

CUSTOMER CONTRACT REQUIREMENTS
Saudi Rotorcraft Support
CUSTOMER CONTRACT SRSC-0001

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

1. PROPERTY.

(a) Subject to Section 1(b):

(i) Seller shall clearly mark and keep segregated or identifiable all of Buyer's Customer's property that it may receive in connection with the performance of the Services hereunder. Except upon Buyer's or Buyer's Customer's prior written consent, Seller shall solely use such property in connection with its and its subcontractors' performance of the Services hereunder.

(ii) Seller shall, and ensure that all of its subcontractors shall, in each case, at all times use suitable precautions to prevent any damage, loss or destruction to any property of Buyer's Customer received in connection with the Services hereunder. If any such property is damaged, lost or destroyed: (x) Seller shall promptly notify Buyer's Authorized Procurement Representative thereof in reasonable detail, including the circumstances that led to the damage, loss or destruction, as the case may be; and (y) notwithstanding anything to the contrary herein, if the loss, damage or destruction of such property was caused by Seller's or any of its subcontractors' willful acts or negligence or by Seller's failure to comply with the immediately foregoing clause of this Section, then Seller shall, at no cost to Buyer's Customer, promptly reimburse Buyer's Customer for such damage or repair or otherwise repair or replace such property.

(iii) Upon termination of this Contract or the applicable Contract pursuant to which Seller has received any property of Buyer's Customer, Seller shall deliver such property, to the extent not incorporated in delivered Goods, to Buyer in good condition subject to ordinary wear and tear.

(b) To the extent that Seller uses U.S. Government property, either furnished to or acquired by Seller under this Contract, in the performance of the Services hereunder, Seller shall manage such property in accordance with FAR 52.245-1 (APR 2012), as amended or restated from time to time. To the extent that Seller uses property of a Government Authority other than the U.S. Government, either furnished to or acquired by Seller under this Contract, in the performance of the Services hereunder, the provisions of Section 1(a) shall apply.

2. COMPLIANCE WITH LAWS.

Seller shall (i) comply with all applicable laws relating to anti-corruption or antibribery, including but not limited to the Saudi Arabian Anti-Bribery Regulations and any legislation implementing the Organization for Economic Co-operation and Development "Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" (the "OECD Convention") and all other anti-corruption/anti-

bribery conventions; (ii) comply with the requirements of the Foreign Corrupt Practices Act, as amended (15 U.S.C. §§78dd-1, et. seq.) (“FCPA”) and the UK Bribery Act 2010, regardless of whether Seller is subject to jurisdiction of the United States or the United Kingdom; (iii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value received from Buyer to a public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and (iv) comply with the requirements of the Saudi Arabian Anti-Bribery Regulations.

3. INSURANCE.

For the duration of this Contract and for a period of six (6) years thereafter, Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance, employer’s liability insurance, and motor liability insurance for employee business travel. Each insurance policy shall be sufficient to cover the liabilities that may arise under or in connection with this Contract and shall be not less than the minimum limit required by applicable law. Seller shall, at any other time on Buyer’s reasonable request, produce evidence in a form acceptable to Buyer that the insurances that Seller is required under this Contract to maintain are in force and that the premiums for such insurances are paid in full. Seller shall ensure that its subcontractors comply with the insurance requirements set forth in this Section.