MASS TERMS AND CONDITIONS OF PURCHASE

1 DEFINITIONS AND INTERPRETATIONS

1.1 In these terms and conditions and in all documents relating to this Order, the following definitions shall apply:

"**Business Days**" means any day excluding Saturdays, Sundays and public and statutory holidays within the jurisdiction of either party;

"**Conditions**" means the Terms and Conditions set out in this document as amended from time to time;

"**Counterfeit Goods**" means Supplies that are a copy or substitute made without legal right or authority or one whose material, performance, identity or characteristics are misrepresented;

"**Data**" means all designs, drawings, specifications, proprietary information, trade secrets and other intellectual property owned or controlled by MASS;

"**Fraud**" means to any intentional act or omission designed to deceive or mislead another party in connection with the purchase, sale, or delivery of goods or services. This includes, but is not limited to, providing false information, misrepresenting the nature or quality of goods or services, unauthorised use of payment methods, or any other conduct intended to gain an unfair or unlawful advantage.

"**Harassment**" means any harassment, sexual harassment, discrimination, victimisation, bullying, intimidation, abuse or other unlawful conduct or behaviour towards or affecting any employee, worker, officer, agent, contractor, customer or other third party of the Purchaser, whether such conduct is verbal, physical, written, visual or otherwise.

"**Laws and Regulations**" means all applicable laws, statutes, regulations and codes;

"**MASS**" means Mass Consultants Limited whose registered office is at Enterprise House, Great North Road, Little Paxton, St Neots, Cambridgeshire, PE19 6BN, UK;

"**Order**" means the Purchase Order placed by MASS and any amendment thereto, duly signed on behalf of MASS;

"**Purchaser**" shall mean MASS;

"**Specification**" means the technical requirement and/or description of the Supplies and/or the Supplier's proprietary specification defined in the Order;

"**Supplier**" means the person, firm or company on whom the Order is placed;

"**Supplies**" means all articles, materials, work or services – the subject of the Order.

1.2 Any reference in these Conditions to any provisions of a statute shall be construed as a reference to that provision as amended, re-enacted, or extended at the relevant time.

1.3 The headings of the Conditions are for convenience only and shall not affect their interpretation.

1.4 A reference to a statute, statutory provision or other legislation, whether of the UK or elsewhere, is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

2 APPLICATION

2.1 These Conditions are an integral part of the Order and shall apply except to the extent that they may be inconsistent with any special Conditions appearing on the face of or otherwise incorporated in the Order, which shall have precedence over these Conditions.

2.2 Such special Conditions and these Conditions shall constitute the entire agreement between the parties and shall supersede all previous communications or representations between parties inclusive of any standard selling conditions issued by the Supplier and shall not be varied except with the written agreement of The Purchaser.

2.3 In the event of any conflict, the following order of precedence shall apply:

2.3.1 the Special Conditions;

2.3.2 these Standard Conditions;

2.3.3 the Specification; and then

2.3.4 any other relevant documents referenced in the Order.

3 SUPPLIER'S RESPONSIBILITIES

3.1 Supplies to be supplied in accordance with the Order, the reference number of which is to be quoted on all documents and correspondence including Advice Notes, Invoices & required Certificates. The Purchaser will not accept responsibility for any supply which is not in

accordance with this condition.

3.2 The Supplier shall notify The Purchaser of Order acceptance within ten (10) Business Days of the date it bears or such other period as The Purchaser may agree in writing. Failure to do so will give The Purchaser the right to cancel the Order without incurring liability. In the event The Purchaser does not hear anything within twenty-one Business Days, this will constitute as acceptance.

3.3 The Supplier shall at all times obtain and maintain all necessary licenses/consents and comply with all legislation, standards and regulations, including but not limited to, those relating to health, safety and environment, import & export which are relevant to any of the Supplies (and upon request provide relevant evidence of such to the Purchaser).

3.4 The Supplier shall ensure that The Purchaser is advised, before receipt, of any Supplies which are intrinsically hazardous to life or harmful to the environment by providing in writing, all relevant health, safety and environmental data so that appropriate precautionary arrangements can be made and ensuring that The Purchaser is provided with all updates of such data.

3.5 The Supplier shall comply with all requirements of the Environmental Protection Act 1990 and any other applicable legislation governing the controlled tipping of waste; ensuring that waste and surplus materials and the like arising from any Supplies are not deposited on any area other than a public or private disposal facility controlled or recognised by the relevant local authority (and, where applicable, credit The Purchaser with any relevant income arising from the surplus materials).

3.6 The Supplier shall notify The Purchaser of any restrictions that apply in respect of customs legislation preventing the export, re-export or transfer of the Supplies by the Purchaser or, if requested by The Purchaser, confirm in writing that no such restrictions apply.

3.7 The Supplier shall, upon request, participate in The Purchaser's cyber security assessments and make all reasonable efforts to put in place any remedial actions resulting from this.

3.8 For the purposes of checking the Supplier's compliance with its obligations under the Order and upon reasonable notice, the Supplier shall provide The Purchaser and/or its representatives with access at any time during normal working hours to the Supplier's and its agents' and sub-contractors' premises and permit the inspection of any document, system and/or information which is being used or made for the purposes of the Order.

3.9 The Supplier warrants that it has implemented and maintains reasonable procedures to prevent fraud by any person associated with it (including employees, agents, subsidiaries, and subcontractors) These procedures shall be proportionate to the nature and scale of the Supplier's operations and the specific risks identified.

4 DATA PROTECTION

4.1 If the Supplier is to process any Personal Data (as defined in the Data Protection Act 2018) on behalf of The Purchaser, the Supplier agrees that appropriate data protection clauses will be agreed between the Parties. In any event, the Supplier shall not under any circumstances transfer or allow the transfer of any Personal Data unless previously authorised in writing by The Purchaser.

4.2 Where the Supplier processes any Customer Data, the Company will comply with all requirements and obligations under the Data Protection Laws.

4.3 The Supplier shall only process the Data it reasonably requires to provide the Services as instructed by The Purchaser. All Data processed by the Supplier shall be in accordance with the Privacy Policy (to the extent it complies with Data Protection Laws).

4.4 The Supplier shall ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of, and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected (having regard to the state of technological development and the cost of implementing any measures);

4.5 The Supplier shall ensure that all personnel, contractors, agents or representatives who have access to and/or process personal data at any time are:

4.5.1 limited to those natural persons who need access to the personal data for the Company to meet its obligations under these General Conditions;

4.5.2 (b) informed of the confidential and sensitive nature of personal data; and

4.5.3 (c) are aware of their obligations, and data subjects' rights, under the Data Protection Laws;

4.6 The Supplier shall assist The Purchaser within a reasonable period in responding to any request from a data subject in connection with any exercise of any of its rights under the Data Protection Laws & to provide assistance with respect to security, breach notifications, impact assessments/consultations, where requested;

4.6.1 Provide (on request) a copy of all personal data held by the Company in the format and on the media reasonably specified by the Customer (at the Customer's cost);

4.6.2 notify The Purchaser as soon as reasonably practicable on becoming aware of a personal data breach, including if any personal data is lost, destroyed or becomes damaged, corrupted or unusable, and where requested or required to assist, to notify the data subject of such breach;

4.6.3 keep & maintain complete and accurate records of any processing of personal data it carries out on behalf of The Purchaser, and permit (on reasonable notice), The Purchaser to inspect all such records relating to the processing of personal data by the Company to demonstrate its compliance with this and

4.6.4 notify The Purchaser (as soon as reasonably practicable), if it has been given an instruction which doesn't comply with the Data Protection Laws.

5 SUPPLIER'S PERSONNEL

5.1 The Supplier shall provide its employees with and ensure that its employees, agents and sub-contractors use any protective clothing and safety equipment required in providing any Supplies to The Purchaser.

5.2 The Supplier shall ensure that its employees, agents and sub-contractors are suitability qualified and experienced (SQEP) including qualifications, training and expertise and that they are made aware of and comply with the security classification of any information relating to the Supplies (including, if applicable, under the Official Secrets Act (1989) and National Security Act (2023).

5.3 The Purchaser shall be responsible for ensuring that any of the Supplier's employees, agents and sub-contractors who have a need to work on the Purchaser's site (or The Purchaser's customer's Group site(s) are cleared in accordance with the relevant security and export control procedures, including where applicable those relating to access to US export controlled material or information. In the event that any such employees, agents and sub-contractors are not security and export cleared, The Purchaser shall promptly notify the Supplier and the Supplier shall use all reasonable endeavours to replace such a person. The Purchaser does not guarantee that any person will satisfy the necessary clearance requirements, either at all or by a given time, and accordingly shall not be liable to the Supplier if clearance is delayed or declined.

5.4 The Supplier shall at all times be responsible for its employees, agents and subcontractors and shall ensure that they, when within the boundaries of The Purchaser's site:

5.4.1 are made aware of and comply with rules, regulations and requirements of that site as may be in force for the time being (including any national security requirements). Copies of these will be provided upon request by the relevant site security manager or in the case of export-controlled material or information, by the relevant Chief Counsel;

5.4.2 shall not without The Purchaser's prior written consent use any of The Purchaser's site equipment or services;

5.4.3 adhere to the rules and regulations notified in advance to the Supplier in writing regarding their connection, either directly or via remote access, to any part of the site's IT network.

5.5 At The Purchaser's request, the Supplier shall remove any of its employees, agents and sub-contractors where The Purchaser considers that it is not in the interests of the Purchaser for them to be engaged in the provision of the Supplies and the Supplier shall replace the same with another person having appropriate qualifications, training and expertise (at no additional cost to The Purchaser).

5.6 The Purchaser shall have the right to refuse access to its site to any of the Supplier's employees, agents and sub-contractors who in the opinion of The Purchaser is not a fit and proper person to have access to the site. The Purchaser shall notify the Supplier as soon as reasonably practicable if it does refuse access to its site, specifying the reasons for such refusal.

5.7 All personnel must be authorised to work in UK. If required, personnel may be asked to provide proof of ongoing entitlement to work in the UK.

6 CONFORMITY WITH ORDER AND DELIVERY

6.1 The Supplies shall conform to the quantity, quality and Specification.

6.2 Delivery shall be strictly in accordance with the Order and at the Supplier's risk.

6.3 All Supplies must be properly, securely and appropriately packed and the packaging marked with The Purchaser's Order number. The Purchaser will return packing cases or containers to the Supplier, if so requested, at the Supplier's expense.

6.4 The Supplier shall not be liable for delay in delivery due to causes which the Supplier can

show are beyond its reasonable control and without the Supplier's fault of negligence provided that the Supplier notifies The Purchaser of any delay or anticipated delay as soon as it is known and resumes performance as soon as possible thereafter. However, if such delay exceeds twenty (20) Business Days The Purchaser shall be entitled to cancel the Order without liability except in respect of Supplies already delivered to The Purchaser prior to such cancellation The Purchaser may wholly or partly suspend acceptance of deliveries during or after complete or partial stoppage of work at The Purchasers premises by reason of factors outside The Purchaser's control including but not restricted to Acts of God, fire, floods, strikes and lockouts.

6.5 If any Supplies upon delivery or acceptance or upon unpacking or within twenty four (24) months thereafter (or such other longer period as may be agreed) do not conform to the Specification or the required standards of design, material, workmanship or quality or which are not of new manufacture or which are not in accordance with the samples approved by The Purchaser (hereinafter called a "Defect") then The Purchaser shall be entitled at its discretion and without prejudice to any other remedy to exercise one of more of the following rights:

6.5.1 Reject the Supplies in whole or in part and require the Supplier to credit The Purchaser with the cost thereof;

6.5.2 Require the Supplier promptly to replace or repair the Supplies free of all cost and at the Supplier's risk;

6.5.3 Require the Supplier to defray all reasonable expenses and additional costs of The Purchaser, connected with such defect.

6.6 The Supplier warrants that under no circumstances shall it supply Counterfeit Goods to The Purchaser, and that only new, unused and authentic Supplies will be delivered to The Purchaser. If Counterfeit Goods are found to have been supplied to The Purchaser by the Supplier, this will be considered a serious breach and The Purchaser will have the right to terminate the Order as per clause 12.

7 INSPECTION AND REJECTION

7.1 The Supplies shall be subject to the Quality Assurance Conditions specified on the face of the order.

7.2 The Purchaser's representatives and the representatives of any other organisation on the authority of The Purchaser shall be allowed to visit the Supplier's premises and those of its permitted sub-contractors and shall be afforded all necessary facilities at any reasonable time to audit the progress or quality of the work on the Supplies.

7.3 Where acceptance tests are set out as a Special Condition and/or in the Specification, acceptance of Supplies delivered shall be subject to completion of the acceptance tests to the satisfaction of The Purchaser.

7.4 Where no acceptance tests are set out as a Special Condition or in the Specification, The Purchaser shall have the right to inspect the Supplies after delivery and acceptance shall take place if the Supplies are satisfactory to The Purchaser on inspection or, if no inspection is made, the Supplies shall be accepted on the earlier of (a) when they have been taken into final and beneficial use by the Purchaser or (b) twenty (20) business days after delivery.

7.5 If The Purchaser is not satisfied that the Supplies are delivered in accordance with the Order, The Purchaser may in its absolute discretion:

7.5.1 reject them in whole or in part; and/or

7.5.2 give notice to the Supplier to repair or replace them without delay at the Supplier's expense and risk.

8 ADVICE AND RELEASE CERTIFICATES

8.1 The Supplier shall:

8.1.1 on the day of dispatch of each consignment send Advice Note(s) and such Certificate(s) of Conformity or Civil Approved Certificate(s) as may be indicated by the terms of the order. One copy of the Certificate of Conformity or Civil Approved Certificate or such other document as may be required by Clause 5(1) of these Conditions shall accompany each consignment and a further copy shall be sent by post to the receiving department;

8.1.2 if a stockist, provide copies of the OEM's Certificate of Conformity/Civil Approved Certificate together with test data/heat treatment particulars etc. where applicable.

9 RISK AND TITLE

9.1 In accordance with Clause 6 risk in any Supplies will pass to The Purchaser upon delivery, title will pass to The Purchaser upon acceptance.

10 PRICE

10.1 Where prices have been agreed they shall be firm (not subject to variation) exclusive of VAT

but inclusive of all other taxes, imposts, fees and duties, no alteration may be made without the consent of The Purchaser in writing. Where prices are still to be agreed at the time the Order is placed, the Supplier shall submit quotations and confirming amendments to the Order shall be issued by The Purchaser before invoices are rendered.

10.2 No charge shall be made for packing, insurance or delivery unless otherwise agreed and any such charge shall be separately detailed in the invoice.

10.3 Payments shall be made against a properly prepared invoice, which shall clearly reference the Purchase Order Number, within thirty (30) calendar days from receipt of a valid invoice. An invoice shall be deemed to be valid at the beginning of the calendar month following the calendar month of receipt of the invoice.

10.4 No additional charges shall be payable by The Purchaser for packaging, insurance or delivery unless otherwise agreed and set out as a Special Condition and any such charge shall be separately identified on the invoice.

11 INVOICES

11.1 Invoices should be submitted after the dispatch and acceptance of Supplies or in accordance with agreed payment profile. Invoices shall quote order, service/item, part and drawing numbers, description, quantities, and weights, where applicable.

11.2 All invoices shall state the price for the Supplies exclusive of Value Added Tax and show the amount of VAT (if any) separately.

11.3 All invoices must contain the information as per clause 11.1. Failure to do so may incur delays to payment of invoices. Invoices shall be emailed to purchaseledger@mass.co.uk. If invoices are unable to be emailed for any reason, they may be received by post to the following address and shall be considered as received from the date of arrival and not that of the invoice itself;

MASS CONSULTANTS LIMITED
FAO: Purchase Ledger
Enterprise House, Great North Road
Little Paxton
St Neots,
CAMBS,
PE19 6BN

12 TERMINATION

12.1 FOR DEFAULT

12.1.1 In the event of a breach of any of these Conditions, The Purchaser may give the Supplier notice of such breach. If such breach is capable of remedy, the Supplier shall rectify the breach within twenty (20) Business Days, or if the breach is not capable of remedy, then The Purchaser may give notice terminating the Order without incurring liability. The Supplier shall indemnify The Purchaser from and against any cost resulting from the termination of the Order.

12.2 FOR INSOLVENCY

12.2.1 If the Supplier becomes insolvent or has a receiver or administrator appointed to its business or is compulsorily or voluntarily wound up or if The Purchaser believes in good faith that any of such events may occur then The Purchaser shall have the right without prejudice to any other remedy to suspend the performance of or terminate the Order without incurring liability except in respect of Supplies previously delivered.

12.3 FOR CONVENIENCE

12.3.1 The Purchaser may terminate the Order at any time in whole or part by delivery to the Supplier of a notice of termination. In the event of such notice being given the Supplier shall stop work forthwith and comply with any directions with regard to the Supplies, which may be given by The Purchaser. The Supplier shall submit an account to The Purchaser within three (3) months from the effective date of termination in the form prescribed by The Purchaser. The Purchaser undertakes to pay a fair and reasonable price for all work done and unique materials purchased up to the time of termination. Such payments made taken together with any sums paid or due to or becoming due to the Supplier under the Order shall not exceed the total price of the Supplies under the Order.

12.3.2 Any termination of the Order shall not prejudice any rights or remedies which may have accrued to either party and both parties shall use all reasonable endeavours to mitigate their losses on such termination.

13 PATENTS AND INTELLECTUAL PROPERTY RIGHTS

13.1 The Supplier warrants that there are no infringements whatsoever known by the Supplier in respect of the Supplies, to be existing or pending at the date of the Order and hereby agrees to fully indemnify The Purchaser against any liability, damages or expenses whatsoever which may be incurred by or on behalf of The Purchaser in the use of the Supplies as a result of the infringement of the Supplier of any patent, registered design,

trademark or copyright belonging to third parties.

13.2 Where any foreground Intellectual Property Rights are created as a result of the work undertaken by the Supplier, its agents or sub-contractors for the Order, the Supplier agrees that it shall vest in and be the absolute property of the Purchaser. Consequently, the Supplier assigns or shall procure the assignment to the Purchaser, with full title guarantee and free from all third party rights, the foreground Intellectual Property Rights and all other rights created as a result of the Order and the Supplier shall (at its own cost) do all necessary acts to vest such foreground Intellectual Property Rights in the name of The Purchaser or its nominee, such acts to include (without limitation) the execution of documents.

13.3 Any background Intellectual Property Rights created by the Supplier prior to the commencement of the Order and/or outside of the Supplies provided to The Purchaser under the Order shall remain vested in and be the property of the Supplier provided that if they are included in any Supplies they must be clearly and legibly marked by the Supplier and the Supplier hereby grants to The Purchaser for use as necessary with the foreground Intellectual Property Rights an irrevocable, perpetual, non-exclusive, worldwide, royalty-free license (with the ability to sub-license) in respect of them.

13.4 The Supplier represents and warrants to The Purchaser that the Supplies and anything done by and any use by The Purchaser in relation to the Supplies will not infringe any Intellectual Property Rights of a third party.

13.5 The Supplier shall indemnify each Indemnified Party against any and all liability, loss, claims, costs, expenses or damages, payments and royalties of any kind whatsoever incurred by an Indemnified Party as a result of or in connection with the infringement or alleged infringement of any Intellectual Property Rights owned or controlled by a third party in respect of the Supplies.

14 LEGAL LIABILITY INSURANCE

14.1 Other than clause 14.2 where liability shall be unlimited, to the fullest extent permitted by law, the supplier shall effect a Legal Liability insurance of not less than £1,000,000 per event in respect to loss or damage to property by it, its employees or sub-contractors resulting from or during the execution of this order. Should such insurance policy cover a liability in excess of £1,000,000 then The Purchaser shall receive the benefit of the full extent of cover available.

14.2 The Supplier agrees to indemnify and hold harmless The Purchaser, to the extent it cannot be limited or excluded by law, from fraud or misrepresentation by the Supplier, its employees or sub-contracts or breach of obligation under the Official Secrets Act (1989) and National Security Act (2023).

14.3 The Supplier shall, as a minimum, maintain the following primary insurance policies at the specified amount (unless the Purchaser has specified some other sum) with reputable insurers authorised to conduct business in the jurisdictions in which the Order is performed against all risks usually insured against by suppliers carrying on the same or a similar business as the Supplier which shall include protection for claims for third party legal liability for injury or damage and for negligent acts or omissions which result in a claim for any form of financial loss against The Purchaser as a result of the provision to it of the Supplies, including without limitation and without derogating from or limiting the provisions of clause 16:

14.3.1 a policy of Public Liability Insurance for an amount not less than £10 million per event or series of events in respect of loss of or damage to property of The Purchaser, customer or end user, or death, disease, illness or injury to persons resulting from provision of the Supplies;

14.3.2 a policy of Product Liability Insurance for an amount not less than £10 million per event or series of events in respect of loss of or damage to property of The Purchaser, customer or end user, or death, disease, illness or injury to persons resulting from provision of the Supplies;

14.3.3 a policy of Employers Liability Insurance as stipulated by Law.

14.3.4 any other insurance which the Supplier may be statutorily required to maintain.

15 ASSIGNMENT AND TRANSFER BY THE SUPPLIER

15.1 No work on the Order may be sub-contracted by the Supplier nor shall the Order be assigned or otherwise transferred by the Supplier without the written consent of The Purchaser. All sub-contracts shall be the responsibility of the Supplier.

16 WARRANTY

16.1 Unless manufactured pursuant to a detailed design furnished by The Purchaser, the Supplier assumes design responsibility and warrants the Supplies free from design defect.

16.2 Without prejudice to Clause 15(1) any and all warranties and service guarantees attaching

to the Supplies shall not only be for the benefit of and enforceable by The Purchaser, but also for the benefit of and enforceable by The Purchasers customers and/or users of the Supplies. The Purchaser inspection, approval and acceptance, use of or payments for all or any part of the Supplies shall in no way affect its warranty rights whether or not a breach of warranty had become evident at the time.

16.3 Supplier agrees to warrant all products and services supplied for a period of 24 months from acceptance by The Purchaser.

17 INDEMNITY

17.1 The Supplier agrees to indemnify The Purchaser against any and all claim costs, damages, liabilities and expenses in respect of personal injury, death or loss of or damage to property and pecuniary loss caused from the acts or omissions of the Supplier, its sub-contractors, agents or suppliers in the performance of the Order

17.2 The Supplier shall take all reasonable steps to ensure that its employees, workers, agents, subcontractors and any other persons engaged by or through the Supplier in connection with the Order do not engage in Harassment towards any employee, worker, officer, agent, contractor, customer or other person engaged by or on behalf of the Purchaser.

17.3 The Supplier shall ensure that all persons engaged by or through the Supplier in connection with the Order comply with all applicable laws and the Purchases policies and procedures relating to Harassment and workplace conduct.

17.4 The Supplier shall promptly notify the Purchaser of any allegation, complaint, incident or circumstance involving Harassment by the Supplier or any person engaged by or through the Supplier which may affect the Purchaser or any person engaged by or on behalf of the Purchaser.

17.5 The Supplier shall comply, and shall ensure that all of its personnel, agents and subcontractors comply, with the Purchaser's Dignity at Work Policy (MASS/PT/014) and all applicable legislation relating to equality, discrimination, harassment and workplace conduct.

18 The Supplier agrees to indemnify the Purchaser against any and all claim costs, damages, liabilities and expenses arising out of or in connection with any Harassment committed by the Supplier or any person engaged by or through the Supplier.
CHANGES

18.1 The Purchaser may unilaterally by notice in writing amend the Order and the Supplier shall comply therewith without delay. Within ten (10) calendar days after receipt of notification of any change as aforesaid the Supplier shall submit to The Purchaser a statement in such detail as The Purchaser may reasonably require of the effect of such change and as soon as practicable The Purchaser and the Supplier shall agree upon any necessary and reasonable adjustment to the order and incorporate such agreement into the Order-by-Order Amendment.

19 CONTINUITY OF SUPPLY

19.1 The Supplier undertakes to accept further orders in respect of The Purchaser future requirements for similar Supplies at prices and delivery lead time no less favourable to The Purchaser than those agreed for this Order having regard to the economic circumstances at the time and in the event that the Supplier is unwilling or unable to accept such orders it shall deliver to The Purchaser without charge all necessary drawings, manufacturing information and tooling to enable The Purchaser to make the Supplies or have them made elsewhere and shall use its best endeavours to obtain for The Purchaser on economic terms the grant of any necessary license(s).

20 FREE ISSUE

20.1 All Data, tools, patterns, materials and other equipment loaned by The Purchaser to the Supplier for use in connection with the Order or manufactured by the Supplier at the expense of The Purchaser in connection with the Order shall be and will remain at all times the property of The Purchaser and be surrendered to The Purchaser upon demand in good and serviceable condition (fair wear and tear accepted) and are to be used by the Supplier solely for the purpose of completing the Order. Such Supplies shall be at the risk of the Supplier and insured by the Supplier at the Supplier’s own expense. The Purchaser does not warrant the adequacy of any tooling furnished by it.

20.2 The Purchaser shall not accept liability for any parts or materials received by the Supplier from The Purchaser in a damaged state under or in connection with the Order unless such damage is notified in writing to The Purchaser within five (5) Business Days of the receipt by the Supplier of such parts or materials.

20.3 All scrap arising from material free issued by The Purchaser shall remain the property of The Purchaser and must be disposed of by the Supplier in accordance with the instructions of The Purchaser and all proceeds of sales of such scrap must be credited by the Supplier to The Purchaser. Such instruction shall not however replace any statutory duty otherwise imposed on the Supplier.

21 CONFIDENTIALITY

21.1 The Order and the subject matter thereof shall be treated as confidential between the Supplier and The Purchaser. The Supplier shall not, during the performance of the Order, and for a period of two (2) years, following completion of the Order, disclose any information received, used or developed by the Supplier to any third party, or any other person, or persons, who do not need to know such information for the purposes of performing the Order, nor shall the Supplier make public the existence of the Order, make use of The Purchaser name or any information contained in the Order or related documents, unless required by law, or by express written consent of The Purchaser.

21.2 Not to copy, reproduce or reduce to writing any Confidential Information, or any part thereof, or allow any person or party receiving such Confidential Information from the Receiving Party to do so, except as is reasonably necessary for the purpose of the Order.

21.3 Should the Supplier employ the services of any third-party, or outsource any elements, the other parties must be bound by these conditions including confidentiality clauses.

22 NOTICES

22.1 All notices and communications shall be in writing.

22.2 Any notice or other communication sent to the Supplier shall be sufficient if sent to an address of the Supplier last known to The Purchaser.

22.3 Notices or other communications sent by the Supplier shall be sent to the address given for The Purchaser on the face of the Order for the attention of the Manager indicated on the face of the Order.

23 WAIVER

23.1 Any failure, delay, relaxation or concession by The Purchaser in the exercise of its rights to insist upon the performance of any of the obligations or to exercise any rights hereunder, shall not be construed as a waiver or relinquishment of the future exercise of any such right and the obligations of the Supplier shall continue in full force and effect.

24 COMPLIANCE WITH LAWS AND REGULATIONS

24.1 The Supplier, its employees, sub-contractors and agents shall comply with all laws, statutes, ordinances, rules and regulations applicable in the manufacture, sale and provision of the Supplies in accordance with the requirements of the Order.

24.2 The Supplier, its employees, sub-contractors and agents shall familiarise themselves with and comply with The Purchaser procedures relating to discipline, fire, health and safety and security when on The Purchaser premises.

24.3 The Supplier shall provide its employees with and shall ensure that its employees and sub-contractors use any protective clothing and safety equipment required.

24.4 The Supplier warrants and undertakes that it, its employees, sub-contracts and agents shall comply with applicable law, regulations and codes relating to the following acts, acknowledging that any breach will be deemed a breach in accordance with clause 12.1:

24.4.1 Anti-bribery and corruption, including but not limited to the Bribery Act 2010 in that it shall;

24.4.1.1 Not engage in any activity or practice which could constitute an offence under the Act

24.4.1.2 Comply with The Purchasers Anti-Bribery and Corruption Polices as may be updated from time to time

24.4.1.3 Maintain its own procedures and policies to ensure compliance with all laws and regulations

24.4.1.4 Promptly advise The Purchaser should it receive any request or demand for any financial or other advantage in connection with the performance of its obligations to The Purchaser

24.4.1.5 Immediately notify The Purchaser if a foreign public official becomes an officer or employee of the Supplier

24.4.1.6 Flow down all contractual provisions to its on suppliers, and ensure adherence to all provisions during the performance of its obligations to The Purchaser

24.4.2 Anti-slavery, including but not limited to the Modern Slavery Act 2015.

24.4.3 Failure to Prevent Fraud, including but not limited to the Economic Crime and Corporate Transparency Act 2023 in that it shall;

24.4.3.1 Immediately notify the Purchaser upon becoming aware of any actual or suspected fraud committed

by its associated persons that may affect the Purchaser or the contract.

24.4.3.2 Cooperate with any investigation into fraud and shall permit the Purchaser or representatives to audit its fraud prevention procedures and records upon reasonable notice.

24.4.3.3 Indemnify the Purchaser against all losses, liabilities, damages, costs and expenses arising from any breach of this clause or any fraud committed by the Supplier or its associated persons.

25 RE-EXPORT OF SUPPLIES

25.1 The Supplies to be delivered to The Purchaser in accordance with the requirements of this Order may be subsequently exported or re-exported as part of, or in support of, The Purchaser's designed and manufactured equipment. The Supplier is required as a specific term of this Order to confirm that no restriction exists in respect of EU customs and/or UK export regulations and/or ITAR or EAR or any other U.S. Department of Commerce Export Administration Regulations or other relevant U.S. Government Regulations or any other foreign Government regulations preventing such export, re-export or transfer by The Purchaser or confirm in writing that no such regulations apply. Unless specifically advised otherwise at the time of acceptance of the Order, The Purchaser shall assume that no such restriction exists in respect of the export or re-export of any Supplies of U.S. or EU origin other than those covered by UK statutory requirements.

25.2 If any of the Supplies which are the subject of the Order are controlled by ITAR or EAR the Supplier will:

25.2.1 notify The Purchaser forthwith;

25.2.2 provide the following information to The Purchaser: US supplier details, description of material, part/reference number, US munitions list category/EAR Export Control Classification Number, license/technical assistance agreement or other authorised agreement reference number and copies of such agreements or relevant details including parties authorised to receive material and provisos and a listing of authorised end users, parties and/or consignees; and

25.2.3 clearly mark individual items and associated documentation as being subject to ITAR/EAR.

25.2.4 Provide copies of any licenses, agreements or other authorisations or detailed summaries of these authorisations which must be provided to the Purchaser no later than twenty (20) Business days prior to the first agreed scheduled delivery date. Any commercially sensitive information contained within licenses or agreements may be deleted providing it does not prevent identification of the scope of the authorisation, including any relevant constraint; any provisos and conditions; the end users or the parties and/or consignees.

25.3 Without limiting the foregoing, the Supplier shall only use Controlled Material in accordance with the licensed authorisation. The Supplier shall only use ITAR Technical Data or EAR Technology received from the Purchaser in the performance of the work required to deliver the Order, and shall not transfer or otherwise provide access to any ITAR or EAR Controlled Material, to include transfer to any individual, company or organisation (including lower-tier sub-contractors), without the authority of a US Government export license, agreement, or other authorisation, such as an applicable license exemption or exception. The Supplier will strictly comply with the conditions in any such approval and in the export license or other Government authorisation for such disclosure. The restrictions on the transfer of export-controlled data apply equally to both data furnished by The Purchaser and to any such data incorporated in documents, software or hardware generated by the Supplier. Any rights in the data may not be acquired by the Supplier unless expressly authorised pursuant to an export license, export agreement or otherwise provided in the ITAR or EAR. Additionally, no disclosure of data furnished by The Purchaser can be made unless and until The Purchaser has considered the request and provided its written approval through contractually authorised channels. Technical Data exported from the United States may not be transferred to another person except pursuant to specific provisions in the regulations (such as ITAR 22 C.F.R 126.18), as specifically authorised in a license or agreement (e.g. pursuant to a non-disclosure agreement (NDA) in the case of sub-licensees), or where prior written approval of the Department of State has been obtained.

25.4 The Supplier hereby authorises The Purchaser to disclose any and all Confidential Information to government authorities with jurisdiction over such Confidential Information as may be reasonably necessary for the purpose of disclosing, resolving or remediating any violation/potential violation of applicable export control laws/ regulations.

25.5 The Supplier shall immediately notify The Purchaser if the Supplier is or becomes identified either individually or collectively on any list of denied, debarred, embargoed,

blocked, prohibited, specially designated, sanctioned or otherwise ineligible parties maintained by any government or international organisation or, becomes ineligible to contract with the US Government, or if the Supplier's export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity/ agency.

25.6 If engaged in the business of either exporting or manufacturing (whether exporting or not) US defence articles or defence services (as defined in the ITAR 22 C.F.R 120.6 and 120.9 respectively), the Supplier represents and warrants that it maintains an effective export/import compliance program in accordance with the ITAR and, if located in the US, that it is registered with the US Department of State as required by the ITAR.

25.7 Where the Supplier is a signatory/sub-licensee/consignee under an export license, agreement or other authorisation, Supplier shall provide immediate written notice to Purchaser relating to changed circumstances affecting the said license or agreement.

25.8 At the Purchaser's direction, the Supplier shall return (or destroy) all of the ITAR Technical Data and/or EAR Technology or other Controlled Material exported to the Supplier pursuant to the Order upon fulfilment of its terms, send written confirmation of destruction to the Purchaser within five (5) Business Days, and create/maintain the records required under ITAR/EAR.

25.9 The Supplier shall indemnify each Indemnified Party against any and all liability, loss, claims, costs, expenses or damages of any kind whatsoever incurred by an Indemnified Party as a result of or in connection with any breach by the Supplier, its employees, agents or sub-contractors of this clause (25).

26 SEVERANCE

26.1 In the event that any terms, condition or provision of the Order shall be nullified or made void by statute, regulation/order or by the decision or order of any Court having jurisdiction, the remaining terms, conditions and provisions of the Order shall remain in full force and effect.

27 APPLICABLE LAW

27.1 These Conditions shall be governed, construed, and shall take effect in accordance with the Laws of England and shall be subject to the exclusive jurisdiction of the English courts, unless it is otherwise agreed between the parties that any unresolved disputes between them shall be finally settled under the Rules of Arbitration of the International Chambers of Commerce. The seat of arbitration shall be London, England.

28 GOVERNMENT CONDITIONS

28.1 Where indicated on the Order that Supplies are required for a Government contract the Order shall (unless otherwise stated) be subject to Defence Conditions (DEFCONS), Cyber Essentials certification & to such other Governmental conditions as specified on the face of the Order and all Conditions, or relevant parts thereof, contained in the Contract (the contents of which the Supplier shall be deemed aware) (hereinafter called Government Conditions). These conditions shall be flowed down to sub-contractors through the Suppliers contractual terms and conditions. It is understood that in interpreting the Government Conditions, the Purchaser assumes the rights and obligations of the "Authority" and the Supplier assumes the rights and obligations of the "Contractor" except where indicated otherwise by The Purchaser who shall advise on such matters upon written request.

28.2 If any of the General Conditions contained at Conditions 1 - 29 inclusive hereof is inconsistent with a corresponding Government Condition applicable to the Order, the Government Condition shall prevail to the extent of such inconsistency only but nothing otherwise shall limit the rights which The Purchaser reserves under these Conditions.

29 REACH

29.1 The supplier shall conform to the REACH etc. (Amendment) Regulations 2021 and supply The Purchaser with details of substances supplied as products or parts of products (articles and preparations) as required under this regulation.

29.2 As a Supplier of products and/or equipment to The Purchaser, the Supplier or its Supplier(s) if they are not the direct manufacturer of the substance / preparation / article, must register or pre-register all substances sold directly to The Purchaser. The regulation mandates a comprehensive registration of all substances. Therefore, the Supplier must flow this requirement down to its own supply chain.

30 FORCE MAJEURE

30.1 Neither party shall be liable to the other under this Agreement, nor deemed in breach of this Agreement, for failure to carry out its provisions to the extent that such failure is caused by any cause beyond the parties' respective reasonable control, including without limitation fire, war, riot, sabotage or industrial action.