



**L3HARRIS TECHNOLOGIES, INC.
GENERAL TERMS AND CONDITIONS FOR PURCHASE OF
ITEMS AND SERVICES UNDER A COMMERCIAL (NON- GOVERNMENT) CONTRACT
(APPLICABLE TO FIXED PRICE, COST TYPE, AND TIME AND MATERIAL PURCHASE ORDERS)**

1. DEFINITIONS:

- (a) "Buyer" means L3Harris Technologies, Inc., a corporation organized and existing under the laws of the state of Delaware, and all of its subsidiaries and affiliates.
- (b) "Buyer's Procurement Representative" means the agent of Buyer with the actual authority to make legally binding commitments on behalf of Buyer as designated on the Order.
- (c) "Item" means goods, parts, components, articles, or supplies, including, without limitation, those part numbers, model numbers, and/or descriptions set forth on the face of the Order, and shall also include computer software or hardware (including any software, firmware, or other hardwired logic embedded within the hardware) delivered under the Order.
- (d) "Order" means the purchase order or subcontract issued hereunder, including these General Terms and Conditions and all other referenced documents, and any subsequent changes or modifications.
- (e) "Party" or "Parties" means Buyer and Seller individually or collectively.
- (f) "Seller" means the legal entity performing work pursuant to an Order and, if the context requires, its employees, officers, agents, and others acting at its direction and control or under contract to it.
- (g) "Services" means any labor, performance of a duty, or effort supplied by Seller under an Order such as installation, manufacturing, design, engineering, repair,

(e) Unless prohibited by applicable law, Seller may be subjected to liquidated damages for delivery of any Items or performance of any Services after the delivery date set forth on the Order in the amount of one percent (1%) of the total value of the delayed Item or Service for each day delivery or performance is delayed beyond the delivery date set forth in the Order (up to a maximum amount of twenty-five percent (25%) of the total value of the delayed Item or Service). Seller shall pay any liquidated damages within sixty (60) calendar days of Buyer's acceptance of the Items or Services. Buyer's right to recover liquidated damages shall be in addition to all other rights

(ii) “Authorized Distributor” or “AD” means a distributor authorized in writing by an Original Manufacturer to distribute product within the terms of a contractual



7. INVOICING, PAYMENT, AND TAXES:

- (a) Unless otherwise



(c) Remedies for breach of any of these warranties shall be at Buyer's election, including those specified in Article 5(d) (Quality Control and Non-Conformance) for non-conforming Items and Services. Seller shall follow the procedure set forth in Article 5(d) (Quality Control and Non Conformance). Any Items or Services corrected or replaced pursuant to this Warranty Article shall be subject to all provisions of this Warranty Article to the same extent as Items and Services initially delivered.

(d)



with any combination of primary and excess insurance. Additionally, Seller shall cause its subcontractors performing work under the Order to maintain insurance as per the insurance requirements herein or Seller shall insure such subcontractors. Such insurance shall include:

(i) Commercial General Liability (CGL) Insurance: Coverage shall be on an occurrence form (ISO CG 00 01 or equivalent) with limits not less than \$1,000,000 per occurrence, \$2,000,000 General Aggregate, \$2,000,000 Products/Completed Operations aggregate, and \$1,000,000 Personal and Advertising Injury (unless higher limits are required by statute or law) for bodily injury, death, and property damage, including personal injury, contractual liability for liability assumed under an insured contract, including the tort liability of another assumed in a business contract, independent contractors, broad-form property damage, personal and advertising injury, and products and completed operations coverage. If Seller will be providing any food-related services or products, then such policy shall not contain an exclusion for fungi, mold, and/or bacteria in food products intended for consumption;

(ii) Commercial Automobile Liability (CAL) Insurance: Should the performance of the Order involve the use of automobiles including instances when Seller will be using an automobile onsite at a Buyer facility, Seller shall provide CAL insurance insuring the ownership, operation, and maintenance of all motor vehicles used in the performance of work under the Order. Seller shall maintain limits of at least \$1,000,000 combined single limit per accident for bodily injury and property damage. If Seller's work involves the delivering, hauling, or transportation of goods, such policy shall include the Motor Carrier Act endorsement (MCS-90) and ISO Pollution Liability Broadened Coverage for covered auto endorsement (CA 99 48) or equivalent form or such transportation of hazardous materials coverage may be covered under an Environmental Liability policy. Such policy shall include coverage for contractual liability, including but not limited to liability assumed under an insured contract and the tort liability of another assumed in a business contract;

(iii) Workers' Compensation (WC) Insurance: Such insurance shall provide coverage as prescribed by the law(s) of the jurisdiction(s) in which the Services under the Order will be performed, in amounts not less than the statutory requirements in the state where the Services are performed even if such coverage is elective in that state, including occupational disease coverage, and if applicable, Foreign Voluntary Workers' Compensation coverage if employees will be temporarily working outside of the United States. If Services are to be performed in monopolistic states (including North Dakota, Ohio, Washington and/or Wyoming), Seller will participate in the appropriate state fund(s) to cover all eligible employees. To the extent that any Services to be performed are subject to the Jones Act, the Longshore and Harbor



(iv) Environmental Insurance (Contractor's Pollution Liability (CPL) Insurance): If Seller's scope of work to be performed may include any pollution exposure, then Seller shall maintain CPL insurance with limits of at least \$5,000,000 each occurrence and \$10,000,000 aggregate, including but not limited to coverage for sudden and non-sudden pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, waste materials, or other irritants, contaminants, or pollutants and include coverage for bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, natural resource damage, clean-up costs, on/off-site transportation and the disposal of waste at third-party facilities, and



each of their respective directors, officers, customers, agents, and employees as Additional Insureds on a primary and non-contributory basis and granting waivers of subrogation. The COIs are to be completed and signed by a person authorized by the insurer or Seller to bind coverage on the insurer's or Seller's behalf and must name Buyer as the certificate holder. Seller shall also provide Buyer such copies of COIs and required endorsements within ten (10) business days of policy expiration/renewal and upon Buyer's written request.

(f) General Requirements. Seller or Seller's insurers shall give Buyer a minimum of thirty (30) calendar days' written notice prior to any suspension, non-renewal, cancellation (except ten (10) calendar days for non-payment of premium), or any changes to the policy whereby the policy no longer meets the insurance requirements in the Order. Failure to do so shall constitute a material breach of the Order. In the event Seller fails to secure and continuously maintain the insurance coverage required under the Order, Buyer may charge Seller, and Seller shall pay Buyer, (i) Buyer's actual expenses incurred in purchasing similar pr



- (b) IT Services. In the event Seller will host, receive, or otherwise access Buyer's software or data, Seller agrees that Buyer's software or data will remain in the United States and accessible by only U.S. Persons (as defined in 22 C.F.R. § 120.62).
- (c) Anti-Boycott Laws and Regulations



questionnaire. To comply with Buyer's obligations under the CTPAT program, Seller will permit Buyer to conduct, on a non-interference basis and once per year, onsite visits of Seller's facilities to verify CTPAT MSC compliance and respond to supply chain risk assessments/questionnaires in a timely manner upon Buyer's request.

(e) This Customs Article shall survive five (5) years beyond the completion of the Order.

26. COMPLIANCE OBLIGATIONS:

(a) General. Seller shall comply with all applicable federal, state, and local laws, orders, rules, regulations, and ordinances, including any environmental, transportation, or employment regulations. Seller shall procure all required licenses and permits, pay all fees and other required charges, and comply with all applicable guidelines and directives of any local, state, and federal government authority. Unless otherwise specified in the Order, export licenses will be obtained by Buyer. If Buyer determines that Seller has violated any of the obligations, including but not limited to any obligations set forth in this Compliance Obligations Article, Buyer may, in its discretion, either terminate the Order and/or require Seller to implement a corrective action plan as a condition of continued or future business. The violation of any applicable law, rule, or regulation shall be deemed a material breach of the Order.

(b) Reporting Obligations. To the extent applicable, Seller agrees to provide to Buyer all Item content information

27. CYBER SECURITY AND INCIDENT REPORTING: Seller shall comply with the following:

(a)



forum. THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THE ORDER OR THE SUBJECT MATTER HEREOF.

(b) Any disputes under the Order that are not disposed of by mutual agreement of the Parties may be decided in an action at law or in equity. Until final resolution of any dispute hereunder, Seller shall diligently proceed with performance of the Order as directed by Buyer. Buyer and Seller shall each bear its own costs of processing any dispute hereunder.

(c) The rights and remedies herein reserved to Buyer shall be cumulative and additional to any other or further rights and remedies provided in law or equity. Subject to any specific clauses in the Order, Seller shall be liable for any damages incurred by Buyer as a result of Seller's failure to perform its obligations in the manner required by the Order.

32. NOTICES: All notices permitted or required under the Order shall be in writing to the address in the Order, unless otherwise specified, and shall be by personal delivery, a nationally recognized overnight carrier, facsimile transmission, or certified or registered mail, return receipt requested.

33. RELATIONSHIP OF THE PARTIES: Seller's relationship to Buyer in the performance of the Order is that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized to commit Buyer in any way. Buyer shall be solely responsible for any and all communication with Buyer's customer regarding the Order or any related order or agreement.

34. CONFIDENTIALITY: The obligations in this Confidentiality Article apply to the extent the Parties have not executed an NDA applicable to the work under the Order. If the Parties

