

CUSTOMER CONTRACT REQUIREMENTS
CAE DAFCS-HARDWARE
CUSTOMER CONTRACT CAE 270819

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below. If this contract is for the procurement of commercial items under a Government prime contract, as defined in FAR Part 2.101, see Section 3 below.

1. Prime Contract Special Provisions The following prime contract special provisions apply to this purchase order

Changes:

Seller shall be deemed to have waived any claim for adjustment unless asserted in writing accompanied by a firm quotation including the cost or the additional time required for performance of the change within ten (10) days from receipt by Seller of notification of the change.

Product Origin and Export:

Seller shall provide (i) a NAFTA Certificate of Origin, when Goods provided under the PO originate in North America or a statement specifying the country of origin when Goods originate outside North America;

(ii) the appropriate U.S. Schedule B or HTS tariff classification, and (iii) NAFTA Preference Criteria if applicable. In order to facilitate Buyer's ongoing ability to support its customers with the Goods provided by Seller, Seller shall, in a method acceptable to both Parties (electronic or written), provide Buyer with U.S. Export Administration and U.S. Bureau of Census information, or any other document required in any other jurisdiction, which will be adequate in form and content for Buyer to determine the appropriateness of its imports/exports. Additionally, Seller agrees to resubmit this information upon any changes, including changes to Goods that impact the applicable information.

Quality Assurance, Inspection and Acceptance:

At the Buyer's request, the Seller shall provide any specific quality documentation including a Quality Manual, which describes the Seller's quality system, or a Quality Plan, which details the application of the quality system for the specific procurement. The Seller Quality Manual/Plan shall be approved by the Buyer prior to commencement of the Goods, Work or Services. The Seller agrees to abide by the quality standard provisions indicated on the PO and / or in the Seller Quality Manual / Plan.

Hazardous Material:

Seller represents and warrants that it is in compliance with all applicable laws, including but not limited to the Canadian Hazardous Products Act or the U.S. Occupational Safety and Health Act (OSHA), as applicable. Seller also represents and warrants that the Goods or Work are compliant with rules and regulations of the European Union on the Limitation of Dangerous Substances, the Restriction of Hazardous Substances (2002/95/EC, 27 January 2003 (RoHS) and Waste of Electrical and Electronic Equipment (2002/96/EC, 27 January 2003 WEEE), as they may have been amended, as well as any national regulations and procedures enacted on the basis thereof, as applicable. Seller shall indemnify Buyer of any claims, damages, costs, expenses, fines and penalties of whatsoever nature that Buyer may incur related to any breach of the foregoing representations and warranties. Furthermore, if the Goods purchased herein are considered toxic or hazardous as defined in any laws or regulations, Seller shall provide a copy of the Material Safety Data Sheet (MSDS) with each shipment or as otherwise specified in the PO.

The Seller represents and warrants that the goods or work are compliant to the European Union's Registration, Evaluation, Authorization, and Restriction of Chemicals (REACH) Regulation 1907/2006 or the latest version in force on the date of the purchase order. In particular, the Seller must identify any Substances of Very High Concern (SVHC) present in the Goods (including components, materials, parts, and products) at or above the 0.1% weight by weight (w/w) concentration. If an SVHC is present at or above 0.1% w/w, the Seller must provide a declaration to Buyer meeting the requirements of Article 33 of the EU REACH Regulation. At the time of delivery, declaration to the Buyer must be dated and include the SVHC name, Chemical Abstracts Service (CAS) number, safe handling instructions, and the weight of the deliverable.

Conflict Minerals:

Seller shall support Buyer in its obligation to conform to Section 1502 (the Conflict Minerals Statutory Provision) of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act"). Seller shall not use Conflict Minerals originating from the Democratic Republic of Congo (DRC) or Covered Countries in, or to produce Goods delivered to Buyer, or in performing Services or Works in favor of Buyer. "Conflict Minerals" and "Covered Countries" have the

meaning ascribed to such terms in the Act.

Warranty:

Notwithstanding the warranty provision in the General Provisions, the warranty period shall be valid for thirty-six (36) months from delivery to Buyer. Seller further warrants, for a period of thirty-six (36) months following the completion of any Services provided by Seller under the PO, that such Services shall: (i) conform to the Specifications; and (ii) be performed in a professional manner conforming to industry standards for the performance of such Services.