BAEDOC INTERNATIONAL APPENDIX

ADDITIONAL TERMS FOR FOREIGN SUBCONTRACTS/PURCHASE ORDERS

Additional Terms for Foreign Subcontracts/Purchase Orders Only

1. LANGUAGE AND STANDARDS

All reports, correspondence, drawings, notices, marking, documentation, and other communications shall be in the English language. In the event of any inconsistency with any translation into another language, the American Standard English meaning of this Contract shall prevail. Unless otherwise provided in writing, all documentation and Work shall employ the units of United States standard weights and measures as published by the United States National Institute of Standards and Technology.

2. PACKING/SHIPMENT/IMPORTER OF RECORD (Replace "Packing and Shipment" provision in the General Provision)

a) This provision applies if this Contract involves importation of Goods into the United States.

b) Unless otherwise specified, delivery shall be Carriage and Insurance Paid (CIP) BAE Systems' facility, in accordance with INCOTERMS 2020. The minimum insurance shall cover the price provided in this Contract plus ten percent (i.e. 110%) and shall be provided in the currency of this Contact.

c) When BAE Systems is importer of record, Supplier warrants that all sales hereunder are or will be made at not less than fair value under the United States Anti-Dumping Laws (19 U. S.C. Sec. 1673 et seq.).

d) Bills of Lading shall include:

i. This Contract number;

ii. Applicable Harmonized Tariff Schedule number(s) (HTS# to the 8th or 10th digit) for all items shipped; and

iii. Marks and number as specified in the Contract

e) Commercial Shipping Invoice shall include, pursuant to 19 CFR §§ 141.86 to 141.89:

i. This Contract number;

ii. Applicable Harmonized Tariff Schedule number(s) (HTS# to the 8th or 10th digit) for all items shipped;

iii. Total valuation of the shipment:

a. For initial shipment against this Contract: Supplier shall declare unit price and extended price on each line of the shipped Goods, plus if applicable

1) Total value of line items on this Contract for other than deliverable hardware (e.g. engineering, tooling, special packaging) and/or

2) The value of other assists provided at no cost to Supplier (e.g. BAE Systems provided tooling, material, test equipment, etc. required for the manufacture of the deliverable hardware)

b. For subsequent shipments against this Contract: Supplier shall declare unit price and extended price on each line of the shipped Goods

c. For items returned for repair and reshipment: Supplier shall declare repair value also noting the original value of repaired items

© 2026 BAE SYSTEMS

iv. Part number(s)

v. Description(s) – Complete and detailed, must be in English. see 19 CFR §§ 141.86 (3) and (11)(d)]

vi. Quantity per line item

vii. Total value of shipment listed in relevant currency (i.e., US, Euro, etc.)

viii. Country of origin

ix. Terms of Sale

x. Invoice should also identify Shipper, if shipped by a third party the shipper and Supplier, and BAE Systems as the sold to party (in case of drop shipment to third party, that party is the "shipped to" and BAE Systems is still identified as "sold to").

f) Packing:

i. Unless otherwise specified, all Goods are to be packed in accordance with good commercial practice designed to protect the integrity of the shipped contents consistent with international shipping practices.
ii. Wooden Packaging from International Suppliers: Wooden packaging from Supplier must conform to INTERNATIONAL STANDARDS FOR PHYTOSANITARY MEASURES ISPM 15 REGULATION OF WOOD PACKAGING MATERIAL IN INTERNATIONAL TRADE (2009) revised Aug 2011. Additional information on this requirement can be found at the following site: : https://www.aphis.usda.gov/plant-imports/wood-packaging-material

iii. Shipments not conforming to this international standard will be returned to the shipper by U.S. Customs and Border Protection. Expenses related to non-conformance with this requirement and attendant delay and disruption to BAE Systems will be charged back to the Supplier.

iv. A complete packing list shall be prepared in accordance with 19CFR § 141.86 (11)(e), enclosed with all shipments, and include the following:

a. BAE Systems purchase order/contract number

b. Part number

c. Description of shipped items

d. Quantity per line item

e. The box number that each line item is in

f. Total number of boxes in shipment

g. Dimensions of shipment

h. Final delivery address

i. The packing slip shall be put inside the package and a copy affixed to the outside of the package

v. Supplier shall mark containers or packages with necessary lifting, loading, and shipping information, including the BAE Systems Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee.

g) If elsewhere in this Contract BAE Systems is not indicated as importer of record, then Supplier agrees that:

© 2026 BAE SYSTEMS

i. BAE Systems shall not be a party to the importation of Goods, the transaction(s) represented by this Contract will be consummated after importation, and Supplier will neither cause nor permit BAE Systems' name to be shown as "Importer of Record" on any Customs declaration; and

ii. Upon request and where applicable, Supplier will provide to BAE Systems and United States Customs and Border Protection (CBP) Form 7501 entitled "Entry Summary" properly executed.

h) Supplier shall provide to BAE Systems Procurement Representative, in writing, five business days advance notification of shipments. Such notification shall include submission of a copy of the Commercial invoice and packing list required by this provision and such other information as BAE Systems may reasonably request.

i) Supplier shall forward copies of its shipping documents via email or facsimile, to Import/Traffic department identified in the International Routing Instructions provided with this Contract so that BAE Systems may facilitate Customs clearance. These documents shall include:

i. Commercial Shipping Invoice

ii. Any applicable Free Trade Agreement or Special Trade Program Certifications/Statements, examples include NAFTA and IFTA certificates of origin.

iii. If using Ocean Transport: Ocean ISF details according to Customs Publication, dated August 2009 – Importer Security Filing and Additional Carrier Requirements (10+2)

iv. For Articles returned to BAE Systems after repair, Supplier shall include a Foreign Repairer Certificate attesting to the work performed abroad in accordance with 19 CFR § 10.8.

j) For Articles returned to BAE Systems after repair;

i. Supplier shall include a Foreign Repairer Certificate attesting to the work performed abroad in accordance with 19 CFR § 10.8.

ii. Supplier should reference the return instructions as provided BAE Systems.

iii. Supplier is required to include a commercial invoice stating the reason for RETURN. Products being returned to BAE Systems after repair must include the hardware value from the original sale of the item.

a. Example: "Original hardware for Customs purposes only: __"

iv. Supplier must include the cost of the repair as a separate line item on the commercial invoice.

v. For repair work done under warranty, the Supplier is required to include the estimated cost of repair.

vi. Articles being returned with a Department of State license, Supplier is required to indicate the license number on the commercial invoice.

vii. Article being returned under any ITAR exemption citation, Supplier is required to include the exemption on the commercial invoice.

viii. Supplier is required to site 48 CFR 252.225 -7013 (e) (2) (iv)) (A) For any Duty Free Entries against a US Prime Contract.

3. PAYMENTS, TAXES, AND DUTIES (Replace "Payments, Taxes, and Expenses; Invoicing" provision in General Provisions)

a) Unless otherwise provided, terms of payment shall be net forty-five (45) days from the latest of the following: (i) BAE Systems' receipt of Supplier's accurate invoice in accordance with proper invoicing instructions as identified on the PO or other master-type agreement; (ii) scheduled delivery date of the Goods; or (iii) actual delivery of the Goods. BAE Systems shall have a right of setoff against payments due or at issue under this Contract or any other contract between

© 2026 BAE SYSTEMS

BAE Systems and Supplier.

b) Each payment made shall be subject to reduction to the extent of amounts which are found by BAE Systems not to have been properly payable and shall also be subject to reduction for overpayments.

c) Payment shall be deemed to have been made as of the date of mailing BAE Systems' payment or electronic funds transfer.

d) Unless otherwise specified, prices include all applicable federal, state, local and foreign taxes. All duties, taxes, and other official charges as well as the costs of carrying out customs formalities shall be payable in accordance with the Incoterm called out in this Contract. Each of the foregoing shall be listed separately on the invoice.

e) The prices stated in this Contract are firm, fixed prices in United States dollars.

f) Supplier will provide BAE with a current W-8 form (Certificate of Foreign Status). In accordance with IRS regulations, if Supplier fails to provide a complete and proper W-8 Form, BAE Systems is required to subject payments to Backup Withholding.

© 2026 BAE SYSTEMS