

Bell Helicopter TEXTRON Canada Limited
STANDARD PURCHASE ORDER FIXED PRICE TERMS AND CONDITIONS

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CLAUSE 1 - DEFINITIONS

The following definitions apply unless otherwise specifically stated:

"Article(s)":	Good(s) and service(s) described in this Order;
"Buyer":	The legal entity issuing this Order, Bell Helicopter Textron Canada Limited ("BHTCL");
"Manufacturing Materials":	Supplies, materials, samples, tooling, dies, jigs, fixtures, plans, designs, specifications, software, drawings, technical information, and contract rights;
"Order":	Purchase Order, Change Order, Subcontract, or Contract for the Articles;
"Seller":	Person or Company providing the Articles.

CLAUSE 2 - ORDERS/CHANGE ORDERS

These Terms and Conditions shall be part of each Order Buyer may issue to Seller. Each Order shall contain a description of the Articles and identify the specifications, drawings, quantities, prices, delivery schedule, terms, and place of delivery. EACH SUCH ORDER OR CHANGE TO SUCH ORDER MUST BE SIGNED (OR AUTHENTICATED IF THIS IS AN ELECTRONIC ORDER) BY BUYER'S AUTHORIZED PROCUREMENT REPRESENTATIVE TO BE VALID.

CLAUSE 3 - AGREEMENT ACCEPTANCE/ MODIFICATIONS

An Order is Buyer's offer to Seller and acceptance is expressly limited to its terms without additions, deletions, or other modifications. Seller's commencement of performance, delivery of any Articles or

acknowledgement of this Order shall conclusively evidence such acceptance.

NO CHANGE OR MODIFICATION TO THIS ORDER (INCLUDING ANY ADDITIONAL OR DIFFERENT TERMS IN SELLER'S ACCEPTANCE) SHALL BE BINDING ON BUYER UNLESS SIGNED (OR AUTHENTICATED IF THIS IS AN ELECTRONIC ORDER) BY BUYER'S AUTHORIZED PROCUREMENT REPRESENTATIVE.

CLAUSE 4 - CHANGES

- (A) Buyer may by written notice make changes within the general scope of this Order in any one or more of the following:
 - (i) drawings, designs or specifications;
 - (ii) method of shipment or packaging;
 - (iii) place of inspection, delivery or acceptance;
 - (iv) amount of Buyer-furnished Manufacturing Materials;
 - (v) quantity.
- (B) Seller shall proceed immediately to perform this Order as changed. If any such change causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work in this Order, except as otherwise provided for in paragraph (C) below, Buyer and Seller will agree upon an equitable adjustment in the purchase price or delivery schedule or both. To qualify for adjustment consideration, any notice of intent by Seller to file a claim under this clause must be asserted within twenty-one (21) calendar days from the date of receipt by Seller of such written notice of change. Seller shall proceed with the change pending resolution of any claim for adjustment. Buyer may act upon any such claim at any time prior to final payment under this Order.

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- (C) Notwithstanding paragraphs (A) and (B) above, Buyer may make changes to this Order's delivery schedule without cost impact, provided that:
- (i) Buyer provides a minimum four (4) weeks notice to Seller for any delivery schedule acceleration;
 - (ii) Buyer provides a minimum four (4) weeks notice to Seller for any delivery schedule deceleration; and
 - (iii) prices for rescheduled Articles will be those in effect at the time of the delivery.
- (D) Seller shall, at no cost to Buyer, use best effort to support any changes required by Buyer within the four (4) week notice period. Buyer will not hold Seller liable if the Articles are not delivered per the best effort delivery commitments.
- (E) Nothing in this clause shall excuse Seller from proceeding with this Order as changed.

CLAUSE 5 - STOP WORK

- (A) When directed by written notice from Buyer, Seller shall immediately stop all or part of the work relating to this Order to the extent specified in the notice for a period of up to one hundred-eighty (180) calendar days or longer if extended by mutual agreement.
- (B) If a Stop Work notice is cancelled or the period of the Stop Work notice, or any agreed extension thereof expires, Seller shall resume work and Buyer and Seller will agree upon a reasonable adjustment in the delivery schedule. In no event shall such adjustment exceed the period of time during which the Stop Work notice was in effect. Except as otherwise provided herein, no adjustment in the total Order price will be incurred by issuance of a Stop Work notice.

CLAUSE 6 - TERMINATION FOR CONVENIENCE

- (A) Notwithstanding any other provisions of this Order, the Buyer may by written notice terminate for its convenience the whole or any part of this Order. Upon receipt of such notice, the Seller shall immediately cease work, including but not limited to the manufacture and procurement of materials for the fulfilment of the terminated portion of this Order.
- (B) In the event of termination pursuant to paragraph (A) above, Buyer and Seller will agree upon an adjustment of the Order price, provided that:
- (i) such adjustment shall not exceed the Order total price;
 - (ii) except as otherwise provided herein, no amount will be allowed for profit on the terminated portion of this Order, regardless of whether the work on the terminated portion has been performed;
 - (iii) except as otherwise provided herein, in the event of a partial termination no adjustment will be made on the price of the remaining portion of this Order, i.e., that portion which has not been terminated;
 - (iv) the Buyer shall pay the Order price for completed Articles delivered and accepted pursuant to paragraph (C) below;
 - (v) the Seller and Buyer shall agree on the amount of payment for Manufacturing Materials delivered and accepted pursuant to paragraph (C) below;

- (vi) Seller's written intent to file a claim for adjustment is received within twenty-one (21) calendar days from the effective date of termination;
 - (vii) Seller's final claim is received within ninety (90) calendar days from the date that intent to claim is filed. Seller shall have no other remedies after this period; and
 - (viii) the Seller shall continue the work not terminated. Failure to agree will be a dispute under the Disputes clause 23.
- (C) If this Order is terminated pursuant to paragraph (A) above, the Buyer may require the Seller to transfer the title and deliver as directed by the Buyer, any (i) completed Articles, and (ii) Manufacturing Materials that the Seller and its subcontractors have specifically produced or acquired for the portion of this Order subject to notice of Termination for Convenience. Upon direction of the Buyer, the Seller shall also protect and preserve property in its possession in which Buyer has an interest.

CLAUSE 7 - TERMINATION FOR DEFAULT

- (A) If the Seller is in default in carrying out any of its obligations under this Order, the Buyer shall, prior to termination of the whole or part of this Order, give the Seller notice of such default. The Seller shall have ten (10) calendar days (or more if authorized in writing from the Buyer) from the date of receipt of such notice in which to cure the default or to satisfy the Buyer that such default shall be cured within a period of time acceptable to the Buyer. Upon failure to cure the default, Buyer may give the Seller written notice of Termination for Default.
- (B) Where the Seller becomes bankrupt or insolvent, makes an assignment for the benefit of creditors, or takes the benefit of any statute relating to bankrupt or insolvent debtors, or where a receiver is appointed under a debt instrument or a receiving order is made against the Seller, or an order is made or a resolution passed for the winding up of the Seller, the Buyer may, upon giving written notice to the Seller, immediately terminate for default the whole or any part of this Order.
- (C) Upon the giving of a notice provided for in paragraph (A) or (B), the Seller shall have no claim for further payment other than as provided in this Clause, but shall be liable to the Buyer for all direct losses and direct damages which may be suffered by the Buyer by reason of the default, including any increase in the costs incurred by the Buyer in procuring the Articles from another source. Nothing in this Clause affects any obligation of the Buyer under the law to mitigate damages and Seller shall proceed with the portion of this Order not terminated under the provisions of this clause.
- (D) If this Order is terminated for default, the Buyer may require the Seller to transfer the title and deliver, as directed by the Buyer any (i) completed Articles, and (ii) Manufacturing Materials that the Seller and its subcontractors have specifically produced or acquired for the portion of this Order subject to notice of Termination for Default. Upon direction of the Buyer, the Seller shall also protect and preserve property in its possession in which the Buyer has an interest.

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- (E) Upon receipt of a notice provided for in paragraph (A) or (B), the Seller shall have no claim for further payment other than as provided in this clause. The Buyer shall pay the Order price for completed Articles delivered and accepted. The Seller and Buyer shall agree on the amount of payment for Manufacturing Materials delivered and accepted. Failure to agree will be a dispute under the Disputes clause 23. The Buyer may withhold from these amounts any sum the Buyer determines to be necessary to protect the Buyer against loss because of outstanding liens or claims of former lien holders and Buyer's estimate of excess re-procurement costs due Buyer.
- (F) If, after termination, it is determined that the Seller was not in default, or that the default was excusable, as defined in the Excusable Delay clause 8, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Buyer and the provisions of the Termination for Convenience clause 6, will apply.
- (G) The rights and remedies of the Buyer in this clause or in any other clause of this Order are in addition to any other rights and remedies provided to Buyer by the law or under these Terms and Conditions.

CLAUSE 8 - EXCUSABLE DELAY

- (A) A delay in the performance by the Seller of any obligations under this Order which is caused by an event which:
 - (i) is an act of God, act of government, fire, riot, war, or any other event which constitutes a superior force and is beyond the reasonable control of the Seller, and without any fault on the part of the Seller; and
 - (ii) interferes with the performance of Seller's obligations; and
 - (iii) the effects of which could not reasonably have been avoided by the Sellershall, subject to the provisions of this clause, constitute an Excusable Delay.
- (B) In addition to the events described in paragraph (A), a delay caused by the default of a subcontractor of the Seller 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 contributed to by the Seller, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Seller to meet the required delivery schedule.
- (C) Except as otherwise provided herein, the following shall not be considered as events beyond the reasonable control of the Seller:
 - (i) lack of financial resources of the Seller or its subcontractors;
 - (ii) any labour disturbances including strikes/lock-outs experienced by the Seller or its subcontractors; or
 - (iii) failure by Seller or its subcontractors arising from Year 2000 non compliance.
- (D) To claim an Excusable Delay, the Seller shall, by written notice to the Buyer, advise of the occurrence of an event that has resulted or is likely to result in an Excusable Delay and provide the Buyer with an acceptable "work-around" plan within ten (10) calendar days of such facts coming to the attention of Seller. The Buyer shall accept or reject such "work-around" plan in writing and, if accepted, the

Seller shall promptly implement such "work-around" plan at Seller's expense.

- (E) 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. In no event shall the delivery date be extended by a time period longer than the time period in which the Excusable Delay was in effect. No adjustment will be made to this Order price; adjustment to the delivery schedule is the exclusive remedy of the Seller in the case of an Excusable Delay.
- (F) Notwithstanding the above, after an Excusable Delay has continued for a period of thirty (30) calendar days in the aggregate the Buyer may, in the Buyer's absolute discretion, terminate this Order. In the event of such termination, the rights and obligations of Buyer and Seller shall be determined in accordance with the provisions of the Termination for Convenience clause 6 herein.

CLAUSE 9 - BUYER-FURNISHED MANUFACTURING MATERIALS

- (A) Except as otherwise provided herein, Seller shall not use, reproduce, or disclose for the benefit of any party other than Buyer, any Manufacturing Materials furnished by Buyer. Seller shall not use the Manufacturing Materials to produce or manufacture Articles, other than those required by this Order, without prior written authorization from Buyer.
- (B) Title to Manufacturing Materials furnished by Buyer shall be and remain with Buyer at all times. Seller shall bear the risk of loss, damage or destruction of the Manufacturing Materials furnished by Buyer and shall promptly replace or repair without expense to Buyer any of the Manufacturing Materials which are lost, damaged or destroyed, unless such loss, damage or destruction is solely and directly caused by Buyer's negligence.
- (C) Seller shall be responsible for care, maintenance, use and records of Buyer Furnished Manufacturing Materials. Physical inventories will be performed as required by Buyer.
- (D) All Buyer-furnished Manufacturing Materials, together with spoiled and surplus materials and Articles, shall be returned to Buyer upon termination or completion of this Order unless Buyer shall direct otherwise in writing. When Buyer approves Manufacturing Materials to be furnished to Seller's subcontractors for procurement of Articles by Seller for use in the performance of Buyer's Order, Seller shall insert the substance of this clause in its subcontracts.
- (E) Seller acknowledges that Buyer's Manufacturing Materials are unique and proprietary and that monetary damages will be inadequate to compensate Buyer for Seller's breach of this provision. The parties agree that, in addition to any other remedies available to Buyer under this Order, or at law or in equity, Buyer will be entitled to seek injunctive relief to enforce the terms of this clause.

CLAUSE 10 - QUALITY CONTROL/INSPECTION

- (A) Seller shall provide and maintain a Quality Control System in accordance with the version of ISO-9001 or AS/EN-9100 in effect as of the date of this Order, for quality systems that include Seller design requirements. Seller's system shall also be in compliance

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with the requirements of the Seller's civil airworthiness authority (Transport Canada, the Federal Aviation Administration (FAA), or Foreign Airworthiness Authority) and, as applicable, the Buyer's Quality Procurement Specification (QPS) referenced in this Order. Seller agrees to permit Buyer to review its procedures, practices, processes and related documents to determine such acceptability. This system acceptability requirement shall remain applicable to Seller in addition to any special quality assurance provisions, which may be incorporated elsewhere in this Order. Seller shall provide, at no charge to Buyer, appropriate facilities to allow the Buyer to perform quality control/inspection activities hereunder.

- (B) All Articles are subject to final inspection and acceptance by Buyer at destination, notwithstanding any payment or prior inspection at source. The final inspection will be made within a reasonable time, not to exceed ninety (90) calendar days after receipt of the Articles. Buyer shall notify Seller if any Articles delivered hereunder are rejected, and such Articles may be returned to Seller at Seller's risk and expense at Buyer's discretion. Seller's account will be debited the full price of the Article until such Article is replaced or repaired and returned to Buyer. Inspection and tests by Buyer do not relieve the Seller of responsibility for defects or other failures to meet this Order's requirements. Acceptance shall not be final with respect to latent defects, fraud, or gross mistakes amounting to fraud.
- (C) The Seller shall have an effective program for investigation, corrective action, and follow-up for rejections initiated by the Seller or Buyer. When the Buyer discovers discrepancies for which the Seller is responsible, the Buyer may forward a request for corrective action to the Seller for action and response. The Seller's response shall be returned to the Buyer within thirty (30) calendar days, and shall include the causes of the discrepancy(s), the positive corrective action(s) taken to prevent recurrence, and the corrective action effective point by unit serial number or date.
- (D) The Seller is responsible for complying with Quality System requirements noted herein and for meeting Quality performance expectations. Failure to comply with Quality System requirements or to achieve an acceptable Quality performance level may result in an on-site audit or additional source inspection oversight being initiated by Buyer, at Seller's expense. Buyer reserves the right to debit Seller accounts to compensate for inspection or related activities that take place as a result of Buyer directed inspections, including source inspections being by-passed by the Seller.
- (E) For valid warranty claims, Buyer shall debit Seller's account per event for actual freight charges and customs brokerage incurred in shipping defective Articles both to and from the Buyer to Buyer's operators, plus \$100.00 US per event for administration fees. It is the Buyer's sole discretion to choose a freight carrier(s) and customs broker(s) of its choice.
 - (i) If Buyer finds it impractical or uneconomical to return defective Article(s) to the supplier, Buyer may perform necessary repair(s) at its own facility and debit the following cost per event to Seller, upon negotiated responsibility assessment for Supplier-responsible non-conformities:

Rework estimated at less than 1 hr	\$170 US
Rework estimated between 1 and 10 hrs	\$360 US
Rework estimated between 10 and 40 hrs	\$990 US
Rework estimated at more than 40 hrs	\$3,550 US

- (ii) If Buyer determines that the defective part is indeed non-conforming to the applicable engineering drawings or specifications, however if it is dispositioned to be USE AS IS, Buyer shall debit Seller's account a review and disposition fee of \$150.00 US.
 - (iii) If Buyer determines that the defective Article is not re-workable and must be scrapped, then Buyer shall debit Seller's account the amount of the parts cost to Buyer plus an administration fee of \$100.00 US.
- (F) All rights and remedies of Buyer under the Order or at law shall be cumulative, and the exercise of one shall not be deemed a waiver of the right to exercise any other.

CLAUSE 11 – GENERAL TOOLING DOCUMENT

When required, Buyer's latest revision of the General Tooling Document is applicable to this Order. All lost, damaged or destroyed tools shall be charged to the Seller at replacement value. Invoices for tooling will not be processed until Buyer's inspection has accepted parts produced from such tools and a certified OMTR (Outside Manufacturing Tooling Requirement) has been submitted to and approved by Buyer's Manufacturing Engineering representative. Where Bell-to-Furnish tooling is required for the performance of the Order, Seller shall refer to the Manufacturing Engineering Planning Instructions (MEPI) for the list of tools to be supplied by Buyer.

CLAUSE 12 - WARRANTY

- (A) Seller warrants that all Articles delivered under this Order will be free from defects in design, material and workmanship, will conform to applicable descriptions, specifications and drawings and are suitable for the purpose intended. This warranty applies to computer hardware and/or software errors caused by the year 2000 date changes. THIS WARRANTY SHALL BE IN ADDITION TO ALL WARRANTIES ARISING AS A MATTER OF LAW.
- (B) Seller's warranties shall be enforceable by Buyer's customers as well as Buyer and shall be valid for thirty-six (36) months after delivery to Buyer's customers.
- (C) Defective Articles will be returned to Seller at Seller's expense for repair or replacement, at Buyer's option. The repaired or replacement Articles will be returned by Seller, F.O.B. Seller's plant, to Buyer within twenty-one (21) calendar days from receipt of the defective Article by Seller. For valid warranty claims, Buyer shall debit Seller's account for actual freight charges incurred both from and to the Buyer. If Buyer finds it impractical to return defective Articles, Buyer may perform necessary repair at its own facility and charge the reasonable cost thereof to Seller.

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CLAUSE 13 - INTELLECTUAL PROPERTY RIGHTS AND INDEMNITY

- (A) Any copyright, trademark, trade secret, software, data, idea, concept, process, formula, invention, system, report or other intellectual property resulting from any Seller work performed for this Order, shall be the sole property of Buyer. Seller agrees to assign and hereby assigns to Buyer any interest Seller may have in such intellectual property right or invention(s) conceived by Seller and/or reduced to practice by Seller using funds provided by Buyer.
- (B) With respect to Articles delivered under this Order, Seller shall save Buyer, its agents, customers, and users of its products harmless from all loss, damage and liability incurred on account of any infringement or alleged infringement of a Patent, copyright, or trademark or misappropriation of a trade secret or other violation of an intellectual property right of a third party, arising out of the manufacture, sale or use of such Articles by Seller, Buyer, Buyer's agents, customers, or users of its products; and Seller shall at its own expense defend all claims, suits and actions against Buyer, its agents, customers, or users of its products in which such infringement or other violation of an intellectual property right of any third party is alleged, provided Seller is notified of such claims, suits, and actions. This indemnification does not apply to Articles manufactured to detailed designs developed and furnished by Buyer.

CLAUSE 14 - BOOKS AND RECORDS

Seller shall provide authorized representatives of Buyer reasonable access to its books, records and data which will permit the adequate evaluation of cost data, direct materials, labour hours, and incorporated rates used by Seller to arrive at a price. In addition, any proposals submitted by the Seller, pursuant to the Changes clause 4, Termination for Convenience clause 6, or Termination for Default clause 7, shall also include sufficient cost data and reasonable access to Seller's books, records and data as indicated herein. At Buyer's request, Seller shall provide copies of collective labour agreements, if any, and audited company financial statements.

CLAUSE 15 - PRICES, PAYMENT AND DISCOUNT

Payment by Buyer will be made net thirty (30) days from the later of the following: (i) the date of acceptance of the Articles or (ii) from Buyer's receipt of an acceptable invoice. Any payment discounts will be calculated from the same date. Discount terms shall be clearly stated on the face of each invoice.

CLAUSE 16 - INVOICING, PACKING AND SHIPPING

- (A) Separate invoices indicating Order number, line item number(s), quantity, unit price and extended value are required for each Order unless Pay Upon Receipt has been established with the Seller. On the date of shipment(s) Seller shall mail one copy of each invoice to:

Textron Finance Shared Services Center
ATTN: Mirabel Accounts Payable
P.O. Box 77036
Fort Worth, TX 76177-0036

- (B) Seller shall comply with the routing instructions shown on this Order. Premium transportation will be paid by Buyer only when specifically authorized. If delays caused by the Seller result in the need for premium transportation, the additional costs for the premium transportation is the sole responsibility of the Seller. Seller shall not pre-pay, insure, or declare value of any shipment made F.O.B. shipping point.
- (C) Separate packing lists are required for each Order and must accompany each shipment. The location of the packing slip must be clearly marked on the container. The complete Order number must appear on all documents.
- (D) Single Article containers must be identified with Order, part number, and quantity. When multiple Orders or Articles are combined in one container, they must be separately packaged inside that container and the packages identified as to Order, part number and quantity.
- (E) All Articles must be suitably packaged and prepared for shipment to withstand normal transportation and stocking functions. Containers must be in compliance with best commercial practices.
- (F) Test reports, X-rays, certificates and other supporting documents must accompany each shipment when required by this Order.
- (G) Seller shall not combine shipments destined for different BHTCL or BHTI facilities on the same Bill of Lading or in the same container.
- (H) Articles will be marked in such a manner as to be readily identifiable with the part number reflected on this Order. Kits, assemblies and all parts consisting of multiple Articles, that is, hardware, pins, gaskets, etc., must be unit packaged as a complete unit and so identified. If the Article is individually packaged, the package will be so marked. Single Articles too small to be separately identified will be separated into lots and tagged or bagged. Proper markings corresponding to the Order description and part number shall be applied to the tags and/or bags for handling and storage purposes.
- (I) Seller will provide bar coded shipping labels with each shipment.
- (J) With each shipment to Buyer the Seller shall include on the packing slip a "Statement of Product Conformity". Unless otherwise required by contract, the Seller shall include a statement declaring compliance to all requirements specified in applicable standards and/or specifications documents. Seller's authorized quality representative must sign this certificate of compliance.

CLAUSE 17 - DELIVERY

- (A) Seller shall be responsible for the Articles covered by this Order until they are delivered to the designated F.O.B. point specified on this Order. If Articles are received more than five (5) calendar days ahead of the specified schedule, Buyer reserves the right to keep the Articles and make payment as if the delivery was made per the specified delivery schedule or to return the Articles to Seller at Seller's expense. In the latter case, Buyer shall debit Seller's account for actual freight charges incurred both from and to Buyer. The delivery dates contained in this Order are the dates that the

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Articles are required on dock at Buyer's facilities.

- (B) Time is of the essence in performing this Order. Should Seller experience or anticipate any delay in performing this Order, Seller shall immediately notify Buyer in writing of such delay, its expected duration and the reasons thereof. Neither such notification nor an acknowledgement by Buyer shall constitute a waiver of this Order's specified delivery schedule. The delivery schedule shall not be modified unless the parties do so in writing, except as otherwise provided in the Changes clause 4. Seller shall be liable for any direct damages resulting from a delay in delivery unless the delay is excusable as defined in the Excusable Delay clause 8.

CLAUSE 18 - ASSIGNMENT

- (A) Neither this Order nor any interest herein nor any claim hereunder shall be assigned by Seller either voluntarily or by operation of law without the prior written consent of Buyer. An assignment without Buyer's written consent is ineffective and void. Buyer has an absolute right to withhold consent in Buyer's sole discretion. No such consent shall be deemed to relieve Seller of its obligations to comply fully with the requirements hereof. Seller may, however, without Buyer's consent, assign the rights to be paid monies due and to become due to a financing institution if the following conditions are met:
- (i) Buyer shall continue to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments hereto, without notice to or consent of the assignee;
 - (ii) The entire amount of said monies is assigned to a single assignee; and
 - (iii) Buyer is given notice of the assignment and all invoices submitted by Seller contain adequate reference to the assignment.
- (B) Any costs associated with Buyer's efforts to approve an assignment including, but not limited to, Quality Assurance or financial audits, shall be borne by the Seller. Should the assignment be unacceptable to the Buyer, this Order will be terminated and the provisions of the Termination for Default clause 7 will apply.
- (C) The terms and conditions of any Order assigned by the Seller shall be the same as those of the original Order.

CLAUSE 19 - SALES LIMITATION

Without the prior written consent of Buyer, Articles carrying Buyer's part numbers may not be sold to third parties, other than the U.S. Government, in the event the U.S. Government has unlimited rights in the Manufacturing Materials pursuant to DFARS 252.227-7013 "Rights in Technical Data-Non Commercial Items".

CLAUSE 20 - PUBLIC RELEASE OF MATERIAL

Seller shall not advertise or publicize without Buyer's prior written consent, in any medium, including, without limitation, any print, broadcast, direct mailing, or any internet web site maintained by or for Seller, the fact that Seller is a supplier of Articles to Buyer. Neither Seller nor its subcontractors, suppliers or agents shall without Buyer's prior written

consent (i) use Buyer's name, photographs, logos, trademarks, or any other identifying information in any such medium (ii) use (except to communicate with Buyer or its affiliates) any internet domain names, metatags, or electronic mail addresses containing the names "Bell Helicopter", "Textron" or the names of any product or services for which Buyer owns the trademark or (iii) provide a link to any domain name or internet address registered to Buyer or any of its affiliates.

CLAUSE 21 - SET-OFF AND WITHHOLDING

Buyer shall have the right of set-off against any payments due or at issue under this Order or any Order between Buyer and Seller. Buyer may withhold from payment to Seller in an amount sufficient to reimburse Buyer for any loss, damage, expense, cost or liability relating to Seller's failure to comply with any requirements of this Order.

CLAUSE 22 - DRAWINGS

- (A) In the performance of this Order, Seller is obligated to manufacture Seller-designed Bell part numbered Articles to the Seller's drawing revision level as specified in this Order or approved by Buyer. In cases where manufacturing will be to a different revision level, Seller will provide Buyer released updated drawings with explanation as to how the present configuration differs from the specified or approved revision level configuration. Seller must receive Buyer approval of updated drawing prior to the manufacturing and shipment of Articles to Buyer.
- (B) No review and/or approval by the Buyer of any work hereunder or of any designs, drawings, specifications or other documents prepared by Seller shall be construed to relieve Seller, in any way from design responsibility for the Articles to be delivered hereunder, or from responsibility to comply with the requirements of this Order.

CLAUSE 23 - DISPUTES

- (A) In the event of a dispute arising between Buyer and Seller which is not disposed of by agreement, Seller shall request a final written decision from Buyer's Procurement Manager. If the parties cannot agree on a dispute resolution process or otherwise resolve a dispute, the said dispute will be filed in the proper court for disposition pursuant to the Applicable Law and Venue clause hereof.
- (B) Pending final resolution of any dispute or appeal hereunder, the Seller shall proceed diligently with the performance of this Order as directed by the Buyer. If the dispute arises out of a difference in interpretation between the parties as to the performance requirements of this Order, then Seller shall continue performance as determined by the Buyer.

CLAUSE 24 - GRATUITIES

- (A) Seller (or any agent or representative of Seller) will not offer or provide gratuities to any employee of Buyer. Failure of Seller to honour this commitment may, at Buyer's option, result in immediate termination of this Order in accordance with the Termination for Default clause 7, without provision for cure.

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(B) Seller is prohibited from providing, offering, or attempting to offer kickbacks or soliciting or accepting kickbacks. Seller shall have and follow procedures designed to prevent and detect possible violations, shall report in writing any violation to the Buyer's Ethics Department (800) -94-ETHICS, and shall cooperate fully with any Government agency investigating a possible violation. The substance of this clause shall be included in all subcontracts issued under this Order.

CLAUSE 25 - COMPLIANCE WITH LAWS

Seller shall comply with all applicable federal (Canada and U.S.), state, provincial, and local laws, including, but not limited to, laws with respect to the protection of the environment, and Seller hereby certifies that it is in compliance with all such laws and regulations in the production of the Articles, and that the Articles themselves are compliant with all applicable laws. Seller shall indemnify and hold Buyer harmless to the full extent of any loss, damage, or expense, including lost profit, attorney's fees and court costs, for any failure or alleged failure of Seller to comply with the requirements of this clause or for any release or threat of release of any hazardous substance, hazardous or solid waste, pollutant or contaminate from any site now, or in the past, owned or operated by Seller, or any site where Seller disposed of or arranged for the disposal of any hazardous substance, hazardous or solid waste, pollutant or contaminate.

CLAUSE 26 – CERTIFICATION OF PRODUCT ORIGIN

(A) **Articles Originating Outside of North America:** When Articles provided under this Order originate outside of North America, prior to its first shipment of Articles to Buyer, Seller shall provide to Buyer a signed statement specifying the Country of Origin, including supplier name, Bell Purchase Order number, Bell part number, and, as requested, any other documentation that is reasonably required for Customs compliance.

(B) **Articles Originating In North America:** When Articles provided under this Order originate in North America, (Canada, USA, Mexico) prior to its first shipment of Articles to Buyer, Seller shall provide Buyer's Export/Import Compliance Department with a signed valid, accurately completed NAFTA Certification of Origin (Form 434, the "Certificate"), for all Articles that qualify for preferential duty treatment under the North American Free Trade Agreement ("NAFTA"). NAFTA Certificate of Origin forms may be available at <http://www.export.gov> (select "NAFTA Rules of Origin"). Seller shall include on the face of each Certificate the Bell part number for each Article to which the Certificate applies. **Unless** Buyer requests individual Certificates for each shipment, Seller may provide annual blanket Certificates to cover multiple shipments during the calendar year. The blanket period cannot exceed 365 days. The blanket Certificate must also contain all Bell part numbers delivered during the period. When new Bell part numbers are to be delivered, a separate blanket Certificate must be completed and provided before delivery of the new Bell part number, to cover the remainder of the blanket period. If still applicable in the next blanket period, the new part number will be added to the blanket Certificate.

(C) Seller shall mail or fax Certificates of Origin and statements specifying Country of Origin to Buyer's Export/Import Compliance Department at the following address or fax number:

FAX: (450) 437-0826
ATTN: Compliance Analyst
Bell Helicopter Textron Canada Ltd.
12,800 rue de l'Avenir
Mirabel, Québec J7J 1R4

(D) Seller shall provide signed Certificates to Buyer prior to the first shipment of Articles to enable Buyer to claim preferential duty treatment under NAFTA at the time of entry. Seller shall notify Buyer in writing prior to making any sourcing changes that might result in the Article being ineligible for preferential duty treatment under NAFTA. Seller recognizes that the Certificate will be used by Buyer as proof of eligibility for duty preferential treatment, and Seller agrees to provide full cooperation to Buyer for any U.S., Canadian, or Mexican Customs inquiries into NAFTA claims that arise out of any Article furnished under this Order.

(E) Seller shall be responsible for all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of Seller, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

CLAUSE 27 – HAZARDOUS MATERIAL

Seller certifies that it is in compliance with any federal, state or provincial laws, including but not limited to the U.S. Occupational Safety and Health Act of 1970 (OSHA) or the Canadian Hazardous Products Act as applicable. Furthermore, if the Articles purchased herein are considered toxic or hazardous as defined in the above set of regulations, Seller shall provide a copy of the Material Safety Data Sheet (MSDS) with each shipment or as otherwise specified on this Order.

CLAUSE 28 - INDEMNIFICATION

Seller shall hold harmless and unconditionally indemnify Buyer, its directors, officers and employees to the full extent of any liability, loss, cost, claim, damage, or expense including, but not limited to, reasonable attorneys' fees for the defence of all liabilities, costs, claims, damages and expenses by reason of any alleged or actual property damage or personal injury arising out of, as a result of, or in connection with the work performed hereunder due to:

- (i) any act or omission of Seller, its officers, employees, agents, subcontractors or lower tier subcontractors; or
- (ii) any act or omission of Buyer or its officers, agents, employees, subcontractors, or lower tier subcontractors, including, but not limited to, any negligent act or omission of Buyer or its respective officers, agents, employees, subcontractors or lower tier subcontractors.

CLAUSE 29 - APPLICABLE LAW AND VENUE

(A) This Order including these Terms and Conditions are governed by and construed exclusively under the laws of the Province of Quebec

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and Canada applicable therein. Both Buyer and Seller hereby submit to the sole and exclusive jurisdiction and venue of the courts of the Province of Quebec in any legal action related to or arising under this Order governed by these Terms and Conditions. Buyer and Seller hereby agree that the above sets forth the sole and exclusive jurisdiction and venue in which any lawsuit involving this Order may be filed.

- (B) The parties agree that these Terms and Conditions and any document referenced herein or attached hereto be drafted in English. Les parties aux présentes ont convenu que ces termes et conditions et tout document s'y rapportant ou y étant joint soient rédigés en anglais seulement.

CLAUSE 30 - PARTIAL INVALIDITY; WAIVER

If any provisions of this Order, including these Terms and Conditions, become void or unenforceable, the other provisions shall remain valid and enforceable. Waiver of one or more provisions of these Terms and Conditions by Buyer shall in no way act as a waiver of any of the other provisions herein.

CLAUSE 31 - ORDER OF PRECEDENCE

In the event of any inconsistency among the provisions of this Order hereunder, such inconsistency shall be resolved by giving precedence in the following sequence:

- (A) Provisions typed on the face of this Order,
- (B) Memorandum of Agreement / Overriding Agreement, as applicable,
- (C) Terms and Conditions,
- (D) Statement of Work,
- (E) Specifications,
- (F) Other documents, exhibits, and attachments to this Order.

CLAUSE 32 – OFFSET CREDIT/FOREIGN SUBCONTRACTS

(A) Buyer represents that its business base consists, in part, of international orders, and that it must, from time to time, enter into international offset agreements to secure such orders. To the extent that the Articles ordered hereunder are components of Buyer's products/systems sold to a foreign nation or are non-recurring activities, tooling, equipment, engineering, etc. associated with Buyer's products/systems sold to a foreign nation or concern, and in recognition that such sale results directly or indirectly in business opportunities, sales or revenues for the Seller, the Seller agrees to cooperate with Buyer in the fulfilment of any offset program obligations that Buyer may be required to accept as a condition of such foreign sale. Seller hereby commits to assume and discharge, a proportionate share of said offset obligation(s), either directly or through a mutually agreeable third party, by engaging in such activities as subcontracting, co-production, co-development, technology transfers, counter trade, investments, joint ventures, etc. in Buyer's customer countries.

- (B) Buyer expressly claims the right to all industrial benefits and other offset credits arising with respect to any Articles ordered hereunder,

including any related subcontracts issued by the Seller to sources in the foreign customer's country. The Seller agrees to provide all necessary information in such form as may be required to enable Buyer to obtain the aforementioned offset credits.

CLAUSE 33 – BHTCL OFFSET CREDIT

BHTCL represents that its business base consists, in part, of orders from the Canadian government, and that it must, from time to time, enter into Industrial Regional Benefits (IRB) agreements with the Canadian government in order to secure such orders. BHTCL further represents that this Order is issued in partial fulfillment of its IRB obligations. BHTCL expressly claims the right to all IRB credits arising from this Order, including from any related subcontracts issued by the Seller to Canadian sources. The Seller agrees to provide all necessary information in such form as may be required to enable BHTCL to obtain the aforementioned IRB credits.

CLAUSE 34 – OUTSOURCING

Notwithstanding any other provisions of this Order, Seller shall not procure any of the completed or substantially completed Articles described herein from any other party without the prior written consent of Buyer.

CLAUSE 35 - ELECTRONIC DATA INTERCHANGE

- (A) Buyer and Seller agree that in the event that any part of the purchase and sale of Articles covered by these Terms and Conditions shall hereafter be effected using electronic data interchange, these Terms and Conditions shall continue to apply thereto in conjunction with the Trading Partner Agreement between Buyer and Seller.
- (B) Buyer and Seller agree to conduct business using Electronic Data Interchange, including but not limited to ESIS (electronic purchase Order issuance).
- (C) All Purchases Orders or Change Orders will be issued to Seller via a hosting web site. It is the Seller's responsibility to acknowledge and retrieve the Purchase Order and/or Change Order. Buyer will also send Seller an Order Status Inquiry (OSI) request on a weekly basis. It is Seller's responsibility to respond to the OSI, on a weekly basis, as per the guidelines provided by the Buyer. As part of the supplier rating-responsiveness evaluation criteria, the Seller is expected to maintain a 95% monthly average response rate for all OSI's received.

CLAUSE 36 – GOVERNMENT REGULATIONS RELATING TO EXPORT/IMPORT OF ARTICLES AND TECHNICAL DATA

- (A) The Articles and/or technical data provided under this Order may be subject to the provisions of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations (15 CFR 768-799) promulgated thereunder; the Arms Export Control Act of 1976 (22 USC 2751-2779) and the International Traffic in Arms Regulations (22 CFR 120-130) promulgated thereunder; the

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Regulations of the Office of Foreign Assets control of the US Treasury Department (31 CFR 500-599) the Canadian Export and Import Permits Act (RS Chapter 17), and/or the US Foreign Corrupt Practices Act.

- (B) The parties acknowledge that the above-referenced statues and regulations impose restrictions on import, export (and re-export or transfer to third countries) of certain categories of, and that licenses from the U.S. Department of State and/or U.S. Department of Commerce and/or Canadian Department of Foreign Affairs and International Trade may be required before Buyer is permitted to provide technical data to Seller or before Seller is permitted to export Articles to Buyer, and that such licenses may impose restrictions on use of such Articles and/or technical data.
- (C) Seller shall comply with all applicable laws and regulations and any requirements of Buyer with respect to the import, export and re-export of Articles and/or technical data. Prior to the first shipment of Articles to Buyer, and otherwise upon Buyer's request, Seller shall provide to Buyer, in a form satisfactory to Buyer, certification as to whether the Articles are subject to the International Traffic in Arms Regulations (22 CFR 120-130) issued by the US State Department, together with a certification as to the applicable United States Munitions List category if such Articles are subject to the ITAR, or, if they are not so subject, a certification as tot the applicable Export Control Classification Number (ECCN) of such Articles under the Export Administration Regulations of the US Department of Commerce. Seller shall indemnify and hold Buyer harmless to the full extent of any loss, damage, cost, expense or liability including lost profits, attorney's fees and court costs, for any failure or alleged failure of Seller to comply with such laws and regulations and for any false statements or material omissions by Seller with respect thereto including without limitation as to the import classification or export classification of Articles under applicable regulations.

Seller shall not export any technical data provided by Buyer, without Buyer's prior written consent.

CLAUSE 37 – INDEPENDENT CONTRACTOR

Seller is an independent contractor in all its operations and activities under this Order and all personnel furnished by Seller or used by Seller in the performance of this Order shall be Seller's employees exclusively without any relation whatsoever to Buyer. Seller is responsible for all obligations and reporting requirements covering social security, unemployment insurance, worker's compensation, income tax, etc. and any other reports, payments or deductions required by local, provincial, state, or federal law or regulation. Seller is not granted, expressly or impliedly, any right or authority to create any obligation or liability on behalf of or in the name of Buyer.

CLAUSE 38 - BUYER INFORMATION

Seller agrees to comply with the terms of any Proprietary Information Exchange Agreement(s) with Buyer and to comply with all proprietary

information markings and restrictive legends on information provided hereunder by Buyer to Seller. Seller agrees not to use any Buyer-provided information for any purpose except to perform this Order and agrees not to disclose such information to third parties without the prior written consent of the Buyer.

CLAUSE 39 – PREFERENCE FOR DOMESTIC SPECIALTY METALS

- (A) Definitions. As used in this clause:
- (1) "Qualifying country," means any country listed in subsection 225.872-1 of the United States Defense Federal Acquisition Regulation Supplement.
 - (2) "Specialty metals" means
 - (i) Steel:
 - (a) With a maximum alloy content exceeding one or more of the following limits: manganese, 1.65 percent; silicon, 0.60 percent; or copper, 0.60 percent; or
 - (b) Containing more than 0.25 percent of any of the following elements: aluminum, chromium, cobalt, columbium, molybdenum, nickel, titanium, tungsten, or vanadium;
 - (ii) Metal alloys consisting of nickel, iron-nickel, and cobalt base alloys containing a total of other alloying metals (except iron) in excess of 10 percent;
 - (iii) Titanium and titanium alloys; or
 - (iv) Zirconium and zirconium base alloys.
- (B) Any specialty metals incorporated in Articles delivered under this Order shall be melted in the United States, its possessions, or Puerto Rico.
- (C) This clause does not apply to specialty metals melted in a qualifying country or incorporated in an Article manufactured in a qualifying country.
- (D) If any Article delivered under this Order is comprised of or incorporates specialty metals, the contract clause in United States Federal Acquisition Regulation 52.247-64 (Preference for Privately Owned U.S.-Flag Commercial Vessels) applies and is incorporated herein by reference.
- (E) The Contractor shall insert the substance of this clause, including this paragraph (E), in all subcontracts for items containing specialty metals.

CLAUSE 40 – FEDERAL ACQUISITION REGULATIONS

- (A) Seller agrees to negotiate in good faith with Buyer to incorporate additional provisions herein or to change provisions, as Buyer reasonably deems necessary to comply with the applicable Prime Contract or with amendments or modifications to the applicable Prime Contract.
- (B) Rescission, Adjustment, Termination for Illegal or Improper Activity:
1. If the United States Government pursues action under FAR 52.203-8, "Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity" and cancels the solicitation or rescinds the prime contract to which this order relates, and such action results from Seller's violation of the Procurement Integrity Act, 41 U.S.C. 423, Buyer may 1) rescind this Order;

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- 2) recover from Seller all amounts paid by Buyer to Seller related to this Order; 3) recover from Seller any amounts including any penalty prescribed by law, which Buyer is required to pay ; and, 4) recover from Seller any other costs, expenses, liabilities incurred by Buyer in connection with Seller's violation of the Procurement Integrity Act.
2. Seller agrees to pay Buyer the amount that Buyer's price or fee is reduced pursuant to FAR clause 52.203-10, "Price or Fee Adjustment for Illegal or Improper Activity" to extent such reduction results from Seller's violation of the Procurement Integrity Act and as such act is implemented in the FAR. In the event the United States Government terminates for default any Buyer prime contracts under which this Order is issued, as a result of Seller's violation of the Procurement Integrity Act, Buyer shall have the right to terminate this Order in whole or part.
3. Buyer's rights and remedies under this clause shall be in addition to any other rights and remedies provided by law, regulation, or under this Order.
- (C) If so identified, this Order is a "rated order" certified for United States national defense use, and Seller shall follow all the requirements of the United States Defense Priorities and Allocation System Regulation (15 C.F.R. Part 700).
- (D) In the event that the Articles are determined by Buyer or the United States Government not to be a Commercial Item as defined in FAR 2.101, Seller agrees that Bell Standard Order Fixed Price Terms and Conditions and the corresponding FAR and DFARS flow-downs shall apply to this Order, in lieu of these terms and conditions, effective as of the date of this Order.
- (E) The following clauses are incorporated by reference and made a part hereof. The dates of these clauses are the dates in effect in the United States Government Prime Contract issued to Buyer. Unless specified otherwise, the term "Contractor" shall mean "Seller," the term "Contract" shall mean "Order," and the term "subcontractor" shall mean Seller's subcontractors. "Commercial Item" means a commercial item as defined in FAR 2.101.

FAR TITLE

52.204-2 SECURITY REQUIREMENTS (Applicable if the Order involves access to classified information.)

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (Applicable only if so identified as a "rated order").

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES ("Administrative Contracting Officer" and "ACO" mean Buyer's Authorized Procurement Representative.)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA – MODIFICATIONS (Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN Applicable if the Seller is not a small business and the value of this Contract equals or exceeds \$500,000. In subparagraph (c) only, substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO." The Seller's subcontracting plan is incorporated herein by reference.)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES

52.222-26 EQUAL OPPORTUNITY (Only subparagraphs (b)(1)-(11) apply.)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (This clause applies to this Contract only if the value of this Contract equals or exceeds \$25,000.)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (This clause applies to this Contract only if the value of this Contract equals or exceeds \$10,000.)

52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES

52.222-41 SERVICES CONTRACT ACT OF 1965, AS AMENDED (Applicable if this Contract is subject to the Service Contract Act. The clause does not apply if this Contract has been administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.)

52.223-11 OZONE-DEPLETING SUBSTANCES (Applicable if the Articles were manufactured with or contain ozone-depleting substances.)

52.225-1 BUY AMERICAN ACT—SUPPLIES (Applicable if this Contract requires furnishing of Articles containing other than domestic components.)

52.225-5 TRADE AGREEMENTS (Applicable if the Articles contain other than U.S. made, designated country, Caribbean or NAFTA country end products.)

52.225-13 RESTRICTION ON CERTAIN FOREIGN PURCHASES

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52.227-19 COMMERCIAL COMPUTER SOFTWARE – RESTRICTED RIGHTS (Applicable only if existing computer software is to be delivered under this Order).

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS

52.245-2 GOVERNMENT PROPERTY (FIXED PRICE CONTRACTS)
Applicable if Government property is furnished in the performance of this Contract. Substitute "BUYER" for "Government" or "United States" as applicable throughout this clause, except in the phrases "Government property," "Government-furnished property," and in references to title to property. Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. The following is added as paragraph (m): "Seller shall provide to Buyer immediate notice of any disapproval, withdrawal of approval, or non-acceptance by the Government of its property control system."

52.247-64 PREFERENCE FOR PRIVATELY OWNED U.S. FLAG COMMERCIAL VESSELS

DFARS CLAUSES

(Applicable if this Order is placed under a United States Department of Defense prime contract).

252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DoD CONTRACTS) (Applicable if FAR 52.219-9 applies to this Contract. Delete Paragraph (g).)

252.223-7001 HAZARD WARNING LABELS (Applicable if this Contract requires the delivery of hazardous materials.)

252.225-7001 BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (Applicable if the Articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and FAR 52.225-5.)

252.225-7021 TRADE AGREEMENTS (Applicable if Articles contain other than domestic components. Applicable in lieu of FAR 52.225-1 and 52.225-5).

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (Applicable only if technical data is to be delivered under this Contract. Insert "and BUYER" after "Government" or "Contracting Officer," as appropriate, throughout this clause.)

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) of the clause. In the first sentence of paragraph (g), insert a period after "Contractor" and delete the balance of the sentence. Paragraphs (f) and (g) shall not apply if this Contract is at or below \$100,000. Substitute "BUYER" for "Government" or "United States" as applicable throughout

this clause, except for paragraph (c). Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause, except for paragraph (c).)

252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA (Applicable if this Contract meets the criteria set forth in subparagraph (b) (2) (ii) of the clause. Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause.)

252.249-7002 NOTIFICATION OF ANTICIPATED CONTRACT TERMINATION OR REDUCTION (Applicable if this Contract equals or exceeds \$500,000. Substitute "BUYER Procurement Representative" for "Contracting Officer," "Administrative Contracting Officer," and "ACO" throughout this clause. Delete subparagraph (d)(1) and the first five words of subparagraph (d) (2).)

CLAUSE 41 - ENTIRE AGREEMENT

This Order, including attachments hereto, constitutes the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior representations and understandings, whether oral or written. However, nothing herein shall be construed as a limitation or exclusion of any right or remedy available to Buyer by law. Buyer and Seller agree that the U.N. Convention on contracts for the international sale of goods shall not apply to any purchase and sale of Articles governed by these Terms and Conditions.