

Trading Partner Agreement

Please review the agreement, and fill in the required information at the bottom.

THIS ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT (the "Agreement") is made as of _____, 20____, by and between Cessna Aircraft Company (CESSNA) a unit of Textron, a Kansas corporation with offices at 5800 E. Pawnee Rd., Wichita, KS, 67218 and _____ ("Supplier"), a _____ corporation, with offices at _____.

CESSNA 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 all be transmitted in accordance with the standards set forth in the Appendix.

1.2 THIRD PARTY SERVICE PROVIDERS

1.2.1 Documents and Messages will be transmitted electronically to each party either, as specified in the Appendix, directly 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 upon 30 days prior written notice.

1.2.2 Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in the Appendix.

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 transmitted by such party ("Signatures"). Each party agrees that any Signature of such party affixed to or contained in any transmitted Document shall be sufficient to verify such party originated such Document. Each party shall furnish to the other its EDI Signature and a list of the individuals authorized by it to send Messages by E-Mail. 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 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 ACKNOWLEDGEMENT 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

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).

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 shall promptly notify the originating party (if identifiable from the received Document or Message) in a reasonable manner. 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.

SECTION 3. TRANSACTION TERMS

3.1 TERMS AND CONDITIONS

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 terms and conditions of sale which the parties have agreed as of the date of the Transaction

The terms of this Agreement shall prevail in the event of any conflict with any other terms and conditions applicable to the subject matter of this Agreement, made pursuant to this Agreement, unless otherwise agreed by the parties. In all cases, if a Master Agreement exists between the parties, the terms and Conditions of the Master Agreement shall take precedence in the event of conflict with this Agreement and the Master Agreement.

3.2 Left Blank Intentionally

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 or, as applicable, by any Master 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.

SECTION 4. MISCELLANEOUS

4.1 TERMINATION

This Agreement shall remain in effect until terminated by either party with not less than thirty (30) 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 assigns.

4.4 GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws, other than choice of law rules, of the State of Kansas.

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.

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

Cessna Aircraft Company

A Textron Company

By: _____ By: _____
 _____ Dave Oppenheim
 Title: _____ Manager, Supply Chain Processes

APPENDIX

STANDARDS

ASC X12, Transaction Sets, Version 3020, 4010 per DISA ASC X12 s/91-1000.

DOCUMENTS

Transaction Set Number	Document Name or Description	Version/Release	Functional Acknowledgment? (Yes or No)	Acceptance Required? (Yes or No)
856	ASN	4010	Yes	No
830	Material Release	3020	Yes	No
850	Purchase Order	3020, 4010	Yes	Yes (855) If exceptions or over \$50,000
860	Change Order	3020, 4010	Yes	Yes (865) If exceptions or over \$50,000
855	PO Ack.	3020, 4010	Yes	No
865	CO Ack.	3020, 4010	Yes	No

869	Request for Order Status	4010	Yes	Yes (870)
870	Order Status	4010	Yes	No
840	RFQ	3020, 4010	Yes	Yes (843)
843	Quotation	3020, 4010	Yes	No

THIRD PARTY SERVICE PROVIDERS

ESIS , a San Diego , California based company, shall provide a web-based application known as the Harmony Order Management System (HOM). They will also act as the Value Added Network (VAN) services, between Cessna and Supplier. ESIS can be reached by calling (858) 625-0060

ESIS	9171 Towne Center	(858) 625-0060
	#335	
	San Diego, CA 92122	

EXISTING AGREEMENTS

All applicable contracts and agreements between Supplier and Cessna shall remain in force and are undiminished by this agreement.

ALL CESSNA BUSINESS UNITS COVERED BY THIS AGREEMENT

Wichita, KS

Independence, KS

ATTACHMENT I

Trading Partner Agreement

Note

Due to the large number of EDI Trading Partner Agreements that must be put into place, we regret that we cannot negotiate terms and conditions with individual suppliers. We believe it satisfies the concerns of both supplier and customer. Therefore, we ask that you do not attempt to make changes of a minor or inconsequential nature; however, if you have a **major** legal issue, we will respond to your concern.

Electronic acceptance is preferred, however you may send a hardcopy if you like for signature and distribution. Please address it to:

Brian Hays



5800 E Pawnee

Dept 155

Wichita, KS, 67218

If you need to make a hard copy , please do not attempt to make changes on the copy you return to Cessna Aerospace unless they have been previously approved by Brian Hays . Brian can be reached at (316) 831-3958. Any changes made to the agreement are not binding unless and until they are initialed by both parties.

Required Information

Company Name:	<input type="text"/>
State of Incorporation:	<input type="text" value="Select a state or province"/> 
Mailing Address Line 1:	<input type="text"/>
Mailing Address Line 2:	<input type="text"/>
City:	<input type="text"/>
State:	<input type="text" value="Select a state or province"/> 
Country:	<input type="text" value="Select a Country"/> 
Zip Code:	<input type="text"/>
Date:	<input type="text" value="1"/> / <input type="text" value="31"/> / <input type="text" value="17"/>
Acceptance by (Contact person):	<input type="text"/>
Contact Phone:	<input type="text"/>
<input type="button" value="Accept"/> <input type="button" value="Clear Form"/>	

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