

## **Rockwell Collins (UK) Limited General Conditions of Sale**

1. **TAXES.** Except as otherwise specified, the prices stated do not include any sales, use, value added or excise taxes applicable to the sale, delivery, or use of any Product or Services sold hereunder and the Buyer expressly agrees to pay to Seller, in addition to the prices stated, the amount of any such taxes which may be imposed upon or payable by Seller at the rate applicable on the day of invoicing.
2. **TERMS.** Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the order, Seller reserves the right to require payment in advance of shipment or to ship C.O.D. in the event Buyer fails to pay any invoice when due or if the Seller is unsure of the Buyer's credit worthiness, in addition to any other right reserved hereunder. Seller reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that title to any Product described herein not fully paid for at the time of delivery to Buyer shall be retained by and remain in Seller until said purchase price is fully paid. Unless prior agreed by Seller to the contrary Buyer will pay all invoices within 30 days of submission.
3. **EXPORT LICENSE.** Products or Services offered hereunder and subsequent availability/delivery may be subject to the granting of a USA, UK or EU export license and the Buyer will be required to provide adequate information to facilitate application for same.
4. **DELIVERY.** Unless otherwise specified, delivery will be made Ex-works (INCOTERMS 2000) . the place or location of Seller's facility from which Seller elects to make shipment, according to the delivery schedule specified, which schedule is subject to delays due to causes beyond Seller's control including but not limited to, inability to obtain material, labour or manufacturing facilities, acts of God, or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of Government including delay or failure to grant export licenses, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Seller's suppliers. In the event of such delay, delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. Partial deliveries are acceptable.
5. **SHIPMENT.** In the absence of specific instructions, Seller will select the carrier to whom delivery will be made for post-Ex-works shipment to Buyer. The Buyer shall be liable for the cost of this shipment. Except for its obligations under the sections hereof entitled 'Product Warranty' and 'Patent and Copyright Indemnification', all responsibility of Seller for said Products ceases upon delivery to carrier. All claims to the carrier for Products damaged or lost in transit shall be made by the Buyer.
6. **PRODUCT WARRANTY.** The Product sold hereunder including software delivered hereunder are subject to the following warranties:
  - A. Seller agrees to repair or replace at its discretion, without charge, any such Product which is defective as to design, workmanship or material and which is returned to Seller at its factory, transportation prepaid, provided:
    - (i) Notice of the claimed defect is given to Seller within three hundred and sixty five (365) days from date of delivery and Product is returned in accordance with Seller's instructions.
    - (ii) Such Product shall not be deemed to be defective if, due to exposure to any condition in excess of those published in the Product specification, it shall fail to operate in a normal manner.
    - (iii) Seller's obligations with respect to such Product are conditioned upon the proper installation and operation of such Product by Buyer in accordance with Seller's written directions.
    - (iv) The warranty stated in this Section 6A shall be void if such Product is altered or repair is attempted or made by other than Seller or Seller's authorized service center.
  - B. Seller warrants that any software delivered hereunder, either embedded in Product described herein or specifically designed for use in or with such Product or as a stand-alone Product, will substantially provide the function(s) set forth in the applicable specification (or absent a specification, as described in the applicable Service Bulletin), Seller will, at its option, without charge, revise or replace such nonconforming software provided:
    - (i) Notice of the claimed defect is given to Seller within three hundred and sixty five (365) days from the date of delivery.

- (ii) Software shall not be deemed to be defective if the software or the host medium is exposed to any computer virus or to any condition in excess of those published in the applicable specification(s).
- (iii) Seller's obligations are conditioned upon the proper installation and operation of software and the host medium in accordance with Seller's written instructions.
- (iv) The warranty stated in Section 6B shall be void if such software (or its host medium) is altered (or alterations are attempted) by other than Seller or Seller's authorized service center.

**NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY PRODUCT OR SOFTWARE SOLD OR DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER'S SOLE RIGHT AND REMEDY UNDER THIS AGREEMENT.**

### **PATENT AND COPYRIGHT INDEMNIFICATION.**

Seller agrees that it will defend, at its own expense, all suits against Buyer for infringement of any United States or European Union patent or copyright covering, or alleged to cover, the Product or Services described herein in the form sold by Seller and Seller agrees that it will pay all sums which, by final judgment or decree in any such suits, may be assessed against the Buyer on account of such infringement, provided that Seller shall be given (i) immediate written notice of all claims of any such infringement and of any suits brought or threatened against Buyer and (ii) authority to assume the sole defense thereof through its own counsel and to compromise or settle any suits so far as this may be done without prejudice of the right of the Buyer to continue the use, as contemplated, of the Product so purchased and (iii) all necessary information and cooperation required to defend any suit is provided by Buyer. If in any such suit so defended the Product is held to constitute an infringement and its use is enjoined, or if in the light of any claim of infringement Seller deems it advisable to do so, Seller may either procure the right to continue the use of the same for the Buyer, or replace the same with a non-infringing product, or modify said Product so as to be non-infringing or, if the foregoing options are not reasonably available, take back the infringing Product and refund the purchase price less a reasonable allowance for use, damage or obsolescence.

8. **SOFTWARE LICENSE.** Software delivered hereunder, either embedded in Product described herein or specifically designed for use in or with such Product or as a stand-alone Product, is copyrighted by Seller and shall remain the sole and exclusive property of Seller. Seller at his discretion may grant the Buyer a perpetual, world-wide, non-exclusive License to use the software only in or with the Product or as a stand-alone Product as described hereunder. The Buyer shall not copy, modify, or disassemble the software, or permit others to do so. Buyer shall not transfer the License granted hereby or possession of the software, except as part of or with the Product, such transfer being subject to the restrictions contained herein. Seller may terminate this License upon written notice for violation of any of the terms of the License. All software furnished to Buyer is on a licensed basis. To the extent that seller has the right to do so, Seller grants to Buyer a non-transferable and nonexclusive license to use each software program delivered hereunder (Licensed Program). Each such license granted authorizes Buyer to use the Licensed Program in any machine-readable form and only in a single system. Except as described herein, such license may not be assigned, sublicensed or otherwise transferred by Buyer without prior written consent of Seller. No right to copy a Licensed Program in whole or in part is granted except as permitted under Copyright Law or as hereinafter expressly provided. Additional copies of a Licensed Program may be purchased from Seller. Buyer may merge any form of a Licensed Program with other program material to form a Derivative Work. Any portion of such Licensed Program in a Derivative Work is subject to the terms herein. Buyer agrees to maintain the Seller's copyright notice on the Licensed Programs delivered hereunder, and to include the same on any copies it makes, in whole or in part. Buyer agrees not to provide or otherwise make available any Licensed Program delivered to Buyer or any portion thereof to any person other than employees of Buyer or Seller without prior written consent of Seller. NOTE: Except that, regarding any Licensed Program embodied in a PROM, the transfer of such PROM shall convey to Buyer's

transferee and to subsequent transferees a License set forth in this Article. Except as set forth in Article 6 Product Warranty, Licensed Programs are provided on an "as is" basis and are provided without further warranty. The Buyer is solely responsible, at his cost and expense, for maintenance of Licensed Programs.

9. **GOVERNING LAW.** This Agreement shall be construed in accordance with, and the rights of the parties shall be governed by, the laws of England, specifically excluding the provisions of the 1980 UN Convention on Contracts for the International Sale of Goods.
10. **NO WAIVER.** No failure by either party to exercise and no delay in exercising any right, power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.
11. **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY PRODUCT, INCLUDING ANY SOFTWARE DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER PRODUCT, SOFTWARE OR OTHER MATERIALS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. SELLER'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PRICE PAID BY BUYER FOR PRODUCTS SOLD HEREUNDER.**
12. **MINIMUM ORDER CHARGE.** Seller will impose a minimum order charge of £160.00 sterling, \$250.00 US Dollars or 250.00 Euros.
13. **PROPRIETARY INFORMATION.** The Product or Services to be supplied are of a proprietary nature and any information or data supplied shall not be duplicated, disclosed or disseminated to third parties by the Buyer without the prior written permission of Seller. All proprietary rights vesting in Seller, or its suppliers, for the Product supplied shall be observed and protected by the Buyer.
14. **ASSIGNMENT.** Neither party may assign any of its right or obligation under the contract for sale without the prior written consent of the other party. Any assignment made in violation of this condition shall be null and void.
15. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999.** No term contained herein is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Agreement (including any employee, officer, agent, representative or subcontractor of either Party).
16. **ENTIRE CONTRACT.** These General Conditions of Sale together with any attached Additional Terms and Conditions shall comprise the exclusive terms, conditions and agreements of the parties respecting sale of Product or Services described herein, and supersede any provisions on the face and reverse side of Buyer's order or any prior agreement inconsistent with the provisions hereof. Acceptance by Buyer of such Product or Services covered hereunder shall, absent a contrary agreement in writing signed by Seller, constitute acceptance of these General Conditions of Sale. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.

Form 353 UK V2.0  
(Service Centre Terms and Condition of Sale)