



Terms and Conditions of Purchase of MTU Aero Engines North America Inc. (MTU AENA)

rev_October2016

1 General

- 1.1 These general terms and conditions of purchase, together with those terms contained in the Supply Contract (as that term is hereinafter defined), together with all amendments to which MTU AENA has agreed in writing constitute the entire agreement between MTU and Supplier with respect to the purchase by MTU AENA of any goods ("Goods") or services ("Services") from the Supplier.
- 1.2 MTU AENA expressly rejects the Supplier's general terms and conditions of sale and supply and such terms shall not apply and shall not form part of any Supply Contract (as that term is hereinafter defined) between the parties, even if MTU AENA has not expressly objected to such terms or if the Supplier has stated that it will only deliver Goods and/or perform the Services subject to its own general terms and conditions.

2 Orders, Acceptance and Order Amendments

- 2.1 MTU AENA shall submit orders for Goods and/or Services to Supplier by submitting a written purchase order (a "Purchase Order") to Supplier electronically or by fax or email. Supplier shall accept or reject a Purchase Order by completing the pre-printed order acknowledgment form attached to the Purchase Order. Upon Supplier's acceptance of a Purchase Order, a binding contract for the supply and purchase of Goods and/or Services (as applicable) is formed between MTU AENA and Supplier (the "Supply Contract"). These Terms and Conditions of Purchase form an integral part of the Supply Contract.
- 2.2 In any correspondence in connection with the fulfillment of a Supply Contract, Supplier shall include the name and department of the responsible MTU AENA buyer as well as MTU AENA's purchase order number.
- 2.3 If the Supplier does not accept a Purchase Order within two (2) weeks of its receipt by Supplier, MTU AENA shall have the right to revoke such Purchaser Order.
- 2.4 MTU AENA may, by written notice to the Supplier, request that the Supplier make changes to the Goods relating to design and process. Supplier shall use its commercially reasonable efforts to accommodate MTU AENA's change requests. Within ten (10) days of delivery of MTU AENA's requested change, Supplier shall provide MTU AENA with a quote for the price of any requested changes to Goods. MTU AENA in its discretion may accept or reject Supplier's quoted price.



- 2.5 Supplier shall immediately inform MTU AENA in writing of any proposals for alterations to Goods and Services specified in a Purchase Order and of the proposed costs and details of such alterations. MTU AENA in its sole discretion may choose to accept or reject any such proposed alterations. Any proposed alteration or amendment by Supplier to the Goods and/or Services specified in a Purchase Order will only be effective if MTU AENA has agreed to such proposed alteration in writing.
- 2.6 Supplier shall ensure that the Goods and Services provided comply with all applicable laws of the State of Connecticut and the federal laws of the United States of America, including all safety engineering regulations as well as environmental, accident prevention and other health and safety regulations. Furthermore, Supplier shall notify MTU AENA of any special, not commonly known, handling and disposal arrangements that may be required in connection with any delivery or service. Supplier shall package, label and ship hazardous products in compliance with the applicable national and international laws and regulations. In particular, the Supplier shall provide MTU AENA with a safety data sheet in the English language.

3 Furnished Materials

- 3.1 Materials and objects of any kind furnished by MTU AENA to Supplier or paid for by MTU AENA and all replacements thereof and materials attached thereto ("MTU AENA Materials"), shall be and remain the sole property of MTU AENA. Supplier shall take all necessary measures to store and hold in safe custody the MTU AENA Materials. Supplier shall label the MTU AENA Materials as MTU AENA's property and shall use these solely for the purposes designated by MTU AENA.
- 3.2 Supplier undertakes to carry out any maintenance or inspection work that may be required on MTU AENA Materials. Supplier shall, at its sole expense, obtain sufficient insurance coverage to cover any loss or damage of the MTU AENA Materials while in the custody of Supplier, including loss or damage suffered during transportation to or from any third party, and to provide evidence of such insurance coverage to MTU AENA upon MTU AENA's request.

4 Rights of Use / Industrial Property Rights

- 4.1 Supplier grants MTU AENA the non-exclusive, assignable, royalty-free right, without restriction as to time and location, to use in connection with the usage of the deliveries and services (e.g. repairs or integration in other products) the Supplier's industrial property rights and/or know-how that are contained in the Goods and Services. This right to use shall be granted for all types of uses and shall also apply to items protected by copyright contained in the Goods and Services, especially software and related documentation. Backup copies may be made. Supplier shall inform MTU AENA immediately of any industrial property rights achieved, created or otherwise attained by



the Supplier in respect of the Goods and Services during the performance of a Supply Contract.

- 4.2 If the Goods and Services have been developed solely by MTU AENA or developed, adapted, tested or assessed jointly by Supplier and MTU AENA, the Goods and Services, or component or parts thereof, shall not be supplied to third parties without MTU AENA's prior consent. The same shall apply to deliveries that have been developed solely by the Supplier but have been paid for by MTU AENA.
- 4.3 To the extent the Supply Contracts cover research or development work, the rights to all work results achieved by Supplier in the performance of a Supply Contract including drawings, documents in electronic form, computer programs and technical documents ("Development Results") shall be the exclusive property of MTU AENA. Supplier shall fully and comprehensively disclose all Development Results to MTU AENA. Supplier shall inform MTU AENA without delay of any patentable Development Results and shall upon request provide MTU AENA with any and all information regarding such patentable Development Results. Ownership of patentable Development Results shall be deemed to be transferred to MTU AENA when such a Supply Contract is concluded. Supplier shall unconditionally claim patentable Development Results developed by its employees in the performance of such Supply Contract by asserting the rights toward the inventor. Through asserting this claim, the patentable Development Results shall be deemed to be transferred to MTU AENA. The granting of the aforementioned rights shall be deemed to have been satisfied with the payment of the prices agreed in the Supply Contract.

5 Confidentiality

- 5.1 In these Terms and Conditions of Purchase, "Confidential Information" shall mean all commercial and technical information, documents, data, knowledge and inventions (whether patentable or not) and in whatever form (verbal, written, digital or embedded in hardware) made accessible to Supplier or obtained by Supplier from MTU AENA. This includes but is not limited to design schemes, processes, drawings, specifications/procedures, designs, design data, inspection results, price lists, training documents and catalogs or printer's copies, engineering models (e.g. 3D models), tools, patterns, samples or similar items as well as copyrights or other rights contained in the information or in an application for patents or design patents.
- 5.2 Supplier shall during and after termination of its cooperation with MTU AENA (a) treat such Confidential Information as confidential, (b) not disclose Confidential Information to third parties, (c) appropriately protect Confidential Information against access by third parties, (d) use Confidential Information only for the purposes of the Supply Contract and (e) make available Confidential Information only to those employees who need to know



the Confidential Information in order to perform the Supply Contract and who have been obligated to confidentiality to the same extent as Supplier itself. If MTU AENA has consented to Supplier subcontracting the provision of all or a portion of the Goods or Services to a third party, Supplier shall ensure that such subcontractor abides by the confidentiality obligations contained in this Article 5. Confidential Information shall at all times remain MTU AENA's unrestricted property. Supplier shall have no right whatsoever to retain Confidential Information. The duplication or reproduction of Confidential Information is permissible only within the limits of internal requirements and subject to copyright regulations. The confidentiality obligations contained in this Article 5 shall not apply to information that (a) is or becomes publicly known, (b) was known to the Supplier before its disclosure by MTU AENA; (c) was demonstrably developed independently or was otherwise lawfully received by Supplier or (d) the disclosure of which is required by applicable law, provided that if the Supplier is required to disclose any Confidential Information under applicable laws or regulations, Supplier shall before making any such disclosure, notify MTU AENA of such requirement to disclose the Confidential Information.

- 5.3 Upon MTU AENA's request, Supplier shall promptly return Confidential Information and copies thereof to MTU AENA Program Leader or Task Team Lead (TTL) and upon MTU AENA's request will destroy all copies of documents, notes, analyses, compilations, studies or summaries that contain or concern Confidential Information and provide MTU AENA with a certificate to that effect.

6 Subcontracting

Supplier shall not subcontract any of its obligations under a Supply Contract without MTU AENA's prior written consent. Supplier shall require any permitted subcontractors to comply with the requirements set out in Article 5.

7 Place of Performance, Shipment, Export Control Conditions

- 7.1 The place of performance for deliveries of Goods and performance of Services shall be stated in the Supply Contract. If no such place of delivery or performance is stated in the Supply Contract, MTU AENA AENA company headquarters in Connecticut shall be deemed to be the place for delivery and/or of performance.
- 7.2 For deliveries not involving assembly or installation work, risk of loss shall pass to MTU AENA upon receipt of the deliveries at the place of delivery stated by MTU AENA in the Supply Contract. For deliveries involving assembly or installation work, the risk shall pass to MTU AENA upon MTU AENA's acceptance of such assembly or installation work at the place of delivery.



- 7.3 Supplier shall ensure that all shipments of Goods comply with MTU AENA's shipping instructions set out in the applicable Supply Contract. Deliveries must be packaged in accordance with industry practices and MTU AENA's requirements. MTU AENA may instruct the Supplier as to the type and method of packaging in writing in the Supply Contract or otherwise by providing Supplier with written instructions regarding same.
- 7.4 All relevant documents such as delivery notes, certificates etc. must be placed in a shipping envelope and affixed to the outside of the shipment. The delivery note shall state MTU AENA's Purchase Order number including item number, the name and department of the responsible MTU AENA buyer, MTU AENA's delivery note number as well as the delivery date, the date of shipment, the type of packaging, MTU AENA's part number (if any), part designation, quantity and weight of the consignment as well as the address for delivery specified by MTU AENA.
- 7.5 Unless otherwise provided in the Supply Contract, Supplier shall deliver all Goods DDP (delivered duty paid) to MTU AENA. Supplier shall be responsible for all freight, shipping and duty costs associated with any delivery of Goods.
- 7.6 Except for permits and / or licences required by statute or regulation to be obtained by MTU AENA, Supplier agrees to obtain and maintain – at its own expense – all permits, licences and other forms of documentation required under applicable national, state, provincial or local laws to perform the activities and obligations under this Supply Contract.
- 7.7 The Parties agree to comply with any applicable U.S. laws and regulations governing exports from the United States and any applicable Non-U.S. laws and regulations of any other country. To the extent that this Supply Contract requires Supplier to export, re-export, transfer or re-transfer license required items or technical data controlled under either ITAR or EAR, Supplier will be responsible for obtaining and managing any authorizations necessary to perform the activities and obligations under this Supply Contract. MTU AENA will exercise reasonable efforts to support Supplier in obtaining necessary authorizations.

8 Delivery Dates, Delay in Delivery, Force Majeure

- 8.1 Supplier shall deliver all Goods and perform all Services by the dates and times specified in the Supply Contract.
- 8.2 In the event of delay in delivery, MTU AENA shall be entitled, without prejudice to the statutory claims, to demand liquidated damages equivalent to one (1) percent of the order value according to the Supply Contract for the Goods and Services delayed, for each week or part of a week up to a maximum of five (5) percent of this order value. These liquidated damages are a genuine pre-estimate of the damages that MTU AENA will



suffer as a result of delayed delivery or performance under a Supply Contract. Further or additional claims for damages remain unaffected, however, any amounts paid by Supplier in connection with late delivery or performance will be set-off against such claims for damages. MTU AENA shall have the right to set-off any amounts due from Supplier in connection with its late delivery or performance against any amounts payable under a Supply Contract.

- 8.3 Cases of force majeure or any other unpredictable, unpreventable and serious events that are beyond the reasonable control of a party and not attributable to such party, such as industrial conflicts, governmental regulations or acts of governments, acts of god, natural catastrophes, war, riots and terrorist actions (“Force Majeure”) shall relieve the parties of their duties under Supply Contracts for the duration of the disruption and within the scope of its effects. Supplier shall immediately inform MTU AENA in writing of any default due to Force Majeure, which notice shall include a full description of the Force Majeure event and all necessary information. Supplier shall at its own cost take all reasonable measures to perform the Supply Contract notwithstanding the occurrence of declaration of any Force Majeure. If the end of such disruption is not predictable or if such disruption lasts for more than two (2) months, MTU AENA shall be entitled to terminate the affected Supply Contract.
- 8.4 MTU AENA may postpone the delivery dates and delivery times stipulated in the Supply Contract up to maximum of two (2) months, if MTU AENA's scheduled need of Goods and Services is delayed due to reduced working hours, plant shutdowns, delays in production or other kinds of disruption in business. MTU AENA shall provide written notice to the Supplier of the circumstances compelling the change in the delivery and performance dates. Supplier shall deliver the Goods and perform the Services in accordance with such revised delivery or performance dates.

9 Prices, Taxes and Payment Terms

- 9.1 The price for the Goods and Services supplied shall be those set out in the Supply Contract.
- 9.2 Unless otherwise specified in the Supply Contract, payment terms shall be net sixty (60) days from the date that MTU AENA receives an invoice from Supplier for delivered Goods and/or performed Services. Payments made by MTU AENA shall not be deemed to constitute acceptance of deliveries of Goods and/or performance of Services as conforming to the Supply Contract. Invoices for partial deliveries of Goods or partial performance of Services or Goods delivered ahead of schedule shall not become payable in accordance with the terms in this Section 9.2 until all Goods and/or Services are delivered or performed as required under the Supply Contract. Agreed discounts, if any, shall be deducted from the total amount of the invoice.



- 9.3 All invoices must be issued in compliance with the applicable tax laws. The invoice must contain MTU AENA's Purchase Order number including item number, as well as the date of shipment and part designation for each delivery and service. Supplier shall send all invoices to MTU AENA's accounts payable department with a copy MTU AENA's accounting control department.
- 9.4 Unless otherwise specified in the Supply Contract, MTU AENA shall make all payments by check drawn on a U.S. Bank account.
- 9.5 Unless otherwise stated in a Supply Contract, all payments and prices mentioned in a Supply Contract are exclusive of any and all sales and use taxes, value added taxes, goods and services taxes, taxes levied upon importation, such as customs duties, excises, or any other taxes ("Taxes") levied in regard of any transactions covered under a Supply Contract, except for Taxes imposed by any governmental authority which Supplier is required by applicable law to collect from MTU AENA. Supplier shall remit any such Taxes to the applicable government authority when due. Supplier shall not collect or remit and MTU AENA shall not be liable for, any such Taxes for which MTU AENA has provided Supplier with a tax exemption certificate. If MTU AENA is required by the law of any jurisdiction to withhold any taxes, duties, fees, levies or charges ("Withholding Taxes") from any fees or other charges (including reimbursement of expenses) paid to Supplier, MTU AENA will be entitled to deduct the amount of such Withholding Taxes from the amount of such fees or other charges (including reimbursement of expenses). If Supplier is either exempt from withholding or entitled to a reduced rate of withholding pursuant to a tax treaty or other applicable law, and provides MTU AENA with adequate documentation of such exemption from, or reduced rate of, withholding, MTU AENA will be entitled to withhold only such Withholding Taxes from which Supplier is not exempt.

10 Quality Management

- 10.1 Supplier shall provide for an appropriate quality assurance and quality control system. The Supplier shall observe and comply with any quality assurance agreements as well as any additionally agreed quality provisions and all quality requirements and specifications set forth in a Supply Contract. No quality assurance or incoming inspection performed by MTU AENA shall relieve the Supplier of its contractual obligations.
- 10.2 The Supplier is obliged to package, label and ship hazardous products in compliance with the applicable national and international laws and regulations.



11 Warranty / Warranties for Defects

- 11.1 Supplier warrants and represents to MTU AENA that the Goods and Services will meet all applicable laws, regulations, standards, code and other requirements of any governmental authority or standards and codes customarily applicable at the place where MTU AENA will use the Goods and Services and that the Goods and Services will be free from defects in design, materials, workmanship, will conform in all respects to the terms and conditions of this Supply Contract and shall strictly conform to applicable samples, specifications, drawings or other descriptions provided to MTU AENA, will be fit and suitable and perform satisfactorily for the purposes and under the conditions made known to Supplier by MTU AENA. Supplier further represents and warrants to MTU AENA that the Goods are free of all liens, charges, encumbrances, adverse claims or restrictions whatsoever, and subject to MTU AENA's payment of the purchase price for the Goods, will have good and marketable title to the Goods.
- 11.2 In particular, Supplier represents and warrants that the Goods and Services conform to the state-of-the-art of science and technology at the time of performance of the Supply Contract, even if this standard has not yet been incorporated in the relevant rules and standards.
- 11.3 MTU AENA may make a claim for breach of representation and warranty subject only to the limits of applicable law.
- 11.4 MTU AENA will inspect deliveries and services for defects in quality within a reasonable period of time following the delivery of the Goods or the performance of the Services and shall notify Supplier of any defect in quality within two (2) weeks from the date that MTU AENA detects the defect in quality.
- 11.5 In the event of defects in quality or defects in title of Goods or Services MTU AENA shall be entitled to its full statutory claims and rights. In particular, the Supplier shall bear all expenses associated with the discovery and rectification of the defect(s), including those expenses incurred by MTU AENA and including but not limited to the costs of investigations, costs incurred up to the time the defect was discovered at MTU AENA, disassembly and assembly costs, costs of labour and materials and transportation and other costs for the return of the defective and supply of non-defective items. Upon presentation of evidence of costs incurred by MTU AENA to rectify defects, Supplier shall reimburse MTU AENA for the full amount of all such expenses incurred to rectify defective Goods and/or Services. This shall apply even in the event of increased expenditures as a result of the consignment being taken to some place other than the place of performance.
- 11.6 In the event that Supplier fails or refuses to remedy the defect to MTU AENA's satisfaction or in accordance with MTU AENA's time requirements, MTU AENA,



without prejudice to any remedy otherwise available to MTU AENA, shall have the right to rectify any defect itself or engage a third party to remedy such defect and to charge the costs on to the Supplier. In urgent cases, after prior consultation with the Supplier, MTU AENA shall be entitled to rectify or have rectified the defect through a third party on Supplier's cost.

- 11.7 Supplier hereby assigns to MTU AENA the benefit of all Suppliers' manufacturers' or other third parties' warranties and any indemnities with respect to the Goods and Services.
- 11.8 MTU AENA shall be entitled to set off amounts owed to MTU AENA by Supplier under this Article 11 against any amounts payable by MTU AENA to Supplier in connection with a Supply Contract.

12 Infringement of Third Parties' Industrial Property Rights

Supplier shall be liable for any and all claims arising in connection with the contractual use of the deliveries and services due to infringement of granted or pending industrial property rights, copyrights or other third parties' rights (collectively, "Third Parties' Rights"). The Supplier shall indemnify and hold MTU AENA harmless from any claims arising out of the use of such Third Parties' Rights and agrees to pay, upon first request, for all damage, costs or expenditures incurred by MTU AENA as a result of the violation of such Third Parties' Rights. This shall not apply if proprietary rights are violated by MTU AENA sample drawings or other MTU AENA specifications. Supplier shall be liable for the violation of foreign industrial property rights and applications for industrial property rights only if at least one of such industrial proprietary rights of the same industrial property rights family is published either in the Supplier's home country, by the European Patent Office or in the United States of America or Canada.

13 Insurance

Supplier shall obtain and maintain a policy for general liability insurance and product liability insurance coverage commensurate with industry standards and upon request shall provide evidence of such insurance coverage to MTU AENA. Upon request, Supplier shall assign to MTU AENA the benefit of its claims under such insurance policies.

14 Stockpiling, Readiness for Supply

Supplier shall maintain an adequate stock level of parts and guarantees its ability to supply MTU AENA for a normal technical service life of the Goods and Services (and in any event, for a period of at least for a period of ten (10) years after the last delivery of any Goods or performance of any Services). If the Supplier ceases delivery of the Goods after the end or during the aforementioned period of time, it shall notify MTU AENA and provide MTU AENA with the opportunity for a final order at reasonable terms.



15 Miscellaneous

- 15.1 Each Supply Contract shall be governed by, and be construed in accordance with, the laws of the State of Connecticut, USA, without regard to conflicts of law principles. The Supplier hereby irrevocably attorns to the jurisdiction of the appropriate courts in the jurisdiction described above. This provision shall not be construed to affect the rights of MTU AENA to enforce a judgment or an award outside of the appropriate courts in the jurisdiction described above, including, without limitation, the right to record and enforce a judgment or an award in any other jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods of April 4, 1980 shall not apply to the Supply Contract and is hereby excluded in its entirety.
- 15.2 MTU AENA may terminate, for its convenience, at any time by written notice to Supplier a Supply Contract with respect to Goods or Services, in whole or in part. In such case MTU AENA's sole obligation will be to pay for Goods and Services, which as of the date of termination have been completed.
- 15.3 Supplier shall comply with the Code of Conduct for MTU AENA Suppliers (available for download at <http://www.mtu.de/company/compliance/code-of-conduct-for-suppliers/>). Supplier shall ensure that its permitted subcontractors and sub-tier contractors to comply with equivalent standards. MTU AENA shall have the right to verify compliance with the Code of Conduct for MTU AENA Suppliers by on-site audits at the Supplier's place of business, which are carried out by MTU AENA or by a third-party contracted by MTU AENA. If any violations of the Code of Conduct for MTU AENA Suppliers are found, the Supplier shall submit a written statement to MTU AENA which contains a description of the actions taken to remedy the Supplier's non-compliance. In the event the Supplier engages in any activity towards MTU AENA employees, customers or public office holders in connection with Supply Contracts or other delivery contracts that could lead to criminal prosecution for corruption, favors, or active or passive bribery, MTU AENA shall have the right to terminate the Supply Contract and end any and all legal relationships existing between MTU AENA and the Supplier without notice. The same applies in the event the Supplier uses child labor in the production process for its deliverables. If Supplier suspects persons working at MTU AENA of actions that might lead to criminal liability for defraud, embezzlement, violation of competition, offering an undue advantage or corruptibility, Supplier may get in touch with MTU AENA's neutral point of contact at <http://mtu.de/en/company/compliance/organisation/index.html> .
- 15.4 Conflict Minerals. If the Supplier's deliverables contain tantalum, tungsten, tin or gold ("Conflict Minerals"), the Supplier shall be obliged to ensure that the Conflict Minerals are procured from responsible melting shops / sources of supply that comply with the UN resolutions and are not involved in the funding of armed conflicts, especially so in the Democratic Republic of the Congo and its neighboring countries. Upon request by MTU



AENA, the Supplier shall provide any and all information necessary to ascertain the origin of the Conflict Minerals.

- 15.5 Supplier's data and the data of Supplier's contact persons will be stored at MTU AENA and will be used exclusively for processing business transactions with the Supplier. Access to MTU AENA's data processing system is protected according to the state-of-the-art systems. Further information is available in MTU AENA's data privacy statement at <http://www.mtu.de/privacy-statement/>.
- 15.6 Supplier shall not assign any of its rights under a Supply Contract, including its rights to receivables under a Supply Contract to third parties or to have such receivables collected by third parties, without the prior written consent of MTU AENA, which shall not be unreasonably withheld. In the event that Supplier assigns its right to collect receivables to a third party, MTU AENA may continue to make all payments required under a Supply Contract to Supplier. In the event of assignments to companies in which MTU AENA directly or indirectly holds an interest of more than 50%, consent is assumed to have been given.
- 15.7 Time shall be of the essence to all Supply Contracts.
- 15.8 Failure to invoke any right, remedy, condition or covenant in a Supply Contract by either MTU AENA or Supplier shall not be deemed to imply or constitute a waiver of any rights, remedies, condition or covenant and neither party may rely on such failure.
- 15.9 Supplier acknowledges and agrees that Supplier is an independent contractor of MTU AENA and has exclusive control and direction of the persons engaged by Supplier to perform the Supply Contracts, including, but not limited to employees of Supplier working at MTU AENA's facilities. Nothing contained in these Terms and Conditions of Purchase or in any Supply Contract shall be deemed to constitute either party the partner of the other nor, except as expressly provided in these Terms and Conditions of Purchase, to constitute either party as the agent or legal representative of the other.
- 15.10 To the fullest extent allowed by applicable law, Supplier shall indemnify and save MTU AENA, including its affiliates and their respective directors, officers, employees, or agents, harmless from and against any and all losses, claims, debts, demands, suits, actions, causes of action, costs, damages, expenses (including legal expenses calculated as between solicitor and his/her own client) and liabilities MTU AENA may sustain or incur at any time arising directly or indirectly by reason of: (a) any breach of this Supply Contract by Supplier or its employees, agents or contractors (collectively "Supplier's Representatives"); and (b) the acts or omissions of Supplier or Supplier's



MTU Aero Engines North America
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Representatives, including any injury to or death of any person or any damage to any and all persons or property, whether deliberate, accidental or through negligence except to the extent that any such claim arises from the negligence of MTU AENA.

- 15.11 **Limitation of Liability.** NOTWITHSTANDING ANY OTHER TERM OF THIS SUPPLY CONTRACT, MTU AENA SHALL NOT BE LIABLE TO SUPPLIER FOR ANY CLAIM FOR ANY LOSS OF REVENUE, PRODUCTION, ACTUAL OR ANTICIPATED PROFITS, CONTRACTS, BUSINESS, SAVINGS, ANTICIPATED SAVINGS, OPPORTUNITY, GOODWILL, REPUTATION OR ECONOMIC LOSSES OR FOR SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OF ANY KIND WHATSOEVER AND HOWSOEVER ARISING.

MTU Aero Engines North America is an equal opportunity employer and federal contractor or subcontractor. Consequently, the parties agree that, as applicable, they will abide by the requirements of 41 CFR 60-1.4(a), 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a) and that these laws are incorporated herein by reference. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The parties also agree that, as applicable, they will abide by the requirements of Executive Order 13496 (29 CFR Part 471, Appendix A to Subpart A), relating to the notice of employee rights under federal labor laws.