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TERMS AND CONDITIONS OF PURCHASE

- i. **DEFINITION:** A supplier is one that sells goods or / and services to TECHNIPRODEC LTD.
- ii. **PURPOSE:** The supplier agrees to sell its goods or services under the terms and conditions mentioned in this document.
- iii. **ACCEPTANCE:** The Supplier represents and acknowledges to have read, accepted and be fully satisfied with the following terms and conditions mentioned in this document. The supplier declares that any order accepted binds to the terms and conditions of purchase hereof.
- iv. **PRICE:** The supplier guarantees that the price indicated on the order is the only price applicable hereunder. Any changes requested by TECHNIPRODEC LTD and causing a price increase will be borne by TECHNIPRODEC LTD, following a prior written acceptance of TECHNIPRODEC LTD.
- v. **DELIVERY:** The supplier must indicate on the delivery orders, the line numbers corresponding to the TECHNIPRODEC LTD internal order. All required certificates are required upon delivery of the order. The supplier can never exceed or reduce the quantity ordered without a written authorization of TECHNIPRODEC LTD.
- vi. **DOCUMENTATION:** All required certificates are required upon delivery of the order. For imports, the full description of the product, its tariff code (HS number) and your tax number must be added. All documentations related to the import should also be included (delivery order, commercial Invoice, B13A and NAFTA if required).
- vii. **BILLING:** The quantity, quality and price charged must fully match the items listed on the purchase order form.
- viii. **INSPECTION:** All goods and services are subject to inspection, the inspection can take place throughout the manufacturing process. The inspection and approval by TECHNIPRODEC LTD of any goods and / or services will therefore not preclude that TECHNIPRODEC LTD will reject the goods and / or services for fault discovered during a subsequent inspection. All costs incurred by TECHNIPRODEC LTD relative to the return of rejected goods or repair for default are the sole responsibility of the supplier.
- ix. **CHANGE:** Following the approval by TECHNIPRODEC LTD of a FAI (First Article Inspection) made by the supplier, the supplier undertakes to make no change in its manufacturing process without prior agreement of TECHNIPRODEC LTD.
- x. **NON-COMPLIANCE:** The supplier must notify TECHNIPRODEC LTD of any non-conforming product and obtain approval of TECHNIPRODEC LTD for the disposal of non-conforming product.
- xi. **ACCESS RIGHT:** The provider allows TECHNIPRODEC LTD, customers and all regulatory authorities to have access to production sites and access to information on record of their purchase orders. The supplier shall keep this information for a minimum of 10 years. The provider allows TECHNIPRODEC LTD, customers and all regulatory authorities to check at any time that products

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and / or services rendered are in compliance with the requirements of international standards ISO 9001, AS9100 and NADCAP.

- xii. **WARRANTIES:** Supplier certify that the goods and / or services comply with specifications and other descriptions provided by TECHNIPRODEC LTD. That they are made with approved quality materials by a qualified workforce, that they are free of defects, that they are brand new and unused and are free of any rights, privileges and guarantees. The supplier undertakes to replace all defective goods and / or services. The supplier warrants that the goods and / or services do not violate the intellectual property of anyone. The supplier also guarantees that the goods they design are defect-free and are suitable for TECHNIPRODEC LTD intended usage. The approval by TECHNIPRODEC LTD design provided by the supplier does not relieve the supplier of its obligation under this warranty. This warranty will be effective for all the normal lifespan of the goods and / or services. The supplier must pay all costs related to the return of goods to the supplier due to breakage guarantee and assume all risk of loss or damage to goods during transportation. This warranty is to the benefit of TECHNIPRODEC LTD, his successors, his customers and users of its products. The inspection or use of the goods does not affect the warranty. This supplier warranty is additional to the guarantee that the seller already have by law.
- xiii. **MODIFICATIONS:** TECHNIPRODEC LTD reserves the right to make changes to any orders. Any differences in price or timing at the end of such a change will be adjusted fairly by TECHNIPRODEC LTD. All changes must be made in writing and duly accepted by an authorized representative of TECHNIPRODEC LTD.
- xiv. **INSURANCE:** The provider declares to hold a liability and damage insurance for an amount sufficient to protect against any risks related to the goods and / or services selling to TECHNIPRODEC LTD. At the request of TECHNIPRODEC LTD, the supplier must provide a insurance certificate.
- xv. **INDEMNIFICATION:** The supplier agrees to hold harmless and indemnify TECHNIPRODEC LTD for any damages, losses, claims, injuries, death, liabilities, and expenses (including attorneys' fees) in respect of any acts or omissions of the supplier or by any of his affiliated.
- xvi. **COMPENSATION:** TECHNIPRODEC LTD may apply any compensation in respect of amounts that may be due to TECHNIPRODEC LTD by the supplier.
- xvii. **NON-WAIVER:** The silence of TECHNIPRODEC LTD, negligence or delay in exercising any of his rights or remedies granted to him under the contract should not be interpreted as a waiver of its rights and remedies.
- xviii. **HEALTH, SAFETY AND ENVIRONMENT:** Supplier represents to comply with all applicable laws on health and safety at work and is committed to comply at all times with the safety provisions imposed by TECHNIPRODEC LTD. The Supplier states also to comply with all applicable environmental laws. The supplier shall treat with the greatest vigilance any hazardous materials or contaminants and dispose them in accordance with applicable laws and regulations. The Supplier state that personnel are aware of their contribution to our product conformity, product safety, prevention of use of counterfeit parts and importance of ethical behaviors.

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- xix. **FORCE MAJEURE:** If the provider is unable to perform its obligations due to force majeure, the performance of its obligations is suspended for the period that lasts the event of force majeure. However, TECHNIPRODEC LTD reserves the right to cancel the orders in question without being in default hereunder.
- xx. **TRANSFERT:** Supplier will not transfer its rights and obligations hereunder without the prior written consent of TECHNIPRODEC LTD.
- xxi. **COMPLIANCE WITH LAWS:** The supplier guarantees that all goods / or services sold and rendered hereunder are manufactured, produced and sold in accordance with applicable laws and regulations.
- xxii. **GOVERNING LAW:** This contract, its interpretation, execution, application, validity and effects are subject to applicable laws in the province of Quebec.
- xxiii. **JURISDICTION:** The parties agreed to choose the judicial district of Montreal, Province of Quebec, Canada as competent jurisdiction for any claims or lawsuits hereunder.
- xxiv. **PROHIBITED PROVISION:** When the contract contains a prohibited provision, all other provisions shall remain in force and continue to bind the parties.
- xxv. **TERMINATION FOR OBSTRUCTION:** TECHNIPRODEC LTD may cancel his orders without liability if the supplier does not meet the terms and conditions stipulated herein.
- xxvi. **TERMINATION:** In addition to other rights, TECHNIPRODEC LTD may cancel any orders in whole or in part, upon written notice to the supplier. If, upon such termination supplier is not in default under any of the terms and conditions hereof, LTD TECHNIPRODEC shall pay to the supplier the amounts due to him on presentation of related invoices.
- xxvii. **CONFIDENTIALITY AGREEMENT:** By accepting this order, you represent that you have read and that fully accept our confidentiality agreement.
- xxviii. **SUPPLIERS WORKING ON BELL U.S. GOVERNMENT CONTRACT:**
Are required to comply with the following Bell's Terms & Conditions.

FAR 52.246-4 Inspection of Services
FAR 52.219-9 Small Business Subcontracting Plan
FAR 52.211-15 Defense Priority and Allocation Requirements
FAR 52.247-63, and -64 Preference or U.S. Flag Air Carriers and Privately Owned U.S. Flag Commercial Vessels
FAR 52.226-50 Combating Trafficking in Persons
DFRAS 252.204-7012 Safeguarding Covered Defense information and Cyber incident Reporting.
- xxix. **SUPPLIERS WORKING ON UNITED TECHNOLOGIES AEROSPACE SYSTEMS (UTAS)**
All manufactures, supplier and processors are required to follow Quality requirements from LS-SBU-001-SQA and UTC Aerospace Supplier Quality Requirements ASQR-01.
UTAS Requirements (**ASQR-01/UTAS-SCM-PRO-0003/LS-SBU-A001-SQA**)
and also SPP Quality Requirements (**AQ-109/110/112/125/833**)