

**CUSTOMER CONTRACT REQUIREMENTS**  
**F-15K A/C Spares**  
**CUSTOMER CONTRACT KFX-DAPA-93AM07A32**

CUSTOMER CONTRACT REQUIREMENTS

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

**1. ANTIBRIBERY PROVISIONS RELATING TO THE REPUBLIC OF KOREA**

a. The Seller hereby affirms that any individual, officer, director, or employee, or agent of the Seller has not made any payment to any official or employee of the Republic of Korea or any person acting in an official capacity for the purpose of improperly obtaining award of this Contract.

b. The Seller further ensures that any bribery shall not be made or promised by the Seller with corrupt intent for the purpose of improperly performing its obligations set forth in this Contract.

c. If the Seller violates the provisions of the preceding Paragraph 1 and/or 2, the Buyer shall have the right to terminate this Contract or any part thereof.

d. The Seller fully recognizes that the Seller's violation of the provisions of the above Paragraph 1 and/or Paragraph 2 shall be the subject of criminal enforcement actions under the Criminal Law of the Republic of Korea .

e. The term "any payment" used in the above Paragraph 1 means paying, offering, or promising to pay (or authorizing to pay or offer) money or anything of value. And the term "bribery" used in the above Paragraph 2 is the act of offering a bribe prescribed in Article 133 of the Criminal Law of the Republic of Korea.

**2. LIQUIDATED DAMAGES FOR DELAYED DELIVERY**

a. In case the Seller fails to deliver any Goods and/or services within thirty (30) working days after the the stipulated delivery date, Seller shall, upon receipt of written notice form Buyer, pay to Buyer liquidated damages as set forth in the following paragraph.

b. The liquidated damages shall be calculated at the rate of one-fifteenth of one percent (0.15%) per day (within thirty (30) working day grace period). the total liquidated damage amount for any delinquent item shall not exceed ten (10) percent of the unit price of each commodity delayed.

c. Buyer expressly allows for delayed shkpment or delivery as required by the Contract for a period of an additional thirty (30) working days, which shall be considered a grace period for which no liquidated damages penalties shall be assessed. However, if the delay period exceeds thirty (30) working days, liquidated damages shall be calculated from the first day following the scheduled delivery period stipulated in the Contract. The amount of the liquidated damages shall be deducted from the payment due to Seller.

**3. FORCE MAJURE**

a. In accordance with General Provisions Article, Force Majeure, Seller shall notify Buyer in writing within 10 days after the beginning of any such cause. The notification shall be attached by a written confirmation of the occurrence of the Force Majeure event issued by the Chamber of Commerce or a similar independent 3rd party in the locatin where the event occurred. The notificaiton shall indicate that: the Seller could not reasonably foresee occurrences of Force Majeure event at the time of execution of the Contract, and that the Seller could not control the failure of or the delay in delivery of the deliverable(s) due to such Force Majeure event.

**4. MAINTENANCE OF SECRECY**

a. The Seller hereby warrants that any data or information concerning or relating to the Contract shall not be disclosed without the prior permission in writing of Buyer except as necessary to obtain US or Korean Government liceses, permits or approvals, as may be necessary for the performance of this Contract. Seller shall protect data or information concerning or relating to this Contract from unauthorized disclosure.

b. Any documents or cables or telexes in relation to and in connection with this Contract, whether or not marked "Confidential" therein, shall not be divulged in any way and shall not be disclosed or released to any other unauthorized person or corporation.