

ESTERLINE CORP.
ENGINEERED MATERIALS GROUP
CUSTOMER SILICONE ELASTOMERS
HASKON AEROSPACE
KIRKHILL ELASTOMERS
TA AEROSPACE

GENERAL TERMS AND CONDITIONS

1. **GENERAL:** The following terms and conditions are applicable in addition to the terms and conditions appearing on the reverse side hereof. The term "supplies" as used herein means the merchandise and services to be delivered or performed hereunder.
2. **ACCEPTANCE:** All orders are subject to formal acceptance by Seller. Acceptance is expressly contingent on Buyer's acceptance of all terms and conditions as set forth herein. Any of the terms and conditions of Buyer's order which are inconsistent with or in addition to the terms and conditions hereof shall not be considered applicable to the sale or shipment of supplies mentioned and referred to herein. In the absence of prompt written notification to the contrary, the sale and shipment by the Seller of the supplies covered hereby shall be conclusively deemed to be subject to the terms and conditions hereof. Orders not initially accepted must also be adjusted for delivery impact in any resulting change order or corrected purchase order.
3. **PRICE:** Unless otherwise separately and expressly set forth herein:
 - (a) Prices to not include transportation charges, drawings, export or special packaging, markings, or any compliance testing such as special environmental, vibration, life cycle, extreme temperature, etc.
 - (b) Prices to not include inspection charges for inspection performed, at the request of Buyer, by outside individuals, entities or agents.
 - (c) Prices herein shall be subject to an additional charge to cover any existing or future sales, use or similar tax which may be applicable and all duties, imports, and similar levies, except where Buyer properly furnishes appropriate certificates of exemption therefrom.
4. **QUANTITY DISCOUNTS:** Quantity discounts, if quoted, are computed separately for each item and are based on the quantity ordered at any one time, provided, however, that increased quantities through separate purchase orders or otherwise may be combines for more advantageous quantity discounts if:
 - (a) The orders to be combined or the orders for increased quantities are received within two consecutive business days of each other, and
 - (b) Each such order references prior orders to be combined, and
 - (c) The items to be combined are identical, and
 - (d) All shipments of supplies combined for more advantageous quantity discounts must be scheduled for shipment within one year of the date of initial purchase order.
5. **TERMS:** Unless otherwise stated or agreed to, payment terms are Net 30 days. Seller reserves the right, at any time, to require payment in advance or C.O.D. and otherwise modify credit terms. Should Seller initiate actions against Buyer for failure to make payment pursuant to Seller's payment terms, the Seller shall be reimbursed all costs of collection including reasonable attorney's fees.
6. **CHANGES:** All changes in drawings, designs, specifications, packaging, delivery schedules or delivery destinations will be mutually agreed to in writing. If any such change causes any increase or decrease in the cost or the time required for performance, then Buyer and Seller will agree to make an equitable adjustment to the order price and/or delivery schedule.
7. **CANCELLATION:** In the event of a cancellation, Seller shall immediately stop work and shall cause any and all of it's suppliers and subcontractors to immediately cease work. Subject to the terms of this order, cancellation charges, if applicable, will be submitted to the Buyer for payment.
8. **SHIPMENTS:** All shipments shall be FOB Seller's plant unless otherwise specified. In the absence of specific instructions, Seller will select the carrier. Risk of loss shall pass to Buyer upon delivery of the supplies to the carrier or delivery service. Supplies held for Buyer or stored for Buyer shall be at Buyer's risk and expense. Payment for any shipment of supplies postponed at Buyer's request shall be due from the date previously specified in the order for shipment or from the date notice is given that the supplies are ready for shipment, whichever is later. Claims against Seller for shortages must be made in writing with ten (10) days after receipt by Buyer of the shipped supplies.
9. **DELIVERY:** Unless otherwise specified, deliveries may be made in one or several lots with each delivery deemed to be a separate sale. Seller reserves the right to specify time of delivery whenever Buyer fails to express a specific delivery date or whenever Buyer seeks to reserve the right to later specify a delivery date. Seller will not be liable for any delay in the performance of orders or contracts or in the delivery or shipment of supplies or for any damages suffered by Buyer by reason of such delay when it is caused directly or indirectly, or in any manner arises from fire, floods, accidents, riots, acts of God, or Governmental interference, or embargoes (including specifically but not exclusively, any orders, rules, or regulations issued by any official or agency of any such Government), strikes, labor difficulties, shortage of labor, fuel, power, materials or supplies, transportation delays or any cause beyond Seller's control, whether or not similar in nature to any of those specified.

10. **WARRANTIES:** Seller warrants that all supplies ordered to specifications will conform thereto and to the drawings, samples, or other description furnished by Buyer. THERE ARE NOT WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, INCLUDING THE WARRANTY OF MERCHANTABILITY. Seller warrants that neither the use alone, nor the sale in its original state of the supplies delivered will infringe the claims of any United States patent.
11. **SELLER'S LIABILITY AND NOTICES:** Seller's liability for defective supplies is limited to either repair, replacement, or refund of the purchase price at Seller's election, provided the defective supplies are returned to Seller, at Seller's request, transportation charges prepaid by Buyer. Supplies shall not be returned to Seller without Seller's permission. UNDER NO CIRCUMSTANCES SHALL SELLER BE OBLIGATED FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES, LOSSES OR EXPENSES IN CONNECTION WITH OR BY REASON OF ANY BREACH. SELLER'S LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE SUPPLIES. THE REMEDIES EXPRESSED ARE EXCLUSIVE. No claims for defective supplies may be made except in writing, providing such claims are received by Seller within sixty (60) days from the date of delivery. In the event any other default is claimed, notice shall promptly be given to Seller.
12. **TOOLS:** Unless otherwise expressly and separately provided, Seller shall retain title to and possession of any models, patterns, dies, molds, jigs, fixtures and tools made for or obtained for the furnishing of this order.
13. **PROPRIETARY RIGHTS:** With respect to any supplies specified herein or any other item, notwithstanding anything to the contrary contained in the request for quotation, the quotation, this acknowledgement, or any purchase order or contract with respect thereto, or in any plans, specifications, drawings, schedules, or tables, contained in or incorporated therein by reference or otherwise, under no circumstances will:
- (a) Buyer have access to any portion of Seller's facilities deemed to be proprietary by the Seller;
 - (b) Buyer have access to any proprietary data or information;
 - (c) Buyer have any right or rights in or to proprietary data or information;
 - (d) Seller be deemed to grant a license to or any right in any patent, applications for patent, proprietary data or information.
- Seller shall not be bound by any provision under any prime or other contract under which the Buyer may utilize the supplies. "Proprietary data or information," as used herein, means any data providing information concerning Seller's trade secrets such as may be contained in, but not limited to, any formula or device of compilation of information such as Seller's manufacturing methods or processes, treatment and chemical composition of material, plant layout and tooling.
14. **WAIVER:** All rights of the Seller hereunder are separate and cumulative, and no one of them, whether or not exercised, shall be deemed to be an exclusion of any of the other rights and shall not limit or prejudice any other legal or equitable right which the Seller may have. No waiver by Seller of any of its terms, conditions, rights or privileges shall be deemed as thereafter waiving any such terms, conditions, rights or privileges.
15. **REFERENCED SPECIFICATIONS:** Seller shall not be required to perform nor comply with any specifications which are or may be incorporated by reference unless such specifications are separately and specifically assented to in writing by Seller.
16. **CONTROLLING PROVISIONS:** These terms and conditions supersede any provisions, terms and conditions contained on any confirmation order or other writing Buyer may give or receive and the rights of Buyer and Seller shall be governed exclusively by these provisions, terms and conditions. Seller makes no representations or warranties concerning this acknowledgment except those expressly contained herein. This acknowledgement may not be changed or modified orally. Any change or modification must be in writing and signed by an officer of Seller. The laws of the State of California shall apply.

JULY 2004