

SPIRIT AEROSYSTEMS, INC.

1. **FORMATION OF CONTRACT.** The following terms and conditions (the "Terms and Conditions") shall become effective upon Buyer's acceptance of Supplier's Offer. Unless specifically agreed to in writing by Buyer's Authorized Procurement Representative, Buyer objects to, and is not bound by, any term or condition that differs from or adds to these Terms and Conditions.
2. **DEFINED TERMS.** Any capitalized terms in these Terms and Conditions not defined herein are defined in the Supplier's Offer, attached hereto and incorporated herein by reference.
3. **INDEPENDENT CONTRACTOR.** Supplier and any subcontractor shall at all times be independent contractors of Buyer. Supplier shall have complete control over the performance of, and the details for accomplishing, the Services. In no event shall Supplier or its agents, representatives or employees be deemed to be agents, representatives or employees of Buyer. Supplier's employees shall be paid exclusively by Supplier for all services performed. Neither Supplier nor its agents, representatives or employees shall be entitled to participate in, or receive the benefits of, any pension, retirement, medical insurance, or other employee benefit plan of Buyer. Supplier shall be responsible for payment of all obligations to federal, state, and local governments, including but not limited to income or earnings taxes, social security contributions, unemployment compensation contributions, and any other similar obligations (including withholding) arising out of its activities under the Contract.
4. **PERSONNEL.** Supplier shall assign personnel satisfactory to Buyer to perform Supplier's obligations under the Contract. At any time and for any reason, Buyer may require Supplier to withdraw the services of any person and require that Supplier promptly provide a replacement for such person satisfactory to Buyer. In addition to the indemnification provisions in Section 14, Supplier specifically agrees to indemnify and hold harmless Buyer, its parent or affiliates, and their directors, officers, partners, employees and agents ("Indemnified Parties") from and against any actions, causes of action, liabilities, charges, claims, suits, judgments, liens, awards and damages of any kind and nature whatsoever and expenses, costs of litigation and counsel fees related thereto or incident to establishing the right to indemnification (collectively, "Losses") arising from Buyer's exercise of its rights under this Section or for property damage, personal injury or death (including, without limitation, injury to or death of employees of Supplier or any subcontractor thereof).
5. **WARRANTY.** Supplier warrants that all Services performed hereunder shall be performed by employees or agents of Supplier who are experienced and skilled in their profession and in accordance with industry standards. Supplier further warrants that all Materials delivered to Buyer hereunder shall be free from defects in materials and workmanship. Buyer shall give written notice of any defect in Materials or any nonconforming Services to Supplier within one year from the date of Buyer's acceptance of Materials or from the date of performance of the Services. Buyer may, at its option, either (a) require correction or reperformance of any nonconforming Services or replacement of any defective Materials, or (b) make an equitable adjustment in the pricing terms of the Contract. If Supplier is required to correct or reperform the Services or replace any Materials, such correction, reperformance or replacement shall be at Supplier's expense. If Supplier fails or refuses to correct, reperform or replace, Buyer may correct or replace with similar services and materials and charge Supplier for any cost to Buyer or make an equitable adjustment in the price of the Contract.
6. **TAXES.** Unless the Contract specifies otherwise, the price of the Services and Materials includes, and Supplier is liable for and shall pay, all taxes, impositions, charges and exactions imposed on or measured by the Contract except for applicable sales and use taxes that are separately stated on Supplier's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption.

- 7. INVOICE AND PAYMENT.** Supplier shall invoice Buyer for all Services and Materials provided through the date of such invoice. The invoice shall be accompanied by a statement of the Services and Materials provided, the dates of delivery or performance, and the personnel utilized by Supplier for the performance of Services. Unless Buyer submits a written notice to supplier disputing the Materials or Services within 30 days of receipt of such invoice, Buyer shall remit payment to Supplier in accordance with Buyer standard payment terms Net 60 days or according to the negotiated payment terms on the purchase order.
- 8. PACKING AND SHIPPING.** The prices quoted by Supplier in the Contract include all shipping charges for Materials delivered to Buyer, unless Buyer waives this requirement in writing. Materials shall be delivered F.O.B. destination and the risk of loss shall not pass to Buyer until delivery of the Materials to Buyer. International orders will ship using INCO terms of FCA unless otherwise directed by the Purchase Documents. Supplier shall pack the Materials to prevent damage and deterioration. Buyer may withhold or deduct from amounts owed to Supplier any losses Buyer incurs for damage to or deterioration of any Materials. Supplier shall comply with carrier tariffs. Supplier shall make no declaration concerning the value of Materials shipped except on Materials where the tariff rating is dependent upon released or declared value. In such event, Supplier shall release or declare such value at the maximum value within the lowest rating.
- 9. CHANGES**
- a. Buyer's Authorized Procurement Representative may, in writing, direct changes within the general scope of the Contract in any of the following: (i) technical requirements and descriptions, specifications, statement of work, drawing or designs; (ii) place of delivery, inspection or acceptance; (iii) reasonable adjustments in quantities or delivery schedules or both; (iv) description of Services to be performed; (v) the time of performance (e.g., hours of the day, days of the week, etc.); and (vi) the place of performance. Supplier shall comply immediately with such direction.
 - b. If such change increases or decreases the cost or time required to perform the Contract, Buyer and Supplier shall negotiate an equitable adjustment in the price or schedule, or both, to reflect the increase or decrease. Failure of the parties to agree upon any adjustment shall not excuse Supplier from performing in accordance with Buyer's direction. Buyer shall modify the Contract in writing accordingly.
- 10. DISPUTES.** Any dispute that arises under or is related to the Contract that cannot be settled by mutual agreement of the parties may be submitted for determination to the courts of the United States for the District of Kansas or, absent jurisdiction in such federal court, in the courts of the State of Kansas located in the Wichita, Kansas. Pending final resolution of any dispute, Supplier shall proceed with performance of its obligations under the Contract so long as Buyer continues to pay amounts not in dispute.
- 11. FORCE MAJEURE.** If either party is prevented from complying, either totally or in part, with any of its obligations under the Contract by reason of fires, explosions, floods, earthquakes, unusually severe weather, act of God, war, invasion, acts of terrorism, acts of the government in either its sovereign or contractual capacity, epidemics, quarantine restrictions, labor strikes, or freight embargoes, then upon prompt written notice to the other party, such obligations shall be suspended during the period of such disability. The disabled party shall make all reasonable efforts to remove such disability within 10 days (or such other period as may be agreed by the parties in writing) of giving such notice. If the disability is not removed within such time period, the non-disabled party shall have the right to immediately terminate the Contract upon written notice. In addition, during the period of disability, the non-disabled party may seek to have its needs met by others without either liability to the disabled party or an extension of the Term of the Contract.

12. TERMINATION. Buyer may terminate the Contract in any one of the following ways:

- a. at any time, without cause, by giving 30 days prior written notice to Supplier;
- b. effective immediately, with no advance notice to Supplier, if Supplier makes an assignment for the benefit of creditors, is the subject of a bankruptcy, becomes insolvent, suspends business, is the subject of appointment of a receiver for Supplier's property or business, or files a petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation or similar relief under any statute, law or regulation; or
- c. upon the giving of 10 days prior written notice to Supplier, if Supplier breaches any covenant, obligation or term of the Contract and the breach described in such notice is not cured to the satisfaction of Buyer by the end of the 10 day notice period.

13. ASSIGNMENT, DELEGATION AND SUBCONTRACTING. Supplier shall not assign any of its rights or interest in the Contract, nor subcontract all or substantially all of its obligations of the Contract without Buyer's prior written consent. Supplier shall not delegate any of its duties or obligations under the Contract. Supplier may assign its right to monies due or to become due. No assignment, delegation or subcontracting by Supplier, with or without Buyer's consent, shall relieve Supplier of any of its obligations under the Contract or prejudice any of Buyer's rights against Supplier whether arising before or after the date of any assignment. This Section does not limit Supplier's ability to purchase standard commercial supplies or raw materials.

14. INDEMNIFICATION, INSURANCE AND PROTECTION OF PROPERTY

- a. Indemnification by Supplier. Supplier shall indemnify and hold harmless each of the Indemnified Parties from and against all Losses arising out of or in any way related to the Contract or the performance thereof by Supplier or any subcontractor thereof or other third parties, including, without limitation, the provision of Services, Materials, personnel, facilities, equipment, support, supervision or review. The foregoing indemnity shall apply only to the extent of the negligence of Supplier, any subcontractor thereof or their respective employees. In no event shall Supplier's obligations hereunder be limited to the extent of any insurance available to Supplier or any subcontractor thereof. Supplier expressly waives any immunity under industrial insurance, whether arising out of statute or source, to the extent of the indemnity set forth in this paragraph (a).
- b. Commercial General Liability. If Supplier or any subcontractor thereof will be performing Services on Buyer's premises, Supplier shall carry and maintain, and shall ensure that all subcontractors thereof carry and maintain, Commercial General Liability insurance with available limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage combined. Such insurance shall contain coverage for all premises and operations, broad form property damage, contractual liability (including, without limitation, that specifically assumed under paragraph (a) herein) and goods and completed-operations insurance with limits of not less than one million dollars (\$1,000,000) per occurrence. Such insurance shall not be maintained on a per-project basis unless the respective Supplier or subcontractor thereof does not have blanket coverage.
- c. Automobile Liability. If licensed vehicles will be used in connection with the Services or delivery of Materials, Supplier shall carry and maintain, and shall ensure that any subcontractor thereof carries and maintains, Business Automobile Liability insurance covering all vehicles, whether owned, hired, rented, borrowed or otherwise, with available limits of not less than one million dollars (\$1,000,000) per occurrence combined single limit for bodily injury and property damage.
- d. Workers' Compensation. Supplier shall, and shall ensure that any subcontractor thereof shall, cover

or maintain insurance in accordance with the applicable laws relating to workers' compensation with respect to all of their respective employees working on or about Buyer's premises. If Buyer is required by any applicable law to pay any workers' compensation premiums with respect to an employee of Supplier or any subcontractor, Supplier shall reimburse Buyer for such payment.

- e. Certificates of Insurance. Supplier shall provide for Buyer's review and approval certificates of insurance reflecting full compliance with the requirements set forth in paragraphs (b), (c), and (d) above. Such certificates shall provide for 30 days advance written notice to Buyer in the event of cancellation. Failure of Supplier or any subcontractor thereof to furnish certificates of insurance, or to procure and maintain the insurance required herein, or failure of Buyer to request such certificates, endorsements or other proof of coverage, shall not constitute a waiver of Supplier's or subcontractor's obligations hereunder.
- f. Protection of Property. Supplier shall, and shall ensure that any subcontractor thereof shall, use suitable precautions to prevent damage to Buyer's property. If any such property is damaged by the fault or negligence of Supplier or any subcontractor thereof, Supplier shall, at no cost to Buyer, promptly and equitably reimburse Buyer for such damage or repair or otherwise make good such property to Buyer's satisfaction. If Supplier fails to do so, Buyer may do so and recover from Supplier the cost thereof.

15. ACCESS TO PLANTS AND PROPERTIES. Supplier shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer. Buyer shall not be responsible for Losses relating to Supplier's or any subcontractor's property used in and around Buyer's premises in connection with the Contract.

16. NOTICE TO BUYER OF LABOR DISPUTES. Whenever Supplier has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Contract, Supplier shall immediately give notice thereof, including all relevant information, to Buyer.

17. PATENT, TRADEMARK AND COPYRIGHT INDEMNITY. Supplier shall indemnify, defend and hold harmless the Indemnified Parties from all Losses (including, but not limited to, awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorneys' fees and/or costs) related to the actual or alleged infringement of any United States or foreign intellectual property right (including, but not limited to, any right in a patent, copyright, trademark, industrial design or based on misappropriation or wrongful use of information or documents) and arising out of the manufacture, sale or use of Materials by Buyer. Buyer will notify Supplier of any such claim, suit or action; and Supplier shall, at its own expense, fully defend such claim, suit or action on behalf of the Indemnified Parties. Supplier will have no obligation under this Section with regard to any infringement arising from (a) Supplier's compliance with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of Materials in combination with other items when such infringement would not have occurred from the use or sale of those Materials solely for the purpose for which they were designed or sold by Supplier.

18. CONFIDENTIAL, PROPRIETARY AND TRADE SECRET INFORMATION AND MATERIALS. Buyer and Supplier shall each keep confidential and protect from unauthorized use and disclosure all (a) confidential, proprietary and/or trade secret information; (b) tangible items and software containing, conveying or embodying such information; and (c) tooling identified as being subject to this Section and obtained, directly or indirectly, from the other in connection with the Contract (collectively, the "Proprietary Information"). Buyer and Supplier shall each use Proprietary Information of the other and all materials derived therefrom only in the performance of and for the purpose of the Contract. Notwithstanding any other obligations or restrictions imposed by this Section, Buyer shall have the right to use, disclose and reproduce Supplier's Proprietary Information, and make derivative works thereof, for the purposes of

testing, certification, use, sale or support of any Materials delivered under the Contract. Upon Buyer's request at any time, and in any event upon the completion, termination or cancellation of the Contract, Supplier shall return to Buyer all of Buyer's Proprietary Information and all materials derived therefrom, unless specifically directed otherwise in writing by Buyer. Supplier may disclose Proprietary Information of Buyer to its subcontractors as required for the performance of the Contract, provided that each such subcontractor first agrees in writing to the same obligations imposed upon Supplier under this Section. Supplier shall be liable to Buyer for any breach of such obligation by such subcontractor. The provisions of this Section shall survive the performance, completion, termination or cancellation of the Contract.

- 19. PUBLICITY.** Without Buyer's prior written approval, Supplier shall not, and shall require that its subcontractors at any tier shall not, release any publicity, advertisement, news release or denial or confirmation of same regarding the Contract or the Services or Materials provided thereunder. Supplier shall be liable to Buyer for any breach of such obligation by any subcontractor.
- 20. EVIDENCE OF CITIZENSHIP OR IMMIGRANT STATUS.** Buyer may be required to obtain information concerning citizenship or immigrant status of Supplier's personnel or Supplier's subcontractor personnel entering the premises of Buyer. Supplier agrees to furnish this information before commencement of work and at any time thereafter before substituting or adding new personnel to work on Buyer's premises. Information submitted by Supplier shall be certified by an authorized representative of Supplier as being true and correct.
- 21. GRATUITIES.** Supplier warrants that neither it nor any of its employees, agents or representatives have offered or given, or will offer or give, any gratuities to Buyer's employees, agents or representatives for the purpose of securing the Contract or securing favorable treatment under the Contract.
- 22. UTILIZATION OF SMALL BUSINESS CONCERNS.** Supplier agrees to actively seek out and provide the maximum practicable opportunities for small businesses, small disadvantaged businesses, women-owned small businesses, minority business enterprises, historically black colleges and universities and minority institutions, Historically Underutilized Business Zone small business concerns and US Veteran and Service-Disabled Veteran Owned small business concerns to participate in the subcontracts Supplier awards to the fullest extent consistent with the efficient performance of the Contract.
- 23. RIGHTS AND REMEDIES.** Any failures, delays or forbearances of either party in insisting upon or enforcing any provisions of the Contract, or in exercising any rights or remedies under the Contract, shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect. Except as otherwise limited in this Contract, the rights and remedies set forth herein are cumulative and in addition to any other rights or remedies that the parties may have at law or in equity. If any provision of the Contract is or becomes void or unenforceable by law, the remainder shall be valid and enforceable.
- 24. COMPLIANCE WITH LAWS.** Supplier shall comply with all applicable statutes and government laws, regulations and orders, including but not limited to those pertaining to United States Export Controls.
- 25. GOVERNING LAW.** The Contract shall be governed by and construed in accordance with the laws of the state of Kansas without regard to conflict of laws principles.
- 26. QUALITY CONTROL.** Supplier shall establish and maintain a quality control system acceptable to Buyer for the Services and Materials purchased under the Contract. Supplier shall permit Buyer to review procedures, practices, processes and related documents to determine such acceptability.
- 27. ACCEPTANCE.** Buyer shall accept the Materials or give Supplier notice of rejection within a reasonable time after delivery, notwithstanding any payment or prior inspection. No inspection, delay or failure to

inspect or failure to discover any nonconformance shall relieve Supplier of any of its obligations under the Contract or impair any rights or remedies of Buyer.

- 28. NOTICE.** All notices, demands, requests, or other communications which may be or are required to be given, served or sent by any party to any other party pursuant to the Contract shall be in writing and shall be either (a) mailed postage prepaid by certified or registered mail, return receipt requested, (b) delivered by personal or courier delivery, or (c) sent by facsimile transmission, electronically confirmed and immediately followed by one of the preceding methods, to the party's address provided on the signature page of the Contract (or such other address a party provides in writing to the other party).
- 29. ENTIRE AGREEMENT.** The Contract constitutes the entire agreement of the parties and supersedes any and all prior agreements, understandings and communications between Buyer and Supplier related to the subject matter of the Contract. No amendment or modification of the Contract shall bind either party unless it is in writing and is signed by Buyer's Authorized Procurement Representative and an authorized representative of Supplier.
- 30. IMPORT COMMERCIAL INVOICE REQUIREMENTS.** Applicable only to foreign procurements where Spirit is the Importer of Record. Note 097 from Spirit AeroSystems, Inc. Supplemental Notes, Form WMFM 515, (latest Rev), applies to, and is incorporated into, this order by reference as though set out in full text.
- 31. TEMPORARY RELOCATION OF SPIRIT OWNED TOOLS.** All Suppliers must adhere to the following conditions regarding Spirit owned tools (property.) Suppliers will submit a written request to Spirit for the temporary relocation of any equipment required to support Manufacture of Production of Spirit products. At such time, Supplier agrees to maintain the integrity of said Spirit Property. Upon return the property will be inspected by Portable Tool Repair Mechanics for damage prior to accepting shipment from Supplier. Any repair cost to tool, not defined as normal wear, will be charged to Supplier when repairs are completed. Spirit reserves the right to perform the repair activity with Spirit employees (Portable Tool Repair Mechanics.) Supplier also agrees to replace Spirit owned property that is lost while in Supplier's possession.
- 32. ITEM CHANGES OR DISCONTINUANCE.** Suppliers have the responsibility on repetitive buy items to immediately notify the Buyer as to any changes in configuration, changes in the manufacturer providing the item, or the discontinuance of that item.
- 33. INTERNATIONAL COOPERATION.**
Market Access and Sales Support
Seller agrees to work with Buyer to develop a lean global supply stream through application of shared strategies and tactics which support market access, and international business strategy. Buyer and Seller agree to work together to identify countries where Seller may subcontract and manage associated supply chain in support of Buyer's market access and international business strategy. With respect to work covered by the Purchase Documents, and if directed by Buyer, Seller shall use commercially reasonable efforts to procure from subcontractors and manage associated supply chain, in countries selected by Buyer, goods and services having a value of not more than twenty-five-percent (25%) of the total Shipset Price of all undelivered Shipsets as of the date of such notice. Such direction shall be at Buyer's sole option and may occur at any time during the performance of the Purchase Document; provided that Seller shall not be required to breach any then existing subcontract. Seller may satisfy such requirement through purchases either related or not related to the Purchase Document. If Seller is directed by Buyer to subcontract any part of its Work Packages and Seller anticipates an increase to the Price of the Purchase Document as a result of such direction, Seller shall notify Buyer in writing within thirty (30) days of such direction. If there is a cost or schedule impact, Buyer shall respond within thirty (30) days on whether Seller is to proceed. In

such cases if Buyer directs Seller to proceed and there is a resulting increase to the Price of the Purchase Document, then the Parties will mutually agree to an equitable adjustment in Price.

Offset Assistance

Seller shall use commercially reasonable efforts to cooperate with Buyer in the fulfillment of any non-United States offset program obligation that Buyer may have accepted as a condition of the sale of a Buyer product. In the event that Seller is either directed by Buyer or on its own solicits bids and/or proposals for, or procures or offers to procure any goods or services relating to the work covered by the Purchase Document from any source outside of the United States, Buyer shall be entitled, to the exclusion of all others, to all industrial benefits and other "offset" credits which may result from such solicitations, procurements or offers to procure. Seller shall take any commercially reasonable actions that may be required on its part to assure that Buyer receives such credits. If Seller is directed by Buyer to subcontract any part of its Product(s) to a country in which Buyer has an offset obligation, and Seller anticipates an increase to the Price of the Product(s) as a result of such direction, Seller shall notify Buyer in writing within thirty (30) days of such direction. If there is a cost or schedule impact, Buyer shall respond within thirty (30) days on whether Seller is to proceed. In such cases if Buyer directs Seller to proceed and there is a resulting increase to the Price of the Product(s), then the Parties will mutually agree to an equitable adjustment in Price.

Credit Against Sales

It is understood that Buyer may wish to claim part or all of the value of this Purchase Document as credit against a current or future Buyer offset obligation in country where Seller is located. The full value of this Purchase Document shall be held in account by the Government of the country where Seller is located and may be applied, at Buyer's sole determination, to satisfy any future offset obligations Buyer may accept as a condition of the sale of any Buyer product in the country where Seller is located. Seller will use its best efforts to assist Buyer in working with the appropriate government officials to obtain the offset credit being sought.

34. GENERAL & INTERNATIONAL REQUIREMENTS

Language

The Parties hereto have agreed that this Agreement be drafted in American English only. Where Seller resides in Quebec, Canada, les parties aux presentes ont convenu de rediger ce contrat en Anglais seulement. All contractual documents and all correspondence, invoices, notices and other documents shall be submitted in American English. Any necessary conversations shall be held in English. Buyer shall determine whether measurements will be in the English or Metric system or a combination of the two systems. Seller shall not convert measurements, which Buyer has stated in an English measurement system into the Metric system in documents furnished to Buyer

Currency

Unless specified elsewhere herein, all prices shall be stated in and all payments shall be made in the currency of the United States of America (U.S. Dollars). No adjustments to any prices shall be made for changes to or fluctuations in currency exchange rates.

Import/Export

- a. Seller shall comply with applicable import and export laws and regulations of Seller's country and of the United States and with all applicable export licenses and their provisos. This Purchase Document may involve information or items which are subject to the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) and which may not be released to "Foreign Persons" inside or outside the United States without the proper export authority.
The ITAR defines a Foreign Person as any person who is not a U.S. citizen, a lawful permanent resident as defined by 8 USC 1101(a)(20), or a protected individual as defined by 8 USC 1324b(a)(3). Foreign Person also means a corporation, business association, partnership, or any other entity that is not incorporated or organized to do business in the United States, as well as international organizations, foreign governments, and any agency or subdivision of foreign governments (e.g. diplomatic missions).
- b. The importer/exporter of record has obtained or will obtain and properly utilize, U.S. Government import/export authorization to furnish to Seller any defense articles, technical data, defense services,

software, and/or other controlled items (together referred to herein as "Controlled Items") requiring such authorization, which are necessary for Seller to perform this Purchase Document.

Such Controlled Items are authorized for export only to Seller's country for use by Seller and may not, without the prior written approval of the U.S. Government, be transferred, transshipped on a non-continuous voyage, or otherwise disposed of in any other country, either in their original form or after being incorporated into other end items.

If so requested by the importer/exporter of record, the other party shall assist in obtaining such authorization. If U.S. Government import/export authorization is not available, cannot be obtained, or is obtained and subsequently revoked, Controlled Items to be delivered or exchanged pursuant to this Purchase Document shall not be imported, exported, or re-exported. Resale or other transfer of items delivered or exchanged pursuant to this Purchase Document shall be in accordance with this clause.

- c. U.S. Government import/export authorization is based upon the following ITAR requirements and upon all applicable export licenses with which Seller agrees to comply:
 - 1. Seller shall use Controlled Items furnished by Buyer only in the manufacture of products in accordance with this Purchase Document.
 - 2. Seller shall not disclose or provide Controlled Items furnished by Buyer to any Foreign Person either in the United States or abroad before obtaining written authorization from Buyer or from the U.S. Department of State Office of Defense Trade Controls, except that if Seller is itself a Foreign Person, it may disclose or provide Controlled Items furnished by Buyer to Seller's employees who are nationals of Seller's country of site.
 - 3. Seller acquires no rights in Controlled Items furnished by Buyer except to use them to perform this Purchase Document. Seller shall not purport to convey to any subcontractor or person any greater rights in the data than Seller has. Seller may convey to subcontractors the right to use the Controlled Items only as required to perform their subcontracts.
 - 4. Seller shall deliver the articles manufactured in accordance with this Purchase Document only to Buyer in the United States or, with Buyer's authorization, to the U.S. Government.
 - 5. Upon completion or termination of this Purchase Document, Buyer may require Seller to: i) return to Buyer all technical data furnished by Buyer pursuant to this Purchase Document; or ii) destroy such technical data and to certify in writing to such destruction.
 - 6. Seller shall impose these requirements, 1 through 6 inclusive, suitably revised to properly identify the parties, on all subcontractors to whom Seller intends to furnish Controlled Items provided by Buyer for use by the subcontractors in performance of subcontracts.
- d. Seller agrees, in addition to the above procedures established by the ITAR, to place the following legend on all technical data obtained, used, generated, or delivered in performance of this Purchase Document:

WARNING—Information Subject to Export Control Laws This document may contain information subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR) of 1979. This information may not be exported, released, or disclosed to Foreign Nationals outside the United States without first complying with the export.

Mutual Assistance in Obtaining Import/Export Authorizations Under ITAR or EAR

- a. Upon request of Buyer's Authorized Procurement Agent, Seller shall, promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller's government, which is reasonably necessary to support Buyer's application for U.S. import or export authorizations. Buyer shall not be responsible for delays in U.S. import or export of Controlled Items supplied hereunder by Buyer due to a lack of necessary documentation from Seller or Seller's country.
- b. Seller shall be responsible for obtaining required import or export approvals, including licenses to import or export equipment or authorizations for Buyer to locate personnel and furnish in-country technical assistance.
- c. Upon Seller's request, Buyer shall promptly furnish Seller with any documentation, including import certificates or end-user statements from Buyer or the U.S. Government, which is reasonably necessary



General Provisions Indirect Procurement

- to support Seller's application for import or export authorizations issued by Seller's government. Seller shall not be responsible for delays in import or export of Controlled Items supplied hereunder by Seller into or out of Seller's country due to a lack of necessary documentation from Buyer or Buyer's country.
- d. If the government of either party denies, fails to grant, or revokes any import or export authorizations necessary for the performance of this Purchase Document, that party shall immediately notify the other party and neither party shall be responsible for performance or payment under this Purchase Document for directly affected activities.