



TERMS & CONDITIONS OF SALE

1. **TERMS AND CONDITIONS.** Kaman Corporation's ("Kaman") willingness to offer goods or services ("Products") for sale or accept an order for Products is expressly subject to the terms and conditions contained herein and published online at <http://www.kaman.com/tcs>. Kaman rejects any different or additional terms or conditions in any order, other document or other communication issued by Buyer.
2. **SHIPMENT; DELIVERY; TITLE AND RISK OF LOSS.** All unconfirmed delivery dates are approximate. Kaman is not responsible for damages resulting from shipping delays caused by circumstances outside Kaman's control. Regardless of the manner of shipment, delivery occurs and title and risk of loss or damage pass to Buyer, upon placement of the Products with the shipment carrier at Kaman's facility.
3. **WARRANTY.**
 - A. **Warranty for Distributed or Third-Party Products.** Please note that products, supplies, components or devices manufactured by a third party ("Third Party Product") may constitute, contain, be contained in, incorporated into, attached to, distributed by, or packaged together into, Kaman's Value Added Products. Kaman's warranties do not cover Third Party Products. In the case of Third Party Products, Kaman's sole obligation shall be limited to making any existing applicable manufacturer's warranties pertaining to such products available to Buyer to the extent Kaman can legally do so. Buyer's sole remedy for breach of this warranty, and subject to Kaman's sole discretion, is either repair or replacement.
 - B. **Warranty for Kaman Designed, Engineered, Built, or Assembled Products ("Value Added Products").** Kaman warrants that the Value Added Products sold hereunder shall be free from defects in material or workmanship for a period of twelve (12) months from the date of shipment. Buyer's sole remedy for breach of this warranty, and subject to Kaman's sole discretion, is either repair or replacement.
 - C. **Warranty for Kaman Services (including Repairs and Build-To-Print).** Kaman warrants to Buyer that it shall perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and that the Product will materially conform to Specifications. Buyer's sole remedy for breach of this warranty, and subject to Kaman's sole discretion, is either repair or performance.
 - D. **Disclaimer.** All prices are based upon the exclusive limited warranties stated above and upon the following disclaimer: THE WARRANTIES LISTED ABOVE ARE THE SOLE AND ENTIRE WARRANTIES PERTAINING TO PRODUCTS PROVIDED. ALL OTHER WARRANTIES ARE EXCLUDED, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Warranties do not extend to any losses or damages due to misuse, accident, abuse, neglect, normal wear and tear, negligence, unauthorized modification or alteration, use beyond rated capacity, unsuitable power sources or environmental conditions, improper installation, repair, handling, maintenance or application or any other cause not the fault of Kaman. To the extent that Buyer or its agents have supplied specifications, information, representation of operating conditions or other data to Kaman in the selection or design of the Product and the preparation of Kaman's quotation, and in the event that actual operating conditions or other conditions differ from those represented by Buyer, any warranties or other provisions contained herein that are affected by such conditions shall be null and void.
4. **CLAIMS; COMMENCEMENT OF ACTIONS.** Buyer agrees to inspect Products within five calendar days of receipt and agrees to immediately notify Kaman of any defects, nonconformities or shortages. Buyer waives any right to object to such defects, nonconformities or shortages after such time. Any claim or action against Kaman based upon breach of contract or any other theory, including tort, negligence, or otherwise must be commenced within twelve (12) months from the date of the alleged breach or other alleged event, without regard to the date of discovery.
5. **CANCELLATION/CHANGES.** Buyer may cancel orders only upon reasonable advance written notice and upon payment to Kaman of Kaman's cancellation charges which include, among other things, all costs and expenses incurred, and, to cover commitments made, by the Kaman and a reasonable profit thereon. Kaman's determination of such cancellation charges shall be conclusive. Buyer may request changes or additions to the Products consistent with Kaman's specifications and criteria. In the event such changes or additions are accepted by Kaman, Kaman may revise the price, license fees, and dates of delivery and/or performance dates. Kaman reserves the right to change designs and specifications for the Products without prior notice to Buyer, except with respect to made-to-order Products.
6. **PAYMENT.** Kaman's prices do not include any sales, use, or other taxes or duties unless specifically stated. Kaman reserves the right to negotiate escalation fees as warranted. Payment for all purchases is due thirty (30) days from the mailing date of invoice. Unpaid invoices beyond the specified payment date incur interest at the maximum allowable rate under applicable law.
7. **RETURNS.** Product may not be returned without prior authorization. A restocking charge, after inspection and in the opinion of the Kaman, shall be made upon all Products returned for credit. Products returned for credit must be returned within five (5) business days after receipt, accompanied by Kaman's invoice number and date of purchase, and be unopened in the original packaging. Custom, made-to-order or special Products including nonstandard components are not returnable.
8. **BUILD-TO-PRINT.** Where the Kaman is responsible for manufacturing or servicing Product to Buyer's specifications, engineering data, drawings, schematics, materials, components, data or requirements ("Specifications"), the Buyer is solely responsible for determining the suitability and sufficiency of those Specifications, and assumes sole responsibility for the outcome and performance of Product based upon those Specifications. Additionally, Buyer is responsible for making the final selection of Product and assuring that all performance, endurance, maintenance, safety and warning requirements are met.
9. **BUYER'S OBLIGATION; RIGHTS OF KAMAN.** To secure payment of all sums due or otherwise, Kaman retains a security interest in all Products delivered to Buyer and this agreement is deemed to be a Security Agreement under the Uniform Commercial Code. Buyer authorizes Kaman as its attorney to execute and file on Buyer's behalf all documents Kaman deems necessary to perfect its security interest.
10. **FORCE MAJEURE.** Kaman does not assume the risk and is not liable for delay or failure to perform any of Kaman's obligations by reason of events or circumstances beyond its reasonable control (hereinafter "Events of Force Majeure"). Events of Force Majeure shall include without limitation: accidents, strikes or labor disputes, acts of any government or government agency, acts of nature, delays or failures in delivery from carriers or suppliers, shortages of materials, or any other cause beyond Kaman's control.
11. **WAIVER AND SEVERABILITY.** Failure to enforce any provision of this agreement will not invalidate that provision; nor will any such failure prejudice Kaman's right to enforce that provision in the future. Invalidation of any provision of this agreement by legislation or other rule of law shall not invalidate any other provision herein. The remaining provisions of this agreement will remain in full force and effect.
12. **DELAY.** Kaman reserves the right to invoice for all items purchased, all work completed or in progress, and for any other commitments made by Kaman on behalf of the Buyer if Buyer delays contract progress for a period exceeding six (6) weeks.
13. **GOVERNING LAW.** This agreement and the sale and delivery of all Products are deemed to have taken place in, and shall be governed and construed in accordance with, the laws of the State of Connecticut without regard to conflicts of laws principles. Buyer irrevocably agrees and consents to the exclusive jurisdiction and venue of the courts of Hartford County, Connecticut with respect to any dispute, controversy or claim arising out of or relating to this agreement.
14. **INDEMNITY.** (a) Kaman agrees to hold Buyer harmless from all loss, liability, claims or expenses (including reasonable attorney's fees) awarded in a final judgment by a court of competent jurisdiction arising from bodily injury or property damage (including death) to any person caused directly by the recklessness or willful misconduct of Kaman in the performance of this Agreement; (b) Buyer shall indemnify, defend, and hold Kaman harmless from any losses, claims, liabilities, damages, lawsuits, judgments and costs (including attorney fees and defense costs), whether for personal injury, property damage, patent, trademark or copyright infringement or any other claim, brought by or incurred by Buyer, Buyer's employees, or any other person, arising out of: (i) improper selection, application, design, or other misuse of Products purchased by Buyer from Kaman; (ii) any act or omission, negligent or otherwise, of Buyer; (iii) Kaman's use of patterns, plans, drawings, or specifications furnished by Buyer to manufacture Products; or (iv) Buyer's failure to comply with these terms and conditions. Kaman shall not indemnify Buyer under any circumstance except as otherwise provided.
15. **INSURANCE.** Kaman agrees to procure and maintain, at its sole cost and expense, the following insurance underwritten by reputable insurance companies licensed to do business in the states in which the work or any portion of the work is performed for the entire term of this Agreement: Workers' Compensation insurance with statutory limits in accordance with the laws of the state in which the work or any portion of the work is performed; Employers' Liability insurance with limits of \$1 million each accident for bodily injury by accident or \$1 million each employee for bodily injury by disease. Commercial General Liability insurance with a limit of \$2 million each occurrence. Business Automobile Liability insurance with a limit of \$2 million any one accident or loss for injuries, including accidental death, and property damage covering all owned, non-owned and hired vehicles. Upon Buyer's written request: 1) Kaman shall provide Buyer with certificates of insurance as evidence that the policies providing such coverage and limits are in full force and effect; 2) shall provide Buyer with renewal certificates of insurance within ten business days following the inception of the new policy period; 3) shall name Buyer as a "Certificate Holder" for each of the above policies. For its part, Buyer shall require its insurer to waive all rights of subrogation against Kaman's insurers and Kaman.
16. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS, DIMINUTION IN VALUE OR REPUTATION, OR LOST OPPORTUNITY), SPECIAL, PUNITIVE OR LIQUIDATED DAMAGES, DIRECTLY OR INDIRECTLY, ARISING OR RESULTING FROM THE BREACH OF ANY OF THE TERMS HEREOF OR FROM THE SALE, HANDLING OR USE OF THE PRODUCTS SOLD. KAMAN'S LIABILITY HEREUNDER, FOR BREACH OF WARRANTY, NEGLIGENCE OR OTHERWISE, IS EXPRESSLY LIMITED AT KAMAN'S OPTION TO: (A) TO THE REPLACEMENT AT THE AGREED POINT OF DELIVERY OF ANY PRODUCTS FOUND TO BE DEFECTIVE OR NOT TO CONFORM TO THE SPECIFICATIONS SET FORTH HEREIN, (B) TO THE REPAIR OF SUCH PRODUCTS, OR (C) TO THE REFUND OR CREDITING TO BUYER OF THE PRICE OF SUCH PRODUCTS.
17. **COMPLIANCE WITH LAWS.** Buyer agrees to comply with all applicable laws, regulations, import and export laws and regulations of the Buyer's country and the United States of America, including but not limited to the Export Administration Regulations (EAR) and the International Traffic in Arms Regulations (ITAR). Buyer further agrees that for any EAR or ITAR controlled product, it shall not directly or indirectly, sell, export, re-export, transfer, divert or otherwise dispose of in any other country, or to any prohibited party, any such controlled product, either in its original form or after being incorporated into another end-item, without the prior written approval of the relevant U.S. Government authority.
18. **DISPUTE RESOLUTION.** If a dispute arises out of or relates to this these terms or their breach, the parties shall attempt to resolve such dispute through the dispute resolution procedures set forth herein ("Resolution Procedures"). If any dispute arises under this agreement, either party may notify the other in writing of the existence of such dispute and the commencement of the Resolution Procedures. Within twenty (20) business days after receipt of the commencement notice the parties shall conduct a hearing at a mutually agreed upon location and time. The hearing shall be conducted before a hearing panel of one senior executive of from each party ("Hearing Executives"). During the hearing each party shall present its position, and each party shall be entitled to a rebuttal. The Hearing Executives will reach agreement on the order of presentations and other procedural issues regarding the hearing. At the conclusion of the hearing, the Hearing Executives shall meet to attempt to resolve the dispute. The Resolution Procedures shall be deemed terminated if the parties have not executed a written settlement of the dispute on or before the tenth (10th) business day following the conclusion of the hearing. Unless a written settlement is executed, any promises or agreements made by the parties at the hearing shall not be binding on the parties. All discussions, offers, promises, statements, or conduct made in the course of the Resolution Procedures are privileged, confidential, inadmissible, and not discoverable for any purpose. If the Hearing Executives are unable to resolve the dispute within forty-five (45) days of the date of the commencement notice, either party may institute litigation.
19. **MISC.** Unless otherwise agreed in writing this agreement contains the entire agreement between the Buyer and Kaman and constitutes the final, complete and exclusive expression of the terms of sale. All prior or contemporaneous written or oral agreements or negotiations are herein merged. These terms may only be amended, modified or supplemented by an agreement in writing signed by each party. If any term or provision of this Agreement is determined to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect any other term hereof.
20. **MATERIAL SAFETY DATA SHEETS ("MSDS").** MSDS for applicable products sold by Kaman are prepared by the manufacturers and available online at the manufacturer's website or at www.kaman.com.