



## GENERAL TERMS AND CONDITIONS

This Order is subject to the following terms and conditions:

### SECTION I- TERMS AND CONDITIONS OF PURCHASE OF ITEM(S)

**1. ACCEPTANCE OF ORDER:** This order (hereinafter "Order") is the offer of Intertrade Limited, a wholly owned subsidiary of Rockwell Collins, Inc., (hereinafter referred to as "Intertrade") to Seller. Acceptance is strictly limited to its terms. Intertrade shall not be bound by and specifically objects to any term or condition whatsoever that is different from or in addition to the terms and conditions of this Order, whether or not such term or condition will materially alter this Order. Seller's commencement of performance or acceptance of this Order in any manner shall conclusively evidence agreement to this Order as written.

**2. SHIPPING TERMS:** All item(s) (hereinafter "Item(s)") shall be shipped on a "freight on board" (FOB) basis using Intertrade provided shipping account. Such costs or charges shall not be billed to Intertrade or included on Seller's invoice (even if prepaid by Seller) unless otherwise specified or agreed to by Intertrade in writing. Seller must follow Intertrade's routing instructions as specified in a letter of instruction from Intertrade's Traffic Department. Each case or parcel shall be accompanied by applicable documentation as detailed on the agreed upon Purchase Order and must show Intertrade's Agreement. If no packing list accompanies the shipment, Intertrade's count will be conclusive on Seller. Item(s) furnished in quantities other than that specified by Intertrade on the Order are subject to Intertrade's rejection and return at Seller's expense. Late deliveries are subject to Intertrade's rejection and return for credit at Seller's expense.

**3. PACKAGING AND EXTRAS:** No charges will be allowed for transportation, packaging, packing, or returnable containers unless stated in this Order. Damage to any Item(s) resulting from improper packaging will be charged to Seller.

**4. SPECIFICATIONS:** All Item(s) ordered to specifications shall comply with such specifications current as of the date of this Order unless otherwise specified by Intertrade. Supplier shall flow down applicable Item specifications, descriptions and requirements to sub-tier suppliers including key characteristics as required.

**5. PAYMENT:** All payments for Item(s) delivered to Intertrade hereunder shall be made by Intertrade to Seller in accordance with the terms and conditions of this Order. Payment shall be made on a paid from receipt basis according to the information set forth on the required documents of the Purchase Order which must be enclosed by Seller with the Item(s). Such information may include, without limitation, the Order number, part number or description, pricing, and total quantities, which information Intertrade will verify for payment upon receipt of such Item(s). Accordingly, unless otherwise specified and agreed to with the Intertrade's purchasing representative, Seller agrees that **(A) SELLER SHALL NOT SUBMIT**



**ANY STATEMENTS OR INVOICES TO INTERTRADE; (B) Intertrade MAY IGNORE ANY STATEMENTS OR INVOICES WHICH ARE SENT TO INTERTRADE RELATING TO THIS ORDER AND (C) SELLER HEREBY FULLY WAIVES, RELINQUISHES AND RELEASES INTERTRADE FROM, AND AGREES TO INDEMNIFY AND HOLD HARMLESS Intertrade AGAINST, ANY AND ALL POTENTIAL CLAIMS OR CAUSES OF ACTION FOR AN “ACCOUNT STATED”, AND/OR ANY AND ALL OTHER CLAIMS OR CAUSES OF ACTION WHATSOEVER WHICH IN ANY MANNER ARISE OUT OF, OR IN CONNECTION WITH, ANY FAILURE OR REFUSAL BY INTERTRADE TO REVIEW, OR RESPOND TO, ANY STATEMENT OR INVOICE RELATING TO THIS ORDER.**

**6. QUALITY OF PRODUCT/SERVICE:** Seller shall perform the Services hereunder in accordance with the highest professional standards currently recognized in the most relevant profession or industry. Seller shall be responsible for the professional quality, technical accuracy, completeness, and coordination of its Products/Services including, as applicable, without limitation, all reports, designs, drawings, plans, information, specifications, and other items furnished under this Agreement. Seller shall notify Intertrade if Seller fails to meet applicable professional or other standards or if there are any deviations in the service or Items description and quality and Seller shall, at no charge, correct or revise any errors, deviations or deficiencies in its Products/Services. Seller will notify Intertrade of any nonconforming Item or Service associated with any part associated with this order and obtain approval of the disposition of said Item. All special customer requirements are specified on this order. Seller shall reimburse Intertrade for all consequential damages and expenses associated with correcting any defect, failure, authenticity and conformance of the Item(s) including field support, logistics, repair, refurbishment, exchange and any other consequential costs associated with correcting the defect, failure, authenticity and conformance at either Intertrade’s location or at Intertrade’s Customer location(s) caused by Seller’s failure. Seller shall ensure personnel processing this order are competent and qualified. Seller shall ensure that personnel associated with product and services provided to Intertrade are aware of their contribution to the product or service conformity, their contribution to product safety and the prevention of unapproved or counterfeit parts, and the importance of ethical behavior.

**7. INSPECTION AND ACCEPTANCE:** All Item(s) provided pursuant to this Order by Seller or Seller’s subcontractors shall be subject to inspection and test at all reasonable times and places, including the period of manufacture, by Intertrade and Intertrade’s customers. All Item(s) are also subject to final inspection and acceptance at Intertrade’s facility or other specified place of delivery notwithstanding any payments or other prior inspections. Notwithstanding any other terms and conditions of this Order, Seller shall be responsible to correct, at its expense, all latent defects, which cannot be discovered by Intertrade through reasonable inspection methods or time of use.

**8. CANCELLATION/TERMINATION:** Intertrade shall have the right to cancel/terminate this Order or any part thereof at any time:

**8.1 For Convenience** – Intertrade shall have the right to cancel this Agreement or any part thereof at any time without cause and for its convenience upon providing Provider thirty (30) days written notice. In case of cancellation by Intertrade of all or any part of this Agreement for convenience, any cancellation



claim must be submitted to Intertrade within sixty (60) days after the effective date of cancellation and Intertrade's maximum liability shall be limited to the following:

- a. Payment for those Item(s) or Services already delivered and accepted by Intertrade plus the proportionate part of the unit price for those Item(s) in the process of manufacture, inspection, or test pro-rated to the state of their completion by Seller or the per diem rate for Services. Seller shall certify, with respect to all Item(s) of cancellation/termination inventory included in the cancellation/termination claim, the costs of which were taken into account in arriving at the amount of the cancellation/termination claim. Certification shall establish that all such Item(s) are properly allocable to the terminated portion of the Order, that such Item(s) are not in excess of the reasonable quantitative requirements of the cancelled/terminated portion of the Order and that such Item(s) do not include any Item(s) reasonably usable without loss to Seller on its other work.
- b. In no event shall Seller be entitled to any amount which, taken together with monies paid or owing under the Order, shall exceed the value of the cancelled/terminated Order.
- c. Seller shall have no claim for any damages, or loss of profit, arising out of any termination for convenience.

**8.2 For Cause** — Intertrade may by written notice to Seller, without prejudice to any other rights or remedies provided under this Order, by law or in equity, terminate this Order in whole or in part in any of the following circumstances:

- a. if Seller has been declared bankrupt, makes an assignment for the benefit of creditors, or is in receivership; or
- b. if Seller fails to perform the work or deliver the Item(s) in accordance with the performance requirements or delivery schedules specified herein or any extension thereof;
- c. if Seller fails to comply with Article 30; or
- d. if Seller: 1) fails to perform any of the other terms of this Order; or 2) fails to make progress as to endanger the performance of this Order in accordance with its terms, and in either of the two circumstances enumerated in Sections 10.2(a) or 10.2(b), does not cure such failure within a period of ten (10) days (or such longer period as Intertrade may authorize in writing) after receipt of notice from Intertrade specifying such failure. In the event Intertrade terminates this Order in whole or in part as provided in this Section 10.2, Intertrade may procure, upon such terms and in such manner as it may deem appropriate, supplies or services similar to those so terminated, and Seller shall be liable to Intertrade for any excess costs, reasonably incurred for such similar supplies or services; provided that Seller shall continue the performance of this Order to the extent not terminated under the terms of this Article.

**9. RELEASE OF NEWS INFORMATION AND ADVERTISING:** Seller shall not, without the prior written consent of Intertrade (a) make any news release, public announcement, denial or confirmation of all or



any part of the subject matter of this Order, or (b) in any manner advertise or publish the fact that Intertrade has placed this Order.

**10. INSURANCE:** All Suppliers shall have, as a minimum, the insurance coverage described below:

**10.1** During the term of this Order, Seller shall maintain the following insurance coverage in form and amounts reasonably satisfactory to Intertrade:

- a. Workers' Compensation as statutorily required in the State where the work is performed;
- b. Employers Liability insurance in an amount not less than \$500,000 per accident, per employee, per disease
- c. Commercial Automobile Liability insurance and, if necessary, Umbrella Liability insurance in a combined total amount not less than \$1,000,000 per accident covering bodily injury and property damage arising out the loading, unloading and use of owned, hired, and non-owned autos.
- d. Commercial General Liability insurance and, if necessary, Umbrella Liability in a combined total amount not less than with a limit not less than \$1,000,000 per occurrence to cover bodily injury and property damage arising out of premises, operations, independent contractors, product- completed operations, personal injury and advertising injury, and liability assumed under an insured contract.

**10.2** All required insurance must be underwritten by insurance companies with a minimum rating by A.M. Best of "A-" or other rating equivalent and licensed to conduct business in all states or territories where this Order shall apply.

**10.3** Seller shall cause its insurer to waive its rights of subrogation against Intertrade with respects to Workers' Compensation.

**10.4** Seller shall provide Intertrade a certificate of insurance attesting to the described above within

- a. Five (5) business days of signing this agreement and/or prior to the commencement of the Work and
- b. Ten (10) days of each policy renewal.

The certificate insurer shall endeavor to provide thirty (30) days written notice to Intertrade in the event of policy cancellation or material change.

**10.5** Subject to Intertrade's permission for Seller to utilize subcontractors, Seller is obligated to assure that each such subcontractor maintains each of the above coverage and extends such indemnity obligation to Intertrade. In the event that any such subcontractor or its insurers fail or are unable to honor the indemnification obligations of Seller to Intertrade as stated in this Order in any manner, Seller agrees to assume such obligations of the subcontractor.



**10.6** The failure of Seller to maintain the insurance coverage and limits required by the Intertrade during the term of this Order shall be considered a material breach hereof. Any failure of Intertrade to declare Seller to be in material breach hereof shall not be deemed a waiver by Intertrade of the right to claim material breach for subsequent failure to maintain the required coverage.

**11. INDEMNIFICATION:** Seller hereby agrees to indemnify and hold harmless Intertrade, its affiliates and their respective successors and assigns, and its and their respective directors, officers, agents and employees, from and against any and all claims, liabilities, damages, losses, causes of action and judgments (a) brought by any person, corporation, governmental entity or other entity not a party to this agreement, whether arising from injury or death to persons or loss or damage to property or otherwise (collectively "Third Party Claims"), and reasonable attorneys' fees and costs and expenses incident thereto to the extent such Third Party Claims arise from (i) any defect in the design, workmanship or material of any Item(s) or associated software delivered by Seller to Intertrade hereunder and/or (ii) any negligence (whether active or passive) or willful misconduct of Seller, its subcontractors of any tier or its or their directors, officers, agents, or employees; and (b) arising out of or in connection with any breach by Seller of its warranty stated in Article 8 herein.

**12. ASSIGNMENT AND SUBCONTRACTING:** Intertrade may assign in whole or in part any of its rights and obligations under this Order without the prior consent of Seller. Seller shall not assign in whole or in part or subcontract in whole or substantially in whole any part of its rights or obligations under this Order without the express written consent of Intertrade. The terms and conditions of this Order shall bind any permitted successors and assigns of either party. Seller will notify Intertrade as soon as commercially practicable of any change in any supplier of Seller which could impact Intertrade.

**13. CONFIDENTIAL OR PROPRIETARY INFORMATION AND PROPERTY:** Seller shall keep confidential and otherwise protect from disclosure all data or information, regardless of form and including but not limited to drawings, specifications, samples, software (source and object codes and any related documentation) and property obtained from Intertrade in connection with this Order and identified as confidential or proprietary.

**14. INTERTRADE'S PROPERTY:**

**14.1** All property used by Seller in connection with this agreement which is owned, furnished, charged to or paid for by Intertrade shall be and remain the property of Intertrade subject to removal and inspection by Intertrade at any time without cost or expense to Intertrade and Intertrade shall have free access to Seller's premises for the purpose of inspecting or removing such property. All such property shall be identified and marked as Intertrade's property, used only for this agreement and adequately insured by Seller at its expense for Intertrade's protection. Seller shall assume all liability for and maintain and repair such property and return the same to Intertrade in its original condition, reasonable wear and tear expected, and when such property is no longer required hereunder, Seller shall furnish Intertrade with a list thereof and shall comply with any Intertrade disposition instructions applicable



thereto. Intertrade shall not be obligated to pay any invoices for tooling until the first Item produced therefrom shall have been received and accepted.

**14.2** Materials, excluding U.S. Government Property, furnished by Intertrade on other than a charge basis in connection with this agreement shall be held by Seller as bailee thereof. Seller agrees to pay Intertrade's replacement cost for all such material spoiled or otherwise not satisfactorily accounted for over and above two percent (2%) thereof allowable for scrap loss. Seller shall be a bailee of the Intertrade's property until the termination or expiration of the Order, or Intertrade requires Seller to return such property, whichever may occur first. As bailee, Seller is required to provide insurance for the Intertrade's property in an amount specified by Intertrade, pay any reasonable expenses associated with the storage and maintenance of Intertrade's property, and retain possession of the Intertrade's property throughout the performance of this Order, unless written permission is obtained from Intertrade. Seller covenants and warrants to Intertrade that it will not permit or suffer any third party or parties to assert any liens of any nature against the bailed property, by any agreement, use the bailed property as collateral in any secured transaction, or perfect any security interest in the same or otherwise encumber the bailed property. The Seller will also indemnify, defend, and hold harmless Intertrade, and all persons and entities of Intertrade, from any and all damages and claims for damages arising out of this agreement or in connection with the Items manufactured or processed by Seller using the bailed property. Intertrade and its agents shall not be liable from any injury, death or property damage arising from the use of the bailed property. Seller will be liable for any loss or damage of the bailed property and provide a replacement value for any lost or damaged bailed property.

**15. GRATUITIES:** Seller warrants that neither it nor any of its employees, agents or representatives has offered or given any gratuities to Intertrade's employees, agents or representatives or any gratuity or political contribution to any Government officials or political party with a view toward securing this order or securing favorable treatment with respect thereto.

**16. COMPLIANCE WITH LAWS:** Seller warrants that it will comply with all federal, state, and local laws, including, but not limited to, any statute, rule, regulation, judgment, decree, order or permit applicable to its performance under this Order including any employment, health or safety agency regulations. In addition, Seller shall conduct quarterly self audits of records which evidence compliance with laws and regulations applicable to hiring current and former U.S. Government employees. Seller shall provide Intertrade with written certification that such audit(s) have been completed within ten (10) calendar days of the quarter completion. Failure to complete the aforementioned audits and provide written certification of such may be grounds for Termination for Cause as specified in Article 10 of this Order.

**17. TAXES:** All duties and taxes payable in the country of origin due under the laws of that country shall be borne by the Seller. Seller is liable for and shall pay all taxes, impositions, charges and exactions imposed on or measured by this Order except those Intertrade specifically agrees or is required by law to pay and which are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges and exactions for which Intertrade has furnished an exemption certificate.



**18. TITLE:** Except if title has heretofore passed to Intertrade or Intertrade's customers under other provisions of this Order, title to the Item(s) shall pass to Intertrade upon delivery of the Item(s) to the point designated by Intertrade in its Shipping Term for any Item purchased from Seller.

**19. HAZARDOUS MATERIALS:**

**19.1** Seller shall notify upon signature of this Agreement or transmission of Purchase Order acceptance at latest, Intertrade of every Item(s) ordered hereunder which contains a substance or material that may be hazardous to the environment or injurious to the health or physical safety of persons even though said hazard or injury may only occur due to mishandling or misuse of the Item(s). In addition, Seller shall identify the hazardous or injurious substance or material and notify Intertrade of the effects of such substance or material on the environment, human beings and the physical manifestations that could result. For each Item(s) so identified, Seller shall provide to Intertrade (i) the name of the substance or material, and the percentage by weight thereof in the Item(s) and in any subcomponent thereof, if any, and (ii) warning labels or instructional material appropriate to warn persons coming contact therewith of the hazard and its effects. The same shall apply, if Seller's Items contain Substances of Very High Concern ("SVHC") as defined in the Regulation ("EC") No 1907/2006 of the European Parliament and of the Council of December 18, 2006 concerning Registration, Evaluation, Authorization and Restriction of Chemicals ("REACH"). In addition, Seller shall also promptly notify Intertrade whenever an Item contains a substance that is added to the REACH Candidate List. Seller represents and warrants that no Item contains any hazardous or injurious substance or material, unless duly notified to Intertrade in accordance with this Section. Seller also represents and warrants that the Item(s), its supply, its use, including its incorporation into other products, and its import into the European Union, complies with all applicable REACH requirements, including, but not limited to, registration of substances, and notification and authorization of SVHC. Seller shall operate a program to ensure that it becomes immediately aware if, at any point in time after the execution of this Agreement, any Item contains any hazardous or injurious substance or material, including, but not limited, to substances regulated pursuant to REACH. Seller's program shall, inter alia, require the inclusion in agreements with its suppliers of specific obligations that are no less stringent than those imposed on Seller by this Agreement.

**19.2** Seller shall comply with all environmental European and National Laws and, upon Intertrade's request, provide Intertrade free of charge with all information and documentation that Intertrade deems necessary for responding to the demands of all current and future European and National Laws.

**19.3** Seller shall cooperate with Intertrade to ensure that all requirements of European and National Laws, including, but not limited to, REACH information and data requirements, are met. Seller shall reimburse Intertrade for all costs and expenses in connection with any expenditure required by Intertrade for compliance of Items with such European and National Laws including, but not limited to, testing for REACH compliance which testing shall be performed, at Intertrade's option, by Intertrade or Seller.



**19.4** Seller shall complete Intertrade's bi-annual survey in thirty (30) days from receipt of the survey and Seller further agrees that Seller's non-response within thirty (30) days shall constitute Seller's affirmation of compliance with the issues contemplated by this Article 29 and any other issues included in the survey.

**19.5** Prior to the initial shipment of any Item that contains lithium or any other derivative or combination of matter that contains lithium, Seller shall notify Intertrade in advance of Item shipment via email at [rohs@rockwellcollins.com](mailto:rohs@rockwellcollins.com) and [IntertradeQA@rockwellcollins.com](mailto:IntertradeQA@rockwellcollins.com). If there is any material change to the lithium content in subsequent shipments of any Item, Seller shall resubmit the notification with the updated information. Such notification of lithium content shall be accurate and complete in accordance with the appropriate form available for download at [www.supplycollins.com](http://www.supplycollins.com). Additionally, prior to and during shipment, each Item containing lithium shall meet the labeling and all other requirements set forth in UN (United Nations) Manual of Tests and Criteria, part III, subsection 8.3 as referenced in the US (United States) DOT (Department of Transportation) hazardous materials regulation 49 CFR (Code of Federal Regulations) parts 100-185. Furthermore, prior to and during shipment, each Item that contains lithium shall meet the requirements set forth in the IATA (International Air Transport Authority) Dangerous Goods Regulations Section 4.

## **20. U.S. EXPORT CONTROL LAWS AND REGULATIONS:**

**20.1** U.S. Export Control Laws and Regulations: The recipient of information and property under this Order acknowledges its obligations to control access to technical data and equipment under the U.S. Export Laws and Regulations and agrees to adhere to such Laws and Regulations and any license(s) issued thereunder with regard to any technical data or equipment received under this Order. Seller shall be responsible for obtaining required export licenses or other approvals from the government of the country of origin. Should any government deny a license or approval necessary for the performance of this Order or any Purchase Order for reasons beyond the control of Seller, this Order or any Purchase Order may be canceled in accordance with Article 10 herein. In the event any government agency levies any penalties, fines or charges against Intertrade due to Seller's failure to provide any necessary Item(s) information for import or export documentation, Seller shall reimburse Intertrade for all such charges.

**20.2** Industrial Cooperation Credits: Intertrade's need for industrial cooperation credits may be one of the reasons for entering into this Order or any Purchase Order. In the event this Order is awarded to a non-U.S. company, Intertrade (including its business units, divisions, and subsidiaries) shall have the exclusive rights to all offset or industrial cooperation credits flowing from this Order. At Intertrade's request, Seller shall provide appropriate transaction information which Intertrade may need for claiming offset or industrial cooperation credits.

**20.3** Item Information: Seller shall provide the following information as applicable for all Item(s) to be delivered under this Order. Inability to provide the required information may be considered a failure to





deliver in conformity with this Order and Intertrade may, in its sole discretion and at Seller's expense, reject the article at the point of receipt:

- a. Harmonized Tariff Schedule Number (HTS) (Applicable for Seller designed Items);
- b. Export Control Classification Number (ECCN) or USML Category Code (CAT) (Applicable for Seller designed Item(s));
- c. Country of Origin;
- d. A Certificate of Origin or Manufacturer's Affidavit (MA) for all Item(s) delivered hereunder. If the Item is manufactured in Canada or Mexico, a NAFTA Certificate of Origin is required. Seller must submit a Certificate for each Item by either:
  - 1) submitting a blanket Certificate of Origin or MA on an annual basis for all Item(s) to be delivered; or
  - 2) submitting an individual Certificate whenever there is a change in country of origin on any Item(s) on this Order; or
  - 3) submitting a new Certificate or MA for any new Intertrade or Seller Part Number that is added to this Order. The Certificates of Origin or MA shall be sent to Intertrade's purchasing representative.

**20.4 Import Documentation:** A commercial invoice must be presented for each import into the United States (19 CFR 141.81). If the required commercial invoice is not available, a pro forma invoice may be used in place of a commercial invoice (19 CFR 141.85). The commercial invoice must be prepared in the manner customary in the trade, contain the information required by 19 CFR 141.86 through 141.89, and substantiate the statistical information required by 19 CFR 141.61 (e) to be given on the entry. The Code of Federal Regulations may be found at <http://www.gpoaccess.gov/cfr/retrieve.html>

**20.5 Customs:** Trade Partnership Against Terrorism (C-TPAT): Seller must meet the minimum security requirements under C-TPAT. Seller shall provide their C-TPAT SVI number or certification that they comply with the security requirements. Requirements may be found at [http://www.cbp.gov/xp/cgov/trade/cargo\\_security/ctpat/](http://www.cbp.gov/xp/cgov/trade/cargo_security/ctpat/)

**20.6 ITAR:** In the event Supplier is supplying an Item(s) that is controlled under the International Traffic in Arms Regulations and classified on the United States Munitions List (USML), Supplier shall provide confirmation in writing to Intertrade that Supplier is registered with the Directorate of Defense Trade Controls (ITAR 22 C.F.R. 122.1). Inability to provide the required information may be considered a failure to deliver in conformity with this Order and Intertrade may, in its sole discretion and at Seller's expense, reject the Item(s) at the point of receipt

**21. UNITED STATES PUBLIC LAWS:** Seller shall comply with the requirements, as applicable and as amended, of 41 C.F.R. §60-1 Equal Employment Opportunity; 41 C.F.R. §60-250-1 Affirmative Action and Nondiscrimination Obligations of Contractors and Subcontractors Regarding Special Disabled Veterans of Vietnam; and 29 U.S.C. §793 Employment Under Federal Contracts; 15 C.F.R. 700 Defense Priorities



Allocation System, 15 U.S.C. 637(d)(2). Subcontracts for Commercial Items referenced in Federal Acquisition Regulation (FAR) 52.244-6; Contractor Code of Business Ethics and Conduct referenced in FAR 52.203-13; and Employment Eligibility Verification referenced in FAR 52.222-54. Seller further warrants that it and its suppliers and/or subcontractors shall certify compliance with the requirements, as applicable and as amended, of the California Civil Code Section 1714.43 (California Transparency in Supply Chains Act) and allow Intertrade to perform any activities required for verification thereof.

**22. SPECIAL U.S. GOVERNMENT PROVISIONS APPLICABLE TO ALL ORDERS:** All Orders shall comply with Defense Federal Acquisition Regulations (DFAR) 252.244-7000 and 252.225-7009.

**23. SPECIAL U.S. GOVERNMENT PROVISIONS:** If an Order identifies that it is placed under a U.S. Government firm fixed price prime contract for non-commercial Items, applicable special U.S. Government clauses are found in Attachment "A" and incorporated herein by reference to this Form 99FP.

**24. RIGHT TO ACCESS:** Any Intertrade representative shall be allowed access to all areas used for the performance of this Order. Such access shall be subject to the regulations of any governmental agency regarding admissibility and movement of personnel on the premises of Seller or any of its subcontractors and subject to any of Supplier's generally applicable regulations in respect of the facility, processes, etc. Intertrade shall notify Seller prior to any visit. Such notice shall contain the names, citizenship and positions of the visiting personnel and the duration and purpose of such visit. Seller shall ensure similar language is contained within any P.O. issued to Seller's supply chain.

**25. SELLER BUSINESS CLASSIFICATION:** If Seller is a U.S.-based seller and considered to be an Alaska Native Corporation or Indian Tribe as defined in FAR 52.219-9(b), Seller agrees that Intertrade shall receive small business credit for the amount of dollars spent with Seller pursuant to FAR 52.219-9(d)(i- ii). Seller shall comply, as applicable and amended, with FAR 52.219-8 and shall not designate small business credit to another contractor for any amount spent by Intertrade.

**26. CONFIGURATION CONTROL AND MANUFACTURING CHANGES** - As an integral part of its configuration control procedures, Seller agrees to notify Intertrade of any change in materials, design, manufacture or processes regarding any form, fit, function or process that would affect an Item's then current design parameters and/or the Item's then current specification documentation. Seller will place an equivalent clause in all its subcontracts for purchased equipment whether such equipment is supplied to Seller as an end item or as a component part of an end item. If such approval of such change is called out in the Order, approval of such request will not be unreasonably withheld by Seller. In the event Seller intends to close or change the manufacturing locations of any Item delivered under this Order, Seller shall, at a minimum, give Intertrade six (6) months advance notice in writing of its intent to close or change the current manufacturing locations. Seller shall flow down this requirement to their subtier suppliers. Upon receipt of written notification by Intertrade from Supplier, Intertrade may request at its option, and Seller shall provide, adequate assurances, including a comprehensive plan,



detailing how Seller intends to meet its performance obligations and delivery of Items(s) as required under an Order. In the event that Supplier fails to provide such written notification and adequate assurance, Intertrade/Rockwell Collins at its option may terminate the Order in whole or in part for cause in accordance with Section 8.2, without obligation or liability of any kind whatsoever to Seller and without waiving any other rights or remedies under the Order, at law or in equity. Intertrade shall be entitled to recover all costs it reasonably incurs and all other damages, and/or specific performance and/or all other remedies available to Intertrade as a result of such breach by Seller an Order, including any unperformed balance hereto.

**27. EXAMINATION OF RECORDS:** Seller shall maintain complete and accurate records showing the sales volume of all Items. Such records shall support all services performed, allowances claimed and costs incurred by Seller in the performance of this Order, including but not limited to those factors which comprise or affect direct labor hours, direct labor rates, material costs, burden rates and subcontracts. Such records and other data shall be capable of verification through audit and analysis by Intertrade and be available to Intertrade at Seller's facility for Intertrade's examination, reproduction, and audit at all reasonable times from the date of this Order until three (3) years after final payment hereunder. However, any Repair Order records will be kept according to the processes described in FAR 145. Seller shall provide assistance to interpret such data if request by Intertrade. Such examination shall provide Intertrade with complete information regarding Seller's performance for use in price negotiations with Seller relating to existing or further Order(s) for Items, including but not limited to negotiation of equitable adjustments for changes and termination/obsolescence claims pursuant to Article 10 hereof. Intertrade shall treat all information disclosed under this Article 36 as confidential, unless disclosure hereof is required to enforce the terms of this Order, or is required by law, regulation or formal legal process.



## SECTION II - TERMS AND CONDITIONS OF SALE OF PRODUCT OR SERVICE(S)

**28. TAXES, CUSTOMS, DUTIES.** Except as otherwise specified, the prices stated do not include any state, federal, or local sales, use or excise taxes applicable to the sale, delivery, or use of equipment or services sold hereunder, including, as applicable, associated software delivered with such equipment (Products), and the Buyer expressly agrees to pay to Intertrade, in addition to the prices stated, the amount of any such taxes, domestic or foreign including customs fees, which may be imposed upon or payable by Intertrade.

**29. PAYMENT TERMS.** Notwithstanding any statement of terms or time of payment to the contrary appearing on the face of the order, Intertrade reserves the right to require payment in advance of shipment or to ship C.O.D. In the event Buyer fails to pay any invoice when due, in addition to any other right reserved hereunder, Intertrade reserves the right to suspend or limit performance until all past due sums are paid. It is agreed that title to any Product described herein not fully paid for at the time of delivery to Buyer shall be retained by and remain in Intertrade until said purchase price is fully paid and if the purchase price is to be paid on an installment basis, Buyer will prior to the time of delivery execute a note, security agreement and financing statement for such purchase price, all upon forms customarily used by Intertrade in similar transactions.

**30. ORDERING.** If Buyer agrees to purchase product(s) quoted, the Buyer must within fourteen (14) days after product(s) is in stock to issue a purchase order for the product(s) or Intertrade has the right to sell the product(s) to another customer. Intertrade cannot guarantee the ability to accept any purchase order by Buyer issued outside this fourteen (14) day period. Unless otherwise agreed to by Intertrade, no product(s) will be shipped until Buyer has submitted a valid purchase order to Intertrade. Purchase orders shall include the following information:

(i) the Products ordered, (ii) condition of product, (iii) quantity of Products; (iv) Price of Products; (v) requested delivery dates; (vi) billing address; (vii) shipping address; (viii) PO number; and (ix) any shipping instructions.

Buyer must provide a purchase order in an amount no less than two hundred fifty United States Dollars (\$250 USD) for any product(s) order unless otherwise agreed to by Intertrade.

**31. DELIVERY.** Unless otherwise specified, delivery will be made EXW (Incoterms 2020) the place or location of Intertrade's distribution point from which Intertrade elects to make shipment, according to the delivery schedule specified, which schedule is subject to delays due to causes beyond Intertrade's control including but not limited to, inability to obtain material, labor or manufacturing facilities, acts of God, or of the public enemy, any preference, priority or allocation order issued by the Government or any other act of Government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of Intertrade's suppliers. In the event of such delay, delivery dates shall be extended accordingly for a period equal to the time lost by reason of such delay. Partial deliveries are acceptable. Intertrade reserves the right to provide, at no change in Price, a substitute Product of equal



or better capability provided however that such substitute Product maintains the form, fit and functionally of the original Product.

**32. REPAIR QUOTE.** Should Buyer fail to provide disposition of repair quote within forty-five (45) days of receipt of quote, the Buyer agrees to a \$250.00 USD storage fee. Each subsequent thirty (30) day period is subject to an additional \$250.00 USD storage fee with a maximum ninety (90) days whereupon the unit will be returned As-Is and Invoiced for Evaluation.

**33. REPAIR PROFORMA INVOICE.** If after receipt of Intertrade's repair proforma invoice, Buyer has failed to submit payment within forty-five (45) days or provide shipping instructions. Buyer shall pay an additional \$250.00 USD storage fee and an additional \$250.00 USD storage fee for each thirty (30) day period for a maximum of ninety (90) days. Should Buyer fail to fully pay Intertrade within three hundred and sixty five days (365) days, title and ownership of the product(s) shall automatically transfer to Intertrade. Intertrade may opt to disposition the product(s) in accordance with its policies, which may include scrapping the products or re-selling to another customer, as Intertrade solely determines.

**34 BEYOND ECONOMIC REPAIR.** If a product is deemed Beyond Economic Repair (BER) at the repair station Buyer may be offered a replacement product if available. BER product shall be returned to Buyer or scrapped at repair shop, and Buyer may be invoiced applicable evaluation, scrap, and/or other associated charges.

**35. SHIPMENT AND RISK OF LOSS.** In the absence of specific instructions, Intertrade will select the carrier to whom delivery will be made for shipment to Buyer whereby Buyer shall incur all costs. Except for its obligations under the section hereof entitled "Warranty", all responsibility of Intertrade, including but not limited to risk of loss for all items purchased hereunder by Buyer, shall pass to Buyer EXW (Incoterms 2020) the place or location of Intertrade's distribution point from which Intertrade elects to make shipment at the time the articles are duly delivered to the carrier. Whomever shipping account is used is responsible for making claims to their carrier for Products damaged or lost in transit.

Shipments to Intertrade for the conducting of repairs originating in countries other than the United States of America shall include a packing list and customs invoice on the outside of the box for customs purposes. The invoice needs to show the part number and a dollar (\$) value for the unit in U.S. dollars. Shipments carried via FedEx will be cleared through US Customs by FedEx Trade Networks. Shipments carried via UPS will be cleared through UP Customs by UPS. Shipments carried via UPS-SCS will be cleared through US Customs by UPS-SCS. All other carriers will be cleared through US Customs through US Customs via UPS-SCS.

Please contact an Intertrade Sales Representative at 319-378-3500 with the Airway Bill # and with any questions you may have.



**36. RETURN FOR CREDIT AND EXCHANGES.** All Terms and Conditions specific to Return Material Authorizations (RMA) and Exchange Cores can be referenced within Intertrade’s RMA Terms and Conditions Document and Intertrade Exchange Agreement Terms and Conditions respectively.

**37. “AS IS” WARRANTY. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, ALL ITEMS FURNISHED UNDER THIS CONTRACT, INCLUDING WITHOUT LIMITATION EQUIPMENT AND SOFTWARE, ARE FURNISHED “AS IS” AND WITH ALL FAULTS AND DEFECTS THEREIN, IF ANY, AND WITHOUT REPRESENTATION OR WARRANTY OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

**NO OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE SHALL BE APPLICABLE TO ANY EQUIPMENT SOLD OR SOFTWARE DELIVERED HEREUNDER, AND THE FOREGOING SHALL CONSTITUTE THE BUYER’S SOLE RIGHT AND REMEDY UNDER THIS GENERAL CONDITIONS OF SALE.**

**38. SOFTWARE LICENSE.**

1. License in Intertrade’s Software: Intertrade’s software delivered hereunder, either embedded in equipment manufactured by Intertrade or specifically designed for use in or with such Intertrade manufactured equipment, is copyrighted and shall remain the sole and exclusive property of Intertrade. Intertrade grants the Buyer a perpetual, worldwide, non-exclusive license to use such software only in or with the equipment. The Buyer shall not copy, modify, or disassemble the software, or permit others to do so. Buyer shall not transfer the license granted hereby or possession of the software except as part of or with the equipment, such transfer being subject to the restrictions contained herein.
2. License in Third Party Software: Third party software delivered hereunder, either embedded in equipment manufactured by other than Intertrade or specifically designed for use in or with such equipment (“Third Party Software”), may be copyrighted by a third party and shall remain subject to all pre-existing property rights. Intertrade hereby transfers to the Buyer, the rights that were acquired by the Intertrade in such Third Party Software that are appurtenant and transferable to the equipment.
3. Limitations and Termination of Software License: **THE SOFTWARE LICENSE SET FORTH IN PARAGRAPHS 1 AND 2 OF THIS SECTION, AS APPROPRIATE FOR INTERTRADE’S SOFTWARE AND THIRD PARTY SOFTWARE, CONSTITUTE THE FULL EXTENT OF BUYER’S RIGHTS IN SOFTWARE DELIVERED HEREUNDER.** By written notice, Intertrade may immediately terminate any software license granted hereunder for violation of any of the terms of either of the foregoing licenses.

**39. END USER CERTIFICATION.** When the end user of any product is outside of the United States, End User Certification, unless already provided to Intertrade, or a statement on Buyer’s Purchase Order (PO)



with End User and Platform must be provided by the Buyer no later than at the point of sale of the product.

**40. NO WAIVER.** No failure by either party to exercise and no delay in exercising any right, power or privilege hereunder will operate as a waiver hereof, nor will any single or partial exercise of any right or privilege hereunder preclude further exercise of the same right or the exercise of any right hereunder. A waiver on one or more occasions of any of the provisions hereof shall not be deemed a continuing one.

**41. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES ONLY APPLICABLE TO SALES TO THE U.S. GOVERNMENT.** The word “Contractor,” as used in the FAR shall be synonymous with the word “Intertrade” as used in these General Conditions of Sale and any reference to the “Government” or to the “Contracting Officer” shall be synonymous with the word “Buyer.” Similarly, any reference to the word “Supplies” shall be synonymous with the word “Products.” The clause set forth at FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS as tailored herein [pursuant to FAR 12.302], shall be applicable to all sales made directly to the U.S. Government.

- (i) With respect to paragraphs (a) and (o) of the FAR clause, the Intertrade’s Warranty set forth above at Article 6 shall have precedence and shall govern in the event of any post acceptance activity contemplated by said paragraph (a). The Intertrade’s Warranty shall supersede and replace the *Warranty* set forth at said paragraph (o) of the FAR clause.
- (ii) With respect to paragraph (h) of the FAR clause, the Intertrade’s PATENT AND COPYRIGHT INDEMNIFICATION set forth above shall supersede and replace the *Patent Indemnity* set forth at said paragraph (h) of the FAR clause.
- (iii) With respect to paragraph (k) of the FAR clause, the Intertrade’s provision entitled “TAXES” as set forth above at Article 1 shall supersede and replace the *Taxes* provision set forth at said paragraph (k) of the FAR clause.
- (iv) With respect to paragraph(s) of the FAR clause, the clarifications set forth in this paragraph shall have precedence over all other provisions of this contract.

The clause set forth at FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES EXECUTIVE ORDERS – COMMERCIAL ITEMS, as clarified herein, shall be applicable to all sales made directly to the U.S. Government.

Paragraphs (b) and (c) of said clause shall only be applicable when Buyer and Intertrade have duly executed an addendum to the General Conditions of Sale specifically citing which of the clauses referenced in paragraphs (b) and (c) are applicable to this contract.



**42. FEDERAL ACQUISITION REGULATION (FAR) CLAUSES ONLY APPLICABLE TO SALES TO COMMERCIAL CONCERNS IN SUPPORT OF SALES TO THE U.S. GOVERNMENT.** The clause set forth at FAR 52.244-6, **SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS**, and the FAR clauses cited therein, shall be applicable to sales made hereunder only when such sales are specifically identified in the order as being in support of U.S. Government prime contract requirements. The actions required under the referenced clauses made applicable under this paragraph shall constitute the entirety of Intertrade's FAR obligations hereunder for such sales.





### **SECTION III- TERMS AND CONDITIONS OF PURCHASE OF ITEM(S) AND SALE OF PRODUCT OR SERVICE(S)**

**43. ETHICS AND COMPLIANCE CODE OF CONDUCT:** Intertrade is committed to conducting our business with the highest standards of ethics and in accordance with the laws of the United States and other countries in which we operate. We expect all who conduct business with Intertrade to operate in this same manner and with the highest standards of integrity. Intertrade's further expectation is that Seller will have (or will develop) and adhere to a code of business conduct. If Seller does not have a code of business conduct, Seller, for itself and on behalf of its employees, agents and representatives, agrees to become familiar with Intertrade policy under "Ethics and Compliance Code of Conduct" found at <https://www.rtx.com/Our-Company/ethics-and-compliance> and adhere to and abide fully by those standards of conduct when work is conducted at a Intertrade facility. Seller shall be responsible for providing a copy of Intertrade or Seller code of business conduct to any individual Seller employee assigned to work at an Intertrade facility. Seller, its employees, agents and representatives shall immediately notify Intertrade through its reporting mechanism at [Ombudsman@rockwellcollins.com](mailto:Ombudsman@rockwellcollins.com) of any instance in which it believes that the Code of Conduct standards or law may have been violated in the execution of services under this Order.

**44. REMEDIES, NON-WAIVER AND INVALIDITY:** Any and all failures, delays, or forbearances of either Party in insisting upon or enforcing at any time or times any of the terms and conditions of this Order, or to exercise any rights or remedies under this Order, shall not be construed as a waiver or relinquishment of any such terms and conditions, rights or remedies in those or any other instances; rather, the same shall be and remain in full force and effect. The waiver of any breach of any term, provision, covenant or condition herein contained shall not be deemed to be a waiver of any: a) subsequent breach of such term, provision, covenant or condition; or b) other term, provision, covenant, or condition. The invalidity in whole or in part of any term and condition contained herein shall not affect the validity of any other term and condition. The rights and remedies provided Intertrade pursuant to this Order shall be cumulative and in addition to any other rights and remedies provided by law or equity.

**45. APPLICABLE LAW:** This Order shall be governed by, construed and enforced in accordance with the laws of the State of Iowa, without regard to its choice of law rules, but including the provisions of the Uniform Commercial Code of said State. This Order specifically excludes the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods and the U. N. Convention on the Limitation Period in the International Sale of Goods, as amended by Protocol.

**46. FORCE MAJEURE:** Neither Party shall be liable for damages for delay in delivery arising out of causes beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God or of the public enemy, acts of any Government authority, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or unusually severe weather. If the delay is caused by the delay of a subcontractor of either Party and if such delay arises out of causes beyond the reasonable control of



both Party and the subcontractor, and without the fault or negligence of either of them, neither Party shall not be liable to the other Party in damages unless the Item(s) or Services to be furnished were obtainable from other sources in sufficient time to permit the providing Party to meet the required delivery schedule. The Party suffering a force majeure event will notify the other Party in writing within ten (10) days after the beginning of any such delay.

**47. LIMITATION OF LIABILITY. NOT WITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, IN NO EVENT SHALL INTERTRADE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, OR BUSINESS INTERRUPTION) ARISING OUT OF THE USE OF OR INABILITY TO USE ANY ITEM, PRODUCT, EQUIPMENT OR ASSOCIATED SOFTWARE DESCRIBED HEREIN EITHER SEPARATELY OR IN COMBINATION WITH ANY OTHER ITEM, PRODUCT, EQUIPMENT, SOFTWARE OR OTHER MATERIALS EVEN IF INTERTRADE HAS BEEN ADVISED OF THE POSSIBILITY OR CERTAINTY OF SUCH DAMAGES. INTERTRADE SHALL HAVE NO OBLIGATION OR LIABILITY FOR ANY GRATUITOUS INFORMATION OR ASSISTANCE PROVIDED BY, BUT NOT REQUIRED OF INTERTRADE HEREUNDER. INTERTRADE'S TOTAL AGGREGATE LIABILITY HEREUNDER WHETHER BASED UPON CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE, SHALL IN NO EVENT EXCEED THE PRICE PAID BY INTERTRADE OR BUYER FOR ITEMS SOLD OR SERVICES PURCHASED HEREUNDER.**

**48. NOTICES:** Except as may be required for detailed instructions concerning administration of individual purchase orders issued hereunder, any notices or reports required by this Order or with respect to the Order shall be considered as having been given or made if mailed by certified or registered mail to:

In the case of Intertrade:

Intertrade, A Collins Aerospace Company  
Attn: Global Sales Manager  
400 Collins Road NE  
MS 153-220  
Cedar Rapids, IA 52498  
Email: [intertradesales@rockwellcollins.com](mailto:intertradesales@rockwellcollins.com)

In the case of Seller: As per the address as it appears on the Purchase Order

**49. DISPUTES:**

**49.1** As to all Parties, U.S. based and Foreign based: U.S. based Parties are those parties who have their principal place of business located within the United States such as Intertrade. Foreign based parties are those Parties who have their principal place of business located outside the United States. In the event that any claim, dispute or controversy arising out of or in connection with these **GENERAL CONDITIONS OF PURCHASE OF ITEM(S) AND SALE OF PRODUCT OR SERVICE(S)** including, without limitation, any question regarding the existence, validity, breach or termination of any Purchase Order related to these



terms, cannot be resolved by the parties themselves through negotiation, the Parties agree to attempt to resolve such claim, dispute or controversy by nonbinding mediation through knowledgeable representatives of each Party. The Parties shall cooperate in the selection of a qualified mediator and shall split evenly all costs of such mediation. All claims, disputes or controversies which are not resolved through negotiation or mediation shall be resolved exclusively by binding arbitration as provided in these **GENERAL CONDITIONS OF PURCHASE OF ITEM(S) AND SALE OF PRODUCT OR SERVICE(S)**.

**49.2** As to U.S. based Parties: In the event that any such claim, dispute or controversy cannot be resolved by and between Intertrade and any U.S. based Party through negotiation and/or mediation within sixty (60) days after such dispute arises, either Party may refer such claim, dispute or controversy to final, binding resolution by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules. The tribunal shall consist of three (3) arbitrators. Within fifteen (15) days after the commencement of arbitration, each Party shall appoint one (1) person to act as arbitrator and, within ten (10) days after the latest date upon which each such arbitrator shall have been appointed, the two (2) selected arbitrators shall appoint a third arbitrator. If the arbitrators appointed by the Parties are unable or fail to agree upon the third arbitrator, the third arbitrator shall be appointed by the American Arbitration Association. The place for arbitration shall be Chicago, Illinois.

**49.3** As to Foreign based Parties: In the event that any such claim, dispute or controversy cannot be resolved by and between Intertrade and any Foreign based Party through negotiation and/or mediation within sixty (60) days after such dispute arises, either Party may refer such claim, dispute or controversy to final, binding resolution by arbitration under the Rules of the International Chamber of Commerce. The tribunal shall consist of three (3) arbitrators. Within fifteen (15) days after the commencement of arbitration, each Party shall appoint one (1) person to act as arbitrator and, within ten (10) days after the latest day upon which each such arbitrator shall have been appointed, the two (2) selected arbitrator's shall appoint a third arbitrator. If the arbitrators appointed by the Parties are unable to or fail to agree upon the third arbitrator, the third arbitrator shall be appointed in accordance with the Rules of the International Chamber of Commerce. The place of the arbitration shall be New York, NY, USA. The language of the arbitration shall be English.

**49.4 Judgment:** Judgment upon the award rendered by the arbitrators under either Sections 26.2 or 26.3 above may be entered in any court having jurisdiction thereof, and the Parties agree the award will be final, in writing, and binding and cannot be made subject to any review, appeal or other recourse. Both Parties waive and relinquish the right to refer such claim, dispute or controversy to any other jurisdiction. The arbitrators will have no authority to award punitive, special, incidental, indirect or consequential damages whatsoever including, without limitation, damages for loss of use or business interruption. Each party shall bear its costs of arbitration except that the arbitration tribunal shall award to the prevailing Party its reasonable attorney's fees.

**49.5 Performance:** Pending final resolution of any dispute, a Seller shall proceed with performance of its obligations under this Order any Purchase Order in accordance with Intertrade's instructions so long as



Intertrade continues to pay Seller amounts due under this Order or any Purchase Order that are not in dispute.

**50. SURVIVABILITY:** The clauses this **GENERAL CONDITIONS OF PURCHASE OF ITEM(S) AND SALE OF PRODUCT OR SERVICE(S)** covering warranties, confidential or proprietary information and property, insurance, indemnification, rights, remedies, and waiver, applicable law, dispute resolution and termination, survivability, severability and entire agreement and all remedies at law and equity including those expressly stated herein, shall survive the expiration or any termination of this Order. Such termination shall not relieve either party from its obligations which had arisen prior to the termination.

**51. SEVERABILITY:** If any term or condition of these **GENERAL CONDITIONS OF PURCHASE OF ITEM(S) AND SALE OF PRODUCT OR SERVICE(S)** is held invalid or unenforceable for any reason, the remaining provisions of this Order shall continue in full force and effect as if this Order had been executed with the invalid portion eliminated, provided the effectiveness of the remaining portions of this Order will not defeat the overall intent of the parties. In such a situation, the parties agree, to the extent legal and possible, to incorporate a replacement provision to accomplish the originally intended effect.

**52. ENTIRE CONTRACT.** These **GENERAL CONDITIONS OF PURCHASE OF ITEM(S) AND SALE OF PRODUCT OR SERVICE(S)** shall comprise the exclusive terms, conditions and agreements of the parties respecting sale of Items or the purchase of Services of Intertrade between the Parties described herein, and supersede any provisions on the face and reverse side of Buyers order Seller's proposal or any prior agreement inconsistent with the provisions hereof. Acceptance by the Party other than Intertrade of such Items or Services covered hereunder shall, absent a contrary agreement in writing signed by Intertrade, constitute acceptance of these **GENERAL CONDITIONS OF PURCHASE OF ITEM(S) AND SALE OF PRODUCT OR SERVICE(S)**. The invalidity of the whole or in part of any provisions hereof shall not affect the validity of any other provision. The headings of the sections herein have been inserted for convenience of reference only and shall not affect the interpretation of any of the provisions hereof.