All Foreground Intellectual Property that is considered "Work Made for Hire" as defined in in Section 101 of the United States Copyright Act, 17 U.S.C. 101, and used in 17 U.S.C. 201 (or relevant EU legislation and the UK Copyright, Design and Patents Act 1988, c. 48, as amended), shall be deemed a "work made for hire" under this Agreement, with all right, title and interest in such Foreground Intellectual Property vesting with Purchaser.

c) Purchaser Intellectual Property

- i) Nothing in this Agreement shall entitle Seller to ownership rights in any Purchaser-owned Background and Foreground Intellectual Property ("Purchaser Intellectual Property").
- ii) Purchaser grants to Seller a non-exclusive, royalty-free right during the term of this Agreement to use Purchaser Intellectual Property solely as necessary for Seller to perform its obligations under this Agreement. Seller shall not, without Purchaser's prior written consent, use Purchaser Intellectual Property or any derivative works of any Purchaser Intellectual Property in any manner not authorized under this Agreement, including developing, manufacturing, obtaining a certification to manufacture, offering for sale or selling any product, equipment, or service which utilizes or is enabled by Purchaser Intellectual Property.

d) Third Party Material and Open Source Material.

- i) To the extent that any OSM or 3PM (collectively, "Third-Party Intellectual Property") are provided in connection with the Services or incorporated into a Good or Deliverable, at no additional cost to Purchaser, Seller grants to (or shall procure for) Purchaser and Purchaser's Affiliates a non-exclusive, perpetual, irrevocable, fully paid-up, worldwide, sub-licensable (through all tiers of sublicenses) license to exploit the OSM and 3PM solely to the extent that such Third-Party Intellectual Property would otherwise restrict Purchaser's, Purchaser's Affiliates', or its suppliers' or its customers' use or enjoyment of Goods, Services, and/or Deliverables.
- ii) Seller may provide a Good, Service, or Deliverable that uses or incorporates OSM or 3PM (or depends in any way upon OSM or 3PM) only with Purchaser's prior written approval and so long as: (a) Seller cooperates with Purchaser's security and proprietary rights assessments concerning OSM and 3PM; (b) Seller validly holds and is in compliance with all underlying licenses necessary to use or incorporate

the OSM or 3PM as specified in the Order or SOW; and (c) Seller agrees, upon Purchaser's request, to allow Purchaser (or an approved third party inspector paid for by Seller) to examine any Deliverable for OSM or 3PM, and provides Purchaser with any related necessary assistance.

- iii) Seller shall be responsible at its sole expense for remediating any technical or legal issues experienced by Purchaser in connection with the use or incorporation of OSM or 3PM into the Goods, Services, and/or Deliverables.
- e) Patent Markings. If Purchaser notifies Seller that Goods ordered under this Agreement are patented, Seller agrees to mark such Foreground Intellectual Property with any patent numbers or other markings designated by Purchaser, including updates to such numbers or markings. This Article 8(d) does not apply to COTS Goods.
- f) Intellectual Property Representations and Warranties. Seller represents and warrants:
 - i) Goods, Services, and/or Deliverables shall not infringe any Intellectual Property Rights of any third party;
 - ii) Seller will not assert any Intellectual Property Rights against Purchaser, Purchaser's Affiliates, and their respective vendors and customers based on their use of the Goods, Services, and/or Deliverables, Services or their use, copying of Seller Background Intellectual Property pursuant to Article 8(a); and
 - iii) Seller will obtain the same warranties and obligations contained in this Article 8 running in favor of Purchaser, Purchaser's Affiliates, and their respective vendors and customers from each of Seller's subcontractors.

9) CONFIDENTIALITY AND DATA PROTECTION.

- (a) Each Party's Confidential Information shall remain the property of that Party except as expressly provided otherwise by the other provisions of this Agreement.
- (b) Except for the license granted in Article 8(a), each Party shall not disclose the other Party's Confidential Information to any third party or use the other Party's Confidential Information for the benefit of any third party without the other Party's consent. All Purchaser's Property, Purchaser's Intellectual Property, Deliverables, and Orders shall be deemed Purchaser's Confidential Information. All Seller Intellectual Property shall be deemed Seller's Confidential Information.
- (c) Each Party shall protect the other Party's Confidential Information against unauthorized use or disclosure using at least those measures that it takes to protect its own Confidential Information of a similar nature, but no less than reasonable care. Seller will permit access to Purchaser's Confidential Information to only Seller Personnel who have a need to know for the purpose of performing Seller's obligations under this Agreement, and are subject to obligations of confidentiality at least as restrictive as those set forth in this Agreement for the other Party's benefit. If a Party is required by applicable law or regulation to disclose the other Party's Confidential Information, that Party shall provide the other Party with prompt notice thereof and a reasonable opportunity to comment or undertake protective measures prior to such disclosure. That Party may disclose only the information that is required by such law or regulation to be disclosed without liability under this Agreement.
- (d) Each Party shall be liable to the other Party for any unauthorized use or disclosure by the Party's Personnel or any third party to which the Party discloses the other Party's Confidential Information.
- (e) Seller shall comply with the GE Privacy and Data Protection Appendix available at <https://www.geaerospace.com/company/doing-business/privacy> (the applicable version as of the time of the Order).
- (f) Purchaser may require Seller to provide certain personal information such as the name, address, telephone number, and e-mail address of Seller or its representatives ("Seller Personal Information"), and use it for necessary purposes in connection with facilitating the performance of the Agreement (including Seller payment administration), and Purchaser and its contractors may store such data in databases on Purchaser systems at any Purchaser location and make it accessible globally to authorized Purchaser personnel. Purchaser shall be the controller of this data for legal purposes, and agrees to use reasonable technical and organizational measures designed to ensure that the Seller Personal Information is processed in conformity

with applicable data protection laws. Seller may obtain a copy of the Seller Personal Information by written request, and/or submit updates and corrections to Seller Personal Information by written notice to Purchaser.

ARTICLE 10 - CHANGES.

- (a) Purchaser reserves the right at any time to make changes within the general scope of this Agreement. Such changes may include: (1) engineering definitions, drawings, designs or specifications; (2) technical clarifications; (3) artwork; (4) quantity; (5) method of shipment or packing; (6) quality requirements; (7) place or time of delivery or performance; or (8) amount of Purchaser's furnished Property.
 - i) If any change causes a significant impact on the cost of, or the time required for, performance of any work under this Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both as applicable, in writing. Any Seller claim for adjustment under this article shall be deemed waived unless asserted in writing within twenty (20) days after receipt by Seller of the notice to make the change and may only include reasonable, direct costs that will necessarily be incurred as a direct result of the change.
 - ii) Seller shall not proceed to implement any change for which Seller will seek an equitable adjustment until Purchaser provides for such change in writing.
 - iii) Nothing in this section, including any disagreement with Purchaser as to the equitable adjustment to be made, shall excuse Seller from proceeding with the change provided that Purchaser pays Seller all undisputed amounts pursuant to this Agreement.
- (b) Seller shall notify Purchaser in writing 180 days in advance of any and all: (i) changes to the Goods, Deliverables, and Services, their specifications and/or composition; (ii) process changes; (iii) plant and/or equipment/tooling changes or moves; (iv) transfer of any work hereunder to another site; and/or (v) sub-supplier changes, to permit Purchaser to identify any quality, regulatory or other reporting requirements that may arise from such change, and no such change shall occur until Purchaser has had the opportunity to conduct such audits, surveys and/or testing necessary to determine the impact of such change on the Goods, Deliverables, and/or Services and has approved such change in writing. Seller shall be responsible for obtaining, completing, and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Purchaser.

ARTICLE 11 - ANTICIPATION OF DELIVERY SCHEDULE. It is Seller's responsibility to comply with the established lead times and Due Dates but not to anticipate Purchaser's requirements. Any material commitments or production arrangements made by Seller in excess of the amount or in advance of the time necessary to meet the requirements of this Agreement shall be at Seller's sole risk and expense. Seller shall not ship or deliver Goods and/or Deliverables to, or perform Services for, Purchaser in advance of Purchaser's requirements, and any such early shipment, delivery, or performance will not obligate Purchaser to pay. Purchaser may return any such Goods or Deliverables to Seller at Seller's expense.

ARTICLE 12 - ASSIGNMENT AND CHANGE IN OWNERSHIP.

- (a) Assignment. Any assignment or attempt to assign or subcontract Seller's obligations under this Agreement without the advance written consent of Purchaser shall be null and void and shall give Purchaser the right to terminate this Agreement for default.
- (b) Change in Ownership. If Seller solicits or receives an offer that would result in a Change in Ownership or Control, as defined below, Seller shall give notice of said offer and the identity of the offeror to Purchaser as early as practical following Seller's receipt of the offer. Before Seller accepts the offer or enters definitive documentation with respect to a Change of Ownership or Control, it shall give Purchaser a reasonable opportunity to discuss the potential impact with Seller. Seller shall immediately notify Purchaser if the Change in Ownership or Control occurs: Within one hundred twenty (120) days after receipt of such notice or the effective date of such Change in Ownership or Control, whichever is later, Purchaser may at its option: i) terminate all or any part of this Agreement as if for default under paragraph 5(a) above and at no cost to Purchaser and/or ii) extend the duration of all or any part of this Agreement by up to thirty-six (36) months, with the same terms and conditions (including pricing). In any event, Seller agrees to render full cooperation to Purchaser in order to minimize disruption to the Purchaser.

In addition to the rights above, Purchaser may require Seller to provide adequate assurance of performance, including, but not limited to (A) additional commitments from the new controlling entity, which may be in the form of a guarantee, and/or (B) the institution of special controls regarding the protection of Purchaser's Property, Purchaser's Background Intellectual Property, Deliverables, and Confidential Information.

For purposes of this paragraph 12(b), the term "Change in Ownership or Control" means any of the following, in each case either directly or indirectly: (1) the sale of equity shares controlling 20% or more of the voting rights in Seller, an entity in Seller's line of ownership, or Seller's ultimate parent, (2) the sale, lease, transfer or other disposition of substantially all of the assets of Seller or Seller's ultimate parent, (3) a merger, reorganization, consolidation, share exchange, recapitalization, business combination, liquidation or dissolution or similar transaction involving Seller or Seller's ultimate parent, (4) a tender offer or exchange offer for any of the outstanding shares of capital stock of Seller or Seller's ultimate parent, or (5) a sale by Seller of the assets relating to the product Seller produces or will produce for Purchaser.

ARTICLE 13 - QUALITY, INSPECTION, AND ACCEPTANCE.

- (a) Seller shall be responsible for all quality, performance, productivity provisions, and documentation requirements set forth in this Agreement and shall be responsible for imposing the applicable quality assurance requirements on Seller Personnel and subcontractors. Purchaser and Purchaser's customer shall each have the right, at no charge to Purchaser or Purchaser's customer, to access the sites where the work under this Agreement is performed or to receive Seller data sufficient to (1) conduct quality audits, (2) perform or witness inspections or tests of the Goods, Services, or Deliverables at Seller's facility or elsewhere, (3) assess conformance with Purchaser's specifications, (4) assess part performance, (5) assess conformance with Seller's other commitments under this Agreement, and (6) follow up on findings and improvements to resolve any findings or issues and verify the implementation of the resolution(s). In accordance with 14 C.F.R. 145.223 and 14 C.F.R. 21.140, any Seller that agrees to provide Goods, Services, or Deliverables that are regulated by the FAA, EASA, DAOS or other regulator, must provide facility access to that regulator for observation and inspection of information, items and processes related to those Goods, Deliverables, or Services. For avoidance of doubt, Seller shall provide any drawings and/or other data needed to support regulatory requirements and regulatory authority audits within the period required by an applicable regulatory body. Notwithstanding other confidentiality restrictions, if any, Purchaser may disclose Seller's information to regulators and other government agencies in response to requests within the scope of said agencies' authority.
- (b) Seller agrees to use only experienced, trained, and qualified Seller Personnel in the performance of its obligations under this Agreement. All Goods and Deliverables shall be of first-class quality and workmanship.
- (c) Payment does not constitute acceptance of Goods, Deliverables, and/or Services. All payments against documents are made with a reservation of rights with respect to defects or failures to conform to the requirements of this Agreement, whether apparent or not. The making of, or failure to make, any inspection or acceptance of the Goods, Deliverables, and/or Services shall not impair Purchaser's right to reject Goods, Deliverables, and/or Services that are defective or otherwise fail to conform to the requirements of this Agreement or to receive any other remedies.
- (d) Seller certifies that it shall provide and maintain quality control, inspection, and process control systems in set forth in the Agreement and that are acceptable to Purchaser. If applicable, Seller certifies that it shall provide and maintain quality control, inspection, and process control systems in accordance with the most current specification revision located on Purchaser's document manage system for supplier quality product requirements, as applicable (such as S-1000, S1001, S-1002, S-1005, S-1007, S-485, S-523, NAK 3001 (when working with the GE Aviation Czech Business Unit), and other quality requirements as specified). Purchaser has the right to inspect Goods and Deliverables, as well as the provision of Services, at Seller's facility at any time, and Seller shall provide facilities and assistance reasonably necessary to ensure the safety and convenience of such inspections. For clarity, Purchaser's approval of Seller's process, quality and control processes does not release Seller from its responsibility to fulfill Purchaser's specifications and maintain such quality and process control systems. Seller will maintain objective evidence of its conformance with this paragraph, meaning that any statement of fact pertaining to the quality of a Good, Deliverable, or Service must be based on observations, measurements or tests that can be fully verified. Said evidence must be expressed in terms of specific quality requirements or characteristics. These characteristics are identified in drawings, specifications, and other documents that describe the item, process, or procedure.

- (e) The remedies available under this Article are in addition to any other remedies Purchaser may have available to it in law or in equity, or in any other provisions of this Agreement.
- (f) Seller shall secure the same contractual obligations contained in paragraphs (d) above from Seller's subcontractors and suppliers, at any tier, related to performance under this Agreement.

ARTICLE 14 - WARRANTY.

- (a) Unless otherwise stated in the Order, Seller warrants that Goods and Deliverables furnished pursuant to this Agreement shall (i) be free from defects in design, material, and workmanship for a period of 24 months from Purchaser's written acceptance; (ii) be new, merchantable, and of good title; (iii) strictly conform to the requirements of this Agreement; (iv) not be counterfeit. Purchaser's remedy for any breach of this warranty shall be the repair or replacement of any defective or non-conforming Goods or Deliverables together with Purchaser's reasonable costs.
- (b) Seller warrants that Services provided pursuant to this Agreement shall (i) performed in a timely, professional, good and workmanlike manner in accordance with the highest standards and best practices of Seller's industry; and (ii) strictly conform to the requirements of this Agreement. Purchaser's remedy for any breach of this warranty shall be, at Purchaser's option, re-performance of the defective Services or a refund of amounts paid for the defective Services, together with Purchaser's reasonable costs.
- (c) Seller extends all warranties received from its sub-suppliers to Purchaser and agrees to enforce such warranties on Purchaser's behalf.
- (d) In addition to any other rights and remedies available at law, in equity or under this Agreement, Purchaser shall have the right to correct any nonconformance or defect in the Goods, Services, or Deliverables at Seller's cost.
- (e) The warranties in this Article are in addition to any other warranties and remedies, express or otherwise, shall survive acceptance and payment, and shall run to Purchaser, its successors, assigns and customers.
- (f) Remedies in this Article are not exclusive and shall not be in lieu of any other remedy available at law, in equity or under this Agreement.

ARTICLE 15 - INDEMNITY AND INSURANCE.

- (a) General Indemnification. Seller shall defend, indemnify, and hold harmless Purchaser, its directors, officers, employees, agents, representatives, successors, and assigns (each an "Indemnified Party"), whether acting in the course of their employment or otherwise, from and against any and all loss, cost, expense, damage, claim, demand, or liability (including reasonable attorney and professional fees and costs) arising from (i) Seller's or Seller Personnel's acts or omissions or breach of Agreement; and (ii) taxes or other liability related to the employment or engagement or the termination of employment or engagement of Seller Personnel. An Indemnified Party shall have the right to participate in the selection of counsel, and Seller shall not enter into any settlement agreement that contains any admission of liability on the part of Purchaser and/or any other Indemnified Party.
- (b) Intellectual Property Indemnification. Seller shall indemnify, defend, and hold harmless an Indemnified Party from and against any and all loss, cost, expense, damage, claim, demand, or liability (including reasonable attorney and professional fees and costs) arising out of any claim that the manufacture, use, sale, or furnishing of Goods, Services, and/or Deliverables constitutes infringement or misappropriation of any Intellectual Property Rights, or for a breach of any of the representations or warranties contained in Article 8 above. If an injunction issues, Seller shall:
 - i) procure for Purchaser and Purchaser's subsidiaries and Affiliates, and their respective vendors and customers, the rights to continue using said Goods, Services, and/or Deliverables; or
 - ii) at the election and with written approval of Purchaser, (A) modify the Goods, Deliverables, and/or Services in a manner acceptable to Purchaser so they become non-infringing; (B) remove and replace the Goods and/or Deliverables with non-infringing Goods or Deliverables; or (C) remove the Goods and/or Deliverables and/or discontinue the Services, refund the purchase price, and reimburse Purchaser for all damages and costs associated with obtaining and installing a non-infringing alternative.

(c) Insurance. Seller shall obtain and keep in force for the benefit of Seller and Purchaser reasonable insurance to cover risks in proportion to the volume and type of Goods, Services, and Deliverables that Seller sells to Purchaser. Said insurance shall be from carriers that have a minimum rating of A.M. Best's A-: VII or S&P A and that are licensed to provide insurance in the jurisdiction in which work is to be performed and shall remain in force for the duration of the Agreement and for a period of 3 years thereafter. The minimum limits of said insurance shall be as set forth below:

- i) Comprehensive General Liability, including Product and Completed Operations Liability (including contractual and cross-liability coverage) on an occurrence form - \$5,000,000 combined single limit per occurrence;
- ii) Comprehensive Automobile Liability as required by state or country law – Bodily injury/property damage covering all vehicles used in connection with the Goods, Services, and Deliverables in the amount of \$1,000,000 combined single limit each occurrence;
- iii) Professional Errors and Omissions – if applicable, \$5,000,000 per claim / \$5,000,000 aggregate;
- iv) Crime – if applicable, \$1,000,000 covering all Seller Personnel and subcontractors and including a client's property endorsement or other insuring agreement specifying that employee theft coverage extends to Purchaser's property;
- v) Environmental – if applicable, \$5,000,000 per claim / \$5,000,000 aggregate
- vi) Property – all-risk property insurance on a replacement cost basis with no co-insurance for all Purchaser's Property;
- vii) Cyber / Data Privacy and IT Security Liability – if applicable, covering the activities of Seller, including data breach and unauthorized access to systems and data, \$10,000,000 per claim / \$10,000,000 aggregate; and
- viii) Statutory Workers' Compensation as required by state or country law and Employer's Liability - \$3,000,000 each accident.

If insurance coverage is maintained in Seller's local currency, the amounts stated above shall be applicable based upon the exchange rates set forth in a reputable listing of currency exchange rates, such as the Wall Street Journal.

- (d) The amount of coverage required by (i), (ii), and the Employer's Liability requirement of (viii) may be satisfied with umbrella/excess liability policies which follow form and drop down to apply as primary insurance in the event an underlying policy is exhausted.
- (e) Seller shall provide Purchaser with a certificate of insurance evidencing that the required minimum coverage is in effect and that Purchaser is named as an additional insured, provide a waiver of subrogation clause in favor of the Purchaser, and provide that all coverage provided by the Seller shall be primary. Such insurance shall not exclude the actions of any subcontractor that Seller may utilize under this Agreement. The insurance obtained by Seller hereunder shall have no effect on any obligations imposed upon Seller under this Agreement.

ARTICLE 16 - SELLER'S REPRESENTATIONS.

- (a) Authority. Seller represents, warrants, and covenants that it (i) has all power, authority, rights, and licenses to perform under this Agreement and provide the Goods, Services, and Deliverables; (ii) shall disclose any obligation that potentially creates the appearance of (or actual) conflict of interest with Purchaser's interest during Seller's performance and shall not engage in any such conflicting activity without Purchaser's prior written consent; and (iii) has procured and shall maintain all necessary assets, authorizations, permits, visas, clearances, registrations, licenses and certifications required in connection with its performance under this Agreement.
- (b) Compliance with Laws. Seller represents, warrants, and covenants that in performing under this Agreement, it shall comply with all applicable international, EU, national, state, and local laws.

- (c) Integrity Guide. Seller represents, warrants, and covenants that it shall act in a manner consistent with Purchaser's Integrity Guide for Suppliers, Contractors, and Consultants (the "Guide"), which is available at: <https://supplier.geaerospace.com/ge-integrity-guides/>.
- (d) Bribery Act 2010. The following applies to Goods and Deliverables delivered and Services provided in the UK:
 - i) Seller shall: (i) comply with all applicable laws, statutes, and regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (the "Relevant Requirements"); (ii) comply with Purchaser's policies relating to ethics, anti-bribery and anti-corruption, including but not limited to the Guide (the "Relevant Policies"); (iii) not do, or omit to do, any act that will cause or lead the Purchaser to be in breach of any of the Relevant Requirements or Relevant Policies; (iv) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies, and will comply with them where appropriate; and (v) promptly report to Purchaser any request or demand for any undue financial or other advantage of any kind received by Seller or Seller Personnel in connection with the performance of this Agreement.
 - ii) Seller shall ensure that any person associated with Seller who is performing services or providing goods in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on Seller in this Article 16(d) ("Relevant Terms"). Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Purchaser for any breach by such persons of any of the Relevant Terms. Whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued thereunder).
- (e) No Claims. All Goods, Deliverables, and Services shall be provided to Purchaser free of claims of any nature, including defects in title, security interests, liens, and other encumbrances.
- (f) Financial Standards. If Goods, Services, or Deliverables to be provided could have a material impact on Purchaser's ability to report financial information in an accurate and timely manner, Seller represents and warrants that its practices (and the Goods, Services, and Deliverables provided to Purchaser) are in compliance with SSAE-18, SOC-1, Type 2 reporting requirements. On Purchaser's written request, Seller shall provide Purchaser with third-party documentation from an outside auditor certifying that it has effective controls in place.
- (g) Release of Information. Seller shall not release any information concerning this Agreement or its business relationship with Purchaser to any third party, except as required by applicable law, regulation, injunction, or administrative order, without Purchaser's prior written consent. Seller shall not use Purchaser's name, photographs, logo, trademark, or other identifying characteristics, or those of any of its subsidiaries or Affiliates, without Purchaser's prior written approval.
- (h) Seller shall not deliver any product or service that contains any equipment produced by a Covered Entity. Covered Entity means: Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, including all subsidiaries and affiliates (including US subsidiaries and affiliates) of such entities.

ARTICLE 17 -- SELLER PERSONNEL.

- (a) Seller shall be responsible for the direction, control, and discipline of Seller Personnel. This Agreement does not make Seller Personnel employees of Purchaser nor entitle them to any rights, benefits, or privileges given to Purchaser's employees. Seller shall be responsible for conduct of Seller Personnel. Seller shall ensure that Seller Personnel adhere to this Agreement and that they have the requisite knowledge, training, and ability to do so.
- (b) Seller Personnel are not authorized to make or modify any agreements or commitments on behalf of Purchaser. Specifically, no employee of Seller shall make contact with any government official regarding the continuation, renewal, amendment, or modification of a contract.
- (c) TUPE & Employment Liabilities. The following applies to Services provided in the UK or European Union:
 - i) In this paragraph 17(c), "Losses" means all costs, liabilities, losses, damages, claims, demands and expenses (including without limitation all settlement awards and all interest, penalties and reasonable

legal and other professional fees); "New Seller" means any successor to Seller or any of Seller's subcontractors in the provision of the Services or part of the Services upon a Cessation of Service (as defined below), including (if applicable) Purchaser or any Purchaser Affiliate; and "Transfer Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended) or any other law implementing, in any jurisdiction in or from which Services are or were provided under this Agreement, the European Council Directive 2001/23/EC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses.

- ii) Neither the commencement of the provision of the Services or any part thereof nor the cessation of the provision of the Services or any part thereof is intended by either Purchaser or Seller to constitute a relevant transfer for the purposes of Transfer Regulations. Accordingly, it is intended that following such commencement and/or cessation as the case may be, all of Seller Personnel shall remain employed by Seller.
- iii) Seller shall indemnify and keep indemnified the Indemnified Parties (as this term is defined in paragraph 15(a)) on demand from and against any and all Losses on a full indemnity basis suffered or incurred by Purchaser and/or any Purchaser Affiliate and/or any New Seller arising out of or in connection with the engagement, employment or the termination of the employment or any contractual arrangement in respect of any employee, worker, agent or contractor who is or has been engaged or employed to any extent by Seller in connection with any part of the Services and/or Deliverables, whether such Losses (1) arise and/or relate to any time during the term of the Agreement, and/or (2) transfer or are alleged to transfer to Purchaser and/or any Purchaser Affiliate and/or any New Seller pursuant to the Transfer Regulations.
- iv) If as a result of Seller or any subcontractor ceasing or partially ceasing to provide the Services or any part thereof for whatever reason (a "Cessation of Service") any contract of employment of any person takes effect or is alleged to take effect as if originally made between that person and Purchaser, any Purchaser Affiliate or any New Seller as a result of the Transfer Regulations or otherwise (a "Transferring Individual") then: (a) Purchaser, the Purchaser Affiliate or the New Seller (as applicable) may, but shall not be bound to, terminate such Transferring Individual's contract upon becoming aware of such effect; and (b) Seller shall indemnify and keep indemnified the Indemnified Parties on demand from and against any and all Losses on a full indemnity basis suffered or incurred by Purchaser and/or any Purchaser Affiliate and/or any New Seller arising out of or in connection with the employment or the termination of employment of any Transferring Individual and any other Losses which may be suffered or incurred by Purchaser and/or any Purchaser Affiliate and/or any New Seller in relation to such Transferring Individual in respect of any period whether before or after the Cessation of Services

ARTICLE 18 - RECORD RETENTION REQUIREMENTS.

- (a) Record Retention. Seller shall maintain complete and accurate records in connection with its performance under this Agreement for a period of 7 years after termination or expiration of the Agreement and any additional period required by law or applicable quality standards.
- (b) Classified Information. Unless authorized in writing by Purchaser or the applicable government, Seller shall return or destroy any classified information (including all reproductions) upon completion of the work under this Agreement that required the classified information.

ARTICLE 19 -EXPORT CONTROL REQUIREMENTS.

- (a) Seller and Purchaser shall comply with all applicable customs, export control, import control, and sanctions laws, regulations, and orders, including but not limited to: (i) the International Traffic in Arms Regulations ("ITAR," 22 CFR Part 120-130); (ii) the Export Administration Regulations ("EAR," 15 CFR Parts 730-774); (iii) the Foreign Assets Control Regulations ("OFAC Regulations" 31 CFR 500-598); (iv) Council Regulation (EU) No 833/2014 of 31 July 2014; and (v) applicable non-US customs, export control, and sanctions laws, regulations, and orders (collectively, "ITC Laws").
- (b) Seller shall provide to Purchaser all information and documentation reasonably requested by Purchaser in relation to compliance with ITC Laws and acknowledges that Purchaser may rely on such information and

documentation for its own compliance activities, including issuing certifications and/or other documentation related to ITC Laws.

- (c) Seller shall obtain the required export licenses, unless Purchaser agrees otherwise in writing.
- (d) If the Goods or Services are subject to ITAR, then:
 - i) If Seller is a U.S. company, it shall maintain a valid and current U.S. Department of State Directorate of Defense Trade Controls (“DDTC”) registration and shall confirm such registration to Purchaser upon request; and
 - ii) Seller represents and warrants that it has not and will not pay or offer to pay any fees, commissions or political contributions as described under Part 130 of the ITAR for the solicitation, promotion, or securing of a sale of Defense Goods or Services to, or for the use of, the armed forces of an international organization or non-U.S. Country.
- (e) Seller shall not export, re-export, transfer, or otherwise divert any items provided by Purchaser, including goods, equipment, technology, or technical data controlled under ITC Laws:
 - i) to Cuba, Iran, North Korea, the Russian Federation, Belarus, Syria, and/or any country comprehensively sanctioned by the United States, the United Kingdom, and/or the European Union;
 - ii) to or for use by any party prohibited from receiving such items under applicable ITC Laws; and/or
 - iii) for any end use prohibited under applicable ITC Laws.
- (f) Seller shall not export, re-export, or otherwise transfer any Purchaser export-controlled technology related to any item that is subject to Supplement 2 to Section 744.21 of the U.S. Export Administration Regulations (“EAR”) to any “military end user” or for purposes of any “military end use,” as defined by Section 744.21 of the EAR, unless such export, re-export, or transfer is authorized by a valid export license. Prior to any transfer of such technology to a subcontractor located or incorporated in any named country under Section 744.21, including but not limited to Belarus, Burma, Cambodia, China, Russia, or Venezuela, Seller shall: (1) complete due diligence to determine if the subcontractor is a “military end user” as defined in Section 744.21 of the EAR; and (2) if Seller determines the subcontractor is a “military end user” as defined in Section 744.21 of the EAR, notify Purchaser and cooperate with Purchaser, including providing all documentation and information requested by Purchaser, to obtain any required export licenses as identified by Purchaser.
- (g) Seller shall obtain the representations, warranties, and commitments above in this Article from each of Seller’s subcontractors that receives information related to the Goods or Services.

ARTICLE 20 - CUSTOMS REQUIREMENTS.

- (a) Seller must show proper notification on all shipping waybills. In addition, shipping cartons and documentation must meet all country of origin marking and invoicing requirements. The commercial invoice for import must clearly indicate Seller and Purchaser per the Order and this Agreement, and the sale price per the Order. Seller must be a legitimate party to the transaction. The values used at import must be in accordance with recognized customs valuation methodologies (per U.S. Customs and Border Protection or World Customs Organization, as applicable). Seller will be responsible for any fines or liabilities resulting from insufficient, improper or negligent invoicing or marking of shipments.
- (b) Seller will be responsible for providing any additional documentation and/or data for U.S. Customs entry, including but not limited to mill certificates, MSDS forms, FDA 2877 form, and any other forms or data required for customs entry based on the HTS classification. For Goods or Deliverables that qualify for Free Trade Agreements (“FTA”) or the Generalized Systems of Preferences (“GSP”) between the U.S. and partner countries, Seller is responsible for providing FTA and GSP certification, and contact names and details with which Purchaser’s third-party compliance partners can conduct a verification that the parts being sold qualify for these programs.
- (c) For ocean shipments into the U.S. ONLY:
 - i) Seller accepts and shall implement sufficient procedures to enable Purchaser to comply with U.S. Customs and Border Protection’s Importer Security Filing (“ISF”) requirements (information about the

GE Aviation ISF pre-alert form and process can be found at <https://www.geaerospace.com/company/doing-business/supplier-security-requirements>).

- ii) Seller shall provide the following to Purchaser's designated ISF agent at least 72 hours prior to the shipping vessel sailing: (A) Seller or Seller's ultimate owner's registered name and address, (B) the manufacturer's name and address, (C) Purchaser's name and address, (D) the ship-to name and address of final destination, (E) the container stuffing location name and address, (F) the consolidator or stuffer name and address, (G) the Importer of Record's name and U.S. Internal Revenue Service ("IRS") or tax identification number, (H) any consignee name(s) and U.S. IRS or tax identification number(s), (I) the country of origin (the country where the Goods or Deliverables are manufactured or produced), and (J) the six-digit harmonized tariff code.
 - iii) Seller or its agents shall communicate ISF requirements, including the ISF pre-alert form (by electronic mail) to Purchaser's ISF agent at least 72 hours prior to the shipping vessel sailing. Seller or its agents shall not load any container onto the vessel prior to receipt of ISF acceptance from Purchaser's ISF agent.
 - iv) In addition to any other rights and remedies Purchaser may have in law or in equity, Purchaser may deduct from the price of Goods or Deliverables any penalties, fines or assessments imposed on Purchaser for late, inaccurate, or incomplete ISF filings caused by Seller non-compliance. Additional deductions may be taken for late deliveries, demurrage, or expenses incurred due to Seller's failure to comply with ISF requirements.
- (d) Seller warrants that all sales made hereunder are or will be made at not less than fair value under the applicable Anti-Dumping law, including but not limited to the U.S. Anti-Dumping law (19 U.S.C. 1673 et. seq.).

ARTICLE 21 - WORK ON PURCHASER'S OR ITS CUSTOMER'S PREMISES. If Seller works on the premises of Purchaser or Purchaser's customer ("Premises") or accesses Purchaser's systems, then:

- (a) Seller shall comply with Purchaser's standard and Premises-specific safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during such work. Information about GE Aerospace Security requirements can be found at <https://www.geaerospace.com/company/doing-business/supplier-security-requirements>. Seller shall ensure that Seller Personnel do not pose a threat to the safe working environment on Premises or a threat to the integrity of the business operations at the Premises. At Purchaser's request, Seller agrees to replace any Seller Personnel who fail to comply with Purchaser's standard and Premises-specific policies.
- (b) (i) If it is legally permissible for Seller to conduct drug testing of its employees, Seller represents and warrants that all of its employees who will perform work under this Agreement on Premises or while accessing Purchaser's systems (such as having a Purchaser-issued Single Sign-On (SSO) account) ("Access Work") have been tested for, and are free from, illegal drugs, including without limitation marijuana. (ii) If it is not legally permissible for Seller to conduct routine drug testing, Seller represents and warrants that it will use reasonable endeavors to ensure that all of its employees who will perform Access Work are free from illegal drugs, and if Seller has reason to suspect that any employee performing Access Work is using illegal drugs or is under the influence of alcohol, Seller shall take immediate steps to remove such employee from Access Work and ensure that the employee does not continue to perform work under this Agreement.
- (c) Seller represents and warrants that Seller Personnel will not perform Access Work while impaired by alcohol, medication or other drugs and that any medication taken by a Seller employee will not adversely affect the employee's ability to perform competent and safe work.
- (d) If permitted by applicable law and after securing appropriate written authorization from its Supplier Personnel, Seller represents and warrants that it will conduct a criminal conviction records investigation of Supplier Personnel through the use of an approved third-party background check vendor before they are (a) assigned to work on any Order that requires the employees to enter Premises (for clarity, this shall not include periodic attendance or visits to such Premises); (b) granted access to perform Access Work; (c) assigned to duties that directly relate to the safe operation or security of the Premises or piece of equipment which, if not performed properly, could cause a serious environmental, health, or safety hazard to employees or the general public; or (d) assigning Supplier Personnel to a worksite that is designated in its entirety as "security sensitive" even though the work responsibilities, if performed in another context, would not be security

sensitive. The background check will comply with the GE Aerospace Background Check requirements, available at <https://www.geaerospace.com/company/doing-business/supplier-security-requirements>, and incorporated by here by reference. If Seller is located in the UK, such investigation shall, at a minimum, take the form of a Criminal Record Check ("CRC") and be in accordance with the UK Rehabilitation of Offenders Act (1974), and Seller shall provide Purchaser with a copy of the completed CRC prior to assigning any employee to work on Premises without a Purchaser escort.

- (e) Seller shall include this Article in any subcontract placed pursuant to this Agreement under which the subcontractor will perform Access Work.
- (f) If permitted by applicable law, Purchaser reserves the right to deny any of Seller Personnel access to Premises and/or systems for any reason in Purchaser's sole discretion.

ARTICLE 22 - ENVIRONMENTAL MATTERS.

- (a) Seller covenants that the Goods and Deliverables (1) comply with all laws governing the management, handling, shipping, import, export, notification, registration, and authorization of chemical substances such as the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the U.S. Toxic Substances Control Act ("TSCA"), the EU Restriction of Hazardous Substances Directive ("RoHS"), EU and UK Registration, Evaluation, Authorisation and Restriction of Chemicals ("REACH") regulations, EU and UK F-Gas Regulations, and other comparable chemical regulations (collectively "Chemicals Regulations"); and (2) can be used as contemplated by Purchaser in full compliance with the Chemicals Regulations. Seller is expected to anticipate future regulatory constraints on the Goods to ensure the continuity of supply.
- (b) Unless agreed to in writing or expressly required by Purchaser's engineering drawings or specifications, the Goods and Deliverables shall not contain: (1) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls ("PBBs"), polybrominated diphenyl ethers ("PBDEs"), arsenic, asbestos, benzene, polychlorinated biphenyls ("PCBs"), persistent organic pollutants ("POPs"), carbon tetrachloride, beryllium, radioactive materials, per- and polyfluoroalkyl substances ("PFAS"), or fluorinated gases ("F-gases"); or (2) any other chemicals that are restricted or banned under any applicable Chemicals Regulations. In addition, Seller shall notify Purchaser in writing if either of the following are contained in the Goods or Deliverables or used by Seller in the manufacture of the Goods or Deliverables: (1) any engineered nanoscale material; or (2) any substances on the most recently published version of the Aerospace and Defence Declarable Substances List ("AD-DSL").
- (c) Upon request within 25 days, Seller shall provide to Purchaser or its authorized third-party service provider, subject to reasonable protection of Seller's confidential business information, the chemical composition of the Goods or Deliverables (including concentrations) and any other relevant information regarding the content and safe and compliant management of the Goods or Deliverables in accordance with the most recent published versions of Materials and Substances Declaration for Aerospace and Defense (IPC-1754) standard and IAEG Aerospace and Defence Substances Reporting Tool ("AD-SRT").
- (d) If Seller is shipping Goods or Deliverables into the U.S., regardless of which Party is the importer of record, Seller shall comply with the import restrictions contained in TSCA and provide the appropriate TSCA Certification required under 19 CFR 12.121.
- (e) Seller shall provide with the Goods or Deliverables, in the language(s) and legally required formatting of the location(s) to which the goods are delivered, the following: (1) safe use instructions; (2) hazard communication, safe transport, and labelling information; (3) compliance and certification documentation; (4) for chemical substance and mixtures, safety data sheets ("SDS") compliant with the latest version of the United Nations' Globally Harmonized System of Classification and Labelling of Chemicals; and 5) any other information which Seller knows or should know is necessary to comply with applicable law. Any such information shall reference the stock or part number of the delivered Goods or Deliverables.
- (f) Seller shall promptly notify Purchaser if it expects that any environmental, health, or safety issue may reasonably impact its obligations to Purchaser under this Agreement.
- (g) Seller shall include requirements substantially similar to the requirements in this Article in all sub-contracts related to the fulfillment of this Agreement.

ARTICLE 23 - MISCELLANEOUS.

- (a) English Language. This Agreement, Orders, data, notices, shipping invoices, correspondence, and all other writings shall be in Purchaser's native language or English language. In the event of any inconsistency between any terms of this Supply Agreement and any translation thereof into another language, the English language meaning shall control. *Les parties ont requis que la présente entente et toute annexe y étant jointe soient rédigées en anglais.*
- (b) Governing Law. If Purchaser is located in the United States, this Agreement and all disputes between the Parties shall be governed by the laws of the state of New York, notwithstanding its conflict of laws rules. If Purchaser is located outside the United States, this Agreement and all disputes between the Parties shall be governed by the laws of England and Wales, notwithstanding its conflict of laws rules. The application of the United Nations Convention on the International Sale of Goods is hereby excluded.
- (c) Order of Precedence. In the event there is conflict between the Order and the Supply Agreement, the Order shall take precedence unless otherwise stated in a writing signed by the duly authorized representatives of the Parties.
- (d) Waiver. Any failure or delay in the exercise of rights or remedies under this Agreement shall not waive or impair such rights or remedies. Any waiver given shall not be construed to require future or further waivers.
- (e) Modifications. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding upon either Party unless documented in a subsequent writing signed by the duly authorized representative of the Party intended to be bound.
- (f) Severability. If any portion of this Agreement is determined to be contrary to any controlling law, rule, or regulation, such portion will be revised or deleted from this Agreement, but the rest of the Agreement will remain in full force and effect.
- (g) Reports. Upon request, Seller shall provide progress reports on the status of Seller's work.
- (h) Business Continuity Plan. Upon request, Seller shall provide a written business continuity plan and/or crisis management protocol to Purchaser (or a third party identified by Purchaser).
- (i) Financial Records. Upon request, Seller will provide financial records, such as income statements, balance sheets, and cash flow statements, to Purchaser (or a third party identified by Purchaser) to enable Purchaser to evaluate the financial health of Seller.
- (j) Remedies. Purchaser's rights and remedies are not exclusive and are in addition to any other rights and remedies available to Purchaser at law or in equity.
- (k) Labor Disputes. Seller shall notify Purchaser of all impending or existing labor complaints, troubles, disputes or controversies that may affect Seller's ability to perform its obligations under this Agreement. Purchaser shall have no liability or bargaining obligations under any collective bargaining agreement between Seller and its employees. Seller agrees to give Purchaser prompt notice of any union organization with respect to its employees.
- (l) Relationship of the Parties. Nothing in this Agreement shall be deemed to create a partnership, joint venture, agency trust or similar relationship and neither Party shall be deemed to an agent of the other Party.
- (m) Security Interest. If items are bailed to Seller or progress payments made, Seller grants Purchaser a security interest in equipment, machinery, contract rights, inventory, goods, merchandise, and raw materials, whether now existing or hereafter arising, and any replacements, improvements, substitutions, attachments, accessories, and accessions thereto or thereon provided by Purchaser or purchased by Seller with progress payments or advances made by Purchaser and to be used by Seller in manufacturing products ordered by Purchaser under this Agreement. Seller agrees to execute and deliver all documents requested by Purchaser to protect and maintain Purchaser's security interest.
- (n) Audit Rights. Purchaser shall have the right to audit, at no charge to Purchaser, all pertinent books, records, and systems of Seller, receive answers to reasonable information requests to Seller, and make reasonable inspections of Seller's facilities to verify compliance with this Agreement. In the event of non-compliance, Purchaser may take appropriate actions, up to and including termination pursuant to Article 5(a).

- (o) Divestiture. Any Purchaser Affiliate divested by Purchaser may, for a period of 1 year following divestiture, continue to benefit under the Agreement and/or issue an Order on the same terms as the Agreement. Any entity or business acquired by Purchaser or a Purchaser Affiliate may use this Agreement with any of their existing purchases with Seller.
- (p) Affiliates. Seller agrees that the Goods, Services, and Deliverables purchased under this Agreement may be used by Purchaser on behalf of itself and, at no additional cost, for the benefit any Purchaser Affiliate. Any Purchaser Affiliate that uses the Goods, Services, and Deliverables shall be entitled to all the rights and interests afforded to Purchaser and may enforce this Agreement in its own name.
- (q) Survival. All rights, duties, and obligations which by nature should apply beyond the term of the Agreement will remain in force after the complete performance of the Agreement.
- (r) Government Flow Down. This Agreement may be subject to government flow down requirements when indicated on the Order or within Purchaser's request for proposal, in which case Appendices I and II to Purchaser's Remark C64, available at <https://www.geaerospace.com/company/doing-business>, shall apply as stated in each appendix.