

**COLLINS AEROSPACE SYSTEMS  
OVERRIDING TERMS AND CONDITIONS OF SALE  
HOIST & WINCH**

1. Purpose

These overriding terms of sale (these "Terms") shall be effective as of June 5, 2020. These Terms shall apply to all orders placed by Customer for purchases from Goodrich Corporation, a part of Collins Aerospace, acting by and through its Hoist and Winch business ("Collins" or "Seller") of any Product, and the constituent spare parts of such Products (collectively "Parts"). Customer or Collins may be referred to as the "Party" or the "Parties," respectively.

2. Applicability

These Terms shall apply to any order issued by Customer. The terms and conditions set forth in this document will take precedence over all other terms submitted by Customer's Purchase Order ("Purchase Order") unless otherwise agreed to in writing.

3. Placement of Orders

A. The preferred method of order placement with Collins is through the Internet website [www.customers.utcaerospacesystems.com](http://www.customers.utcaerospacesystems.com) or SPEC2000. Alternative methods, such as letter, fax, or other transmitted written instrument, will be accepted per the terms of sale included herein, and may be subject to a separate manual order processing fee of \$50 for each order received. All manual orders should specify the order number, Part number, keyword, quantity, name and address of Customer and individual placing the order, Bill-To-address, shipping instructions (delivery address, preferred carrier, special billing instructions), and Collins price, if available.

B. All orders, whether electronic or manual, are governed by these Terms and Customer is hereby notified of Collins objection to and rejection of any additional or different terms contained in Customer's request for quotation, order, or other forms. Additional or different terms shall not apply without prior written approval from an authorized representative of Collins. Customer may obtain copies of these Terms online in the Document Library available at [www.customers.utcaerospacesystems.com](http://www.customers.utcaerospacesystems.com) or by contacting a Collins customer service representative (CSR), if not previously provided. Customer is deemed to have accepted these Terms when it requests a quotation from Collins, issues a Purchase Order, or when Collins commences work, whichever occurs first.

4. Price and Availability

A. Unless otherwise agreed to in writing, prices for spare Parts shall be those prices displayed to customer upon logging into the business unit website or, if no log-in is provided, those prices contained in the applicable spare Parts Catalog effective at the time of the order placement (collectively "Current Catalog"). All prices are in U.S. dollars.

B. Expedited or delayed delivery requests outside the normal reorder lead time may be subject to expedite or delay fees.

C. Notwithstanding the prices set forth in the Current Catalog, the minimum price for the Parts ordered by Customer on any one (1) purchase order shall be \$500.00. The "Sold in Min. Qty." column in the Current Catalog can be used as a reference.

D. Prices and delivery for spare Parts not listed in the Current Catalog shall be quoted on an individual basis upon receipt of inquiry pursuant to the Quotations Section below.

E. To provide Customers with a broader selection of products, the Current Catalog may, from time to time, contain non-stock Parts, such as out-of-production components and residual Parts. The price and lead-time of these Parts are subject to availability and when such Parts are depleted they may not be available for order. However, when this occurs, a compatible configuration interchangeable Part may be substituted. Parts availability is not guaranteed.

F. Upon request, Collins Sites will provide price and delivery quotations for spare Parts not listed in the Current Catalog. Such quotations are valid for 90 calendar days or until the end of the calendar year, whichever occurs first, unless stated otherwise in the quote. Standard response time for requests for quotation is ten (10) calendar days. Expedited response time is twenty-four (24) hours.

- G. Requests for piece part quotes can be submitted through use of [www.customers.utcaerospace.com](http://www.customers.utcaerospace.com)

5. Delivery & Title

- A. The shipment of parts contained in the Current Catalog is normally accomplished within published lead-time after receipt of order. Collins shall provide the parts at its option from any Collins designated location depending on inventory availability at the time of the order shipment. Unpublished Parts shall be provided pursuant to quoted lead-time dates.
- B. Expedited or delayed delivery requests outside the normal reorder lead time may be subject to expedite or delay fees. If Collins prepays transportation charges, Customer shall reimburse Collins upon Customer's receipt of an invoice for such charges.
- C. US Domestic Transactions are quoted EXW Seller's premises (Incoterms 2020). International Shipments are delivered FCA Seller's premises (Incoterms 2020). Title and risk of loss shall pass to Customer when Seller makes goods available to Customer at Seller's facility. Risk of loss also shall be transferred to Customer if shipment or collection is refused due to Customer's act or omission. For the avoidance of doubt, when Collins provides the parts from non U.S. locations the Title Transfer Point (TTP) will be the Seller's facility.

For all transactions requiring U.S. export documentation, the goods shall be delivered in accordance with Incoterm 2020 principles established by the Seller below:

Title to and risk of loss of such goods sold by Seller shall pass to Customer upon their delivery (Title Transfer Point), which shall occur at Seller's premises or at an international airport in Seller's country; Seller (or, as Seller may determine, its supplier) shall be exporter of record and shall be responsible for maintaining any export documentation required for shipment out of the United States, unless otherwise agreed upon by the Parties;

Customer shall be responsible for any import documentation and/or customs duties required for importation into the destination country;

Seller and Customer shall provide any necessary information to each other to accomplish the foregoing; and

Seller shall coordinate with Customer's designated freight forwarder, carrier, or courier in order to effect shipment from Seller's facility. Customer shall be responsible for any freight charges.

- D. Collins reserves the right to quote additional charges for any special routing, packing, labeling, handling or insurance requested by Customer.
- E. Parts delivered from Collins facilities are inspected and certified by Collins Quality Assurance prior to shipment. A Certificate of Conformity statement is included on the Collins Pack sheet in the lower right hand corner of the pack sheet. Airworthiness documentation forms (EASA Form 1 or FAA 8130) are also provided as required by regulation for export purposes. Original manufacturing Certificate of Conformity will not be provided for Standard Aerospace Hardware.

6. Customer Inspection

- A. Not later than fifteen (15) days from the delivery date, Customer shall notify Collins in writing upon receipt of Parts of all discoverable defects, including quantity shortages, incorrect product and visible defects.
- B. In the event Customer fails to inspect the Parts or does not present a rejection notice to Collins in writing within fifteen (15) days of the delivery date, the Parts shall be deemed accepted. At that time, Customer's only recourse or remedy for non-conforming or defective Parts shall be as provided in the warranty section of these Terms.
- C. Customer agrees to notify Collins in advance of any return of Parts. No return of Parts will be accepted by Collins without Collins' prior authorization, pursuant to the "Return of Parts" Section herein.

7. Return of Parts

To ensure accurate return and restocking, Customer must obtain from the customer service team at [hoistwinchcs@collins.com](mailto:hoistwinchcs@collins.com), an agreement on the return of the parts and a Return Material Authorization ("RMA") document prior to the return shipment of parts. The CSR will provide such RMA to Customer. Returned Parts must be in original manufacturer's shipping cartons complete with all packing materials and certification

documents unless otherwise expressly agreed to by Collins. Based on the agreement of return and details of the RMA, a minimum restocking fee of \$500 or 10% of retail value (whichever is greater) may be applied.

#### 8. Taxes

- i. For the purposes of these Terms, taxes shall include, but not be limited to, sales taxes; use taxes; withholding taxes; value added taxes; goods and services taxes; stamp taxes; excise taxes; gross receipts taxes; transfer taxes; profits taxes; turnover taxes; port dues; import, export and custom duties; and any related penalties and interest or other similar taxes ("Taxes").
- ii. All prices provided pursuant to these Terms shall be exclusive of Taxes.
- iii. Customer shall pay the cost of Taxes which Collins is required by applicable law to charge to Customer as a result of the transactions contemplated by these Terms, unless Customer shall have timely provided to Collins a valid and properly completed exemption certificate certifying that Customer is not subject to such Taxes.
- iv. Collins shall have no liability for any Taxes, whether imposed on Collins or Customer, in connection with the performance by Collins of its obligations under this Agreement other than, for the avoidance of doubt, Taxes imposed on Collins' net income.
- v. In the event any amounts described in iv. above (other than, for the avoidance of doubt, Taxes imposed on Collins' net income) are imposed on Collins, Customer shall reimburse Collins for such amounts within 15 days of written request.
- vi. All payments shall be made without deduction or withholding. In the event that Customer is required by any law to make any deduction or withholding from any amount payable to Collins, then the amount payable to Collins shall be increased such that after all deductions and withholdings, the amount paid to Collins shall be equal to the amount to which Collins would have been entitled under these Terms had no deduction or withholding been required.
- vii. Any amounts withheld by Customer shall be timely remitted to the relevant authority as required by law. Customer shall promptly provide Collins with an official receipt or certificate in respect of the payment of such amounts.
- viii. Both Parties agree to co-operate to eliminate or reduce any applicable taxes, duties, interests, penalties or similar charges which may be payable by either Party, including, where applicable, providing or issuing the necessary documentation to support or secure exemptions or recoveries. Furthermore, if as a result of a change in law or a change in the tax practice of any tax authority, either Party becomes subject to additional taxes, duties or similar charges which increases their financial liability during the term of any order, both Parties will negotiate in good faith to attempt to reduce or eliminate such additional taxes, duties and similar charges. This is provided that neither Party need take any steps, which in its reasonable opinion and acting in good faith would increase its obligations or would be prejudicial or adverse to it (whether in respect of tax affairs or otherwise).

#### 9. Abandonment

Any repaired asset remaining in the possession of Seller for more than ninety (90) days following the notification date provided by Seller advising Buyer that the repaired asset is ready for shipment, because of the Buyer's failure to direct shipment or reclaim such asset, shall constitute abandonment of each such asset and shall entitle Seller to take title and either dispose or retain as its own property, at its own discretion.

## 10. Payment

- A. Prices in the then Current Catalog are stated in United States currency. Collins is not responsible for typographical errors or omissions relating to pricing. Collins reserves the right to correct any inaccurate invoices or errors in the then Current Catalog prices.
- B. For those Customers with Net 30 payment terms, payment, in United States dollars, is due on parts shipped net thirty (30) days from date of invoice (the "Due Date"). Payments should be made by Electronic Funds Transfer (EFT), with applicable fees borne by the Customer, per the instructions on the invoice. Collins reserves the right to modify or withdraw credit terms at any time without notice, and to require guarantees, security, or payment in advance for the amount of the order involved. Collins does not ship on a "Cash on Delivery" (COD) basis.
- C. If any amount due to Collins remains unpaid after the date on which it is payable (the Due Date), Collins shall be entitled to may, upon written notice to Customer, withhold future shipments until all delinquent amounts and late interest, if any, are paid. If delinquent amounts remain unpaid 30 calendar days after such written notice, then Collins may at its option: (1) declare Customer's performance in breach and terminate the Purchase Order; (2) withhold performance including, but not limited to, future shipments until all delinquent amounts and late interest, if any, are paid; (3) deliver future shipments on a cash with Purchase Order or cash in advance basis; (4) charge interest on delinquent amounts at a rate of one and one half percent (1.5%) per month or the maximum rate permitted by law, if lower, for each month or partial month; (5) charge storage or inventory carrying fees on Products; (6) recover all costs of collection including, without limitation, reasonable attorneys' fees; (7) if Customer is delinquent on a payment schedule, accelerate all remaining payments and declare the total outstanding balance then due and owing; or (8) combine any of the above rights and remedies as may be permitted by applicable law. The above remedies are cumulative and in addition to all other rights and remedies available at law or in equity, charge interest on such sum from the Due Date until the actual date of payment of such a sum, both before and after any judgment, at a rate of 1.5% per month or the highest rate permitted by law, whichever is lower.
- D. Customers requesting a hard copy invoice will be charged a \$50.00 processing fee. Customer shall pay Collins invoices in accordance with these Terms.
- E. Collins business unit specific payment remit information is specified on the applicable invoice.

## 11. No Set-Off or Deduction

- A. Money due from Customer is not subject to deduction, withholding or set off by reason of any claim of Customer arising out of this Purchase Order, sale, or any other transaction with Collins, its parents, affiliates, subsidiaries or other divisions or units.
- B. If Customer is required by any law to make any deduction or withholding from any amount payable to Collins, then the amount payable to Collins will be increased such that after all deductions and withholdings, the amount paid to Collins is equal to the amount to which Collins would have been entitled under these Terms had no deduction or withholding been required

## 12. Credit Policy

- A. Customers wishing to establish a line-of-credit or existing Customers wishing to revise their credit limits should contact their assigned Collins CSR In the absence of approved credit, or other prior arrangements, the applicable payment terms will be Cash In Advance ("CIA") of shipment. Collins does not ship on a "Cash on Delivery" ("COD") basis. Purchase Orders on CIA or credit hold status are subject to standard lead times beginning once payment is made or once the account is reconciled.
- B. Collins may change Customer's payment terms if there is an adverse change in the financial condition of Customer or repeated non-compliance with terms herein, to assess late payment charges on accounts which are not timely paid, and to collect reimbursement from Customer for legal and collection agency fees incurred to collect unpaid invoices. If any non-disputed portion of an invoice is delinquent by more than thirty (30) days, Collins may suspend shipments Product(s) until Customer's outstanding invoice balances are paid in full. The above rights and remedies are cumulative and in addition to all other rights and remedies available at law or in equity.
- C. Any invoice submitted by Collins is final unless Customer has notified Collins in writing (a "Notice of Disagreement") within thirty (30) calendar days of the invoice date or of discovering incorrect billings, but no

later than one hundred and eighty (180) calendar days from the date of billing, of a disagreement with respect to all or a portion of any invoice. Such Notice of Disagreement shall specify the dollar amount of the disagreement (the "Disputed Amount") and identify in reasonable detail the basis for Customer's good faith determination that the invoice amount is incorrect. Customer shall pay when due all amounts other than Disputed Amounts as to which the Notice of Disagreement has been received by Collins within thirty (30) calendar days of the invoice date.

- D. For credit related questions contact:  
Financial Shared Services  
Email: grcredit@collins.com

### 13. Lead Times

- A. Lead times are posted in the then Current Catalog and are provided for logistic planning purposes and may be subject to change due to raw material availability, color sensitivity and/ or production availability. Current Catalog lead times may also be subject to reasonable quantities and prior sales. Please contact Collins CSR for specific Product lead times and availability of out-of-production Products.
- B. Lead times, noted in Days, are consistent with ATA inventory policies as defined in the World Airline Suppliers Guide. Collins maintains reasonable shelf stock quantities for these items based on normal airline overhaul/maintenance requirements, past order history, and current forecasts. Requests in excess of these historical values and items not listed in this catalog will require specific delivery schedules.
- C. Collins's published and quoted lead times begin after Acceptance of Order (ACO) and end when the material is shipped from Collins's facility. Transportation time is not included in Collins's lead time provisions.
- D. Unusual Requirements (Including Provisioning)  
This category applies to initial provisioning of units for new aircraft, retrofit, and newly acquired used aircraft and any increase in units required as a change in operations. Lead times for the provisioning units and unusual requirements outside of normal maintenance quantities are twelve (12) months ARO.

### 14. Cancellation

- A. Except as provided herein, no Proposal or Purchase Order which has been accepted by Collins may be cancelled or rescheduled by the Customer without prior written agreement by both Parties. Should Collins agree to cancel or reschedule the Purchase Order, Customer will be liable for any costs and loss of profits incurred by Collins, at a minimum charge of \$250 or 15% of list price (whichever is greater), and up to a maximum of 100% of the Purchase Order value. Such costs will be paid by the Customer as liquidated damages and not as a penalty. Collins will attempt to find alternative uses whenever possible for products or materials rendered excess by a Customer's termination, limiting the Customer's liability to those costs which cannot otherwise be recovered. Furthermore remedies in this provision are not exclusive and are in addition to any other rights or remedies the Seller may have at law or in equity.
- B. Stock Products returned to Collins at the request of the Customer, for reasons other than warranty, configuration, or shipping error, are subject to prior approval by Collins and inspection upon receipt at Collins. Upon return agreement, a minimum restocking fee of \$500 or 10% of list price (whichever is greater) will be applied prior to the return of Products through a Collins authorized and issued Return Material Authorization ("RMA").

### 15. Excusable Delay

- A. Collins shall not be in default by reason of any failure in performance of any order if such failure arises out of causes beyond the control of and without the fault or negligence of Collins including but not restricted to:
- i. (i) an act of God, act of Government, fire, floods, epidemics, quarantine restrictions, strikes, freight embargo, unusually severe weather, riot, war, acts of terrorism or any other event which constitutes a superior force; (ii) interferes with the performance of Collins' obligations; and (iii) the effects of which could not reasonably have been avoided by Collins.
- ii. In addition to the events described in paragraph (A), a delay caused by the default of a subcontractor of Collins shall constitute an Excusable Delay if the event causing the default of such subcontractor is an event which meets the criteria set out in paragraph (A) and such delay has not been caused by Collins, unless the subcontracted supplies or services were obtainable at reasonable prices on commercially reasonable terms from other sources in sufficient time for Collins to meet the required delivery schedule.

- B. In the event of an Excusable Delay, any affected delivery date shall be postponed for such period as is reasonably necessary to offset the effects of the Excusable Delay. No adjustment will be made to price under any order; adjustment to the delivery schedule is the exclusive remedy of Collins for an Excusable Delay.

16. Compliance with Export Statutes and Regulations

If the spare Parts are intended for export or re-export outside the United States, the following additional provision shall apply:

- A. In performing the obligations of this contract, both Parties will comply with United States export control and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology, or technical data ("Items") or services, including without limitation the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), Foreign Assets Control Regulations (as administered and enforced by the Treasury Department's Office of Foreign Assets Control), U.S. Customs Regulations, Foreign Trade Statistics Regulations (U.S. Census Bureau) and Bureau of Alcohol, Tobacco, Firearms and Explosives Regulations (U.S. Justice Dept.) (collectively, "Export Control Laws and Regulations"). Customer agrees that it will take measures to ensure that any goods or technical data received from Collins are not modified for or diverted for any use contrary to United States law, including any military application.
- B. The Party conducting the export shall be responsible for obtaining the required authorizations for the applicable export, although Collins shall have the sole authority to make or have made any required submissions to the United States Customs Bureau to the extent that it is the U.S. Principal Party in Interest in the export. The Party conducting the re-export/re-transfer shall be responsible for obtaining the required authorizations. Each Party shall reasonably cooperate and exercise reasonable efforts to support the other Party in obtaining the necessary licenses or authorizations required to perform its obligations under any order. Neither Party guarantees the issuance or continuation in effect of such authorizations and shall have no liability in such event. If the relevant goods or technical data are subject to a license or other governmental approval specifically identifying Customer as the end-user thereof, Customer will not, directly or indirectly, export, re-export, transfer or re-transfer such goods or technical data received from Collins to any destination without Collins' prior written approval unless specifically permitted pursuant to such license or approval. Customer shall indemnify and hold harmless Collins from any and all liability or other consequences arising as a result of a breach of clauses (A) or (B).
- C. The Party providing any Items in connection with any order shall, upon request, notify the other Party of the Items' Export Control Classification Numbers ("ECCNs") as well as the ECCNs of any components or parts thereof if they are different from the ECCN of the Item at issue. Customer shall be responsible for complying with all applicable export laws, including U.S. laws governing the export, re-export, transfer and re-transfer of U.S. origin items.
- D. Items received in Violation of Export Laws: in the event that Collins receives an Item from Customer that, whether or not through Customer's fault, is in non-compliance with economic trade sanctions, International Traffic in Arms Regulations (ITAR) or U.S. Export Administration Regulations (EAR), Collins reserves the right to retain possession of such property ("quarantine"). Collins shall have no responsibility or liability for, and Customer shall indemnify and hold Collins harmless against, any losses, claims, or damages incurred by Customer or any third party resulting from Collins' quarantine of such unit.
- E. For shipments of Parts that are deemed "routed export transactions," as that term is defined under the U.S. Foreign Trade Regulations (15 C.F.R. § 30.1) ("FTR"), Collins is the U.S. Principal Party in Interest ("USPPI") and Customer is the Foreign Principal Party in Interest ("FPPI") as defined by the FTR.
  - a. Pursuant to 15 C.F.R. §30.3(e), Customer authorizes Collins to act as Customer's true and lawful agent for purposes of preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES") in accordance with the laws and regulations of the United States, providing the Part (A) ships directly from a Collins' facility in the United States to Customer's facility outside the United States, and (B) requires Collins utilize Customer's account number to pay for all associated shipping / export costs, and (C) ships via DHL Express, FedEx Express, or UPS Worldwide Express.
  - b. Pursuant to 15 C.F.R. §30.3(e), if Customer authorizes its Freight Forwarder, Customer shall notify selected Freight Forwarder of its' obligation to act as Customer's true and lawful agent for purposes of preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES"). In accordance with the laws and regulations of the United States, Collins will provide Customer's selected Freight Forwarder with the information required by 15 CFR § 30.3(e)(1) for preparing and filing Electronic Export Information ("EEI") in the Automated Export System ("AES").

## 17. Anti-Corruption Compliance

- A. Customer acknowledges that Collins conducts its business according to the highest ethical standards, seeks to avoid even the appearance of impropriety, and insists that its customers conduct their business in a similar manner. Customer further acknowledges that its compliance with this Section 17 independently provides material consideration for the Company to enter into this Agreement such that breach of this Section 17 will provide cause for immediate termination of this Agreement.
- B. Customer represents, warrants, and undertakes, as appropriate, that:
  - a. This Agreement and the relationship created hereby and Customer's activities hereunder do not and will not violate any laws related to bribery and/or corruption, including but not limited to the U.S. Foreign Corrupt Practices Act, the U.K. Bribery Act, or other similar legislation applicable to Customer, or put Collins in breach of any such laws, and further warrants that Customer will duly observe at all times throughout the period of this Agreement all applicable laws and the terms of this Agreement.
  - b. Neither Customer nor Customer's officers, directors, employees, or agents have made, or will offer to make any loan, gift, donation or other payment of anything of value, directly or indirectly, whether in cash or in kind, to or for the benefit of any officer or employee of a government agency, department, instrumentality, government-owned company, or public international organization, political candidate, political party or official thereof, or anyone acting in an official capacity for any of the foregoing (collectively, "Government Officials"), for purposes of influencing any act or decision by such person in his official capacity, inducing him to use his influence to affect, either by action or inaction, any act or decision of such government or securing any improper advantage to obtain or retain business.
  - c. Collins shall have no responsibility or liability for, and Customer shall indemnify and hold Collins harmless against, any losses, claims, or damages incurred by Collins, Customer or any third party resulting from any breach of this Section 17 by Customer.

## 18. Governing Law

The laws of the State of New York (without giving effect to its conflicts of law principles) govern all matters arising out of or relating to these Terms, including, without limitation, its interpretation, construction, performance, and enforcement. The United Nations Convention on Contracts for the International Sale of Goods, 1980, and any successor thereto, shall not apply.

## 19. Dispute Resolution

- A. For Customers domiciled within the United States:
  - i. Any legal action or proceeding arising out of or relating to these Terms or the transactions contemplated hereby shall be brought in the United States District Court for Connecticut or any court of the State of Connecticut and the Parties irrevocably consent to personal and exclusive jurisdiction and forum of, and agree to be bound by any judgment and orders rendered by, such courts.
- B. For Customers domiciled outside the United States:
  - i. Any dispute arising out of or relating to these Terms, including the breach, termination or validity thereof, shall be finally resolved by arbitration. The arbitration shall be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration Rules before a single arbitrator acceptable to both Parties. The place of arbitration shall be New York.
  - ii. The language of the arbitration shall be English. Any award shall be payable in the currency of the order.
  - iii. Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under these Terms, seek from any court of competent jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the arbitrator's determination of the merits of the controversy.
  - iv. If any dispute, or response to any dispute, includes an allegation that potentially concerns whether any intellectual property right owned, controlled, or licensable by either Party is invalid, unenforceable or infringed or misappropriated, or is otherwise limited in scope or application, then either Party may, in its sole discretion, elect to have such dispute adjudicated before a court of competent jurisdiction and this

clause shall not be binding on either Party with respect to such dispute in its entirety or any related dispute, including any portions of such dispute that do not concern intellectual property rights.

## 20. Limitation Of Liability

COLLINS' LIABILITY FOR ANY LOSS OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY AGREEMENT, ORDER, OR OTHER TRANSACTION GOVERNED BY THESE TERMS AND CONDITIONS IS LIMITED TO THE CATALOGUE SALES PRICE OF THE PART GIVING RISE TO THE CLAIM. IN NO EVENT SHALL COLLINS BE LIABLE FOR ANY OBLIGATION OR LIABILITY FOR SPECIAL DAMAGES, CONSEQUENTIAL DAMAGES, OR INCIDENTAL DAMAGES, EXEMPLARY DAMAGES, LOSS OF PROFITS, LOSS OF REVENUES, OR LOSS OF USE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THESE LIMITATIONS AND EXCLUSIONS WILL APPLY REGARDLESS OF WHETHER LIABILITY ARISES FROM BREACH OF CONTRACT, TORT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE), BY OPERATION OF LAW, OR OTHERWISE.

If Customer is supplying Collins' Product(s) to a third party, Customer shall require the third party to agree to be bound by this Section 20. If Customer does not obtain these Terms for Collins' benefit, Customer shall indemnify, defend, and hold Collins harmless from and against all claims made by the third party in excess of the limitations and exclusions contained in this Section 20.

## 21. Warranty

- A. Seller warrants that the Goods furnished under this agreement will, at the time of delivery, be free from defects in material and workmanship, and will conform substantially to the specifications, if any. The warranty period shall be thirty six months (36) for new Rescue Hoist Systems or new individual Hoists and twelve (12) months on Winches, Spares, Cables, repairs and overhauls, or remainder of warranty, whichever is greater, from the date of shipment by Seller. Seller's obligation under this warranty is limited to, at Seller's option, repairing or replacing any Goods which fail to conform to the foregoing warranty. Seller's liability is conditioned upon Buyer giving written notice to Seller of any defect covered by this warranty within thirty (30) calendar days of the appearance of such defect but in no event later than one year from the date of delivery of the Goods to Buyer. Seller's obligation hereunder is further conditioned upon return of the defective Goods to Seller within such period. Buyer is responsible for transportation costs, including taxes, duties or license as applicable, to return unit to Seller with a RMA. Seller is responsible for transportation costs for the return shipment to Buyer. International shipments of Goods shall be delivered FCA, Seller's premises (FCA, Incoterms® 2020). Domestic shipments of Goods shall be EXW, Seller's premises (EXW, Incoterms® 2020).
- B. **Warranty Exclusions**  
Seller's warranty does not extend to any Goods which i) have been subjected to misuse, neglect, accident, improper, unintended or non-conforming installations; or ii) are used for purposes not included or not in accordance with Seller's prescribed operational maintenance procedures and instructions; or iii) which have been repaired or altered by Buyer or persons other than Seller (except as otherwise authorized by Seller) using practices that do not conform with Seller's prescribed maintenance and repair procedures; or iv) which have been damaged by secondary causes which are inconsistent with applicable product specifications, including but not limited to, improper voltages, adverse or extreme environmental conditions, improper signals, or products which have had their serial number or any part thereof altered, defaced, or removed.
- C. **Repair and Warranty Process**
- i. Contact the Customer Account Management Team at [hoistwinchcs@collins.com](mailto:hoistwinchcs@collins.com) for information on how to seek repair and warranty claim services from the OE factory.
  - ii. The minimum fee for test/inspection and evaluation associated with non-warranty repairs shall be the then current catalog price.

## 22. Indemnity for Patent and Copyright Infringement

- A. Collins shall defend or at its option settle any claim, suit or proceeding ("Claims") brought against Customer based on an allegation that the Parts provided by Collins under any order directly infringe a valid United States patent or copyright, and Collins shall indemnify Customer against any direct loss, damage or liability incurred by Customer as a result of such Claim, provided that Customer: (i) promptly notifies Collins in writing of the Claim; and (ii) provides exclusive authority and reasonably information and assistance to Collins for the defense and/or settlement thereof.



- B. In the event of a final adjudication by a court of competent jurisdiction that the Parts infringe such patent or copyright, and the use or sale thereof is enjoined (or in Collins' reasonable opinion, the use or sale is likely to be enjoined), Collins shall, at its option, either: (i) obtain for Customer the right to continue using the allegedly infringing Part(s); (ii) replace the Part(s) with non-infringing Part(s); (iii) modify the Part(s) so they become non-infringing; or (iv) refund to Customer a pro-rata portion of the purchase price for the Part(s).
- C. Collins has no liability for any Claim based upon: (i) infringement by Part(s) provided according to a design, specification, or instruction provided or requested by Customer; (ii) infringement based upon the combination, operation or use of the Part(s) with other products not supplied by Collins, wherein the infringement would not have occurred but for such combination, operation or use; or (iii) infringement resulting from changes made to the Part(s) without Collins' prior written consent.
- D. THIS CLAUSE STATES THE PARTIES' ENTIRE LIABILITY, SOLE RECOURSE AND THEIR EXCLUSIVE REMEDIES WITH RESPECT TO CLAIMS INVOLVING INTELLECTUAL PROPERTY INFRINGEMENT. ALL OTHER WARRANTIES AGAINST INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, STATUTORY, EXPRESS OR IMPLIED ARE HEREBY DISCLAIMED.

23. Confidential Information and Publicity

The information contained in these Terms and any goods, services, technical data, or other information furnished hereunder are commercial in nature and considered proprietary and business-sensitive to Collins ("Confidential Information"). Customer shall preserve and protect Confidential Information using the same degree of care it uses to protect its own confidential information but in no event less than a reasonable degree of care. Customer shall not disclose Confidential Information to any third party without Collins' written consent. Customer shall disclose such information to its employees who have a need to know in connection with fulfilling Customer's obligations under these Terms. Customer shall ensure its employees are aware of and subject to the confidentiality obligations contained in this Section.

- A. Customer may make only that number of copies of Confidential Information as are necessary to fulfill its obligations under these Terms. All copies made shall reproduce any and all restrictive legends on the original.
- B. Unless otherwise agreed in writing between the Parties, Customer shall not use or disclose Confidential Information, in whole or in part, to: (i) to manufacture itself or to enable the manufacture by any third party of any spare Part, products similar thereto, or products derived therefrom; (ii) decompile, disassemble, decode, reproduce, redesign, or reverse engineer any spare Part or any components thereof (including software and other electronic files); (iii) design a new product that is similar or identical to a spare Part; (iv) compare a spare Part design with another product design; (v) obtain Parts Manufacturing Approval ("PMA") from the FAA or any foreign equivalent to the FAA on a product that competes in any way with a spare Part; (vi) obtain any approval (including approval from a Designated Engineering Representative ("DER") or foreign equivalent, or other government agency) to manufacture any product or perform any services, including maintenance, repair or overhaul services.
- C. Nothing in these Terms or in any Order grants or confers any rights to Customer in any Collins invention, patent, copyright, trademark, mask work, know-how or trade secret.
- D. Customer shall promptly notify Collins if faced with any legal action or a request made under U.S. or foreign government agency, law or regulation to disclose any Confidential Information to a third party. Customer shall cooperate in all reasonable respects with Collins to contest the disclosure of such Confidential Information, or obtain a protective order or other remedy.
- E. As directed by Collins, Customer shall, within thirty (30) calendar days after the termination or expiration of these Terms, (a) return to Collins all Confidential Information, including all copies, or (b) destroy all Confidential Information and provide written confirmation of such destruction to Collins.
- F. These Terms do not confer any right to use any name, trademark or other designation of either Party in any advertising, publicity or marketing activities. Neither Party will issue press releases, advertising, sales promotions or other publicity documents or information referring to the other Party, without the prior written consent of the other Party.

24. Intellectual Property Rights

- A. "Intellectual Property" shall include but is not limited to: all inventions, patents, software, copyrights, mask works, industrial property rights, trademarks, trade secrets, know-how, proprietary information and rights and information of a similar nature. Such information includes, without limitation, designs, processes, drawings, prints, specifications, reports, data, technical information, and instructions. "Background Intellectual

Property" shall mean all Intellectual Property other than Foreground Intellectual Property. "Foreground Intellectual Property" shall mean all Intellectual Property and tangible work product conceived, created, acquired, or first reduced to practice in connection with these Terms.

- B. Each Party retains its existing rights in Background Intellectual Property. Unless expressly stated otherwise in these Terms, Collins shall own all Foreground Intellectual Property. For the avoidance of doubt non-recurring charges (NRC) paid by Customer does not change the ownership of the Intellectual Property stated herein.
- C. The Product(s) are based on technology developed solely by Collins, and Collins retains ownership of all Intellectual Property rights in its Product(s). No rights, title, interest or licenses in Collins' Intellectual Property are granted to Customer under these Terms. Customer shall not use Collins's Intellectual Property for any purpose not authorized by these Terms, including, without limitation, to design, manufacture, repair or overhaul products, or parts therefor, to reverse engineer such products or parts, to compare such products or parts to those other than Collins, or to design products or parts similar to Collins's or to obtain FAA Parts Manufacturer Approval or other governmental approval to manufacture such products or parts, without Collins's express prior written consent.
- D. Copyright. Collins electronic firmware assemblies contain computer programs which are protected by the intellectual property laws such as but not limited to copyright. Except as expressly stated herein, all rights in and to such intellectual property are reserved within the United States of America and other countries. Such computer programs may not be reproduced, in whole or in part, in any form, without prior written authorization from Seller. Collins warranties shall not apply to any unauthorized copies and any unauthorized copying shall free Collins from all liabilities from use of the unauthorized copies.
- E. Software License. All computer software provided to Customer under these Standard Terms and Conditions is Collins's intellectual property, such as but not limited to copyright or a work of authorship. The software is not sold but licensed and therefore Collins grants to Customer, and Customer hereby accepts a limited, nonexclusive, non-transferable non-assignable license to use the software provided hereunder i) in the course of the normal operation in or with Collins goods which are installed, or are intended to be installed, on aircraft, ii) in the analysis or the formatting of reports using data from such Collins products, or iii) on goods that are used to test, maintain, download or process information compiled by Collins goods. Making copies of software is strictly prohibited. The software may not be sub-licensed, transferred or loaned to any other party, except that Customer may transfer the software in conjunction with the resale of any equipment in which the software is installed or with which it is used. Customer may not, either itself or with the assistance of others, make modifications to the software, reverse engineering the software or perform any operation on software to recover any portion of the program listing, object code or source code or any information contained therein. This software license is effective as of the date of first delivery hereunder and shall continue until terminated by Customer upon thirty (30) days prior written notice to Collins, provided Customer ceases using and either returns or destroys Collins software: or, by Collins if Customer does not comply with any of the terms and conditions of this software license and Customer fails to remedy such failure within thirty (30) days after having received notice from Collins of such failure.

25. Anti-Boycott Compliance

Collins complies with all U.S. laws directed against foreign restrictive trade practices or boycotts as embodied in the Export Administration Act of 1979 (as amended), the Tax Reform Act of 1976 and all regulations and guidelines issued hereunder. Accordingly, to the extent that any Customer orders or other documents contain prohibited provisions, Collins takes specific exception and objects to these provisions which are not in compliance with the referenced laws and regulations.

26. Government Regulations

Collins's performance is subject to all applicable U.S. Government laws and regulations and the Government laws and regulations of the place of manufacture and/or point of distribution. Nothing set forth herein or in any resulting purchase order shall require any performance on the part of Collins which cannot be lawfully done pursuant to said laws and regulations.

27. Privacy

Customer shall comply with all applicable national, federal, state, provincial, and local laws, ordinances, rules, and regulations applicable to the Parties' performance under these Terms.

- a. Privacy. The Products and/or services being provided may result in the collection of Personal Information. Both Parties will comply with applicable data privacy laws as they pertain to personal information processed in connection with activity under these Terms.
- b. "Personal Information" shall mean information and data exchanged under this agreement related to an identifiable natural person.

- c. Any Personal Information contained within Collins products or services shall be owned by Collins. Customer shall be the controller of the Personal Information prior to submission to Collins and shall be responsible for all obligations relating to that data, including without limitation providing notice or obtaining consent as may be required by law.
- d. With respect to any Personal Information provided by Customer to Collins, Customer warrants that it has the legal right to share such Personal Information with Collins.
- e. "Controller" shall mean the party that determines the purposes and means of processing Personal Information.
- f. "Processing" of Personal Information shall mean the operation or set of operations whether automated or not, performed on Personal Information such as collecting, recording, organizing, structuring, storing, adapting, altering, retrieving, consulting, using, disclosing, sharing or erasing.
- g. Once Customer has provided Personal Information to Collins, Customer and Collins shall become co-Controllers.
- h. Collins may share Personal Information with service providers in accordance with applicable data privacy laws. Collins may store Personal Information provided by Customer on servers located and accessible globally by UTC entities and their services providers.

The Parties agree to cooperate and to take reasonable commercial and legal steps to protect Personal Information against undue disclosure. In this regard each Party shall notify the other in the event of a data breach, which shall include the actual or unauthorized access to or possession of, or the loss or destruction of, Personal Information, whether intentional or accidental. The Party whose system was compromised in the data breach incident shall be responsible for any notifications and associated costs. Should either Party receive in any form, (i) a complaint or allegation indicating a violation of applicable data privacy law, (ii) a request seeking access to correct or delete Personal Information or (iii) an inquiry or complaint related to the processing of personal information, said Party shall take reasonable commercial steps to immediately notify the other Party.

28. Insolvency

To the extent permitted by law, either Party may immediately terminate these Terms upon prior written notice to the other Party in the event of (i) an assignment for the benefit of creditors by the other Party or the voluntary appointment (at the request of the other Party or with the consent of the other Party) of a receiver, custodian, liquidator or trust in bankruptcy of the other Party's property or the filing by the other Party of a petition in liquidator or trust in bankruptcy or other similar proceeding under any law for relief of debtors, or the involuntary appointment of a receiver, custodian, liquidator or trustee in bankruptcy of the other Party's property, where such petition or appointment is not vacated or discharged within sixty (60) days after the filing or making thereof. Collins has the right to demand adequate assurance from Customer of Customer's ability to pay for goods and/or services purchased. In the event Customer is unable to or unwilling to provide such adequate assurance, Collins may suspend or terminate operations hereunder. Collins's right to adequate assurance from Customer shall not be affected by Customer's filing for bankruptcy, rehabilitation, insolvency, receivership, reorganization, dissolution, liquidation, trusteeship or similar proceeding.

29. Language

These Terms are formulated in the English language. All communications, notices and documentation regarding the execution of these Terms shall be in English.

30. Headings: Rules of Interpretation and Construction

The headings, subheadings and numbering of the different paragraphs of the terms of these Terms are inserted for convenience of reference only and are not to be taken as part of these Terms, or to control or affect the meaning, construction or interpretation of these Terms. Words importing the singular shall include the plural and vice versa. The masculine, feminine, and neuter genders will each be considered to include the other.

31. Severability

If any provision of these Terms is determined to be illegal, invalid, or unenforceable by an arbitrator or court of competent jurisdiction, then the validity and enforceability of the remaining provisions shall not be affected and, in lieu of such illegal, invalid, or unenforceable provision, the Parties shall add one or more provisions as similar in substance as may be legal, valid and enforceable under applicable law.

32. Survivability

All rights, obligations, and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of a Purchase Order, including but not limited to Limitations of Liability, Warranties, Payment, and Confidentiality, survive the expiration or termination of such order or Agreement.

33. Modifications

Any proposed modification will be evidenced by a written work change request submitted by Customer and must be agreed to in writing by Collins. If, in Collins's discretion, the proposed modifications would cause a material increase or decrease in the cost of, or the time required for the performance of, any part of the work in this

purchase order, Collins shall be entitled to an equitable adjustment in the purchase price or delivery schedule or both. The change will become effective, and Collins will commence performance, after the Parties have agreed in writing upon any equitable adjustments applicable to the modifications, and the purchase order shall be deemed to be modified to include the modifications. Unless otherwise agreed in writing, upon performance of the change order, Collins will be entitled to invoice Customer for the costs of the change, even if Collins agreed to proceed with the change prior to such written agreement.

34. No Third Party Beneficiaries

These Terms are for the exclusive benefit of the Parties and not for the benefit of any other person or entity. There are no third party beneficiaries of these Terms or the transactions contemplated hereby.

35. Relationship of the Parties

Neither Party is a partner, agent or, legal representative of the other Party and no fiduciary relationship between the Parties is created by this Agreement. Collins is an independent contractor in the performance of this Agreement and each Party retains authority to manage its personnel, workers, subcontractors and operations required for performance of its obligations hereunder.

36. Attorney's Fees

If Collins brings an action or asserts a counterclaim for enforcement of the terms and conditions of any Purchase Order, Customer agrees that Collins shall be entitled to an award of its reasonable attorney fees and court costs associated with such enforcement or any counterclaim proceeding

37. No Waiver

Failure of any Party to enforce at any time any of the provisions of these Terms or to exercise any option herein provided, or to require at any time performance by the other Party of any of the provisions hereof, shall not be construed to be a continuing waiver of any provisions nor in any way to affect the validity of these Terms or any part thereof, or the right of either Party to take any action in the future to enforce any provision hereunder.

38. Assignment

Neither Party may assign its rights or obligations under these Terms without the prior written consent of the other Party, except that Seller may, without the prior consent of Customer, assign proceeds due or to become due under these Terms. Any assignment or delegation, or any purported assignment or delegation, in violation of this Clause, is void.

39. Entire Agreement

These terms constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous forms, agreements, communications, representations, either verbal or written, between the Parties, which are expressly merged into these Terms. The provisions of these Terms may not be explained, supplemented, or qualified through evidence of trade usage or prior course of dealings. There are no conditions precedent to the effectiveness of these Terms other than those expressly stated herein. These terms and shall only be amended or modified by a written instrument duly executed by an authorized representative of each Party.

40. Customer Support

Collins provides twenty four (24) hour customer support. Aircraft tail number, hoist model, and hoist serial number must be provided when calling for support. Expedite fees may apply. Collins may assess additional surcharges in the event of stock misuse.

Collins Aerospace Customer Response Center  
United States and International: +1-877-808-7575  
Email: [CRC@collins.com](mailto:CRC@collins.com)  
Website: [www.collinsaerospace.com](http://www.collinsaerospace.com)