

CUSTOMER CONTRACT REQUIREMENTS
CH-47D Repair BOA
CUSTOMER CONTRACT KFX-DAPA-61AB04010

CUSTOMER CONTRACT REQUIREMENTS

The following customer contract requirements apply to this contract to the extent indicated below.

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

A. FORCE MAJEURE

In accordance with General Provisions Article, Force Majeure, Seller shall notify Buyer in writing within 10 days after the beginning of any such cause. The notification shall include a written confirmation of the occurrence of the Force Majeure event issued by the Chamber of Commerce or a similar independent 3rd party in the location where the event occurred. The notification shall indicate that: (i) Seller could not reasonably foresee the occurrence of a Force Majeure event at the time of execution of the Contract, and (ii) that Seller could not control the failure of or the delay in delivery of the deliverable(s) due to such Force Majeure event.

B. MAINTENANCE OF SECRECY

1. Seller warrants that any data or information concerning or relating to this Contract shall not be disclosed without Buyer's written permission, except as necessary to obtain US Government licenses, permits, or approvals for the Contract. Seller shall protect data or information concerning or relating to this Contract from unauthorized disclosure.
2. Regardless of whether marked "Confidential," all documents and correspondence in relation to this Contract shall not be disclosed in anyway without Buyer's prior consent. Seller's obligations provided in this Article shall survive termination or completion of the Contract.

C. INTELLECTUAL PROPERTY RIGHTS

In addition to the requirements in the Patent, Trademark and Copyright Indemnity of the General Provisions, in the event a claim introduced by a third party for infringement results in an injunction or in a court decision prohibiting the use of the part or all of the Goods/Services because the Goods/Services in an infringement of a third party right, Seller shall:

1. attempt to procure for Buyer and the Customer, the right to continue using the infringing Good/Service during its lifetime; or
2. replace or modify the infringing Good/Service in compliance with the terms and conditions and specifications of this Contract, so that the infringement is discontinued.
3. use best efforts to take, at its own option, one of the actions described in D. 1 or D.2. above.

D. SPECIAL TERMS AND CONDITIONS FOR INTEGRITY PACT

1. The purpose of this clause is to stipulate what constitutes violation of the Integrity Pact and penalties for such violation.
2. Seller shall be aware of what is stipulated in the Integrity Pact, including prohibition of offering valuables or entertainment, and requesting certain information.
3. In the event there is any violation of the Integrity Pact in the areas listed below, the commissioner of DAPA holds the right to restrict participation in programs as stipulated in Defense Acquisition Program Act (article 59, Enforcement Decree articles 70 & 58) :
 - a. Promise or provision of payment or entertainment to the relevant public servants (including members of committees and/or subcommittees, as well as expert consultants in accordance with regulation 16 of Defense Program Management Regulation) to influence decisions or in the course of bidding, contract award, or signing & implementing a contract.
 - b. Request of certain information for a defense program.

c. Disclosure of certain information to a third party without approval, including R&D results obtained during implementation of the contract.

d. Taking money, wrongful action, or unfair measures against subcontractor(s) by abusing the position as the contractor in the course of signing a contract or implementing a program with a subcontractor.

4. In the event there is an action that constitutes a violation of the Integrity Pact, Buyer is entitled to terminate the Contract.

E. PROPER CONTRACT PRICE

1. Seller assures that all the prices specified in this Contract do not include any improper costs, and warrants that this Contract is made directly between Seller and Buyer.

2. Seller guarantees that the total Contract price stated in this Contract does not exceed the Seller's regular price offered to international customers, adjusted for time period, quantity of aircraft, flight hours and terms of sale.

F. SPECIAL PROVISION FOR PROHIBITION OF ANY DIRECT OR INDIRECT SALE OF GOODS/SERVICE TO NORTH KOREA

1. Any direct or indirect sale of the Goods/Service to North Korea is prohibited. The Goods/Services stated herein includes any related technical data and information.

2. Seller warrants that any goods/service same as or similar to the Goods/Service shall not be sold or transferred to North Korea, regardless of whether or not Seller is involved directly in such sale or transfer.

3. In case Buyer has obtained the information that Seller has violated these special provisions, Buyer shall:

a. Make a claim for recovery of all payments made to Seller, and (in this case, the Goods/Service delivered or in transit for delivery shall be returned to Seller at Seller's risk and expense,) and

b. Make a claim for recovery of other losses incurred to Buyer.

4. The term "sale" or "transfer" used herein covers lease, release, assignment or any other possession of the Goods/Services stated herein.

5. These special provisions are incorporated in and made part of this Contract, and shall survive all other terms and conditions under this Contract.

6. Where an agent for the Seller is involved in this contract, these special provisions are binding upon such agent.