

TRADING PARTNER AGREEMENT

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 19____, by and between Bell Helicopter Textron Inc., a Delaware corporation, ("BHTI") with offices at 600 East Hurst Boulevard, Hurst, Texas 76053, and/or Bell Helicopter Textron, a Division of Textron Canada Limited ("BHTC"), with offices at 12,800 rue de l'Avenir, Mirabel, Quebec, Canada J7J 1R4, and _____ ("Supplier"), a _____ corporation, with offices at _____. BHTI and BHTC are jointly referred to herein as "Bell."

Bell and Supplier desire to facilitate commercial transactions ("Transactions") by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to assure that such Transactions are legally valid or enforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.

NOW THEREFORE, the parties, intending to be legally bound, agree as follows:

SECTION 1. PREREQUISITES

1.1 DOCUMENTS: STANDARDS

Each party may electronically transmit to or receive from the other party any of the transaction sets listed in the Appendix and transaction sets which the parties, by written agreement, add to the Appendix (collectively "Documents"). Any transmission of data which is not a Document shall be considered a "Message." All Documents and Messages shall be transmitted in accordance with the standards set forth in the Appendix.

1.2 THIRD PARTY SERVICE PROVIDERS AND VALUE ADDED NETWORK (VAN) SERVICES

1.2.1 Documents and Messages will be transmitted electronically to each party either, as specified in the Appendix, directly through a VAN or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider or a VAN upon thirty (30) days prior written notice.

1.2.2 Except as otherwise provided herein, each party shall be responsible for the costs of any Provider or VAN with which it contracts.

1.2.3 Each party will be liable to the other for the acts or omissions of its VAN or Provider while transmitting, receiving, storing, or handling Documents and

Messages. If both parties use the same Van or Provider, the originating party will be liable to the other for the acts or omissions of the VAN or Provider related to the Document or Message.

1.2.4 Supplier is responsible for accessing and processing Documents and Messages received within two (2) business days of receipt.

1.3 SYSTEM OPERATIONS

Each party shall provide and maintain the equipment, software, services, and testing necessary to effectively and reliably transmit and receive Documents and Messages. Unless otherwise agreed in writing, each party shall bear its own costs in connection with providing and maintaining such capability.

1.4 SECURITY PROCEDURES

Each party shall properly use those security procedures, including those specified in the Appendix, if any, which are reasonably sufficient to ensure that all transmissions of Documents and Messages are authorized and to protect its business records and data from improper access.

1.5 SIGNATURES

Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) which are to be affixed to or contained in each Document or Message transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document or Message shall be sufficient to verify such party originated such Document or Message. Each party shall furnish to the other its EDI Signature. Neither party shall disclose such information to any third party. In addition, each party shall disclose such information to only those of its own employees who have a need to know the information and who have been authorized pursuant to the procedures established in its security system to receive such information.

SECTION 2. TRANSMISSIONS

2.1 PROPER DELIVERY AND RECEIPT

Documents and Messages shall not be deemed to have been properly received, and no Document or Message shall give rise to any obligation until accessible to the receiving party in the ordinary course of business at such party's receipt computer designated in the Appendix ("Receipt Computer"). All time periods for performing any obligations arising out of the receipt of a Document or Message shall run from the time of receipt at the Receipt Computer, regardless of whether or not the receiving party is actually aware of the receipt of the Document or Message by its Receipt Computer.

2.2 ACKNOWLEDGMENT OF RECEIPT

If acknowledgment of receipt of a Document or Message is required by the Appendix or otherwise agreed by the parties in writing, the receiving party shall promptly and properly transmit a Functional Acknowledgment.

2.3 ACCEPTANCE

2.3.1 Except as provided in 2.3.2 with respect to Bell purchase orders (850) and change orders (860), if acceptance of a Document is required by the Appendix, any such Document which has been properly received shall not give rise to any obligation unless and until the party initially transmitting such Document has properly received in return an Acceptance Document (as specified in the Appendix). Acceptance will be deemed to have occurred regardless of whether or not the Supplier has forwarded such Document to the responsible organization within its company.

2.3.2 Each purchase order and change order from Bell shall constitute an offer that Supplier may accept or reject. Supplier may reject the offer only by properly sending a Document that (i) states it rejects the purchase order and change order, (ii) specifies the reason for the rejection, and (iii) is received by Bell within three (3) working days after the purchase order and change order was received by Supplier. IF SUPPLIER DOES NOT SEND SUCH A DOCUMENT, THEN ITS SILENCE WILL CONSTITUTE SUPPLIER'S ACCEPTANCE OF THE OFFER WITHOUT CHANGE OR ADDITION AND BELL AND SUPPLIER WILL HAVE A CONTRACT ON BELL'S TERMS.

2.4 GARBLED TRANSMISSIONS

If any Document or Message is received in an unintelligible or garbled form, i.e., one which cannot be completely translated, the receiving party has an affirmative obligation to notify the originating party within one (1) business day of receipt. In the absence of such a notice, the originating party's records of the contents of such Document or Message shall be presumed to reflect the actual contents of such Document or Message.

2.5 RECORDS

The parties shall retain an electronic record of each Document and Message for the period required by Federal Acquisition Regulation 4.7, as applicable, as it may from time to time be amended or replaced.

SECTION 3. TRANSACTION TERMS

3.1 TERMS AND CONDITIONS

- 3.1.1. This Agreement is to be considered part of any other written agreement(s) applicable to Transactions between the parties. Each Transaction made pursuant to this Agreement shall be subject to the applicable terms and conditions of sale which Bell has communicated to Supplier by way of paper-written notice, electronic notice, or notice posted on Bell's World Wide Web site or which the parties have otherwise agreed as of the date of the Transaction. When BHTI includes a DO or a DX rating in a Purchase Order, Supplier will comply with FAR 52.212-8 Priorities, Allocations and Allotments, and the following will be deemed to be included in the Purchase Order in full text: "This is a rated order certified for national defense use. You are required to follow all the provisions of the Defense Priorities and Allocation System regulation (15 CFR Part 700)." Purchase Orders issued by BHTI are subject to Texas Pay Permit No. 1-05-0393946-3 and are not subject to Texas sales tax.
- 3.1.2. The Documents and Messages and any data attached thereto which the parties transmit to each other pursuant to this Agreement may be subject to the provisions of the Export Administration Act of 1979 (50 USC 2401-2420) and the Export Administration Regulations promulgated thereunder (15 CFR 768-799), and the International Traffic in Arms Regulations (22 CFR 120-128 and 130). The parties acknowledge that these statutes and regulations impose restrictions on import, export and transfer to other countries of certain categories of data, and that licenses from the US Department of State and/or the US Department of Commerce may be required before such data can be transmitted pursuant to this Agreement, and that such licenses may impose further restrictions on use and further disclosure of such data.
- 3.1.3. The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to any Transaction made pursuant to this Agreement unless otherwise agreed by the parties.

3.2 CONFIDENTIALITY

No information contained in any Document or Message or otherwise exchanged between the parties shall be considered confidential, except to the extent provided in Section 1.5, by written agreement between the parties, as otherwise provided in the terms and conditions referenced in Section 3.1. or by applicable law.

3.3 VALIDITY; ENFORCEABILITY

- 3.3.1. This Agreement has been executed by the parties to evidence their mutual intent to create and administer enforceable contracts pursuant to the electronic transmission and receipt of Documents and Messages.

- 3.3.2. Any Document or Message properly transmitted pursuant to this Agreement shall be considered, in connection with any Transaction, any other written agreement described in Section 3.1., or this Agreement, to be a “writing” or “in writing;” and any such Document or Message when containing, or to which there is affixed a Signature (“Signed Documents”), shall be deemed to have been “signed” and to constitute an “original” when printed from electronic files or records established and maintained in the normal course of business to the same extent as would a corresponding paper document.
- 3.3.3. The parties agree not to contest the validity or enforceability of Signed Documents under the provisions of any applicable law requiring certain agreements to be in writing and signed by the party to be bound thereby. Signed Documents, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Signed Documents under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Signed Documents were not originated or maintained in documentary form.
- 3.3.4. The conduct of the parties pursuant to this Agreement, including the use of Signed Documents properly transmitted pursuant to this Agreement shall, for all legal purposes, evidence a course of dealing and a course of performance accepted by the parties in furtherance of this Agreement and any Transaction.

SECTION 4. MISCELLANEOUS

4.1 AMENDMENTS AND TERMINATION

Bell may submit amendments to this Agreement to the Supplier for its review and acceptance. This Agreement shall remain in effect until terminated by either party with not less than thirty (30) calendar days prior written notice, which notice shall specify the effective date of termination; provided, however, that any termination shall not affect the respective obligations, rights of the parties arising under any written agreement or the terms and conditions referred to in Section 3.1., or any Documents or Messages under this Agreement prior to the effective date of termination.

4.2 SEVERABILITY

Any provision of this Agreement which is determined to be invalid or unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of such remaining provisions.

4.3 ENTIRE AGREEMENT

This Agreement, including the Appendix and any other written agreements referenced in this Agreement, each of which is incorporated herein, constitutes the complete statement of agreement between the parties relating to the electronic transmission of Documents and Messages and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. No obligation to enter into any Transaction is to be implied from the execution or delivery of this Agreement. This Agreement is for the benefit of, and shall be binding upon, the parties and their respective successors and permitted assigns.

4.4 GOVERNING LAW

4.4.1 This Agreement shall be exclusively governed by and interpreted in accordance under the laws of the State of Texas, USA. The parties hereby submit to the exclusive jurisdiction and venue of (a) the Courts of General Jurisdiction of the State of Texas in the County of Tarrant, or (b) the Federal District Court for the Northern District of Texas, Fort Worth Division, in any lawsuit related to or arising under this Agreement. The parties hereby agree that the above sets forth the sole and exclusive jurisdiction and venue in which any lawsuit involving this Agreement may be filed.

4.4.2 The following shall apply in lieu of 4.4.1 for all electronic transmissions between BHTC and Supplier, pursuant to this Agreement:

This Agreement is governed by and construed exclusively under the laws of the Province of Quebec and Canada applicable therein. Both BHTC and Supplier hereby submit to the sole and exclusive jurisdiction and venue of the courts of the Province of Quebec in any legal action related to or arising under this Agreement. BHTC and Supplier hereby agree that the above sets forth the sole and exclusive jurisdiction and venue in which any lawsuit involving this Agreement may be filed.

The parties agree that this Agreement and any document referenced herein or attached hereto be drafted in English. Les parties aux présentes ont convenu que ces termes et conditions et tout document s'y rapportant ou y étant joint soient rédigés en anglais seulement.

4.5 FORCE MAJEURE

No party shall be liable for any failure to perform its obligations under this Agreement or for any failure to respond, to transmit or receive any Document or Message by EDI or e-mail, where such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any

mechanical, electronic, or communication failure) which prevents such party from performing its obligations under this Agreement or from so responding to, transmitting or receiving any Documents or Messages by EDI or e-mail. Notwithstanding this provision, each party shall diligently seek alternative means to continue to maintain or restore electronic communications and it is the responsibility of the Supplier to notify Bell when an equipment failure results in the inability to transmit and receive Documents or Messages for more than one (1) business day. Failure by Supplier or its subcontractors arising from a lack of Year 2000 compliance shall not be considered to be beyond the reasonable control of Supplier and, accordingly, shall not be excused by this provision.

4.6 EXISTING AGREEMENTS

All applicable contracts and agreements between Supplier and Bell shall remain in full force and effect and are undiminished by this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and in effect on the day and year first above written.

Supplier Name (and Vendor Code if known)

Bell Helicopter Textron, Inc.

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

Bell Helicopter Textron, a division of
Textron Canada Ltd.

Signature: _____

Printed Name: _____

Title: _____

Dated: _____

Please initial the appropriate statement below:

_____ I am a supplier to Bell Helicopter Textron Inc., Fort Worth location only.

_____ I am a supplier to Bell Helicopter Textron, a division of Textron Canada Ltd.
Mirabel location only.

_____ I am a supplier to both Bell Helicopter Textron locations.

APPENDIX

STANDARDS:

ANSI X12, Transaction Sets, Version 3050, 4010 or later

EDI FACT: Transaction Sets, Version 97 A or later

All Transactions sent by Bell **REQUIRE** Functional Acknowledgements (997)

DOCUMENTS:

Transaction Set Number	Document Name or Description	Version/Release	Acceptance Required? (Yes or No)
810	Invoice	4010	No
820	Payment order/ Remittance advice	4010	No
830	Planning Schedule/ forecast	4010	No
840	Request for Quote	4010	Yes (843)**
842	Nonconformance report with response	4010	Yes (842)
843	Response to RFQ	4010	No
850	Purchase Order	3050*, 4010	Yes (855)
855	PO Ack.	3050*, 4010	No
856	Advance Ship notice	4010	No
860	Change Order	3050*, 4010	Yes (865)
862	Shipping schedule	4010	No
865	CO Ack.	3050*, 4010	No
869	Order Status Inquiry	4010	Yes (870)
870	Order Status Report	4010	No

*ANSI X12 Version 3050 as noted for a limited period of time

** If you intend to respond to the Request For Quote, this document is required