

Barnes Aerospace Aftermarket

GENERAL TERMS & CONDITIONS OF SALE

GENERAL

These terms and conditions of sale apply to the repair services offered by the Barnes Aerospace Aftermarket strategic business unit of Barnes Group Inc. (“**Barnes Aerospace Aftermarket**”) for turbine component repair. Any terms and conditions proposed in buyer’s purchase order which vary, add to or conflict with these terms and conditions of sale are objected to and are not binding on Barnes Aerospace Aftermarket. Any modification or addition to these terms and conditions will only be effective if accepted in writing by Barnes Aerospace Aftermarket. In the event different terms are specifically agreed to in writing, those terms shall be exclusive as to the particular subject covered.

QUOTATIONS/PRICE LISTS/TERMS OF SALE

Quotations: Price Quotations are valid for thirty (30) days from the date of issue and prices are quoted FOB Barnes Aerospace Aftermarket repair facility.

Price Lists: Price Lists are subject to change without advance written notice. Prices quoted are FOB Barnes Aerospace Aftermarket repair facility.

Delivery and Risk of Loss: Delivery shall be made to buyer FOB Barnes Aerospace Aftermarket repair facility. Any items and parts shipped or delivered to Barnes Aerospace Aftermarket for repair, appraisal, coating, inspection, or any other process shall remain the property of the buyer and risk of loss for such items and parts shall remain in the buyer. At all times it is agreed that Barnes Aerospace Aftermarket is not the insurer of any such items or parts. Barnes Aerospace Aftermarket’s sole obligation is to use ordinary care in receiving and processing such items and parts. All shipments shall be by air freight unless otherwise agreed. Unless otherwise specified, the buyer shall pay all costs of transporting components and parts to and from the Barnes Aerospace Aftermarket facility.

Payment Terms: Payment terms unless otherwise specifically agreed to in writing are C.O.D. prior to the establishment of credit, thereafter net 30 days from date of invoice will apply. A monthly invoice carrying charge may be assessed for invoices not paid in net 30 days.

If, in the sole judgment of Barnes Aerospace Aftermarket, the financial condition of buyer does not support commencement or continuance of any repairs, or shipment of completed material, Barnes Aerospace Aftermarket may make a written demand for full or partial payment in advance. At Barnes Aerospace Aftermarket’s sole option it may suspend performance until such payment is received and cancel if such payment is not received within 30 days of such demand.

TAXES

United States Sales:

The price does not include any Federal, state or local property, license, privilege, sales, use, excise, gross receipts, value added or other like taxes which may be applicable to, or imposed upon, the

transaction, the property, its sale, repair, overhaul of, replacement, transportation, delivery, its value or its use, or any services performed in connection therewith. Such taxes are for the account of the buyer and the buyer agrees to pay or reimburse any such taxes which Barnes Aerospace Aftermarket or its contractors or suppliers are required to pay.

Sales Outside of the United States:

All present and future taxes (other than corporate income taxes imposed on Barnes Aerospace Aftermarket), duties, tariffs, fees and other charges, including, but not limited to excise, import, purchase, sales, use, turnover, added value, consular, gross receipts, gross wages, and similar assessment imposed by the United States or the buyer’s government (or the government of any country through which the product must pass en route from the country of origin to the country of destination) or any subdivision thereof or any taxing authority or any agencies therein with respect to this order or the subject matter thereof, shall be the obligation of the buyer. Any such items paid by Barnes Aerospace Aftermarket shall be added to the price and buyer shall reimburse Barnes Aerospace Aftermarket for the amount of such taxes, duties, tariffs, fees and other charges and expenses incidental thereto upon presentation of an invoice therefore.

EXCUSABLE DELAY

Barnes Aerospace Aftermarket shall not be liable for failure to perform or for delay in performance due to any cause beyond its reasonable control including but not limited to fire, flood, strike or other labor difficulty, act of God, any legal proceeding, act of any governmental authority, act of the buyer, war, riot, sabotage, civil disturbance, embargo, fuel or energy shortage, wreck or delay in transportation, major equipment breakdown, inability to obtain necessary labor, materials or manufacturing facilities from usual sources, or any act, delay or failure to act of Barnes Aerospace Aftermarket’s suppliers and subcontractors of any tier beyond Barnes Aerospace Aftermarket’s or such supplier’s or subcontractor’s reasonable control.

In the event of delay in performance due to any such cause, the date of shipment or time for completion will be extended by a period of time reasonably necessary to overcome the effect of such delay.

WARRANTY

Barnes Aerospace Aftermarket warrants that, for a period of one year from acceptance, the work performed and materials supplied under the contract or purchase order will conform to the contract specifications and be free of defects in workmanship and material. Barnes Aerospace Aftermarket reserves the right to substitute FAA approved materials for the original equipment manufacturer’s material.

Acceptance shall be deemed to occur upon inspection by buyer or after two (2) months from the date of delivery by Barnes Aerospace Aftermarket to buyer, whichever occurs first. Under no circumstances will Barnes Aerospace Aftermarket warrant parts after engine run.

If buyer believes that there exists a failure of the materials or work performed hereunder to conform to the above warranty, buyer will

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promptly notify Barnes Aerospace Aftermarket of such alleged failure in writing and will provide Barnes Aerospace Aftermarket with reasonable access to the items in question in order to investigate and to determine whether or not Barnes Aerospace Aftermarket agrees that a failure to conform to the warranty exists. Should any failure to conform to this warranty appear, Barnes Aerospace Aftermarket shall correct such non-conformance at its option by repair or replacement, at a Barnes Aerospace Aftermarket factory, of the non-conforming part or parts. All breach of warranty claims must be made within 12 months after acceptance.

In connection with any Barnes Aerospace Aftermarket warranty work, buyer shall be responsible for the cost of providing access to the non-conforming part or parts including disassembly, removal, replacement and reassembly of any equipment, materials or structures.

If it is necessary for buyer to return equipment or materials to the Barnes Aerospace Aftermarket designated facility for work under this warranty, Barnes Aerospace Aftermarket shall pay all freight costs involved provided that the method of shipment is agreed upon by Barnes Aerospace Aftermarket and buyer prior to shipment.

Warranties and Remedies are exclusive / Limitations of Liability:

The above warranties do not cover, and Barnes Aerospace Aftermarket will have no responsibility for any failure to meet any warranty caused by any failure of buyer or its agents to store, install, operate, inspect or maintain the components and material covered by these terms and conditions in accordance with the recommendations of the engine manufacturer or in the absence of such recommendations, in accordance with the generally accepted practices of the industry, including but not limited to applicable quality assurance procedures relating to the installation of the items covered by these terms and conditions or resulting from any defect in any casting, forging part or assembly delivered to Barnes Aerospace Aftermarket by buyer that did not occur as a result of any work performed by Barnes Aerospace Aftermarket. Buyer agrees to indemnify and save Barnes Aerospace Aftermarket and its affiliates harmless from any and all such liability.

Remedies are exclusive:

Buyer expressly agrees that, notwithstanding any other provision of these terms and conditions, under no circumstances shall Barnes Aerospace Aftermarket's total aggregate liability resulting from the performance, failure to perform or breach of Barnes Aerospace Aftermarket's obligations herein or from any activity undertaken by Barnes Aerospace Aftermarket with respect to the items, repairs and services covered by this contract, whether based on negligence of any kind, strict liability or tort, on the part of Barnes Aerospace Aftermarket or its suppliers or subcontractors of any tier, or otherwise, exceed the value of the purchase order or delivery order which is applicable to the item or parts in question.

THE WARRANTIES SET FORTH ABOVE ARE THE ONLY WARRANTIES APPLICABLE TO REPAIRS, MATERIALS, AND WORK SUPPLIED OR PERFORMED BY BARNES

AEROSPACE AFTERMARKET. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO IMPLIED OR EXPRESS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH ARE HEREBY DISCLAIMED. THE REMEDIES FOR BREACH OF WARRANTIES SET FORTH ABOVE ARE EXCLUSIVE REMEDIES AND BARNES AEROSPACE AFTERMARKET SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

CHANGES

Any changes in orders requested by buyer, including without limitation the scope of work, delivery, or increase or decrease in quantities shall only be effective if accepted in writing by Barnes Aerospace Aftermarket. Such changes may require other terms and conditions to be modified, including price terms and Barnes Aerospace Aftermarket reserves the right to make such adjustments.

GENERAL

The contract arising pursuant to this order shall be governed by the laws of the State of Connecticut without giving effect to its conflict of law principles. Barnes Aerospace Aftermarket's remedies provided herein shall be cumulative and in addition to any other remedies provided by law or equity. Either party's failure to insist on performance of any of the terms and conditions of this order or exercise any right shall not be deemed a waiver unless in writing signed by the party waiving performance. A waiver on one occasion shall not thereafter operate as a waiver of any other terms, conditions or rights, whether or the same or similar type.

Whether or not there is a tooling charge specified on the face of the order, title and possession to all tools shall remain with Barnes Aerospace Aftermarket and are not removable from Barnes Aerospace Aftermarket.