CUSTOMER CONTRACT REQUIREMENTS
AHWCS
CUSTOMER CONTRACT 4054248

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

4054248 Special Provisions .
12 Compliance with site rules.

The SELLER shall indemnify the BUYER's customer and Shipyard against any damages, losses or injury suffered by the SELLER, its subcontractors or their personnel as a result of their presence on BUYER's customer's or Shipyard's premises, unless It is caused by gross negligence or wilful misconduct by the BUYER's customer or Shipyard.

13 Counterfeit protection

13.1. **Warranty and restricted sourcing**. The SELLER warrants that all Deliverables it delivers shall be free from counterfeit products or components The SELLER shall only purchase components and spare parts directly from an OEM, from authorized (i.e. franchised) distributors or from authorized (i.e. franchised) aftermarket manufacturers, unless it obtained the express prior written approval by the BUYER. If the SELLER requests the BUYER's approval, the SELLER shall submit compelling evidence that, and Implement all such measures and take such actions as are necessary to ascertain that, the Deliverables and all its components are new, unused and authentic. The SELLER shall promptly notify the BUYER giving all details of any inability or unwillingness of a Supplier to comply with this Clause 13.

13.2. **OEMs and traceability**. The SELLER shall ensure the availability of all Certificates of Conformity and related documentation Issued by OEMs for all applicable parts and components and shall, upon request, provide the BUYER with a copy. The SELLER shall implement and maintain a method of traceability ensuring tracking of the supply chain to every OEM, authorized distributor and aftermarket manufacturer tor each Deliverable and every component

13.3. **Incapability to certify origin**. If the SELLER establishes that the origin of any of the directly and indirectly obtained (parts of) Deliverables might not entirely be certified by Certificates of Conformity issued by OEMs, the SELLER shall notify the BUYER and issue a Supplier Change Request. Unless the BUYER has approved a deviation from Section 13.3, the SELLER shall suspend performance of a purchase order. In case of approval of the Supplier Change Request, the SELLER shall reflect the details of such deviation on the Certificate of Conformity. The SELLER shall impose these requirements on its Suppliers and procure that their suppliers comply with the requirements as well.

13.4. **Remedy upon violation**. The SELLER shall promptly replace all counterfeit Deliverables with Deliverables acceptable to the BUYER. If the warranty In Section 13.2 Is Incorrect in respect of certain Deliverables and in case of any breach of Section 13.2, such incorrectness or breach shall be deemed to constitute a breach of contract. Notwithstanding the previous sentences, counterfeit Deliverables may be impounded by the BUYER.

13.5. **Crime reporting**. The BUYER may notify and hand over the counterfeit Deliverables to the government authorities and withhold payment for those Deliverables pending the results of any Investigation.

13.6. **Non-exclusiveness of remedies**. The exercise of any rights or remedies by the BUYER under this Clause 13 shall be without prejudice to any other rights or remedies available to the BUYER under this Contract or the applicable law

33 User Rights and Software and Firmware License

33.1. The SELLER hereby guarantees the BUYER, the Buyer's Customer and the End User the complete and free use of Goods delivered and services to be performed by the SELLER under this Contract.

33.2. The licenses or permits required by the authorities of the countries of the SELLER and its Suppliers, in relation to the Contract, shall be the responsibility of the SELLER.

33.3. The SELLER shall grant to the BUYER, the Customer and the End User a nonexclusive, non-transferable and irrevocable run time license for use by the End User, Customer and BUYER of the software and Firmware delivered under this Contract in accordance with this Clause 33.

33.4. The run time license to use the software entitles the BUYER, the Customer and the End User to:

- Make copies of the software in machine readable form for emergency backup, fall back and archiving,
- Load and execute the software on the SUBSYSTEM and the local test and training system,
- Make copies of the accompanying documentation for its own use only