

**CUSTOMER CONTRACT REQUIREMENTS**  
**Chinook Aircraft Support Agreement (ASA)**  
**CUSTOMER CONTRACT AIRHQ81107CH-47FIENG6T**

**CUSTOMER CONTRACT REQUIREMENTS**

The following customer contract requirements apply to this Contract to the extent indicated below. Please note, the requirements below are developed in accordance with Buyer's prime contract and are not modified by Buyer for each individual Seller or statement of work. Seller will remain at all times responsible for providing to any government agency, Buyer, or Buyer's customer, evidence of compliance with the requirements herein or that such requirements are not applicable to the extent satisfactory to the requesting party.

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

**AIRHQ81107CH-47FIENG6T Special Provisions .**

**Force Majeure**

Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be sufficient proof of commencement and cessation of a Force Majeure event and must be provided to the Buyer.

**Penalty for use of Undue influence:**

The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer's customer or otherwise in procuring the contract or Buyer's contract with Buyer's customer or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present contract, Buyer's contract with Buyer's customer, or any other contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present contract, Buyer's contract, or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offers by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer, Buyer's customer, or to any other person in a position to influence any officer/employee of the Buyer or Buyer's customer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, and refund of the amounts paid by the Buyer.

**Agents I Agency Commission:**

The Seller confirms and declares to the Buyer that the Seller has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller or award of Buyer's contract with Buyer's customer to the Buyer; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect to any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller may also be debarred from entering into any supply Contract with the

Government of India or supporting the Government of India for a period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the Seller who shall in such an event be liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer and/or Buyer's customer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India or with Buyer in support of the Government of India.