



communications

Electrodynamics, Inc.

*Printed versions may not be the latest. Suppliers shall utilize the latest version which can be found on our website at <http://www.l-3com.com/EDI>.*

## ADDENDUM TO L-3 COMMUNICATIONS CORPORATION GENERAL TERMS AND CONDITIONS

**A-1. Goods Warranty.** This clause replaces and supersedes Clause 16 of L-3 Communications Corporation General Terms and Conditions. The period of the above clause is revised to read twenty-four (24) months in lieu of one year (twelve (12) months).

**A-2. Product Support.** Seller shall support items purchased hereunder during the operational life of the items or for a period of ten (10) years from date of final shipment under this Order. Said support includes, but is not limited to, technical service and maintenance of Seller's stock of subassemblies and spare parts as may be required to be ordered to support operation of the items. In the event Seller discontinues manufacture of the aforementioned items, subassemblies, or spare parts therefor, and does not provide for another qualified source, Seller shall provide to Buyer all drawings, specifications, data, and know-how which will enable Buyer and its customers to manufacture or procure said items, subassemblies, or spare parts under a royalty-free license which is hereby granted.

**A-3. No Waiver of Conditions.** Buyer's failure to insist upon strict compliance shall not be deemed a waiver of any right, and waiver of a right under any Article of this Order shall not constitute a waiver of any other right or waiver of, default under, such Article or any other Article of this Order.

**A-4. Title and Risk of Loss.** Seller shall bear the risk of loss and damage to all items to be supplied hereunder until final acceptance by Buyer, and delivery at Buyer's plant. Buyer shall have equitable title to all items subject to partial or progress payments.

**A-5. Record Retention.** This clause supplements Clause 5(c) of L-3 Communications Corporation General Terms and Conditions. Seller agrees to keep and maintain adequate books and records with respect to all costs and performance of this Order for three (3) years following final payment on this Order or seven (7) years, whichever is greater. Such records shall be subject to audit and review by Buyer and/or Buyer's designee/customer at all reasonable times during the aforementioned period. Upon request, Seller shall provide said records to Buyer's designation location within five (5) business days of request at no cost or additional fee, and without any encumbrances. Records shall be maintained in such a manner that preserves the integrity and legibility of said records.

**A-6. Mercury.** Materials furnished under this order shall be free from contamination by presence of Mercury. Mercury is corrosive to Gold, Silver, Nickel, Stainless Steel, Aluminum and Copper Alloys. Accidental trapping of Mercury in a component could cause serious damage to vital parts. Mercury is also toxic if inhaled, ingested or absorbed through the skin.

Requirements: (1) Materials furnished under this Purchase Order shall not contain functional Mercury in any form without the specific written approval of GE Aviation. (2) Mercury-bearing instruments and/or equipment which might cause contamination shall not be used in the manufacture, fabrication, assembly or testing of any material furnished under this Purchase Order. The most probable causes of contamination are direct connected Mercury Manometers, Mercury Vacuum Pumps, Mercury Seals, Mercury-in-Glass Thermometers, or handling of Mercury in the immediate vicinity. In case of doubt or question of manufacturing procedures, you may call Buyer for assistance. (3) In the event of any accident involving Mercury contamination of the material being furnished on this Purchase Order or suspicion of such contamination, Buyer shall be notified immediately. (4) These requirements extend to Seller's sub-tier suppliers.

**A-7. 29 CFR Part 471.** Department of Labor, 29 CFR, Part 471, Appendix A, Section 471.2(b), Notification of Employee Rights Under Federal Labor Laws; Final Rule, is applicable to this Purchase Order.

**ISO 9001/AS 9100 REGISTERED**