

**SIKORSKY AIRCRAFT AUSTRALIA LIMITED
GENERAL PROVISIONS FOR COMMERCIAL SUBCONTRACTS / PURCHASE ORDERS**

It is agreed by SIKORSKY AIRCRAFT AUSTRALIA LIMITED and SELLER that SELLER shall supply and SIKORSKY AIRCRAFT AUSTRALIA LIMITED shall acquire the Work on the following terms and conditions.

Definitions and Interpretation

1. In this Contract, unless the context requires otherwise:

"Background Information" means inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated by or on behalf of SELLER otherwise than under this Contract;

"Business Day" means a day other than a Saturday, Sunday or public holiday in the Relevant Jurisdiction;

"Confidential Information" means the terms of this Contract and any information disclosed by one Party to the other Party under this Contract, whether in writing, orally, visually, in the form of samples, computer software, regardless of media, models or otherwise provided that such written information is clearly and conspicuously marked as Confidential Information or Proprietary Information and that such oral, visual or other non-written information is designated as Confidential Information at the time of disclosure. Confidential Information excludes any information:

- (a) that a Party can show was already known to, in the rightful possession of or independently developed by that Party in good faith and free of any obligation of confidence;
- (b) that a Party can show is in the public domain otherwise than by a breach of this Agreement or other obligation of confidence; or
- (c) is received by a Party from an independent third party who is lawfully in possession and has the power and authority to disclose the information;

"Contract" means the Purchase Order and these terms and conditions;

"Foreground Information" means inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Contract by or on behalf of SELLER;

"Force Majeure Event" means an event beyond the reasonable control of SELLER and without SELLER's fault or negligence, including, but not limited to, acts of God or public enemy, acts of government in either sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, unusually severe weather and delays of common carriers;

"GST Act" means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);

"GST Amount" means the amount calculated by multiplying the monetary consideration payable by the recipient (excluding the amount payable as GST) for the relevant taxable supply by the prevailing GST rate;

"SIKORSKY AIRCRAFT AUSTRALIA LIMITED" means the SIKORSKY AIRCRAFT AUSTRALIA LIMITED entity listed as the 'Buyer' on the Purchase Order;

"Purchase Order" means the purchase order issued by SIKORSKY AIRCRAFT AUSTRALIA LIMITED to SELLER for the Work;

"Relevant Jurisdiction" has the meaning given in the Purchase Order;

"SELLER" means the party listed as 'Seller', 'Supplier, or 'Vendor' on the Purchase Order; and

"Work" means all required labour, articles, materials, supplies, goods and services constituting the subject matter of this Contract.

2. In the Contract, unless the contrary intention appears:
 - a. headings are for the purpose of convenient reference only and do not form part of the Contract; the singular includes the plural and vice-versa;
 - b. a reference to a person includes a body politic, body corporate or a partnership;
 - c. if a payment or other act must (but for this clause) be made or done on a day that is not a Business Day, then it must be made or done on the next Business Day;
 - d. a reference to a law is a reference to any legislation of the Commonwealth, State or Territory, as amended from time to time, and includes a reference to any subordinate legislation;
 - e. a reference to a clause includes a reference to a sub clause of that clause;
 - f. a reference to a party includes that party's administrators, successors, and permitted assigns, including any person to whom that party novates any part of the Contract; and
 - g. the word "includes" in any form is not a word of limitation.

Delivery

3. SIKORSKY AIRCRAFT AUSTRALIA LIMITED and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge. SELLER acknowledges that such inspection may take place after the Work is delivered into possession of Sikorsky Aircraft Australia Limited.
4. No inspection pursuant to clause 3 shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. SIKORSKY AIRCRAFT AUSTRALIA LIMITED's final inspection and acceptance shall be at the delivery location specified in the Purchase Order.
5. SIKORSKY AIRCRAFT AUSTRALIA LIMITED may apply Special Product Assurance Requirements (SPAR) to Purchase Orders which prescribe additional product or service requirements to the provision of the Work or for acceptance or receipt of Work. Without limiting any other obligations of the SELLER pursuant to this Agreement, if a Purchase Order specifies one or more SPAR in respect of the Work, the SELLER must comply with the applicable SPAR.
6. If SELLER delivers non-conforming Work, SIKORSKY AIRCRAFT AUSTRALIA LIMITED may, in addition to any other remedies available at law or in equity: (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of SIKORSKY AIRCRAFT AUSTRALIA LIMITED necessary to enable such Work to comply in all respects with Contract requirements. SELLER will be responsible for associated freight costs.
7. SELLER shall not re-deliver rejected Work without disclosing the corrective action taken.
8. Unless otherwise specified, title to and risk in Work shall pass SIKORSKY AIRCRAFT AUSTRALIA LIMITED upon final acceptance. If under this Contract any part of the price is payable before delivery, the ownership of all material allocated for the Contract shall vest in SIKORSKY AIRCRAFT AUSTRALIA LIMITED when it is so allocated and SELLER shall mark the material accordingly but it shall be at SELLER's risk until final acceptance of such Work by SIKORSKY AIRCRAFT AUSTRALIA LIMITED.

Time of Performance

9. SELLER's timely performance is a critical element of this Contract.
10. Unless advance shipment has been authorised in writing by SIKORSKY AIRCRAFT AUSTRALIA LIMITED, SIKORSKY AIRCRAFT AUSTRALIA LIMITED may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.

Packaging

11. Unless otherwise specified, all Work must be packed in accordance with manufacturer specifications or if no specifications available package at a minimum of good commercial practice for transportation so as to ensure no damage occurs in transit, where appropriate adequate protection against rust or other corrosion must be provided. SIKORSKY AIRCRAFT AUSTRALIA LIMITED shall accept no liability for damage, loss or delay in transit of the Work. A complete delivery note or packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading and shipping information, including the SIKORSKY AIRCRAFT AUSTRALIA LIMITED purchase order number, item number, dates of shipment, and the names and addresses of consignor and consignee. Unless otherwise specified in the Purchase Order, delivery shall be Delivery Duty Paid (INCOTERMS 2010 DDP) to the destination identified in this Contract.

Tools

12. Any tools for which SIKORSKY AIRCRAFT AUSTRALIA LIMITED pays full direct cost (excluding fixed overheads) are to be the property of SIKORSKY AIRCRAFT AUSTRALIA LIMITED. The SELLER shall not modify, alter or dispose of any such tools, in whole or in part, without the prior written consent of SIKORSKY AIRCRAFT AUSTRALIA LIMITED.

Furnished Property

13. SIKORSKY AIRCRAFT AUSTRALIA LIMITED may provide to SELLER property owned by either SIKORSKY AIRCRAFT AUSTRALIA LIMITED or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.
14. Title to Furnished Property shall remain in SIKORSKY AIRCRAFT AUSTRALIA LIMITED or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership. SIKORSKY AIRCRAFT AUSTRALIA LIMITED shall have the right to register its interest in the Furnished Property in the Personal Property Securities Register established under the *Personal Property Securities Act 2009* (Cth). SELLER will notify SIKORSKY AIRCRAFT AUSTRALIA LIMITED of where the Furnished Property resides and will not move it without the prior written consent of SIKORSKY AIRCRAFT AUSTRALIA LIMITED.
15. Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify SIKORSKY AIRCRAFT AUSTRALIA LIMITED of, any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.
16. At SIKORSKY AIRCRAFT AUSTRALIA LIMITED's request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory lists of Furnished Property and shall deliver or make such other disposal as may be directed by SIKORSKY AIRCRAFT AUSTRALIA LIMITED.

Changes

17. SIKORSKY AIRCRAFT AUSTRALIA LIMITED may at any time, by written notice to SELLER, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, SIKORSKY AIRCRAFT AUSTRALIA LIMITED shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only. SELLER must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from SIKORSKY AIRCRAFT AUSTRALIA LIMITED. If SELLER's proposed equitable adjustment includes the cost of property made obsolete or redundant by the change, SIKORSKY AIRCRAFT AUSTRALIA LIMITED shall have the right to prescribe the manner of disposition of the property.

Invoice and Payment

18. Unless otherwise specified, terms of payment shall be (30) days end of month after the later of the shipment or invoice date.
19. Each payment made shall be subject to reduction to the extent of amounts which are found by SIKORSKY AIRCRAFT AUSTRALIA LIMITED or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify SIKORSKY AIRCRAFT AUSTRALIA LIMITED of any such overpayments found by SELLER.
20. SIKORSKY AIRCRAFT AUSTRALIA LIMITED shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between the parties. Payment shall be deemed to have been made as of the date of mailing SIKORSKY AIRCRAFT AUSTRALIA LIMITED's payment or electronic funds transfer.
21. The Contract price specified in the Purchase Order is firm and unless otherwise agreed in writing by both SELLER and SIKORSKY AIRCRAFT AUSTRALIA LIMITED and includes:
 - a. all taxes (other than GST), royalties, fees, or licenses which may be payable; and
 - b. the costs of any packaging, crating, marking, handling, insurance and any other costs and charges.
22. GST
 - a. Terms defined in the GST Act have the same meaning when used in this clause, or in the definition of "GST Amount" unless expressly stated otherwise.
 - b. Unless expressly stated otherwise, any sum payable or amount used in the calculation of a sum payable under this Contract has been determined without regard to GST and must be increased, on account of any GST payable under this clause.
 - c. If any GST is payable on any taxable supply made under this Contract to the recipient by the supplier ("Supplier"), the recipient must pay the GST Amount to Supplier on the earlier of:
 - i. the time of making payment of any monetary consideration on which the GST is calculated; and
 - ii. the issue of an invoice relating to the taxable supply.
 - d. The recipient must pay the GST Amount in the same manner as making payment of any monetary consideration on which the GST is calculated. Supplier must provide as a precondition for payment by the recipient of the GST Amount, a tax invoice or a document that the Commissioner will treat as a tax invoice.
 - e. The amount recoverable on account of GST under this clause by Supplier will include any fines, penalties, interest and other charges incurred as a consequence of late payment or other default by the recipient under this clause.
 - f. If either party is required to pay, reimburse or indemnify the other for the whole or any part of any cost, expense, loss, liability or other amount that the other party has incurred or will incur in connection with this Contract, the amount must be reduced by the amount for which the other party (or representative member if this is not the other party) can claim an input tax credit, partial input tax credit, or other like offset.

Warranty

23. SELLER warrants that all Work furnished pursuant to this Contract shall strictly conform to applicable specifications, drawings, samples, descriptions, and other requirements of this Contract and be free from defects in design, material, and workmanship and shall be fit for purpose and of satisfactory quality. This warranty shall begin upon final acceptance and, unless otherwise specified in the Purchase Order, extend for a period of one (1) year. If any nonconforming Work is identified by SIKORSKY AIRCRAFT AUSTRALIA LIMITED then without prejudice to any other remedy of SIKORSKY AIRCRAFT AUSTRALIA LIMITED, SELLER, at SIKORSKY AIRCRAFT AUSTRALIA LIMITED's option, shall promptly repair, replace, or re-perform the Work. Transportation of replacement Work, return of nonconforming Work, and re-performance of Work shall be at SELLER's expense. If repair, or replacement, or re-performance of Work is not carried out promptly, SIKORSKY AIRCRAFT AUSTRALIA LIMITED may elect to return, re-perform, repair, replace, or re-procure the non-conforming Work at SELLER's expense. All warranties shall ensure to the benefit of both SIKORSKY AIRCRAFT AUSTRALIA LIMITED and its customers.

COUNTERFEIT WORK**24. Counterfeit work**

- a. The following definitions apply to this clause:

"Counterfeit Work" means Work that is or contains unlawful or unauthorised reproductions, substitutions, or alterations that have been knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original manufacturer, or a source with the express written authority of the original manufacturer or current design activity, including an authorised aftermarket manufacturer. Unlawful or unauthorised substitution includes used Work represented as new, or the false identification of grade, serial number, lot number, date code, or performance characteristics.

"Suspect Counterfeit Work" means Work for which credible evidence (including, but not limited to, visual inspection or testing) provides reasonable doubt that the Work part is authentic.

- b. SELLER shall not deliver Counterfeit Work or Suspect Counterfeit Work to SIKORSKY AIRCRAFT AUSTRALIA LIMITED under this Contract.
- c. SELLER shall only purchase products to be delivered or incorporated as Work to SIKORSKY AIRCRAFT AUSTRALIA LIMITED directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorised distributor chain. SELLER may use another source only if (i) the foregoing sources are unavailable, (ii) SELLER's inspection and other counterfeit risk mitigation processes will be employed to ensure the authenticity of the Work, and (iii) SELLER obtains the advance written approval of SIKORSKY AIRCRAFT AUSTRALIA LIMITED.
- d. SELLER shall maintain counterfeit risk mitigation processes in accordance with industry recognised standards and with any other specific requirements identified in this Contract.
- e. SELLER shall immediately notify SIKORSKY AIRCRAFT AUSTRALIA LIMITED with the pertinent facts if SELLER becomes aware that it has delivered Counterfeit Work or Suspect Counterfeit Work. When requested by SIKORSKY AIRCRAFT AUSTRALIA LIMITED, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM. SELLER, at its expense, shall provide reasonable cooperation to SIKORSKY AIRCRAFT AUSTRALIA LIMITED in conducting any investigation regarding the delivery of Counterfeit Work or Suspect Counterfeit Work under this Contract.

- f. This clause applies in addition to and is not altered, changed, or superseded by any quality provision, specification, statement of work, regulatory flow down, or other provision included in this Contract addressing the authenticity of Work.
- g. In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation SIKORSKY AIRCRAFT AUSTRALIA LIMITED's costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies SIKORSKY AIRCRAFT AUSTRALIA LIMITED may have at law, equity or under other provisions of this Contract.
- h. SELLER shall include this clause 24 or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to SIKORSKY AIRCRAFT AUSTRALIA LIMITED.

Excusable Delay

- 25. Subject to SELLER complying with its obligations pursuant to clause 26, SELLER shall be excused from, and shall not be liable for, failure of performance of its obligations under this Contract to the extent that such failure is due to a Force Majeure Event.
- 26. In order to be excused from performance under clause 25 SELLER shall submit, within ten (10) days of the start of the Force Majeure Event, a written notice stating a complete and detailed description of such event, the date of commencement, an estimate of the probable period of delay, and explanation indicating how such event was beyond the control of SELLER and not due to its negligence or fault and what efforts SELLER will make to minimize the length of delay. SELLER shall submit within ten (10) days of the end of the Force Majeure Event a written notice stating the impact to the schedule and evidence justifying the length of the delay.
- 27. If a delay due to a Force Majeure Event extends for thirty (30) days or more this Contract may be terminated by SIKORSKY AIRCRAFT AUSTRALIA LIMITED without additional cost and without liability to SELLER.

Stop Work

- 28. SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received SIKORSKY AIRCRAFT AUSTRALIA LIMITED, or for such longer period of time as the parties may agree and shall take all reasonable steps to mitigate further minimize the incurrence of costs allocable to the Work during the period of Work stoppage.
- 29. Within such period, SIKORSKY AIRCRAFT AUSTRALIA LIMITED shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles in clause 17 shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

Intellectual Property

- 30. Ownership of all Foreground Information shall vest in SIKORSKY AIRCRAFT AUSTRALIA LIMITED on creation. SELLER hereby assigns and shall assign all right, title, and interest in the Foreground Information to SIKORSKY AIRCRAFT AUSTRALIA LIMITED, including without limitation all copyrights, patent rights and other intellectual property rights therein and further shall execute, at SIKORSKY AIRCRAFT AUSTRALIA LIMITED's request and expense, all documentation necessary to perfect title therein in SIKORSKY AIRCRAFT AUSTRALIA LIMITED. SELLER shall assist SIKORSKY AIRCRAFT AUSTRALIA LIMITED, at SIKORSKY AIRCRAFT

AUSTRALIA LIMITED's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause.

31. SELLER warrants that the Work performed or delivered under this Contract and the use by SIKORSKY AIRCRAFT AUSTRALIA LIMITED or its customers of any such Work will not infringe or otherwise violate the intellectual property rights of any third party in Australia or any foreign country.
32. To the extent that any Background Information used, included, or contained in the Work or deliverable items and not owned by SIKORSKY AIRCRAFT AUSTRALIA LIMITED pursuant to this or a previous agreement with SELLER, SELLER grants to SIKORSKY AIRCRAFT AUSTRALIA LIMITED an irrevocable, non-exclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such Background Information and (ii) authorize others to do any, some or all of the foregoing.
33. Tangible media storing all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to SIKORSKY AIRCRAFT AUSTRALIA LIMITED pursuant to this Contract shall become the sole property of SIKORSKY AIRCRAFT AUSTRALIA LIMITED.

Confidentiality

34. Each Party must:
 - a. keep the Confidential Information of the other Party confidential;
 - b. not use or copy the Confidential Information of the other Party for any purpose other than to perform that party's obligations or exercise that party's rights under this Contract; only allow access to the Confidential Information of the other Party to the employees, officers and agents of the Party who have a need to know the Confidential Information and who are bound by obligations of confidence to that party to at least the standard contemplated by this clause 34;
 - c. not disclose the Confidential Information of the other Party to any third party; and
 - d. not use the Confidential Information of the other Party to the disadvantage of that other Party.
35. The obligations of confidence contemplated by clause 34 do not apply in relation to Confidential Information of the other Party to the extent that the Confidential Information is required to be disclosed under applicable law or the rules of a stock exchange, but only if the disclosing party has given the other party all available notice to enable the other party to attempt to remove that requirement and the disclosing party only discloses the minimum information required.
36. Except to the extent required by law, SELLER (or any subcontractor of SELLER) shall not make any public release or confirmation or denial of same with respect to this Contract or the subject matter hereof without the prior written approval of SIKORSKY AIRCRAFT AUSTRALIA LIMITED. SELLER shall not use "Sikorsky Aircraft Australia Limited", "Sikorsky Helitech", "Sikorsky Aircraft Corporation" or any other trademark or logo owned by SIKORSKY AIRCRAFT AUSTRALIA LIMITED or Lockheed Martin Corporation, in whatever shape or form, without the prior written approval of SIKORSKY AIRCRAFT AUSTRALIA LIMITED.

Insurance

37. SELLER must procure and maintain:
 - a. workers' compensation insurance in respect of those SELLER's officers, employees, agents and subcontractors involved in the provision of the Work; and
 - b. such other insurances and on such terms and conditions as a prudent contractor, providing supplies and/or services similar to the Work, would procure and maintain.

38. SELLER shall provide SIKORSKY AIRCRAFT AUSTRALIA LIMITED thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. If requested, SELLER shall provide SIKORSKY AIRCRAFT AUSTRALIA LIMITED with a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of SIKORSKY AIRCRAFT AUSTRALIA LIMITED and is not contributory with any insurance which SIKORSKY AIRCRAFT AUSTRALIA LIMITED may carry.

Access to Facilities

39. SELLER'S personnel, including SELLER's subcontractors, shall comply with all SIKORSKY AIRCRAFT AUSTRALIA LIMITED security, safety, rules of conduct, badging and personal identity, and related requirements while on SIKORSKY AIRCRAFT AUSTRALIA LIMITED or customer premises ("Premises"). In addition, prior to entry to any on Premises, SELLER shall coordinate with SIKORSKY AIRCRAFT AUSTRALIA LIMITED to gain access to the Premises. SELLER shall provide information reasonably required by SIKORSKY AIRCRAFT AUSTRALIA LIMITED to ensure proper identification of personnel, including but not limited to verification of citizenship or right to work, lawful permanent resident status, protected individual or other status. SIKORSKY AIRCRAFT AUSTRALIA LIMITED may, at its sole discretion, direct SELLER to remove any individual SELLER personnel or subcontractor from any Premises and require that such personnel or subcontractor not be reassigned to any other Premises under this Contract.

Anti-corruption

40. SELLER shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the Criminal Code Act 1995 irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption.
41. In carrying out its responsibilities under this Contract, SELLER represents that:
- a. SELLER has not paid, offered, promised to pay or authorised and will not pay, offer, promise to pay, or authorise the payment directly or indirectly of any monies or anything of value (in the form of entertainment, gifts, gratuities, kickbacks or otherwise) for the purpose of obtaining or rewarding favourable treatment as an SIKORSKY AIRCRAFT AUSTRALIA LIMITED supplier.
 - b. SELLER has not paid, offered, promised to pay or authorised and will not pay, offer, promise to pay, or authorise the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist SIKORSKY AIRCRAFT AUSTRALIA LIMITED or SELLER in obtaining or retaining business or directing business to any person.
 - c. SELLER shall notify SIKORSKY AIRCRAFT AUSTRALIA LIMITED it is becomes aware that any owner, partner, officer, director or employee of SELLER or of any parent or subsidiary company of SELLER is or becomes an official or employee of the government or of an agency or instrumentality of a government or a candidate for political office or a political party official during the term of this Contract.

- d. SELLER has not made and will not make, either directly or indirectly, any improper payments, including but not limited to facilitation payments, gratuities or kickbacks.
 - e. SELLER has established and will maintain an effective business ethics and compliance program and procedures to prevent corruption and ensure compliance with applicable laws and regulations.
 - f. SELLER will promptly disclose to SIKORSKY AIRCRAFT AUSTRALIA LIMITED together with all pertinent facts any violation, or alleged violation, of applicable anticorruption laws and regulations in connection with the performance of this Contract.
42. SELLER shall include clauses 40 to 42 or equivalent provisions in any subcontracts under this Contract.

Retention of Records

43. Unless a longer period is specified in this Contract or by law, SELLER shall retain all records related to this Contract for three (3) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to SIKORSKY AIRCRAFT AUSTRALIA LIMITED or its customer upon request.

Default and Termination

44. In the event that SELLER:
- a. becomes bankrupt or insolvent, makes an arrangement with its creditors, has a receiver appointed over any of its assets or commences to be wound-up (not being a member's voluntary winding up for the purpose of amalgamation or reconstruction); or
 - b. fails to make progress so as endanger performance of this contract or observe any of the conditions of this Contract and fails to remedy the same within ten (10) days after receipt of notice from SIKORSKY AIRCRAFT AUSTRALIA LIMITED requiring the same to be remedied, then SIKORSKY AIRCRAFT AUSTRALIA LIMITED may by written notice to SELLER forthwith terminate this Contract or any specified part thereof.
45. Upon termination in accordance with clause 44, and with respect to that part of this Contract terminated:
- a. no further sums shall become due to SELLER save in respect to Work delivered and accepted prior to termination, payment for which shall be postponed at SIKORSKY AIRCRAFT AUSTRALIA LIMITED's election, until such time SIKORSKY AIRCRAFT AUSTRALIA LIMITED claims against SELLER under this Contract shall have been finally established and quantified;
 - b. SIKORSKY AIRCRAFT AUSTRALIA LIMITED shall be entitled to procure from any alternative source the supply of Work in replacement of Work not delivered prior to the termination. Any additional costs incurred by SIKORSKY AIRCRAFT AUSTRALIA LIMITED in finding and arranging such alternative source shall be sums due and owing by SELLER to SIKORSKY AIRCRAFT AUSTRALIA LIMITED; and
 - c. Seller shall continue all Work not terminated.

The provisions of this clause shall be without prejudice to any other remedy SIKORSKY AIRCRAFT AUSTRALIA LIMITED may have under this Contract or any applicable law.

46. SIKORSKY AIRCRAFT AUSTRALIA LIMITED may terminate all or part of this Contract for its convenience by giving written notice to SELLER. Upon termination in accordance with this clause 46:
- a. SELLER must immediately: (i) cease all work; (ii) prepare and submit to SIKORSKY AIRCRAFT AUSTRALIA LIMITED an itemization of all completed and partially completed deliverables and services; (iii) deliver to SIKORSKY AIRCRAFT AUSTRALIA LIMITED any and all Work completed up to the date of termination at the agreed upon prices; and (iv) deliver upon request any Work in process;
 - b. In the event SIKORSKY AIRCRAFT AUSTRALIA LIMITED terminates for its convenience after performance has commenced and the parties cannot agree upon a reasonable restocking or service charge, SIKORSKY AIRCRAFT AUSTRALIA LIMITED will compensate SELLER for the actual and reasonable expenses incurred by SELLER for Work in process up to and including the date of termination provided SELLER uses reasonable efforts to mitigate SIKORSKY AIRCRAFT AUSTRALIA LIMITED's liability under this clause;
 - c. In no event shall SIKORSKY AIRCRAFT AUSTRALIA LIMITED be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination; and
 - d. SELLER shall continue all Work not terminated.

Dispute

47. If a dispute arises under or in connection with this Contract, the parties must negotiate in good faith a resolution to such dispute before having recourse to an action at law or in equity. Nothing in this clause 47 prevents a party from making an application for urgent interlocutory relief.

Precedence

48. Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) face of the Purchase (including any continuation sheets), as applicable, including any special terms and conditions; (2) these terms and conditions; and (3) the statement of work (if any).

Miscellaneous

49. Any notice hereunder given by one party to the other shall be sufficiently given if signed on behalf of that party and delivered at or posted to the other party's address as stated herein.
50. SELLER must comply with all applicable laws in undertaking the Works or otherwise complying with its obligations pursuant to this Contract. SELLER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local, state, and/or federal governmental authority.
51. This Contract integrates, merges and supersedes any prior offers, negotiations, and agreements concerning the subject matter of this Contract and constitutes the entire agreement between the parties.
52. Clauses 1 to 2 (Definitions and Interpretation), 23 (Warranty), 30 to 33 (Intellectual Property), 34 to 36 (Confidentiality), 40 to 42 (Anti-corruption), 43 (Retention of Records), 47 (Disputes), 53 (Independent Contractor), 54 (Indemnities) and 58 (Governing Law) shall survive the expiry or earlier termination of this Contract.

53. SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform Work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to SIKORSKY AIRCRAFT AUSTRALIA LIMITED.
54. SELLER shall indemnify SIKORSKY AIRCRAFT AUSTRALIA LIMITED and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including attorneys' fees (on a solicitor client basis), all litigation and/or settlement costs, arising:
 - a. from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors, in the performance of any of its obligations under this Contract;
 - b. by reason of property damage or loss or personal injury to any person caused in whole or in part by the acts or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors; or
 - c. out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.
55. SELLER shall not assign any part of this Contract without SIKORSKY AIRCRAFT AUSTRALIA LIMITED's prior written consent. SELLER shall be responsible for all Work performed or supplied by any subcontractors under this Contract.
56. Failure by a party to exercise, or delay in exercising, a right does not prevent its exercise or operate as a waiver.
57. If a provision of this Contract is invalid or unenforceable in any jurisdiction it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability and that fact does not affect the validity or enforceability of that provision in any other jurisdiction or the remaining provisions.
58. This Contract shall be governed by the laws of the Relevant Jurisdiction. The parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.