

General Sales Terms and Conditions:

EBAY GENERAL SALES TERMS AND CONDITIONS

Form B

The party hereinafter referred to as "Seller" is Spirit AeroSystems Inc., and the party hereinafter referred to as the "Bidder" refers to all bidders under this invitation, and the party hereinafter referred to as the "Purchaser" is the successful bidder to whom this contract is awarded.

Inspection The Bidder is invited, urged, and cautioned to inspect the property to be sold prior to submitting a bid. Property will be available for inspection at the places and times specified in the Invitation.

Conditions and Location of Property Unless otherwise specifically provided in the Invitation, all property listed therein is offered for sale "as is" and "where is". If it is provided therein that the Seller shall load, then "where is" means F.O.B. conveyance at the point specified in the Invitation. The description is based on the best available information. However, the **SELLER MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO QUANTITY, KIND, CHARACTER, QUALITY, WEIGHT, SIZE, OR DESCRIPTION OF ANY OF THE PROPERTY OR ITS FITNESS FOR ANY USE OR PURPOSE.** Containers are not included with property to be sold.

Title Unless otherwise specified in the Invitation, title to the items of property sold hereunder shall vest in the Purchaser as and when full and final payment is made, except that if the Invitation provides that loading will be performed by the Seller, title shall not vest until such payment and loading are completed.

Delivery and Removal of Property Unless otherwise specified in the Invitation, the Purchaser shall be entitled to obtain the property upon vesting of title of the property in Purchaser. Delivery shall be made at the designated location, and the Purchaser shall remove the property at its expense within the period of time originally specified in the Invitation. The Purchaser shall reimburse the Seller for any damage to the Seller's property caused by the removal operations of the Purchaser.

Default If the Purchaser fails to make full payment, to remove property on the specified date, or to comply with any other terms and conditions thereof, the right is reserved to sell or otherwise dispose of any or all such property and to charge losses and expenses incidental thereto to the account of the Purchaser.

Risk of Loss After passage of title and after the date specified for removal of the property or any extension approved in writing by the Seller, all risk of loss, damage, or destruction from any cause whatsoever shall be borne by the Purchaser.

Oral Statement and Modifications Any oral statement or representation by any representative of the Seller changing or supplementing the any Condition thereof is unauthorized and shall confer no right upon the Purchaser

Export and Import Regulations The parties will comply with United States export control 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 limitations the Export Administration Regulations ("EAR"), International Traffic in Arms Regulations ("ITAR"), and regulations and orders administered by the Treasury Department's Office of Foreign Assets Control (collectively, "Export Control Laws").

This agreement may involve information or items which are subject to the Export Control Laws and which may not be released to "Foreign Persons" inside or outside the United States without the proper export authority, therefore Purchaser agrees not to export, as defined under the US Export Control laws, any information, materials or items purchased under this Agreement.