

The following General Terms & Conditions of Purchase become effective as of 1 May 2016

§ 1. Acceptance

Subject to the terms and conditions stated herein, including those incorporated by reference, **Pratt & Whitney Kalisz Sp. z o.o.** having its registered office and principal place of business at Elektryczna 4a, 62-800 Kalisz, Poland and registered in the National Court Register, Circuit Court in Poznań, Nowe Miasto i Wilda in Poznań IX Commercial Department, under KRS 0000009775 (**hereinafter “Buyer”**), agrees to purchase from the contracting party identified on the face of this order (**hereinafter “Seller”**), and the Seller agrees to sell to Buyer the goods or services described in this order. If for any reason Seller fails to return to the Buyer the acknowledgement of acceptance of this order, any conduct by Seller that recognizes the existence of a contract pertaining to the subject matter hereof shall constitute unqualified acceptance by Seller of this order and all of its terms and conditions. The terms of the order including these General Terms & Conditions of Purchase shall constitute the valid agreement between the parties and may be modified only by a written instrument including a supplement to the order or annex hereto executed by the authorized representatives of both parties. Otherwise, such modifications shall be null and void.

§ 2. Price

The price for goods or services shall be the net price as shown in this order. Unless otherwise provided on the face of this order, the prices appearing herein include all packing and crating delivery to the point specified in the order, all taxes and other charges relating to goods or services sold pursuant to this order (excluding taxes payable by Buyer according to legislation under jurisdiction applicable to Buyer).

§ 3. Terms of payment

Unless otherwise agreed in writing, Buyer's payments shall be effected by wire transfer to the account indicated in the invoice within 30 days from the date of receipt of the goods or completion of services or receipt of the invoice by Buyer, whichever is later. A correct and proper invoice prepared in accordance with the law and order terms is required to make the payment. In order to reduce the F/X risk for Buyer, it is necessary to eliminate derivative currency instruments from the order. The built-in derivative currency instrument occurs when the order currency is different from the payment currency.

§ 4. Delivery

Seller shall deliver goods to the point of destination indicated in the order in accordance with Incoterms 2010 in the time specified in the order. Seller shall, at its expense, ship by express or air shipment or by the most expeditious way if the delivery schedule is endangered for reason of Seller's fault. All items shall be packed in accordance with Buyer's instructions or if none are specified, in accordance with best commercial practice in a manner sufficient to ensure arrival in an undamaged condition. Not agreed packaging costs are not allowed for.

§ 5. Taxes

1. In the case of domestic sellers: Seller shall bear all taxes and any other charges including interest or penalties thereon, relating to goods or services sold pursuant to this order and that may be payable by Seller under current Polish legislation. The said taxes shall be shown separately on all of Seller's sales invoices. Seller states that it is an active VAT taxpayer in the meaning of the VAT Act of 11 March 2004 and is not in the course of insolvency proceedings or in liquidation. Seller shall immediately advise Buyer of any changes to the foregoing during the term of this order. Any financial consequences of a failure to comply with this obligation shall be borne by Seller.
2. In the case of non-domestic sellers: Buyer agrees to pay directly all taxes and charges resulting from the Polish laws. Seller shall pay all other taxes, whether local, state or other taxes, which might be imposed in connection with performance of this order including any sales, value-added or other taxes, if any, which might be levied, assessed, imposed or requested from Buyer or Seller by any

taxing authorities of any country other than Poland. Seller shall also bear all charges payable by Buyer under current Polish laws resulting from Seller's default in providing accurate or timely information. Seller states that it is not registered in Poland as an active VAT taxpayer and has not fixed establishment in Poland for which such services shall be provided under this order.

3. Where applicable, all payments made to non-residents of Poland for either the use of property in Poland under the order or with respect to fees, commissions or other amounts in respect of services rendered in Poland, shall be subject to withholding tax as determined by Polish legislation, with relief provided by applicable Polish Tax Treaties or Conventions. Any potential withholding tax relief may only be used on the condition that Seller provides the Buyer each year before the date of the first payment with a valid and current tax residence certificate issued by the tax administration in the Seller's country confirming the Seller's tax residence in the country of domicile.
4. Seller warrants that invoices issued in relation to goods and services supplied under this order are in compliance with all requirements, as to content and format, imposed by the tax law.

§ 6. Inspection

Notwithstanding prior inspection, payment or use, Buyer shall have the right, within six (6) months of receipt, to accept or reject any goods, which do not conform to the requirements of the order. Rejected items shall be returned to Seller transportation collect (declared at full value unless otherwise advised by Seller) for credit or refund and shall not be replaced by Seller except upon written instruction from Buyer. Buyer's rights under this paragraph shall be additional to and shall not be deemed to diminish Buyer's rights under law and paragraph 7 (Warranty).

§ 7. Warranty

1. Seller warrants to Buyer, its successors, assigns and customers that for a period of twenty-four (24) months after delivery of goods or completion of services, all goods furnished under this order shall be free from legal defects or defects in material or workmanship, shall conform to applicable drawings, designs, parameters, samples or other description upon which this order is based, be suitable for the purpose intended whether expressed or reasonably implied and free of liens and encumbrances of title. Furthermore, Seller warrants to the extent this order refers to services to be performed, such services shall be free from legal defects or defects in workmanship, shall meet all of the requirements of this order and shall be performed to the highest standards of workmanship and that goods and services of Seller's design shall be free from defects in design.
2. Seller agrees to correct defects or replace any goods or services not conforming to the foregoing warranty promptly, but not later than 14 days after notification of such non-conformity, without expense to Buyer. In the event of failure by Seller to correct defects in or replace non-conforming goods or correct such non-conforming services within the above specified time, Buyer, after notice to Seller, may in its election and in addition to any rights or remedies it may have at law, have such non-conforming goods or such non-conforming services corrected at Seller's expense. In addition to the costs of repair or replacement, including overheads, Seller agrees to reimburse Buyer for labor and material costs reasonably incurred by Buyer in connection with removal or replacement of non-conforming goods due to Seller's failure to provide goods in conformity to this warranty.
3. If Seller replaces the defective goods, the warranty period shall run anew from the time of delivery of the goods in conformity to this order. In the case the same type of defect repeatedly occurs, Seller shall make changes to eliminate causes of the failure in the future.
4. The foregoing rights of Buyer are not exclusive and shall not be in lieu of any other remedy available to Buyer at law or under this order.

§ 8. Changes

Buyer shall have the right at any time prior to the delivery date of the goods or services to make changes in any one or more of the following: (i) drawings, designs, specifications; (ii) method of loading or packing; (iii) time or place of inspection, delivery or acceptance; (iv) quantity, type and duration of services. If any such change affects the cost or time required for performance of this order, an equitable adjustment shall be made in the price or delivery schedule or both, and this order shall be modified in

writing accordingly. No claims for adjustment of the delivery date or purchase price shall be allowed due to the changes notified by Buyer unless made in writing within fifteen (15) days from the date Seller receives notice of the change. Notwithstanding the method or time of settling such claims, Seller shall promptly commence performance of the order. No change is binding for Buyer unless issued in writing by an authorized representative of Buyer's Purchasing department.

When Seller recognizes that behavior or directives of any of the Buyer's employees cause a change, Seller shall immediately notify the Buyer's Purchasing department in writing and shall take no action in connection with the noticed change until the Buyer's Purchasing department accepts the change in writing.

§ 9. Cancellation, Suspension

Buyer reserves a right to cancel at any time by written notice to Seller this order or any part hereof or to suspend or reschedule shipment of goods or performance of services. Immediately upon receipt of such notice, Seller shall comply with its terms and shall cause all of its suppliers and subcontractors to cease or suspend work. In the event of cancellation for reason of Buyer's sole convenience, Seller shall be entitled to claim reimbursement of direct costs properly incurred until the date of such cancellation. Seller should demonstrate to the satisfaction of Buyer the amount of work completed in accordance with the cancelled order. Such costs shall reflect the percentage of work performed prior to the notice of cancellation in accordance with the agreed time for placing new orders and shall not exceed the order's value. Seller shall not be entitled to claim any compensation for loss of anticipated profit or for suspension or re-scheduling of shipments. To the extent not affected by notice of cancellation or suspension, Seller shall continue performance as required under this order.

§ 10. Order termination

In addition to its other rights hereunder, Buyer reserves a right to terminate this order or any part thereof for Seller's default without further cost or liability by written notification if (i) Seller fails to perform any of the provisions of this order especially those of compliance with the UTC Supplier Code of Conduct; (ii) Seller becomes insolvent, a petition for its bankruptcy is filed or it is entered in the list of debtors. Buyer may require Seller to transfer title and deliver to Buyer any or all property produced or procured by Seller solely for performance of the work hereunder, and Seller shall be credited with reasonable value thereof not to exceed Seller's costs or the order price, whichever is less. If this order is entirely or partially terminated by Buyer under this paragraph, Buyer may, in addition to its other rights it may have at law, procure, upon such terms and in such manner as Buyer may deem appropriate, goods or services similar to those so terminated, and Seller shall be liable to Buyer for any and all re-procurement costs including any price for such similar goods or services that is higher than provided by this order. If after a default termination, it is determined that Seller was not in default, the termination shall be deemed a termination for Buyer's convenience in accordance with paragraph 9 (Cancellation, Suspension). Seller shall be responsible for performance of any part of this order which is not terminated hereunder.

§ 11. Contractual penalties

In addition to its other rights Buyer may have under this order or at law, in the case of delay in performance hereof, Seller shall, when requested by Buyer, pay a contractual penalty of 0.1% of the order value for each day of delay. Buyer reserves a right to claim compensation exceeding contractual penalties agreed herein on general terms of the Civil Code.

§ 12. Force Majeure

Neither party shall be liable for any delay in performance hereof caused by such Force Majeure as a strike, war, epidemic, ecological disaster, flood etc. However, the delayed party due to the Force Majeure shall take any reasonable efforts to reduce the delay:

1. in the event of Force Majeure, the delayed party shall immediately notify the other of such occurrence, specify its duration, if known, and timely inform about actions taken to minimize the delay,
2. in the event Force Majeure circumstances threaten to impair Seller's ability to perform the order, Buyer shall have a right, without any liability to Seller, to cancel this order in whole or any part hereof.

Notwithstanding the above provisions, Seller's delay or failure to perform this order caused by circumstances related to Seller or its lower-tier suppliers shall be excused only if such circumstances are beyond the control of both Seller and such supplier and without fault and negligence of either of them, and the goods or services to be furnished are not obtainable from other sources in sufficient time to permit Seller to meet the delivery schedule. Seller shall in any event give Buyer immediate notice of any labor dispute, which may affect performance of the order.

If any failure to meet the order terms, delay or labor dispute threatens to impair Buyer's ability as regards delivery requirements of its products, Buyer shall have a right, without any liability to Seller, to cancel this order in whole or any part hereof.

§ 13. Copyright

Seller states it is entitled to proprietary copyrights to the works hereunder. Once the works mentioned in the preceding sentence are handed over, Seller transfers proprietary copyrights upon Buyer which shall be solely authorized to dispose of them in the following operating areas:

- a) recording and reproducing the works – making copies of the works with a specific technique including printing, reprography, magnetic record or digital technology,
- b) disposal of the original works or their copies – marketing, granting loan or lease of the original or copies,
- c) disseminating the works in the way other than set forth in b) – reemission and making the works generally available so that anyone can have access at any time and place,
- d) exercising the related copyright.

§ 14. Patents

Except for goods manufactured to a design furnished by Buyer, Seller shall indemnify and hold Buyer and each subsequent purchaser or user of the goods harmless from any claim, suit or action alleging that the manufacture, sale or use of the goods or services supplied under this order infringes any patent, utility model, industrial design, trademark, copyright or other proprietary right. Upon notice by Buyer Seller shall at its own expense defend or otherwise dispose of any such claim, suit or action. Buyer shall similarly indemnify Seller against claims arising from Seller's compliance with specifications or designs furnished by Buyer.

§ 15. Personal data protection

When the Buyer which is the personal data Administrator provides personal data for processing to the Seller under a purchase order between them, the Seller shall while becoming the processing entity comply with the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), and with the Act of 10 May 2018 on personal data protection (OJ 2018 sec.1000).

Furthermore, in the above case the Seller and Buyer shall sign an applicable Agreement on personal data transfer.

§ 16. Tooling charges

Seller and Buyer agree that specific tooling acquired or manufactured by Seller to render manufacturing of goods shall remain the property of Seller unless Buyer informs Seller that it intends to buy such tooling. Seller further agrees that such tooling shall be used solely on Buyer's goods in accordance with the terms of this order. Notwithstanding the above, Buyer has a right to redeem such tooling at all times at a price to be agreed with Seller. Seller further agrees that all refurbishing, rework and maintenance costs with respect to the tooling shall be borne by Seller. It is understood between the parties that Buyer holds no obligation for such tooling.

§ 17. Waste allowance

Waste allowance arising from consumption standards may be included in raw material or finished parts supplied by Buyer for the purpose of the order. If the allowance is exceeded, Seller shall purchase additional material to complete the order from Buyer at Buyer's current prices. Unused allowance shall be disposed of in accordance with Buyer's instructions.

§ 18. Buyer's property

Material, tooling, equipment, models, drawings or other items furnished by Buyer to Seller or paid for by Buyer and all replacements thereof (hereinafter referred to as "Buyer's Property") shall be and remain the property of Buyer. Buyer's property shall be suitably identified and maintained in good condition by Seller, at Seller's expense, until finally disposed of in accordance with Buyer's instructions. Seller shall not use the Buyer's Property for any purpose other than performance of this order or any work for and on behalf of Buyer. Seller shall bear the risk of loss of all Property while in Seller's custody or control, including Seller's suppliers, and shall insure it in its replacement value against all loss or damage while in Seller's care, including while in the hands of carriers. Seller shall repair or replace the Buyer's Property to the extent necessary for performance of this order, however, Seller shall not substitute material from any other source or alter properties of the material without Buyer's prior written approval. Buyer shall have the right, at all reasonable times, upon prior notice, to inspect any and all Buyer's Property or goods ordered hereunder.

§ 19. Proprietary information

1. All Buyer's specifications, drawings, designs, manufacturing data and all other information that are disclosed pursuant to this order are identified as "proprietary" or "confidential" information. Such information shall remain Buyer's property, shall not be used by Seller for any other purpose than performance of this order and shall not be disclosed to third parties without Buyer's prior written consent.
2. In the event the Seller fails to respond to an order within 10 calendar days, Seller shall immediately return to Buyer any documents related to Proprietary Information received in connection herewith, including copies, duplicates made by Seller as well as records on other information carriers.
3. In the case Seller violates the obligations arising from this clause, it shall be held responsible for damage caused as a result of disclosure or lack of due protection of Proprietary Information and agrees to pay Buyer compensation up to the full value of documented damages.

§ 20. EH&S

1. Seller's employees performing any activities at Buyer's premises shall comply with Buyer's EH&S rules. Seller shall provide its employees with necessary protective clothes, safety shoes and personal protective equipment.
2. Seller shall be fully liable for consequences of accidents involving its employees.
3. While remaining at Buyer's premises all Seller's employees shall absolutely wear safety glasses at Buyer's facilities. While at manufacturing areas Seller's employees shall wear safety shoes.
4. When Seller does not impose an obligation to wear safety glasses, Buyer shall lend Seller a necessary number of safety glasses.

5. Seller shall return the glasses mentioned in section 4 above on the last effective day of the order.
6. Seller's employees shall comply with the non-smoking rule at Buyer's premises.
7. Seller's employees shall comply with the traffic rules at Buyer's premises.
8. Seller's employees shall comply with Buyer's Cardinal Rules, including:
 - 1) Fall protection during elevation works,
 - 2) Work in confined spaces,
 - 3) Electrical safety of portable electric tools and working order of such tools, wires and anti-shock protections,
 - 4) Machine guarding,
 - 5) Powered industrial vehicles (fork, platform, basket lifts etc.),
 - 6) Control of hazardous energy during repair, overhaul or maintenance of machines and equipment,
 - 7) Safe hoisting and rigging.Seller's employees shall be trained in the requirements of the said Cardinal Rules by Buyer before starting the order performance.
The Cardinal Rules are available on Buyer's website under:
<http://www.pwk.com.pl/pl/firma/warunki-handlowe/ogolne-warunki-bhp/>(Polish)
and <http://www.pwk.com.pl/en/company/trading-conditions/general-ehs-requirements/>
(English).
9. Detailed rules are set forth in Procedure 57-28, whose extract "INTERNAL EH&S REQUIREMENTS FOR CONTRACTORS" shall be supplied to Seller upon request.
Seller shall comply with Procedure 91-04 "Use of electronic equipment at PWK", whose extract is available on the website under: <http://www.pwk.com.pl/pl/firma/warunki-handlowe/ogolne-warunki-bhp/> (section 29 in Polish and English).
10. Buyer reserves a right to impose contractual penalties upon Seller as follows:
 - 1) For violation of EH&S rules arising herefrom and generally common EH&S rules by Seller, its employees, contractors and other individuals or entities with which Seller shall cooperate while performing the order at Buyer's site – **PLN 1,000** (one thousand) for each such violation.
 - 2) For each single violation of the Cardinal Rules – **PLN 3,000** (three thousand) for each such violation.
12. Furthermore, Buyer is entitled to claim damages on the Civil Code general terms when damage exceeds the applicable contractual penalties.
13. In the event:
 - 1) at least two contractual penalties are imposed for violation of the EH&S Cardinal Rules set forth in this section or
 - 2) minimum one violation occurs which results in serious bodily injury (in the understanding of art. 3 section 5 of the Social Security Law of 30 October 2002 regarding accidents at work and occupational diseases) or a fatal accident,
Buyer is entitled to terminate the order with an immediate effect.
14. Pursuant to art. 208 of the Labor Code, the parties shall designate their coordinators of EH&S compliance.
15. Under penalty of risk-based indemnification, Seller shall ensure compliance of its contractors with provisions set forth in this paragraph.

§ 21. Anti-Kickback

Seller represents and warrants to Buyer that none of its officers, employees or agents provided or promised any money, gift or compensation of any kind, directly or indirectly, to Buyer or any of its employees in order to improperly obtain favorable treatment in connection with the order and that none of its officers, employees or agents have improperly accepted such inducements from its subsuppliers in connection with this order.

§ 22. Code of Ethics

1. While performing the order Seller shall comply with all aspects and take all reasonable steps to ensure compliance with the rules established in the United Technologies Corporation Code of Ethics and UTC Supplier Code of Conduct ("UTC Standards") available in the Internet under www.utc.com/Governance/Ethics/Code+of+Ethics .
Seller represents and warrants that its services comply with the law and UTC Standards in effect at the time of their provision. In the event of a conflict between the contractual provisions and the law and UTC Standards in effect, Seller shall immediately notify Buyer of such conflict in writing. Seller shall keep accounts in a reliable manner as required by applicable requirements for any transactions and expenses connected with works done for Buyer.

§ 23. Liability

1. Seller states it holds civil liability for any actions related to performance of the order by its employees and contractors. Seller warrants it shall bear the same indemnity towards Buyer for its contractors' actions as for its own actions.
2. Seller warrants it shall indemnify Buyer against liability towards Buyer's employees and contractors. Such indemnification also covers Buyer's officers, directors and employees in the event of damage, loss of life or injury to the extent related to any works hereunder by Seller's employees or contractors. Seller shall hold civil liability for any damage, injury, disability or death caused by Seller's employees or contractors hereunder.
Seller states it holds an all-risk insurance policy covering its business whose copy shall be provided to Buyer prior to commencement hereof. Seller shall maintain the policy throughout the Order's term. In the case of carrying out any actions at Buyer's premises, Seller shall hold third-party liability insurance with a minimum guaranteed amount of **USD 1,000,000** (one million) for any and all events.

§ 24. Trade control

During performance hereof Seller shall comply with Buyer's trade control rules, which are available in the Internet under <http://www.pwk.com.pl/pl/firma/warunki-handlowe/ogolne-warunki-kontroli-itc/> (Polish) and <http://www.pwk.com.pl/en/company/trading-conditions/general-itc-requirements/> (English).

§ 25. Final provisions

1. Seller shall not, without Buyer's prior written consent, make any release of information concerning this order or any information related to Buyer, nor use the name of Buyer in any advertising or publicity.
2. Buyer's remedies shall be cumulative and remedies herein specified do not exclude any remedies allowed by law. No failure by Buyer to assert its rights shall be effective as a waiver thereof unless consented to in writing by Buyer.
3. The headings contained herein are included for convenience of reference only, are not intended to be full or accurate description of the content thereof nor do they alter the meaning or content of any paragraph hereof.
4. Invalidity, in whole or part, of any provision hereof shall not affect the validity of the remainder of such provision or any agreement resulting therefrom.
5. Performance of this order shall not be assigned by Seller, in whole or part, without Buyer's prior written consent. Seller shall not be entitled to assign its receivables to third parties or to have such receivables collected by third parties. Any assignment of the receivables hereunder by Seller without Buyer's prior written consent shall be null and void and Seller shall remain liable to Buyer for full performance of its obligations hereunder. Seller hereby consents to and agrees that Buyer may at any time assign this order or any interest hereunder to any affiliate or subsidiary or successor in interest to United Technologies Corporation or its any affiliate or subsidiary.
6. Paragraphs 6, 7, 13, 14, 18, 19, 23 shall survive expiration or termination of this order.

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7. Any disputes arising from performance hereof shall be resolved by a competent Polish court for Buyer's site. This order shall be construed, interpreted and governed by the laws of Poland without regard to conflicts of law that may require application of laws of another jurisdiction. The parties specifically disclaim application to this order of the United Nations Convention on Contracts for International Sales of Goods.
8. Except as provided otherwise in a written document executed by duly authorized representatives of Buyer and Seller, in the event of any conflict or ambiguity between the provisions of this order and/or any other document incorporated herein, such conflict or ambiguity shall be resolved by giving precedence in the following order:
 1. Any special or supplemental terms and conditions contained in any long-term agreement or other specific term agreement agreed by both parties in writing or incorporated by reference into the order;
 2. Specifications, work statements and drawings incorporated into the order;
 3. Terms entered in the order by Buyer that are specific to that order;
 4. These Terms and Conditions of Purchase;
 5. Other contract documents not described herein.
9. For all orders issued under US Government contracts, the applicable terms and conditions shall be, in addition to these Terms and Conditions of Purchase, "U.S. Government Provisions and Clauses for Orders Under U.S. Government Contracts" – latest revision issued by United Technologies Corporation. These Terms are made available on the Internet by United Technologies Corporation under <http://www.utc.com/Suppliers/Pages/Terms-and-Conditions.aspx>. Failure to comply with those terms shall entitle Buyer to terminate the order without notice.

EH&S requirements for Suppliers – chemicals:

1. Provide material together with the current Manufacturing Safety Data Sheet in Polish.
2. Acknowledge receipt of empty containers of hazardous chemicals.
3. Ensure the supplied chemical is registered by the manufacturer or importer in the UE "REACH" and its packaging is identified with such registration number, if any.
4. Ensure bulk and individual packaging of the chemical is identified with warning and safety signs in accordance with the Manufacturing Safety Data Sheet.

IT requirements for Sellers:

1. Supplied computer hardware:
 - preferred standard of computer hardware shall comply with a currently valid configuration for UTC (information available at any time at Buyer's IT);
 - preferred operating system shall comply with UTC policy (information available at any time at Buyer's IT);
 - Seller shall provide proof of legitimacy (license certificate, invoice) for each type of software installed and supplied;
 - Seller shall specify warranty and service terms for supplied hardware;
 - Buyer does not authorize Seller to take hard disks or other data carriers used for testing and/or production purposes (within the supplied system) off-site.
2. In the case the computer/equipment is equipped with a modem or network interface card, Seller shall:
 - specify the purpose of using the modem and its preferred configuration;
 - specify the purpose of using the network interface card and its preferred configuration.
3. Scope of authorization to supplied computer hardware:
 - Seller's employees' authorization to the hardware configuration is limited to a possibly smallest scope which enables repair of defects, setup of the configuration during commissioning etc. when such items are included in the order or contract and are detailed therein;
 - during final acceptance of equipment/project etc., Seller shall transfer all title, passwords to the systems and applications included in the service, order etc.;

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- rights of access are subject to verification by Buyer's employees (IT);
 - Seller may not have rights of a privileged user (administrator, root, etc.) on the supplied hardware during its use for production purposes.
4. Remote connection to Buyer's computer systems is possible only upon meeting the following requirements:
 - Seller shall submit a written statement of acceptance of the Non-Disclosure Agreement terms, which is required before cooperation is started;
 - Seller represents, warrants and agrees that access to Buyer's computer systems is granted for the period not longer than the order's term;
 - Seller agrees to satisfy the export control requirements regarding transfer of data (when applicable).
 5. Buyer reserves a right to assess Seller's ability to satisfy UTC security policy requirements.
 6. Buyer reserves a right to deny Seller's employees access to the Buyer's IT system, modem and/or network interface card connection to an outside network, phone line etc., in the case the above requirements are not met.
 7. All products manufactured for Buyer hereunder are Buyer's property. Buyer is entitled to use, make or modify copies of the supplied Goods and/or Services.
 8. Seller warrants it has suitable titles to the tools and software used to manufacture the Goods and/or Services hereunder for Buyer.
 9. Seller shall cover any costs related to damages in the event the method of creating the Goods and/or Services infringes proprietary rights of other entities.
 10. When the agreement provides for creation and/or modification of the www service:
 - content placed on WWW site shall be protected by copyright; the copyright is owned by Buyer. Implementation and use of tools used for searching shall comply with the UTC Policy. If the tools used for searching create copies of source data, such copies shall be subject to the same protection as the source data;
 - Seller shall ensure regular update of the WWW site containing Buyer's data through an electronic interface. Buyer shall be responsible for specifying the scope of data and update frequency.
 11. All applications shall use standard tools of access authorization and control or the applications must include a functionality to ensure security and compliance with the UTC security policy including but not limited to:
 - user passwords to the computer system must be hard to guess; it is prohibited to use all kinds of dictionary words, similar words to the identifier, consecutive series of characters from the keyboard such as 123456, asdfgh, personal data (such as the date of birth), commonly known acronyms, proper names of places, etc.;
 - the passwords must consist of minimum 8 characters and must be changed every 60 days;
 - the passwords must contain special characters, upper and lower case or alphanumeric characters;
 - the passwords may not be displayed or kept in any open file (without encoding);
 - identifiers of users that have not used their account for 3 months must be blocked; after 1 year of account inactivity, they will be removed;
 - wherever applicable, UTC approved information must precede access to the system – the so-called banner (banner information is available at Buyer's IT).,
 - for accounts used to automate tasks, the required password length is 14 characters.
 12. Seller shall ensure compliance of Goods and/or Services with UTC security policy.
 13. Seller shall provide a copy of the current security policy concerning data storing and processing as well as a policy of physical access to the equipment where Buyer's data are stored and/or processed. Seller shall annually provide Buyer with the current security policy and specify the plan and dates of updates.
 14. Buyer or a third party designated by Buyer shall be entitled to conduct a security audit of Seller's site without notice. In the case Buyer's data are stored in shared environment, Buyer may refer to a third party to conduct such audit. The audit may cover all facilities and equipment where Buyer's data are stored including backup of such data, and verify all necessary controls have been implemented as required by UTC security policy.

15. It is recommended Seller segregate and store Buyer's data in separate databases accessible only to Buyer, authorized parties and Seller's employees necessary to maintain the environment.
16. Seller shall take all efforts to prevent unauthorized access to Buyer's data.
17. Buyer's data shall be archived throughout the term of the Agreement. The minimum requirements include incremental backup every 24 hours and full backup every 7 days. The backups shall be retained for 30 days.
18. A failed audit of security or information protection shall be a basis to terminate the order with Seller. Buyer may indicate Seller's "weak points" whereas Seller shall within 30 days provide Buyer with a plan to remove such gaps and, when requested by Buyer, Seller shall apply provisional solutions until all gaps are removed. In the event the risks identified by Buyer are not removed within the designated timeframe or Seller refuses to remove the gaps, Buyer may terminate the order with an immediate effect.
19. As per IT UTC IT12-2014 Policy, information which is company property and is transferred through public network such as the Internet, shall be coded. The applied coding techniques shall be approved by Buyer and comply with effective laws.
20. Seller shall ensure a suitable verification level of employees that do not report to Buyer and have access to the environment or Buyer's data and based on the audit results shall approve those employees to cooperate with Buyer. Seller shall disclose to Buyer the procedures applicable to those employees who have access to Buyer's data. Furthermore, based on IT10-206 "Virus Protection" Procedure, before beginning work with use of own data carriers (such as Flash/USB memory, CDR/RW, DVDR/RW, laptop disk, etc.), Seller shall make those carriers available to Buyer's IT for verification purposes by means of Buyer approved anti-virus software.
21. Before or upon concluding the order, Seller shall provide Buyer with a plan specifying a method of transferring to Buyer, upon completing the order's term, any data, including backup and archived data, as well as a method of permanent removal of such data from Seller's system. The plan shall provide for supplying the data to Buyer in a database compliant with Buyer's standards. Otherwise, Seller shall supply a license for applicable software to use the data transferred to Buyer.
22. Before or upon concluding the order, Seller shall declare how it will meet Buyer's requirements regarding authorization of access to applicable goods and/or services.
23. Seller shall notify Buyer of any attempts by third parties to obtain Buyer's information. Seller shall promptly notify Buyer of any attempt by third parties to provide Buyer's data.
24. Seller shall update its procedures within 3 months of being notified by Buyer's IT of compliance with UTC policy in terms of information protection. The policy shall be kept updated.
25. Seller shall be able, at Buyer's request, to ensure compliance with the following security policy requirements. Furthermore, Buyer reserves a right to assess Seller's capability to provide services and goods as required by Buyer's (UTC) data security and protection policy at each stage of the order performance:
 - Seller states that UTC security policies and practices shall be a prerequisite when performing the order;
 - Seller agrees to comply with the export control requirements;
 - Seller shall verify employees' criminal record (certificate of criminal inquiry) involved in communication with Buyer;
 - Seller shall ensure its capability to detect intrusion and attempted intrusion into computer systems;
 - Seller shall ensure user authorization for remote access to Buyer's equipment;
 - Seller confirms it is protected from malicious procedures including anti-virus software (such viruses, intrusion detection);
 - Seller confirms the systems are kept updated (automatic adjustments to operating systems and applications),
 - Seller confirms it uses secure communication channels for remote connections;
 - Seller shall ensure protections against major known forms of information system attacks;
 - Seller shall ensure physical and logic segregation of access to Buyer's/UTC information;
 - Seller shall ensure proper physical security of data storage locations in PWK (limited access to the room, fire protection, monitoring of environment parameters such as temperature, humidity),

- Seller shall ensure corrective actions for any defects in procedure functioning in the event such defects occur.
26. Each external user shall comply with all Buyer's/UTC policies and standards. Acceptance of these General Terms & Conditions of Purchase is equivalent to full responsibility for access to/storage/processing of Buyer's data.

Requirements for higher-risk services.

As regards higher-risk services including:

HIGHER-RISK SERVICES
Recovery services , including recovery of accounts receivable or other cash receivables owed to UTC by any public administration authorities
Customs agency services – activities including transactions with customs officers or other public administration authorities in regard to import and/or export of goods to and/or from, and/or transport of goods across internal state borders in connection with UTC business. Such activities include preparation and submission of documentation, classification and evaluation of goods, payment of duties, taxes and other charges, and customs clearance of goods entering the importing country and/or leaving the exporting country or under internal jurisdiction, according to applicable public administration requirements.
<p>Offsite services – any of the following activities performed (in part or whole) in regard to goods, equipment or products offered for sale to third persons, or serviced or maintained by UTC for third persons, which goods, equipment or products are not owned by UTC under any other title or are operated by UTC:</p> <ul style="list-style-type: none"> □ installation (including lifting, assembly and placing of structure), □ certification, commissioning or testing, □ maintenance, repair or overhaul, □ modification or modernization, □ decertification or disconnection, □ disassembly, scrapping or dismantling; or □ related aftersale services including support with a project or at works location in order to facilitate any of the above activities.
Immigration services – actions taken in order to obtain necessary permits from immigration authorities or other public administration agencies that authorize a natural person to leave their country of origin or enter another country and perform specific activities there in connection with UTC current or potential business or regulatory matters including agency services with immigration matters.
Services provided by a natural person who is or was a public official (see Corporate Policy Manual 48C: Hiring and Retaining Current and Former Government Officials and Their Relatives)
Legislation on incentives offered by public/tax administration authorities – activities taken in order to obtain tax or other business incentives offered by any public administration authority in order to recover tax credits, receive tax rebates or tax return from such authority.
Travel services in connection with sponsored travel (see CPM 48B: Sponsoring third-party travel)

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Furthermore, the following rules apply:

- A. The Seller agrees to provide the Buyer or its authorized representative, upon reasonable notice, with sufficient access to its facilities, personnel, accounts and documentation to conduct an audit so that the Buyer is able to evaluate and verify the Agreement is complied with and bookkeeping and business practices related to works completed in favor of the Buyer are performed diligently.
- B. The Seller and its officers, directors and employees performing any activities hereunder shall:
 - a. act in absolute compliance with ethical standards and integrity and avoid any actions that may create appearances of inappropriate conduct;
 - b. refrain absolutely (directly or indirectly) and at all times from offering, promising, attempting to give or giving: (i) improper payments (as defined in UTC Supplier Code of Conduct) or (ii) any tangible or non-tangible benefits to any UTC employee or a State Official (as defined in UTC Supplier Code of Conduct);
 - c. strictly comply with applicable laws including but not limited to provisions prohibiting bribery, improper payments, corruption, conflict of interest, conspiracy or unfair competition in private and public sectors;
 - d. immediately and correctly enter in its books and register (as specified in the UTC Supplier Code of Conduct) any transactions and costs related to its services provided to the Buyer.
- C. Notwithstanding any other rights arising herefrom, the Buyer is entitled to terminate the Agreement and cancel any purchase order in the event of:
 - a. the Seller's failure to comply with its obligations including violation ethical conduct provisions, common laws and the UTC Supplier Code of Conduct requirements,
 - c. the Seller or its directors, officers or employees becoming, for any reason whatsoever, non grata persons in the competent jurisdiction for the place of service provision or become considered as such by any public administration authority or a public official,
 - d. the Seller's failure to cooperate or refusal to cooperate under any regulatory proceedings or investigation carried out by the Buyer.In the above cases the Buyer is relieved from making further payments to the Seller and is entitled to claim damages resulting from such violation.
- D. The Buyer reserves a right to terminate the Agreement and cancel any purchase order whose performance would entail infringement of regulations, laws or ethical rules applicable for the Buyer, including but not limited to compliance in international trade and prohibition of sale of goods and services to individuals and legal entities subject to international, economic, financial and other sanctions. Should it be subsequently identified that the Seller is subject to international, economic, financial and other sanctions including prohibition of sale of goods and services, the Buyer reserves a right to terminate the present agreement/purchase order without notice.
- E. Neither the Seller nor its directors, officers or employees shall, on behalf of the Buyer, directly or indirectly, authorize, direct, facilitate, approve, offer, promise, attempt to make or make any payments in regard to this Agreement/purchase order or in any way related to the Buyer's business. This prohibition shall especially apply to the following:
 - a) payments for a building site, equipment inspections, license fees or any other compensation or damages on behalf of UTC or owed by the Buyer to any third party;
 - b) facilitation of payments;
 - c) payments made to induce any third parties (including but not limited to any Customer, Government or State Official) to act or refrain from action in any way, which (i) contribute to the Buyer or Seller obtaining or maintaining a purchase order/agreement or unfair or undue business benefits or (ii) remaining in conflict with obligations (arising from such agreement, service or related to authorities by law or otherwise) of one Third Party towards another;
 - d) payments made to director, officers or employees of the Buyer or its subsidiaries or any affiliates;
 - e) with intention or awareness that any part of such payment is intended to be paid to any natural person or entity other than a registered creditor, or used for purposes other than described in the Buyer's or Seller's records or registers.

- F. Neither the Seller nor its directors, officers or employees shall directly or indirectly authorize, direct, facilitate, approve, offer, promise, attempt to give or give any Business Gifts connected with this Agreement related in any way with the Buyer's business.
- G. Neither the Seller nor its directors, officers or employees shall directly or indirectly authorize, direct, facilitate, approve, offer, promise, attempt to provide or sponsor accommodation or travel, or provide or sponsor accommodation or travel in connection with this Agreement or in relation in any way to the Buyer's business to:
 - a. a Buyer's director, officer or employee or its subsidiaries or
 - b. a third party (including, without limitation, any Customer, Government or State Official).

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