

**CUSTOMER CONTRACT REQUIREMENTS**  
**Chinook (CH047)**  
**CUSTOMER CONTRACT 8016100273**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

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

**DEFINITIONS**

"Aircraft" means the aircraft designated as CH-47 Chinook Helicopter to be delivered under Buyer's Prime Contract to Buyer's Customer.

"Stock items" means Spares, Repair Parts, Consumable Materials or Raw Materials.

"Suspect part" means a part which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the supplier or manufacturer and may meet the definition of counterfeit part provided below.

"Counterfeit part" means an unlawful or unauthorized reproduction, substitution, or alteration that has been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified electronic part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorized aftermarket manufacturer. Unlawful or unauthorized substitution includes used electronic parts represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

Examples of counterfeit parts include, but are not limited to:

- (i) Electronic parts which do not contain the proper internal construction (die, manufacturer wire bonding, etc.) consistent with the ordered part;
- (ii) Electronic parts which have been used, refurbished or reclaimed, but represented as new product;
- (iii) Electronic Parts which have not successfully completed the Original Component Manufacturer's (OCM)'s full production and test flow, but are represented as completed product;
- (iv) Electronic Parts sold as upscreened parts, which have not successfully completed upscreening; or
- (v) Electronic Parts sold with modified labelling or markings intended to misrepresent the part's form, fit, function or grade.

Electronic Parts which have been refurbished, upscreened, or uprated and have been identified as such, are not considered counterfeit.

**COUNTERFEIT PARTS**

Seller agrees that it shall be solely responsible for ensuring that only new and authentic materials are used in the Goods. Seller shall only purchase electronic parts directly from Original Component Manufacturers (OCMs), OCM franchised distributors, authorized aftermarket manufacturers, or sources deemed acceptable by Seller in accordance with SAE AS5553. Use of product that was not provided by these sources is not authorized unless first approved in writing by Buyer. Seller must present compelling support for its request (e.g. OCM documentation that authenticates traceability of the parts to the OCM), and include in its request all actions to ensure the parts thus procured are authentic/conforming parts. For Goods (or part thereof) that are procured from Independent Distributors, Seller shall establish and implement test and inspection activities necessary to assure the authenticity of the Goods delivered.

Seller shall maintain a method of item traceability that ensures tracking of the supply chain back to the OCM of all electronic parts included in the Goods being delivered per this contract.

Seller shall notify Buyer upon any subsequent discovery of counterfeit parts in the Goods. In the event that Buyer discovers suspect

parts or counterfeit parts, Buyer shall notify Seller and Seller shall within 30 days, establish to the satisfaction of Buyer, its plan for determining the authenticity of the alleged parts, including its plan to replace the same if necessary to maintain the expected life of the part or the airworthiness of the Aircraft. Seller shall be solely responsible for replacing the counterfeit parts at no additional cost to Buyer.

Any Goods or any part or unit thereof is made redundant and PROVIDED that the Goods were procured from Seller, Seller shall provide to Buyer new or reworked parts to replace any unused stock items in Buyer or Buyer's customer's inventory without charge. All redundant parts shall become the property of Seller.

Seller shall provide the required labor and technical assistance to carry out the necessary rectification, the removal of the counterfeit part(s) of the Goods and to conduct the necessary tests required for the acceptance of the rectification, without additional cost to Buyer, in addition to being liable to Buyer for any costs, expenses or damage incurred by Buyer as a result of the counterfeit part(s).

#### **SUPPLY SUPPORT GUARANTEE**

If Seller decides to discontinue the manufacture of any Stock items Seller shall use reasonable efforts to give Buyer one (1) year prior written notice of the proposed discontinuance to permit the purchase of such Stock items, either to allow Seller to make satisfactory arrangements with a third party to establish a continuing source of equivalent Stock items, without degrading the performance of the System or affecting the interoperability or interchangeability of the major Assembly, Subassembly

#### **PROPRIETARY INFORMATION AND DATA**

Seller hereby grants to Buyer's Customer a royalty free, irrevocable, worldwide, perpetual, non-exclusive licence to use, modify and reproduce all Foreground IP all Background IP which is required to be delivered under this Contract so as to enable Buyer's Customer or a third party on behalf of Buyer's Customer:

- (a) use, repair, conduct training, maintain, refurbish, adapt, perform minor modifications, integrate and dispose of the Aircraft, Goods and Documentation and to do anything necessary or incidental for those purposes and for Buyer's Customer's defence purposes; and
- (b) in the event of termination of the Contract for Default, to complete the supply of the Aircraft, Goods and Documentation.

Seller shall reasonably endeavour to make contractual arrangements with its Subcontractors so that Buyer's Customer acquires a licence for the right to use, modify or reproduce Subcontractor Foreground IP and Background IP to the same extent as indicated herein.

#### **DANGEROUS GOODS DECLARATION**

Where, as a result of design development or modification of the Goods, materials defined as Dangerous Goods of Class 1 to 9 according to United Nations' Recommendations on the Transport of Dangerous Goods Model Regulations ST/SG/AC.10/1/Rev1.1 are included in the Goods, Seller shall complete the Dangerous Goods Declaration Form (Annex M). Seller shall submit the declaration form to Buyer within three (3) months of such inclusion and not later than twelve (12) months before the delivery of Goods.

#### **WORKPLACE SAFETY & HEALTH ACT**

If Seller will be working on the premises of Buyer's Customer, Seller, its employees, agents and subcontractors shall comply with the provisions of the Workplace Safety & Health Act of Singapore and the regulations and codes of practice issued thereunder.

#### **GIFTS, INDUCEMENTS OR REWARDS**

Buyer may terminate this Contract if Seller or any person employed by him or acting on his behalf (whether with or without Seller's knowledge) has done any act or omission which contravenes any law for the suppression of corrupt practices. Seller shall be liable for any costs, expenses or damage incurred by Buyer as a result of the aforesaid actions and/or termination of the Contract under this clause.

For the purpose of this clause, the offering or payment of monetary remuneration as agency fees to Seller's officially appointed agents in the Republic of Singapore shall not be construed as being a contravention of this clause.

**CONFIDENTIALITY AND SECURITY**

Except with the consent in writing of Buyer, Seller shall not disclose the Subcontract or any purchases made in this Contract or any provisions thereof or any information issued or furnished by or on behalf of Buyer in connection therewith to any person, except to Seller's employees or contract labor personnel including Seller's sub-contractors on a need to know basis.

In addition to the foregoing, Seller shall not make use of any information obtained directly or indirectly from Buyer or compiled or generated by Buyer in the course of this Subcontract which pertains to or is derived from such information, other than use for the purposes of this Subcontract, without the prior written consent of Buyer.

Seller shall not publish or release, nor shall it allow or suffer the publication or release of, any news item, article, publication, advertisement, prepared speech or any other information or material pertaining to any part of the obligations to be performed under the Subcontract in any media without the prior written consent of Buyer. Notwithstanding the foregoing, Seller may announce or publish on the Subcontract award, with prior co-ordination with Buyer on the announcement.

Should classified information or materials is required for the performance of the Subcontract, Seller shall comply with the Security Undertaking for Subcontract as set out in Buyer's Prime Contract and the Industrial Security Manual as issued by Buyer's Customer. These documents will be provided to Seller subject to the applicability of this clause.

Prior to any Subcontractor or employee commencing work, Seller shall make contractual arrangements which contain obligations functionally equivalent to this entire Clause 5.