



FABRICATION AND PROCESSING SERVICES AGREEMENT

This Fabrication and Processing Services Agreement (this "Agreement"), dated _____ (the "Effective Date"), is entered into between Spirit AeroSystems, Inc., with offices at 3801 S. Oliver St., Wichita, Kansas, 67210 ("Spirit"), and _____ ("Customer"). Customer and Spirit are each a "Party" and collectively the "Parties."

RECITALS

- A. Spirit has the capacity to provide certain fabrication and chemical processing services for aircraft parts and components; and
- B. Customer desires to retain Spirit to fabricate goods and provide certain services as more specifically defined in this Agreement; and
- C. Spirit is willing to provide the goods and services in accordance with the terms and conditions of this Agreement.

Therefore, in consideration of the mutual covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Spirit and Customer agree as follows:

- 1. Services and Ordering.
 - A. Spirit shall fabricate goods (the "Products") and provide processing services (the "Services") set forth in one or more purchase orders to be issued by the Customer and accepted by Spirit (each, a "P.O." and collectively "P.O.s".) The initial accepted P.O. is attached hereto as "Schedule A". A P.O. shall include all elements of the Products and Services to be provided, including specifications and drawings, schedule requirements, completion standards, prices, acceptance testing procedures and other necessary items. If Spirit provides processing services for parts provided by Customer, the parts are referred to herein as the "Processed Parts." Parts which are fabricated by Spirit are referred to herein as the "Products". Spirit will not recommend or advise which Services are required, and Customer is solely responsible for determining which Services to order. Spirit builds the Products to Customer's specifications, and is not responsible for the design of any item. Spirit shall not be responsible for the requirements of any airworthiness authority or regulation unless such requirements are specifically set forth in a P.O. A P.O. may be amended from time to time as agreed to in writing by the Parties, with an accompanying equitable adjustment in pricing and schedule. All orders are subject to credit approval or limitations.
 - B. Additional P.O.s may be issued by Customer from time to time but are accepted only if signed by an authorized representative of Spirit. Each new P.O. will be incorporated as a new "Schedule A" to this Agreement. Spirit may require that P.O.s be submitted electronically through its portal.
 - C. Acceptance of any P.O. is strictly limited to the terms and conditions of this Agreement and any mutually agreed upon terms in the P.O. Spirit objects to and rejects any provision additional to or different from the terms of this Agreement that may appear in the P.O., acknowledgment, confirmation, writing, or in any other prior or later communication between Customer and Spirit, or arising out of course of dealing or usage in the trade, unless such

provision is expressly agree to by Spirit in a writing signed by the Spirit Contact as defined herein. To the extent there is any conflict between the terms of this Agreement and any P.O. or any other communication between Customer and Spirit, whether in the form of a Customer acknowledgment, confirmation, writing, or otherwise, the terms of this Agreement shall take precedence. Customer's submission of a P.O. is its unqualified and unconditional acceptance of the terms and conditions of this Agreement.

D. Unless the parties have agreed otherwise in writing, this Agreement is for commercial purposes only. Spirit will not provide Services for any governmental or quasi-governmental entity under the terms of this Agreement. Such terms must be separately negotiated by the parties. Any potentially applicable flowdown clauses, laws, or regulations will be agreed to between Customer and Spirit, and only after agreement by Spirit, will be incorporated into this Agreement by reference, and as an exception to Clause (C) above.

2. Spirit's Obligations.

A. Spirit will designate a primary contact to act as its authorized representative with respect to all matters pertaining to this Agreement (the "Spirit Contact"), with such designation to remain in force unless and until a successor is appointed by Spirit.

B. Spirit will maintain complete and accurate records related to the provision of the Products and Services under this Agreement and any P.O. in accordance with applicable laws and regulations. During the term of this Agreement and for one year thereafter, upon Customer's written request, Spirit will allow Customer or Customer's representatives to inspect and make copies of such records showing compliance of the Products and Services with the P.O., provided that Customer provide Spirit with at least 30 business days' advance written notice of the planned inspection. Any such inspection shall not interfere with the conduct of Spirit's business, shall take place during regular business hours, at a time and place convenient to Spirit, and shall take place no more than once per six month period.

3. Customer's Obligations.

A. Customer shall designate in writing one of its employees or agents to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the "Customer Contact"), with such designation to remain in force unless and until a successor is appointed by prior written notice to Spirit.

B. Customer shall require that the Customer Contact respond promptly to any requests from Spirit for instructions, information, materials, or approvals required by Spirit to provide the Products and Services. Spirit shall not be responsible for any delays caused by Customer's failure to provide requested information, instructions, approvals, or materials.

C. Customer shall cooperate with Spirit in its performance of the Agreement and any P.O. and provide access to Customer's premises, employees, and equipment as required.

D. Customer shall be responsible for obtaining any required licenses or consents, and will do so in an expedient manner to prevent delays in Spirit's provision of the Services.

E. For clarification, if Customer is also a supplier to Spirit for the Products or Services, Customer will not be held responsible for delays or quality issues under the supply agreement to the extent the delay or quality issue is attributable to Spirit's performance under this Agreement.

4. Acceptance of Products and Services.
 - A. Customer's irrevocable acceptance of the Products or Processed Parts shall be conclusively presumed unless Customer gives Spirit written notice of a defect within fifteen (15) days after receipt. If Spirit delivers non-conforming Processed Parts or Products, Spirit will at its option re-perform or correct the Services, or provide a replacement or corrected Product.
 - B. Customer shall provide Spirit written notification of any nonconformance within fifteen (15) days of receipt of the Processed Parts or Products. The written notice shall include:
 - i. Affected process or part, part number and name
 - ii. Description of the nonconformance
 - iii. Quantity and dates delivered
 - iv. Purchaser order number
5. Prices, Fees, Expenses and Payments.
 - A. In consideration of the provision of the Services by Spirit and the rights granted to Customer under this Agreement, Customer shall pay Spirit the prices agreed upon by Spirit and set forth in the applicable P.O. All payments, including remittance detail, shall be made by electronic funds transfer (ACH/wire) in United States Dollars into an account designated by Spirit. All sales are subject to review and approval of credit terms, which may include submission of financial statements (balance sheet, income statement, statement of cash flows) as required by Spirit. If approved for credit terms by Spirit Credit Management, payment shall be due within thirty (30) days from invoice date. All other terms are cash in advance of delivery.
 - B. Customer shall reimburse Spirit for all expenses incurred in accordance with the P.O. within thirty (30) days of invoice date. Customer may request reasonably sufficient supporting documentation for the expenses.
 - C. Customer shall be responsible for all Taxes, impositions, and charges imposed by any U.S. or non-U.S. governmental authority arising out of or in connection with this Agreement. "Taxes" are defined as all taxes, fees, charges, tariffs, or duties, and any interest, penalties, fines, or other additional tax, including but not limited to sales, use, value added, gross receipts, stamp, custom, withholding, excise, transfer and similar taxes, or other taxes imposed in connection with the performance of this Agreement and any P.O., except U.S. federal and state income taxes imposed on Spirit. Customer will promptly reimburse Spirit on demand for any Taxes that are imposed on and paid by Spirit or for which Spirit is responsible for collection in connection with this Agreement. If Customer is required by law to deduct any withholding tax from payments made to Spirit, then Customer shall increase the amount paid to Spirit such that, after the withholding and payment of tax on such amounts, Spirit shall receive the amount payable to it without regard to such withholding tax.
 - D. If an invoice or any part thereof, except for that which is being disputed by Customer in good faith, is not paid on or before the due date, then Customer shall pay to Spirit a finance charge computed on a monthly periodic rate of one percent (1%) per month for an annual percentage rate of twelve percent (12%).

6. Tooling and Materials. Unless provided by the Customer, all tooling, equipment, and materials used for the performance of its obligations under the Agreement and any P.O. shall be the property of Spirit. If Customer provides tooling, equipment, or materials, then Customer acknowledges that such shall be adequate for the performance of the Services or fabrication of the Products. Such Customer-provided tooling, equipment, or materials will remain the property of Customer, but Customer shall have the responsibility and cost of maintaining and replacing the same. However, Spirit will be responsible for any damage to the Customer-provided tooling, equipment, and materials that is solely attributable to Spirit's negligence or failure to comply with Customer's reasonable instructions.
7. Limited Warranty.
 - A. Spirit warrants that at the time of delivery of the Products, they shall be free from defects in material and workmanship and conform to the applicable P.O.
 - B. Spirit warrants that at the time of delivery of the Processed Parts, they shall be free from defects in material and workmanship arising out of the provision of the Services and shall conform to the applicable P.O.
 - C. For clarification, Spirit does not warrant against defects in material if materials are provided by or on behalf of Customer. If Spirit determines that the Processed Parts or Products subject to a warranty claim do not conform to the stated warranty, then Spirit shall, at its option, re-perform or correct the Services, or replace or correct the Products, to comply with the warranty.
 - D. Customer's exclusive remedy for Spirit's failure to comply with the warranties provided herein is the correction or re-performance of the Services to provide corrected Processed Parts, or the replacement or correction of the Products.
 - E. Spirit makes no warranty or representations for the Services, the Products, or the Processed Parts, other than those set forth above. The warranties, obligations, and liabilities of Spirit and the remedies of Customer described in this Section 7 are exclusive and in substitution for, and Customer hereby waives, releases, and renounces, all other warranties, obligations, and liabilities of Spirit and all other rights, claims, and remedies against Spirit, express or implied, arising by law or otherwise, with respect to any non-conformance or defect regarding the Services, the Processed Parts, or the Products provided under this Agreement and any P.O., including, but not limited to, any implied warranty of merchantability or fitness for a purpose, non-infringement, or arising from course of performance, course of dealing or usage of trade, or any obligation, liability, right, claim or remedy in tort. These limitations shall apply notwithstanding failure of the essential purpose of any express or implied warranty.

If any third party materials are used in performance of the Services, or the fabrication of Products, then the third party materials are provided "as-is" and any representation or warranty regarding the third party materials is strictly between Customer and the third party owner or distributor of the third party materials.
 - F. Spirit's warranty obligations are subject to the following conditions:
 - i. Customer must give Spirit written notice of any warranty claim describing any alleged defect or non-conformance immediately upon discovery of the defect or non-conformance, but no later than fifteen (15) days after delivery of the Processed Parts or Products to Customer.

- ii. The Processed Parts or Products have been used under normal operating conditions and have not been subject to misuse, mishandling, negligence, accident, or ingestion of foreign material.
- iii. The Processed Parts or Products have not been altered, repaired, or serviced.
- iv. The Processed Parts have been maintained in accordance with FAA-approved airworthiness maintenance program, applicable maintenance manuals or equivalent approved documentations, instructions for continued airworthiness, and any instructions provided by Spirit.
- v. Customer shall bear all transportation costs, labor, and risk of loss for the removal, transportation, and reinstallation of Processed Parts or Products.
- vi. Parts were not received by Spirit in a damaged condition or condition unsuitable for the Services.
- vii. If Spirit determines that the Services are not covered by the above warranty, Customer will pay Spirit for work performed and material furnished in connection with the inspection, investigation, repair, or any other work performed on the Processed Parts or Products.

8. Limitation of Liability and Indemnification.

- A. Customer acknowledges and agrees that Spirit is agreeing to provide the Services and the Products for the quoted prices in consideration of the limited warranty and limitations of liability contained in this Agreement. The Services and the Products are being provided by Spirit in reliance upon this agreed allocation of risk. Except as otherwise provided in this Section 8, in no event will Spirit or any of its representatives be liable to Customer or to any third party for any loss of use, revenue, or profit, or diminution in value, or any incidental, consequential, indirect, exemplary, special, or punitive damages, or any penalties, fines, or orders, whether arising out of breach of contract, tort (including negligence or strict liability), federal, state, or local laws and regulations (including environmental laws or regulations,) or otherwise, arising out of or related to the Services, the Processed Parts, the Products, or this Agreement, regardless of whether such damage was foreseeable and whether or not Spirit has been advised of the possibility of such damages, regardless of the legal or equitable theory, and notwithstanding the failure of any agreed or other remedy of its essential purpose.
- B. In no event shall Spirit's liability arising out of or related to the Services, the Processed Parts, or any P.O., however arising, exceed three times (3x) the payments made to Spirit for the Services for the applicable item pursuant to the P.O. under which the claim or claims arise. In no event shall Seller's aggregate liability arising out of or related to the Services or Processed Parts, exceed the P.O. value of the total of the amounts paid to Spirit under this Agreement in the year preceding the event giving rise to the claim. These limitations shall apply regardless of the cause of action or legal theory giving rise to the liability.
- C. In no event shall Spirit's liability arising out of or related to the Products, or any P.O., however arising, exceed the P.O. line item value payments made to Spirit for the Products pursuant to the applicable P.O. under which the claim or claims arise. In no event shall Seller's aggregate liability arising out of or related to the Products, exceed the P.O. value of the amounts paid to Spirit under this Agreement in the year preceding the event giving rise to the claim. These limitations shall apply regardless of the cause of action or legal theory giving rise to the liability.
- D. Indemnification. Customer shall defend, indemnify, and hold harmless Spirit AeroSystems, Inc., its subsidiaries and affiliates, and their directors, officers, employees,

and agents (hereinafter referred to as "Indemnitees"), from and against all actions, causes of action, liabilities, claims, suits, judgments, liens, awards, orders, and damages of any kind and nature whatsoever (the "Claims") arising out of the provision of the Services, or the use of the Processed Parts or Products, or otherwise under this Agreement, including those of third parties, and including, but not limited to, property damage, personal injury or death, fines, penalties, expenses, costs of litigation, and attorneys' fees, except to the extent the Claims are attributable to Spirit's gross negligence or willful misconduct. In the event of a Claim, Spirit may require that Customer conduct all claims and defend any suit or proceeding brought against Spirit at Customer's expense, or in the alternative, decide to conduct the claim or to defend the suit (to the extent legally permissible), in which case Customer shall, at its expense, provide Spirit with any information and assistance as requested. Customer shall not settle or compromise any claim without Spirit's prior written consent.

- E. No action or claim may be brought by Customer against Spirit unless written notice of the claim is delivered to Spirit within thirty (30) days after the event subject to the claim first becomes known to Customer, but in no case may Customer bring an action unless it is brought within one (1) year after the cause of action accrues. The Parties agree this provision shall survive expiration or termination of this Agreement.
9. Shipment, Delivery, Title, and Risk of Loss. Processed Parts and Products shall be delivered FCA (as defined in Incoterms 2010) at Spirit's facility in Wichita, Kansas, unless otherwise designated in a P.O. Customer shall select the carrier and mode of transportation. Customer is responsible for shipping and transportation costs, insurance, and all Taxes or other expenses incurred or license or clearance required at any port of entry and destination. All shipment and delivery dates are estimates. Title and risk of loss or damage to the Processed Parts and Products shall remain with Customer. Spirit will not have any responsibility for parts that are delivered to Spirit in a damaged condition or in a condition unsuitable for Spirit to perform the Services. Such parts will be returned to Customer unprocessed, at Customer's risk and expense.
10. Compliance with Laws.
- A. In performing the obligations of this Agreement, Customer will comply with all applicable domestic and foreign statutes and government rules, regulations, and orders, as amended from time to time, including, but not limited to, the United States Foreign Corrupt Practices Act, any other anti-bribery laws and regulations of any applicable jurisdiction, and all applicable federal, state, or local environmental, health, or safety laws and regulations. Customer shall also comply with Spirit's Ethical Business Conduct Policy and Procedures.
 - B. Customer shall comply with all U.S. export controls and sanctions laws, regulations, and orders, as they may be amended from time to time, applicable to the export and re-export of goods, software, technology or technical data ("Items"), or services, including without limitation, the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and all regulations and orders administered by the U.S. Department of Treasury Office of Foreign Assets Control ("OFAC"), collectively, the "Export Control Laws". The Party conducting the export shall be responsible for obtaining the required authorizations. The Party conducting the re-export shall be responsible for obtaining the required authorizations. Each Party shall cooperate and use commercially reasonable efforts to support the other Party in obtaining any necessary licenses or authorizations required to perform its obligations under this Agreement.

- C. Customer shall provide to Spirit the Export Control Classification Numbers ("ECCNs") of the Products, and parts provided for the Services, and any applicable ECCNs for subcomponents of the parts. Customer shall not, without the prior written permission of Spirit, use the Services or Processed Parts or the Products in any way involving military end-use customers other than the U.S. government. This restriction shall apply to any use, sale, proposal, or offer to sell or provide parts to any military end-customers other than the U.S. government anywhere, and includes defense contractors where Customer has reason to know that the Services or Processed Parts or Products are likely to be used by, delivered to, or benefit a defense agency anywhere.
- D. Customer shall comply with all applicable U.S. import laws, and be responsible for the preparation and submission of all necessary documentation and for obtaining appropriate authorizations.
11. Confidentiality. From time to time during the term of this Agreement, either Party (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party"), non-public proprietary and confidential information of the Disclosing Party, that, if disclosed in writing or other tangible form is clearly labeled as "confidential", or if disclosed orally, is identified as confidential when disclosed and within five (5) days thereafter is summarized in writing and confirmed as confidential (collectively "Confidential Information"). Confidential Information does not include information that (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of its confidentiality obligations; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third party, provided that the third party is not bound by an obligation of confidentiality for the same; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any Confidential Information. The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care. The Receiving Party shall not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except to its own advisers and representatives who need to know to act on its behalf or exercise its rights or perform its obligations under this Agreement. If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, prior to making such disclosure it shall use commercially reasonable efforts to notify the Disclosing Party of such requirements to allow the Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.
12. Intellectual Property Rights. All intellectual property rights, including, without limitation, copyrights, patents, inventions, trademarks, service marks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names, and domain names, and all other rights (collectively the "Intellectual Property Rights") in and to all the Services, and any documents, work product, and other materials delivered to Customer under this Agreement or prepared by or on behalf of Spirit in the course of performing the Services, including, without limitation, any items identified in a P.O., except for any Confidential Information of a Customer, shall be owned by Spirit. Spirit hereby grants Customer a non-exclusive, non-transferable, limited license to use the Intellectual Property Rights royalty-free solely for enabling Customer to make reasonable use of the Services and Processed Parts and Products and to support its own customer. Customer shall indemnify Spirit for Customer's

infringement of any third party Intellectual Property Rights in accordance with Section 8(D).

13. Force Majeure. Spirit shall not be responsible for any full or partial delay in performance, nor be deemed to have breached or defaulted under this Agreement or any P.O., for any cause beyond Spirit's reasonable control. Examples of such causes include, but are not limited to, weather events and natural disasters such as earthquakes, tornadoes, floods, and hurricanes; fires or explosions or industrial accidents; violence such as war, hostilities, terrorist acts, and civil unrest; epidemics and quarantines; government action such as condemnation of property, changes in or enforcement of laws and regulations, orders and embargoes, and failure to act on a timely basis; organized labor activities such as strikes and work slowdowns; and shortages of power, supplies, infrastructure, or transportation (all, a "Force Majeure Event"). If a Force Majeure Event occurs, then Spirit will notify Customer as soon as reasonably practical regarding the nature of and anticipated impact of the delay. If the delay attributable to the Force Majeure Event continues more than thirty (30) days, then either Party may terminate the applicable P.O. in accordance with Section 14 of this Agreement.

14. Term, Termination and Survival.

A. This Agreement shall commence as of the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for consecutive one year periods (each a "Renewal Term"), until canceled in accordance with this Section 14.

B. Either Party may terminate this Agreement during the Initial Term or any Renewal Term for any reason upon sixty (60) days written notice to the other Party. If a P.O. is not yet completed, the termination date of this Agreement shall be extended to the date the P.O. and the Services are completed, unless the P.O. is also terminated in accordance with this Agreement.

C. Either Party may terminate this Agreement and any P.O., effective upon written notice to the other Party (the "Defaulting Party"), if the Defaulting Party:

- i. Breaches this Agreement or any P.O. by failing to comply with its material obligations thereunder; and such breach is incapable of cure, or if the breach is capable of cure, the Defaulting Party does not commence to cure such breach within ten (10) days after receipt of written notice of such breach and actually cure the breach as quickly as possible using commercially reasonable means;
- ii. Becomes insolvent or admits its inability to pay its debts generally as they become due, or makes an assignment for the benefit of creditors;
- iii. Becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within thirty (30) business days after filing; or
- iv. Is dissolved or liquidated or takes any action for such purpose or has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

D. Notwithstanding the foregoing, Spirit may terminate this Agreement and any P.O. effective upon written notice if Customer fails to pay any amount when due hereunder, or if Customer defaults under any other agreement between Spirit and Customer.

E. If Spirit terminates a P.O. for Customer's breach of this Agreement or any other agreement with Spirit, then Customer shall be responsible for all costs and expenses incurred or



suffered by Spirit for the early termination of the P.O., and reasonable lost profits, associated with said P.O.

F. The rights and obligations of the Parties set forth in Sections 4, 7, 8, 10, 12, 14, 16, and 26, and any right or obligation of the Parties in this Agreement which, by its nature, should survive the expiration or termination of this Agreement, will survive any such termination or expiration. With respect to Confidential Information, the rights and obligations of the Parties under Section 11 will survive such termination or expiration of this Agreement until, if ever, such Confidential Information no longer meets the definition of "Confidential Information" hereunder.

G. Each party acknowledges that a breach by a party of Section 11 or Section 12 may cause the non-breaching party irreparable damages, for which an award of damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the non-breaching party will be entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the non-breaching party may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Agreement to the contrary.

15. Security Interest. Customer consents to and grants Spirit a security interest and/or lien under applicable law in the parts to be processed and the finished Processed Parts and Products to secure payment for the Products and Services, irrespective of whether the items remain in Spirit's possession.

16. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Kansas, including the Kansas Uniform Commercial Code, except for any conflict of laws provisions which would require the application of the laws of another jurisdiction. Customer irrevocably consents and submits itself exclusively to the jurisdiction of the applicable courts of the Eighteenth Judicial District for the state of Kansas and the federal district courts situated in the District of Kansas for the purpose of any suit, action, or other judicial proceeding arising out of or related to this Agreement. The parties exclude the application of the United Nations Convention on Contracts for the International Sale of Goods. The parties agree that this Agreement, all correspondence, and any documentation arising out of or related to this Agreement will be in the English language.

17. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "Notice") must be in writing and addressed to the other Party via email and at its address set forth below. Unless otherwise agreed in writing, all Notices must be delivered by personal delivery, nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice is effective only (a) on receipt by the Receiving Party, and (b) if the Party giving the Notice has complied with the requirements of this Section 17.

If to Customer:
ATTN: _____
Address: _____
Email: _____



If to Spirit: Spirit AeroSystems, Inc.
ATTN: Bryan Buck
Address: 3801 S. Oliver St. Wichita, KS 67210
Email: spiritprocessing@spirtaero.com

18. Entire Agreement. This Agreement, including and together with any P.O.s, and any exhibits or attachments, contains the sole and entire agreement of the Parties with regard to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter. Any reference to this "Agreement" shall include any applicable P.O., exhibits, attachments, and related documents. If the terms of this Agreement conflict with any P.O., the terms of this Agreement shall control.
19. Interpretation. Headings used in this Agreement are for the convenience of the Parties and do not form a part of and shall not be used to construe the meaning or intent of this Agreement. No consideration will be given to the fact or presumption that a Party was the drafter of this Agreement.
20. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, then the invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. However, if any fundamental term or provision of this Agreement is invalid, illegal, or unenforceable, the remainder of this Agreement shall be unenforceable. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated.
21. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
22. Assignment. Customer shall not assign, transfer, delegate, or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Spirit. Any purported assignment or delegation in violation of this Section 22 shall be null and void. No assignment or delegation (even if permitted) shall relieve the Customer of any of its obligations under this Agreement.
23. Successors and Assigns. This Agreement is binding upon and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.
24. No Third Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns. Nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
25. Independent Contractors. The Parties to this Agreement are independent contractors. Neither Party shall have the right to contract or in any other way to enter into commitments on behalf of



or in the name of the other and shall not by course of conduct or otherwise hold itself out to third parties as having such authority.

- 26. Attorney's Fees. In the event of any litigation arising from breach of this Agreement, or the Services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred in the litigation, including but not limited to attorneys' fees and court costs.
- 27. Waiver of Jury Trial. Each Party acknowledges that any controversy that may arise under this Agreement is likely to involve complicated and difficult issues, and that therefore, each Party irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any legal action arising out of or relating to this Agreement or the transactions contemplated hereby.
- 28. Spirit Disposition of Nonconforming Material. For processed parts that spirit has contracted to customer under a Boeing work statement and where spirit has MRB authority of processed part(s), spirit shall disposition all nonconforming processed parts on customer's behalf using spirit's delegated MRB authority. Dispositions of scrap shall be communicated to customer as soon as practical for concurrence and planning purposes. Spirit shall disposition nonconforming products in accordance with spirit's and Boeing's applicable MRB policies and procedures. Spirit's production system shall maintain all MRB records trace-able to the affected P.O. In the event spirit is unable to bring the product into compliance with the customer's requirements, spirit shall include a copy of its internal quality notification (QN) documentation with delivery of the processed parts and include the QN number on the certificate of conformance for customer's records and use during inspection.
- 29. Counterparts. This Agreement, including any P.O., may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement and any P.O. delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement or said P.O.

The Parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

Customer

By: _____
Name: _____
Title: _____

Spirit AeroSystems, Inc.

By: 
Name: Bryan Buck
Title: Contract Specialist