



Terms and Conditions of Supply for Goods and Services

1. Definitions

In these Conditions:

“Buyer” means any company, firm or individual or agent thereof receiving a Quote for Products.

“Buyer Property” means any property including equipment and tooling issued free of charge provided or made available by the Buyer to the Company for the purpose of supply of the Goods and the Company’s performance of any Services.

“Company” means Meggitt Aerospace Limited (company number 03477890), Meggitt (UK) Limited (company number 00629814), or HiETA Technologies Limited (company number 07757746), as the name listed on the Quote and/or any trading name. References to Parker Meggitt will mean Meggitt Aerospace Limited, Meggitt (UK) Limited and/or HiETA Technologies Limited, as applicable

“Conditions” means the terms and conditions set out in this document.

“Contract” means the contract, formed in accordance with Clause 2 below, between the Company and the Buyer for the supply of Products which incorporates these Conditions.

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time in the UK including without limitation the UK General Data Protection Regulation, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Goods” means any deliverable goods (including without limitation any products, items, parts, components, accessories and/or materials) to be supplied by the Company in accordance with the Buyer’s Order.

“Group Compan(y)(ies)” means any company or other entity which directly or indirectly: (i) owns or controls a majority of a Party, (ii) is under the same majority ownership or control as the Party, or (iii) is majority owned or controlled by the Party

“IPR” means all intellectual and industrial property rights, including without limitation patents, know-how, trade marks (registered or not), registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, copyright and database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions thereof.

“Liability” means liability arising out of or in connection with a Contract, whether in contract, tort, misrepresentation, restitution, under statute or otherwise, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a Party’s obligations under that Contract and/or any defect in any of the Products, in each case howsoever caused including if caused by negligence.

“Order” means the order placed by the Buyer on the Company for the supply of Products, whether or not by way of acceptance of the Company’s Quote.

“Price” means the price payable for the Products as set out in the Contract.

“Products” means the Goods, Services and/or Software as described in an Order.

“Quote” means the offer or proposal made by Company to Buyer for the supply of Products.

“Services” means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Contract to be supplied to the Buyer by the Company.

“Software” means any software related to the Goods, whether embedded or separately downloaded, provided or made accessible to the Buyer by the Company.

“Taxes” means every description of tax, duty, charge, tariff or levy, whether direct or indirect, imposed from time to time by any government or other authority, and any related interest, penalty, fine or other amount.

“United Kingdom” means England and Wales, Northern Ireland and Scotland and a reference to the United Kingdom includes a reference to any one of these.

“VAT” means value added tax or any replacement or overseas equivalent of Value Added Tax or similar sales tax.

1.1 References to any statute, enactment, order, regulation or other legislation, rule, guidance or similar instrument is a reference to it as in force from time to time taking into account any amendment or re-enactment and shall include any subordinate legislation made under it.

1.2 Headings are for reference only and shall not affect the interpretation of these Conditions.

1.3 Buyer and Company may be referred to individually as “a Party” or collectively as “Parties”.

1.4 If there is any conflict between the Company’s Quote and the Company’s acknowledgment of Order, then the latter shall take precedence.

1.5 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description definition, phrase or term preceding those terms.

1.6 In the event of a conflict between the commercial terms of an Order and these Conditions, the following order of precedence shall apply: first the commercial terms set out in the accepted Order shall take precedence and then the terms in these Conditions.

2. Terms and Formation of Contract

2.1 All sales of Products by the Company will be governed by, and are expressly conditioned upon the Buyer’s assent to, these Conditions. Each Order or acceptance of a Quote for



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Products will be deemed to be an offer by the Buyer to purchase such Products in accordance with these Conditions (as the same may be varied or modified in accordance with Clause 22) and the Contract will be formed when the Order is accepted by the Company by way of a written acknowledgement. These Conditions shall govern relations between the Buyer and the Company to the exclusion of any other terms and conditions (including, without limitation, any contained in an Order), whether issued by paper-based transactions or via facsimile or other forms of electronic data interchange (EDI) or electronic commerce, which purport to provide that the Buyer's own terms and conditions shall prevail.

2.2 Except in the case of fraud, the Company shall incur no Liability to the Buyer for misrepresentation or misstatement by virtue of any statement made by or on behalf of the Company prior to the Contract, whether orally or in any document, including any sales literature, and, save as excepted above, the Buyer shall not be entitled to rescind the Contract on the grounds of any such misrepresentation.

3. Quotes

The Company's Quotes are given without commitment and no Contract between the Company and the Buyer shall arise unless and until the Company has accepted an Order in writing. Quotes shall be valid for a period of thirty (30) days from the date of issue or (if different) the period specified with the Quote itself.

4. Price and Payment

4.1 The Buyer's attention is drawn particularly to the fact that Prices contained in any Quote or in any price list, catalogue or similar shall be those prevailing at the date thereof and are for guidance only. In particular, in case of any change in market conditions (in each case including but not limited to changes in exchange rates, energy and labour costs and raw material prices, including but not limited to steel, brass, rubber, copper, magnetics and aluminium), Prices may be subject to a price increase or surcharge prior to delivery of the Products as a result of additional or increased costs incurred or suffered by the Company attributable to its performance of its obligations arising under the Contract and arising directly or indirectly as a result of any such change or occurrence. Specifically, unless otherwise agreed in writing, the Prices of Products to be supplied under any Contract shall be those current at the date of delivery of the Goods and/or Software and/or performance of the Services, as the case may be. The Buyer shall be notified in writing prior to the change.

4.2 Subject to the agreed Incoterms®, the Prices are exclusive of any taxes (including VAT), which will be payable by the Buyer in addition to the Prices in respect of Products, as the case may be.

4.3 Unless otherwise expressly agreed in writing, payment shall be made in sterling in cleared funds, without any deduction, set-off, restriction, condition or deferment on account of any disputes or cross-claims or present or future Taxes whatsoever (unless and to the extent that the Buyer is required by law to make such deduction), within thirty (30) days after the date of the Company's invoice for the Products. The Buyer shall pay the amount stated on the

Company's invoice in the currency required by the invoice in immediately available funds, without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise. If full payment is not received by the due date, interest shall accrue on the sum outstanding at the rate of 4% per annum above the base rate of Bank of England, calculated on a daily basis, but without prejudice to the Company's rights under Clause 15 below.

4.4 Time for payment shall be of the essence and in the event of any delay or default in any payment exceeding seven (7) days the Company shall be entitled to suspend delivery of the relevant Goods and/or Software and/or performance of the relevant Services (and any other Products subject of any Contract) and/or treat the Contract (and any other Contract between the Company and the Buyer) as repudiated and/or re-sell any of the Products in its possession, and be indemnified by the Buyer for any loss, damages, costs or expenses incurred by reason of any of the foregoing. Notwithstanding any other provision, all payments payable to the Company under the Contract shall become due immediately upon termination of the Contract for whatever reason.

4.5 In the event that the Company has reasonable concerns that the Buyer will be unable to pay fees due, or that will become due, in respect of the Products, the Company reserves the right to revise payment terms and to request guarantees, security, stage payments or cash in advance for the Goods and/or Services. The Company may, at its sole discretion, refuse or limit deferred payment terms to the Buyer.

4.6 The Company will (at its sole discretion) be entitled to set-off any Liability which the Buyer has to it against any Liability which it has to the Buyer, whether such Liability is present or future, liquidated or unliquidated, under the Contract or any other contract or other cause of action.

5. Despatch and Delivery

5.1 Delivery shall be deemed to occur and the risk of loss of or damage to any Goods shall pass to the Buyer in accordance with the agreed Incoterms®.

5.2 Where any sale of Goods would be eligible for exemption from VAT it is the Buyer's duty to comply with any necessary conditions, such as furnishing the Company with its national VAT registration number and/or proof of export from the United Kingdom. If it does not comply with all such conditions the Company will charge VAT in addition, in accordance with Clause 4.2.

5.3 In the event that the Company shall at the specific request of the Buyer store the Goods then the Buyer shall pay the Company such reasonable charges as the Company may request on account thereof. Unless otherwise agreed prior to shipment and for domestic delivery locations only, Company will select and arrange, at Buyer's sole expense, the carrier and means of delivery. Carriage of Goods shall be arranged by the Company and the cost for packaging, postal charges, freight, shipping and handling expenses or insurance shall be shown as a separate line item on the invoice or invoiced separately to the Buyer in addition to the price of the Goods. Without prejudice to the foregoing, if any of the services are



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to be provided by a carrier or other third party or the Goods are delivered wholly or partly by a person other than the Company, the Company shall, in arranging for the provision of the same, act only as the agent of the Buyer and the Buyer shall indemnify the Company and its Group Companies against any costs, charges or expenses thereby incurred.

5.4 If the Buyer has asked the Company to provide Services in respect of Buyer Property at the Company's premises, and the Buyer does not approve of the Quote within fourteen (14) days following the delivery of Buyer Property to the Company or the Buyer's receipt of the Quote (whichever is later), the Company shall have the right to charge the Buyer for all: (i) costs and expenses to storing Buyer Property; and (ii) delivery costs for returning Buyer Property to the Buyer.

5.5 If for any reason the Buyer does not accept delivery of the Goods and/or Buyer Property, or the Company is unable to deliver the Goods and/or Buyer Property on the estimated delivery dates because the Buyer has not provided appropriate instructions, documents, licences and/or authorisations, then such Goods and/or Buyer Property will be deemed to have been delivered and risk shall pass to the Buyer. The Company may at its option:

5.5.1 store such Goods and/or Buyer Property until actual delivery whereupon the Buyer will be liable for all related costs and expenses (including without limitation storage and insurance); and/or

5.5.2 re-allocate or take reasonable steps to sell such Goods and/or Buyer Property at the best price readily obtainable (after providing not less than thirty (30) days' prior written notice to the Buyer). The Company may charge for any shortfall below the Price or account to the Buyer for any excess (after deducting all reasonable survey, repair, storage and selling expenses); and/or

5.5.3 invoice the Buyer for all related costs and expenses incurred by the Company.

6. Rejection of Products

6.1 The Buyer shall carefully examine the Products on delivery of the same and shall, by written notice to be received by the Company within seven (7) days after delivery, notify the Company of any short delivery or over-delivery and/or of any defects discovered therein.

6.2 If the Buyer neglects to serve notice under Clause 6.1 then, subject only to its warranty obligations under Clause 10, the Company shall, subject to Clause 11.1, be discharged from all Liability in respect thereof.

6.3 If the Buyer neglects to serve notice under Clause 6.1 of any over-delivery, then the Company may, at its sole discretion, either repossess the excess Goods or invoice the Buyer for them at the price ruling at the date of delivery.

7. Time for and Form of Delivery

7.1 All delivery dates are approximate and time is not of the essence. The Company is not responsible for damages or additional costs resulting from any delay, and the Buyer

cannot terminate for any delay in delivery. All deliveries are subject to the Company's ability to procure materials from suppliers.

7.2 The Company may, at its sole discretion, make partial shipments of the Products and invoice the Buyer for each shipment. Failure by the Company to deliver any one or more of the shipments in accordance with these Conditions or any claim by the Buyer in respect of any one or more shipments shall not entitle the Buyer to terminate the whole Contract or refuse to accept subsequent shipments. The Buyer shall accept any early delivery.

7.3 Unless otherwise agreed, the Company shall be entitled to deliver Goods and/or Software and/or perform the Services by a single delivery or by instalments at its option and each instalment shall be deemed to be the subject of a separate contract subject to these Conditions and, without prejudice to Clause 7.1, non-delivery or delay in delivery shall not affect the balance of the Contract nor entitle the Buyer to terminate the same.

8. Force Majeure

8.1 The Company shall not be liable for any delay or failure in carrying out its obligations hereunder which is caused wholly or partly by any change, event or occurrence arising out of or in connection with any circumstances beyond its reasonable control affecting itself, its suppliers and/or its carriers ("**Event of Force Majeure**"). An Event of Force Majeure shall include, without limitation act of God, delay in transportation, labour disputes, fire, flood, war, epidemics, pandemics or other serious widespread illness(es), public health emergency/ies, accident, action of any government, or inability to obtain adequate labour or materials or manufacturing facilities or energy, and if the delay or failure has continued for a period of three (3) months then either Party may give notice in writing to the other terminating the Contract and on such termination the Company shall refund to the Buyer such portion of the price of the Products as may exceed the amount due to the Company and already paid. Notwithstanding the aforementioned, Buyer shall not be entitled to Order cancellation or termination of the Contract following its issuance of a unilateral production stop not initiated by government decision.

8.2 If a change in any applicable law or the introduction of any law occurs which renders some or all of the activities of a Party in connection with a Contract illegal or unlawful then the Company may terminate that Contract immediately by giving written notice to that effect to the Buyer, in which case the Company shall refund any monies already paid by the Buyer to the Company under the terminated Contract, relating to unperformed obligations of the Company.

9. Property in the Goods

9.1 The Company shall retain absolute ownership of the property in the Goods which shall not pass to the Buyer, and the Buyer shall keep and retain the Goods as bailee for and on behalf of the Company and shall deliver up the Goods to the Company at the Company's request, until the Company has received full payment of the price of the Goods and of any other sums whatsoever which are then due and owing from the Buyer to the Company and until such time the Buyer shall:



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9.1.1 fully insure the Goods in their full reinstatement value against the usual risks with an insurance office of repute and, whenever requested by the Company, produce a copy of the policy of insurance;

9.1.2 store the Goods separately or in some other way ensure that the Goods are readily identifiable as the property of the Company;

9.1.3 irrevocably authorise the representatives of the Company at any time in circumstances where the provisions of Clause 15 may apply to enter the Buyer's premises where the Goods are or are thought by the Company to be stored for the purpose of repossessing the Goods; and

9.1.4 keep and retain the Goods free from any charge, lien or other encumbrance thereon.

9.2 If the Buyer incorporates any Goods within other equipment or products then, provided that the Goods remain readily identifiable and a removable part of such other equipment or products, the provisions of Clause 9.1 shall continue to apply.

9.3 The Company shall be entitled to exercise a general lien or right of retention over all Goods or any parts thereof in the Company's possession which are the Buyer's property for any sums whatsoever due to the Company and pursuant to such lien or right the Company shall be entitled without notice to the Buyer to sell all or any part of such Goods privately or by auction or otherwise and to keep the proceeds of sale in diminution of such sums and of all costs and expenses incurred by the Company in effecting the said sales.

10. Warranty

10.1 Subject to Clause 10.2 and 10.3, the Company warrants that the Goods will be of good materials and workmanship and in performing the Services it will use reasonable skill and care so that, upon the Buyer giving written notice to the Company that the Goods have not been supplied and/or the Services have not been performed as aforesaid, if the same be established, subject to Clause 11.1, the Company's only Liability for breach of the warranty in this Clause 10.1 will be, at the Company's option, to replace or repair such defective or defaults in the Products. For the avoidance of doubt, such Liability will be subject to Clause 11.3 and will be taken into account in calculating whether the financial limit in Clause 11.3 has been reached. This warranty obligation shall not apply where the Goods have been tampered with, improperly altered, repaired or maintained, installed or connected or subjected to misuse (in each case otherwise than as a result of the Company's own acts or omissions). The Buyer shall at its own cost return the Goods to the Company for inspection.

10.2 The Company shall not have Liability for a breach of the warranty at Clause 10.1 in any of the following circumstances:

10.2.1 the Products or parts thereof have been modified, altered, installed, used or serviced other than in conformity with the Company's applicable specifications, manuals, bulletins or written instructions, or have been subject to improper installation, misuse or neglect; and/or

10.2.2 the Products have not been maintained and operated in accordance with the Company's instructions; and/or

10.2.3 normal wear and tear, willful or accidental damage, harsh environment or experimental running, or the Products have a stated shelf life or "use by" date and such shelf life has expired or "use by" date has passed; and/or

10.2.4 the Products or parts thereof have been furnished to the Buyer's specifications, and/or have been performed in accordance with your specifications or instructions; and/or

10.2.5 the Price for the Products, or any other products supplied by the Company or its Group Companies, have not been received when due.

10.3 The Company does not warrant that the Software is error-free or fault-free or fault-tolerant, or that Buyer's use thereof will be secure or uninterrupted. The Buyer agrees and acknowledges that any Software shall not be used in connection with hazardous or high-risk activities or environments such as, but not limited to, the operation of nuclear facilities, aerospace systems, air traffic control, life support, or medical applications. The Company retains ownership of all Software supplied to the Buyer hereunder and in no event shall the Buyer obtain any greater right in and to the Software other than a right in the nature of a licence limited to the use thereof and subject to compliance with any other terms provided with the Software.

10.4 In the event that the Buyer believes the Company has breached the warranty set out in Clause 10.1, the Buyer shall give written notice to the Company establishing reasons why the warranty is believed to have been breached, for the Company's consideration. The Company's Liability for failure of any Goods to comply with the foregoing shall be limited to replacing or repairing the Goods or parts of Goods found to be defective within six (6) months of delivery, or for failure of any Service to comply with the foregoing shall be limited to the Company remedying the non-compliance, provided that the Company has received the aforementioned written details within 7 days following completion of the Services. Any repaired or replacement Goods or re-performed Services will be covered by the same warranty for the unexpired portion of the original period, after which any claim in respect thereof shall, subject to Clause 12, be absolutely barred.

10.5 The Buyer, through its own analysis and testing, is solely responsible for making the final selection of the system and Products and ensuring that all performance, endurance, maintenance, safety and warning requirements of the application of the Products are met. The Buyer will analyse all aspects of the application and follow applicable industry standards, specifications, and other technical information provided with the Products. If the Company provides Products options based upon data or specifications provided by the Buyer, the Buyer is responsible for determining that such data and specifications are suitable and sufficient for all applications and reasonably foreseeable uses of the Products. In the event the Buyer is not the end-user, Buyer will ensure such end-user complies with this Clause 10.5.

10.6 The Company is not liable for the removal of Products from, or installation of Products into, any other property to which the Buyer may attach them or incorporate them.



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10.7 For Products that are returned under warranty and are tested and no fault found, the Company will be entitled to reimbursement from the Buyer for reasonable charges incurred for transportation, testing and evaluation.

10.8 All Products are provided “as-is” and, except as set out in this Clause 10, the Company excludes to the fullest extent permissible by law all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise, including but not limited to design, merchantability and fitness for a particular purpose, which, but for such exclusion, would or might subsist in favour of the Buyer.

11. Exclusion of Liability

The Buyer’s attention is particularly drawn to this Clause.

11.1 The Company does not purport to limit or exclude its Liability (if any) to the Buyer:

- (a) for personal injury or death resulting from the Company’s negligence;
- (b) for fraud or fraudulent misrepresentation; or
- (c) for any matter in respect of which it would be illegal for the Company to limit or exclude, or to attempt to exclude or limit, its Liability.

11.2 Subject to Clause 11.1, the Company’s entire Liability for any late delivery of and/or failure to deliver Goods or Software and/or late or non-performance of the Services will be as set out in Clause 7.1 and the Company will have no other Liability for such late delivery or performance or failure to deliver or perform.

11.3 Subject to Clause 11.1, the Company’s maximum aggregate Liability will be limited to the Price payable by the Buyer pursuant to the Contract under which the Liability arises.

11.4 Subject to Clause 11.1, the Company will have no Liability to the Buyer for any:

- 11.4.1 loss of profit (whether direct, indirect or consequential);
- 11.4.2 loss of use, loss of revenue, loss of production or loss of business (in each case whether direct, indirect or consequential);
- 11.4.3 loss of goodwill, loss of reputation or loss of opportunity (in each case whether direct, indirect or consequential);
- 11.4.4 loss of anticipated savings or loss of margin (in each case whether direct, indirect or consequential);
- 11.4.5 loss of bargain (whether direct, indirect or consequential);
- 11.4.6 liability of the Buyer to third parties (whether direct,

indirect or consequential);

11.4.7 loss of use or value of any data or software (whether direct, indirect or consequential);

11.4.8 wasted management, operational or other time (whether direct, indirect or consequential);

11.4.9 wasted expenditure incurred in reliance upon the anticipated performance of the Contract by the Company (whether direct, indirect or consequential). For the avoidance of doubt, the term “wasted expenditure” does not include sums paid by the Buyer to the Company pursuant to the Contract;

11.4.10 loss or damage arising out of any failure by the Buyer to keep full and up to date security copies of any computer program and data held; or

11.4.11 used by or on behalf of the Buyer (whether direct, indirect or consequential); or

11.4.12 indirect, consequential or special loss.

11.5 Without prejudice to the foregoing, if called upon so to do by the Buyer in writing the Company shall use its reasonable endeavours (but without spending undue time and cost and only where practicable) to assign to the Buyer the benefits of any warranty, guarantee, indemnity, claim, privilege or other rights which the Company may have from or against manufacturers or suppliers of any goods incorporated in the Goods in relation to the quality, condition or description of such goods.

12. Drawings, Specifications etc.

All descriptions, drawings, illustrations, particulars of weights and measures, ratings, standards, statements, details, specifications or other descriptive matter, whether or not contained in the Contract, are approximate only. The Goods will be in accordance with the Company’s specifications at the time of manufacture and any earlier specifications, drawings, descriptions, illustrations, particulars as to weights and measures, ratings, standards, statements or details shall not form part of the description of the Products supplied or to be supplied so that the Company shall, subject to Clause 11.1, have no Liability in respect thereof.

13. Inspection and Testing

The Company or its Group Companies will inspect all Goods prior to delivery and where practicable submits them to standard tests at the Company’s premises. Special tests or standard tests in the presence of the Buyer or his representative may be undertaken by the Company at the request and expense of the Buyer, where agreed in advance with the Company, and unless otherwise agreed such tests shall be conducted at the Company’s premises.

14. IPR

14.1 All IPR subsisting in any material and information whatsoever given to the Buyer by the Company in connection with the supply of the Products by the Company to the Buyer or otherwise are vested in the Company and/or its Group Companies. The Buyer will not, whether by itself, its officers, servants, agents or any of them or otherwise howsoever, copy



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or reproduce any such material or information in whole or in part nor will it disclose any such material or information in whole or in part to any third party. Further, the Company shall be entitled to the ownership of all IPR subsisting in any material or information generated by the Company for the Buyer pursuant to the Contract.

14.2 The Buyer shall not, subject to Clause 17.2, at any time or for any reason whatsoever, disclose or permit to be disclosed to any person or persons whatsoever or otherwise make use of or permit to be made use of any trade secrets or other confidential information relating to the Products, technology, business, affairs or finances of the Company or relating to the Company's agents, distributors, licensees or other customers or in respect of any of their dealings or transactions.

14.3 The Buyer shall not apply or attempt to apply to register in its own name any of the Company's IPR and in particular those subsisting in or relating to the Products or any part thereof nor shall it represent in any way that it has any right or title to the ownership of any such IPR nor shall it do any act or thing which might be contrary to the interest of the Company in such IPR or, in particular, challenge the ownership or validity of such IPR.

14.4 The Buyer at its own expense shall do all such acts and things and shall sign and execute all such deeds and documents as the Company in its sole discretion may require in connection with any steps or proceedings taken by the Company with a view to preventing the infringement of its IPR.

14.5 The Buyer undertakes and agrees that all material and information supplied by it, and the use thereof by the Company when manufacturing and supplying the Goods and/or Software and/or performing the Services (including any design undertaken by the Company at the Buyer's request), will not infringe any IPR of a third party and shall indemnify the Company in respect of any such infringement or alleged infringement.

14.6 The Buyer shall not alter or remove any trade mark of the Company which has been applied to the Goods nor apply any other trade mark to the Goods nor make any alteration to their packaging or get-up.

14.7 The provisions of Clause 14 shall survive the expiry or termination of any Contract for whatever reason.

15. Termination

15.1 The Buyer may only cancel the Contract (or any part of the Contract) with the Company's prior written consent.

If:

15.2 the Buyer shall make default in or commit a breach of the Contract or of any of its obligations to the Company; or

15.3 the Buyer has an administration order (or an application for an administration order) made in respect of it; or

15.4 the Buyer has a notice of appointment of an administrator or a notice of intention to appoint an administrator filed in respect of it at any court; or

15.5 any distress or execution shall be levied upon the Buyer's property or assets; or

15.6 the Buyer shall make or offer to make any arrangement or composition with his creditors or commit any act of bankruptcy; or

15.7 any petition or receiving order in bankruptcy shall be presented or made against the Buyer; or

15.8 any resolution or petition to wind up the Buyer's business (otherwise than for the purpose of a solvent amalgamation or reconstruction) shall be passed or presented; or

15.9 a receiver of the Buyer's undertaking, property or assets or any part thereof shall be appointed; or

15.10 the Buyer being a foreign entity or domiciled outside of the United Kingdom, any arrangements or events occur under the laws of its country of domicile which have a similar effect to those hereinbefore described,

the Company shall have the right to immediately terminate any Contract without Liability to the Buyer and upon written notice of such termination being given to the Buyer any Contracts shall be terminated and the Company shall be entitled to recover from the Buyer all losses, damages, costs and expenses thereby arising, including but not limited to those under Clause 16 hereof.

15.11 In the event of termination in accordance with Clauses 15.2 – 15.10, or Clause 8, the Buyer will be liable to pay the Company for amounts due under the Contract in respect of Services already performed and/or Software provided and/or Goods delivered up to the date of cancellation or termination and additional charges may apply, which charges may include, but are not limited to:

15.11.1 any sums which have been paid by Company, or become payable as a result of cancellation or termination, to the Company's subcontractors and supply chain to procure all and any part of the Products;

15.11.2 the cost of any work, materials and tooling incurred by the Company, including initial costs and preparatory expenses, used exclusively by the Company to supply the Products;

15.11.3 any non-recurring engineering and project investment costs not paid by the Buyer under the Contract that the Company is unable to recover;

15.11.4 lost profits;

15.11.5 the costs of settling and paying any losses, damages or claims that the Company and its Group Companies suffer that arise out of the cancellation or termination of work; and

15.11.6 reimbursement of any other reasonable and proper sums suffered or incurred by the Company and its Group Companies solely in connection with or resulting from the



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cancellation or termination of the Contract including, without limitation, overheads and profit that would have been earned under the Contract,

together, the “**Termination Charges**”.

15.12 The Buyer shall pay all Termination Charges within thirty (30) days of the date of demand. Unless otherwise agreed in writing, the Termination Charges shall be exclusive of any Taxes or levies.

15.13 The termination and/or expiry of the Contract howsoever arising is without prejudice to the rights, duties and liabilities either Party have accrued prior to termination and/or expiry. The rights to termination set out in this Contract are the only rights of termination and any common law rights to termination shall be excluded.

16. Partial Completion

In the case of partial completion of an Order by reason of any of the events referred to in Clauses 8 or 15 the Company shall be entitled to payment by way of a quantum meruit for all work done by it, without prejudice to any of its rights or remedies should non-completion be occasioned by the Buyer.

17. Confidentiality

17.1 Each Party undertakes that it shall not at any time disclose to any person any confidential information of the other. For the purposes of this Contract, confidential information means any information that is identified as confidential and/or would be regarded as confidential by a reasonable business person and including without limitation information concerning the business operations, affairs, customers, clients or suppliers, processes, product information, pricing and price catalogues know-how, designs, trade secrets or software of the other Party, or of any Group Company of the other Party, or any information developed by the Parties in the course of carrying out this Contract.

17.2 Each Party may disclose the other Party’s confidential information:

17.2.1 to its employees (or those of a Group Company), officers, representatives, contractors, subcontractors or advisers to the extent that they need to know such information for the purposes of exercising the Party’s rights or carrying out its obligations under or in connection with this Contract;

17.2.2 subject to Clause 17.4, as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (including, for the avoidance of doubt, listing rules and stock exchange); and

17.2.3 with prior written consent of the other Party.

17.3 Each Party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other Party’s confidential information comply with this Clause 17. No Party shall use any other Party’s confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

17.4 If the receiving Party is required to produce or disclose confidential information in accordance with Clause 17.2.2 above, the receiving Party shall, provided it is permitted by law, notify the disclosing Party of the request in writing as soon as reasonably practicable, such that the disclosing Party has the opportunity to seek a protective order or otherwise appear or intervene in any relevant litigation or legal proceeding for the purposes of protecting its confidential information.

18. Data Protection and Electronic Security

18.1 The Buyer and the Company agree to comply with Data Protection Legislation.

18.2 If the Buyer is granted access to any electronic system or electronic data (“**Company Systems**”), the Buyer shall protect password(s) and other means of system or data access and comply with the terms of the Company’s policies regarding use of Company Systems. The Buyer shall not access or use Company systems for any purpose other than for the performance of the Contract. The Buyer will use reasonable endeavours including the use of latest commercially available anti-virus software to prevent the introduction of viruses, Trojan horses, worms, software bombs or similar items or computer programs into Company Systems.

18.3 The Buyer shall immediately notify the Company in the event of any unauthorised use, including but not be limited to suspected breach of data, unauthorized use of password(s) or data accessed from Company Systems and shall take immediate action, as requested by the Company, to mitigate any potential harm, loss or damage to the Company.

18.4 Company Systems are provided on an “as is” and “as available” basis, and the Buyer expressly agrees that the Company makes no warranty, express or implied, as to reliability and availability of any Company Systems.

18.5 The Buyer shall indemnify and hold the Company (and its Group Companies) harmless from any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees incurred or sustained by the Company which are caused by or arise as a result of a breach of Clauses 18.2 or 18.3.

19. Notices

Unless otherwise provided in writing, any written communication or notice under a Contract shall be made or given by sending the same by:

19.1 ordinary prepaid first-class letter post, airmail post, mail service providing proof of delivery to; or

19.2 by being delivered to or left at the relevant address, which in the case of the Company will be its then current address and in the case of the Buyer will be its last known address, and if given by any of the methods set out in Clause 19.1 such communication or notice shall be deemed to be served two days after the date when posted and if given by as set out in Clause 19.2, such communication or notice shall be deemed to be served at the time delivered or left at the relevant address.

Terms and Conditions of Supply for Goods and Services

20. No 'Wrap' Agreements/No Authority to Bind

Any clicking of buttons or similar action made by the Company, such as clicking "I Agree" or "Confirm", to utilise Buyer's software or webpage for the placement of orders, is not an agreement to any terms and conditions of the Buyer. No employee, officer, representative, contractor, subcontractor or adviser of the Company or its Group Companies has authority to bind the Company by the act of clicking any button or similar action on the Buyer's website or portal.

21. Compliance

Buyer agrees to comply with all applicable laws, regulations, and industry standards and professional standards of care, including, but not limited to, those of the country or countries in which Buyer may operate or in which the Goods may be used, including without limitation any applicable anti-corruption laws and U.S., United Kingdom and European Union export control and sanctions laws ("**Export Laws**"). Buyer shall indemnify, defend, and hold harmless Company from the consequences of any violation of such provisions by Buyer, its employees or agents. Buyer acknowledges that it is aware of and familiar with the applicable anti-corruption laws and Export Laws, and certifies that Buyer will adhere to the requirements thereof and not take any action that may cause Company to be in violation of any such law or requirement. In particular, Buyer represents and agrees that Buyer will not make any payment or give anything of value, directly or indirectly, to anyone - including, without limitation, any governmental official, any foreign political party or official thereof, any candidate for foreign political office, or any commercial entity or person - for the purpose of influencing such entity or person to purchase Goods or otherwise benefit the business of Company. Buyer further represents and agrees that it will not receive, use, service, transfer or ship any Goods from Company in a manner or for a purpose that violates Export Laws or causes or may cause Company to be in violation of Export Laws.

22. General

22.1 Except for the Company's Group Companies, none of these Conditions nor any of the terms of a Contract formed pursuant hereto will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any third party.

22.2 Nothing in this Contract shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

22.3 The Contract is intended to benefit and is binding on the successors and assigns of each Party. The Company may at any time assign, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with any or all of our rights under this Contract. The Buyer shall not be entitled to assign, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with any or all of the Buyer's rights under this Contract without the Company's prior written consent.

22.4 Any failure by the Company to enforce any or all of its rights provided herein shall not be construed as a waiver of such rights.

22.5 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, course of dealing, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.6 Each Party agrees that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

22.7 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

22.8 Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

22.9 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Contract.

22.10 No variation of this Contract shall be effective unless it is in writing and signed by an authorised representative of each Party.

22.11 No Party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Contract or the relationship between the Parties, without the prior written consent of the other Party (such consent not to be unreasonably withheld or delayed).

23. Law and Jurisdiction

23.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

23.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

- END -