

## E/M COATING SERVICES UK STANDARD TERMS AND CONDITIONS OF BUSINESS

E/M Coating Services, a business unit of Curtiss Wright Surface Technologies. (hereinafter referred to as E/M) acknowledges this order, or presents this quotation (as appropriate), subject to the terms and conditions which follow:

1. ORDER ACKNOWLEDGEMENT - The acknowledgement and/or acceptance of any order by E/M is subject to satisfactory credit investigation and approval.
2. All orders are subject to these terms and conditions and no variation will be accepted thereto unless agreed in writing by an officer of E/M. Purchaser accepts these conditions and acknowledges that they shall prevail in the event of any conflicting or inconsistent provisions submitted by or on behalf of Purchaser notwithstanding anything to the contrary contained in such provisions.
3. TERMS AND CONDITIONS - All prices are net 30 days commencing from date of invoice; without cash discount unless otherwise specified by E/M, and no set offs or counterclaims allowed unless approved in writing by E/M. E/M reserves the right to establish open account terms and limits as well as cash before shipment or C.O.D. terms when it deems it advisable to do so. In addition to the prices specified, Purchaser agrees to pay any national or local excise, sales, use, occupational, value added, customs duties, or similar tax now in force or to be enacted in the future, assessed against E/M or purchaser by reason of this transaction. All shipments at the risk and expense of said Purchaser are made ex-works E/M's plant at which the work was processed, unless otherwise specified. Purchaser agrees to assume freight charges and risks of transportation, including delay, damage, and loss, unless otherwise specified by E/M. E/M will use the same packaging as provided by Purchaser unless otherwise specified by E/M. In the absence of specific instructions, E/M reserves the right to select a carrier and to specify the routing of all shipments. If shipment is delayed by Purchaser, date of readiness for shipment shall be deemed date of delivery for invoice payment purposes. E/M reserves the right to charge interest on overdue payments for the period of the delay at the rate per annum of twenty per cent or 4% above the base rate of Barclays Bank Ltd. for the time being, whichever is the higher. Where shipment of completed goods is delayed by Purchaser to a date of more than 30 days beyond the date of readiness for shipment then E/M reserve the right to charge for storage of the goods.
4. WARRANTY – E/M work that is found to be defective or that fails to conform to the requirements of the order will be corrected or reformed by E/M, or E/M may, at its option, refund the related E/M processing price paid by Purchaser. Any claim must be presented within a reasonable time after delivery of the item or items worked on by E/M, and in any event within 60 days thereof. E/M must be given a reasonable opportunity to inspect, and the item or items must not be returned except with E/M permission and then at the risk of Purchaser. Purchaser will meet the cost incurred by or on behalf of E/M for any claim which is not within the terms of the warranty. This warranty is void and E/M will have no liability hereunder as to any item reworked without E/M approval or as to any item which Purchaser believes to be defective yet incorporates into a larger assembly without E/M approval. Except as modified by specific written agreement between E/M and Purchaser, the foregoing constitutes PURCHASER'S EXCLUSIVE REMEDY for deficiencies in the work performed by E/M, or the results thereof, and for any damage to or impairment of the item or items worked on or to be worked on by E/M or of an assembly of works or goods of whatsoever nature into or onto which such item or items may be incorporated, and E/M shall not be liable to Purchaser for any other claims or damages of any nature whatsoever, whether direct, consequential or incidental. Purchaser accordingly acknowledges that except as expressly set out herein, all warranties conditions or representations whether express, implied, statutory or otherwise, and whether arising hereunder or under any previous order or in any statements made by or on behalf of E/M are hereby overridden and excluded.
5. DELIVERY SCHEDULES - Delivery schedules forming part of this order are projected from the date of receipt of material, except that if processing information, including necessary blueprints, specifications, and any other information necessary, has not been received by E/M, then the delivery schedules shall be projected from the date of receipt of such information. E/M shall not be liable for failure to deliver or delays in delivery or failure to perform work or services occasioned by fire, explosion, breakdown of machinery or equipment, riots, strikes, labour disputes, governmental acts and regulations, inability to obtain material, services or shipping space, or any other cause beyond its reasonable control. In the case of deliveries scheduled to be made over an extended period, the price to be paid shall be that in effect at the time of the shipment.
6. VARIATIONS IN QUANTITIES – E/M reserve the right to make partial shipments. Each such shipment shall be a separate transaction and payment shall be made accordingly.
7. SHORTAGES - Claims for shortages must be made within ten(10) days of receipt of shipment and E/M will not be responsible for any claims for shortage not reported within that period.
8. CHANGES - Changes in the work to be performed or any other terms of the order may be made only upon the Purchaser's written order and the written agreement of E/M. If such changes cause an increase or decrease in the amount due under the order, or the time required for its performance, an equitable adjustment shall be made and the order modified accordingly. Any changes in drawings, materials or design of the parts, units, tools, fixtures or processes which affect costs will be subject to an equitable adjustment. An order to stop certain work, indefinitely or for a stated period of time, shall be deemed a change under this paragraph.
9. TERMINATION - Orders cannot be partially or wholly terminated, cancelled, or modified or releases held up by the Purchaser after material has been ordered or parts are in process or finished, except with E/M's written consent and subject to conditions then to be agreed upon which shall indemnify E/M against loss.
10. DEFAULT - Performance by E/M may be terminated, wholly or in part, for default only if, prior to receipt by E/M of notice of termination, E/M has received notice in writing specifying such default, and such default is not excusable under paragraph 4 hereof or under any other provision of this order, and such default has not been remedied, within thirty (30) days of receipt by E/M of such notice of default. Delivery of defective work by E/M shall give a Purchaser the rights set forth in paragraph 3 hereof but shall not be deemed a default for purposes of termination. In the event of termination for default, Purchaser shall be relieved of the obligation to pay for work not performed by E/M prior to the date on which termination became effective. However a default on E/M's part shall not subject E/M to liability, through payment by E/M, set off or otherwise, for any damages, whether direct, consequential or incidental, and whether sought under theories of contract or tort.
11. ASSIGNMENT - Neither this order or any claim against E/M arising directly or indirectly out of or in connection herewith shall be assignable by Purchaser or operation of law except with the written consent of E/M.
12. PATENTS, INVENTIONS, TECHNICAL DATA, INTELLECTUAL PROPERTY - Purchaser does not and shall not acquire ownership or any rights in E/M patents inventions and/or technical data or intellectual property under this order, regardless of when such patents, inventions and/or technical data may be or have been issued, conceived, generated or produced. All E/M patents, trademarks, inventions, copyrights, information and/or technical data, intellectual property or similar rights of E/M and all rights therein and there to are reserved by E/M and the same shall not be reproduced, used or disclosed (as the case may be) by Purchaser for any purpose whatsoever without E/M's written permission. Under this order the purchaser shall not acquire rights of access to E/M's business premises.
13. SCRAP ALLOWANCE - Unless otherwise specified in its quotation, E/M will require a two percent (2%) scrap allowance based on quantity of parts received.
14. LIMITATION OF LIABILITY - Except as otherwise specifically set forth in this order, E/M's liability for any deficiency of any nature whatsoever in its performance under this order or the results of such performance shall not exceed the price paid by the Purchaser for the processing work carried out by E/M. This limitation applies regardless of the cause of the deficiency, be it negligence on the part of E/M and/or any one or more of its employees, or otherwise. In no event shall E/M be liable for loss of profits, loss of use or other consequential damages.

15. DEFICIENT PURCHASER FURNISHED PARTS AND/OR MATERIALS – E/M will notify Purchaser following discovery that any parts and/or materials furnished by Purchaser are defective or have been damaged. Any E/M responsibility for further loss, damage, destruction or deterioration of such parts and/or materials shall thereupon cease, and all risk of further loss, damage or destruction or deterioration shall pass to Purchaser. E/M shall be entitled to charge Purchaser for storage of such parts and/or materials if they have not been removed from E/M premises within ten (10) days after E/M gives the aforesaid notice.

16. INDEMNITY - Purchaser agrees to indemnify E/M against any loss, damage, death or injury caused by or rising out of the Purchaser's negligence or the material supplied by the Purchaser.

17. SEVERABILITY - These terms and conditions are severable and, in the event any of these conditions are held to be unenforceable or void, the other terms and conditions shall remain in full force and effect.

18. GOVERNING LAW - All orders are subject to and shall be governed by the Laws of England.