

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following expressions will have the following definitions and interpretation.

Authorised Economic Operator	means a company which holds a current valid certificate, issued by its national tax authority, having achieved a level of compliance, set by the EU, in respect of the control of Supplies throughout the supply chain.
Pearson Engineering	means Pearson Engineering Limited, company number 01876136 and any of its subsidiaries within the meaning of Section 1159 of the Companies Act 2006.
Confidential Information	means all confidential information (however recorded, preserved or disclosed) which has been, is now or at any time after the date of the Order is disclosed to or made available by Pearson Engineering to the Supplier or to any company within the Supplier's group or to any other person at the request of the Supplier including but not limited to a) the fact that contract negotiations take place and the status of those; b) the terms of the Order; c) the purpose of the contract; d) any Technology; e) any information that would be regarded as confidential by a reasonable business person relating to a) to d) or to the business affairs, customers, clients, suppliers, business plans, intentions or market opportunities of Pearson Engineering; and the operations, processes, product information, Intellectual Property Rights, trade secrets, software, plans, databases or spreadsheets of Pearson Engineering; f) any information that has commercial value to Pearson Engineering and which if disclosed is likely to cause real or significant damage to it; and g) any information or analysis derived from Confidential Information. Confidential Information shall not mean any information that h) is or becomes generally available to the public other than as a result of its disclosure in breach of contract; i) is accessible from public sources or is or becomes generally available to third parties other than as a result of disclosures made in breach of contract or of any other undertaking of confidentiality addressed to the party to whom the information relates; j) was available to the Supplier or made available or being in the possession of the Supplier free of any restriction of confidentiality as to its use or disclosure prior to it being so disclosed; or k) the Supplier is able to prove from its records to have been independently developed by it without reference to any information it has received from Pearson Engineering pursuant to the contract; or l) becomes available to the Supplier from a source other than Pearson Engineering, which source is not bound by any obligation of confidentiality in relation to such information; or m) was lawfully in the possession of the Supplier before the information was disclosed to it by Pearson Engineering; or n) the parties agree in writing is not confidential or may be disclosed.
Conflict Materials	has the meaning given to it in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act.
EAR	means US Department of Commerce Export Administration Regulations.
Event of Default	means an event specified as such in clause 13.2.
Force Majeure	means any act, event or omission beyond the affected Party's reasonable control, including but not limited to acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and interruption or failure of utility service.
Intellectual Property Rights	mean (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iii) know-how and Confidential Information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.
ITAR	means US Department of State International Traffic in Arms Regulations.
Order	means the purchase order placed by the Purchaser on the Supplier in respect of the Supplies and these Standard Conditions, the Special Conditions, the Specification and any other relevant documents shall be referenced in, apply to and be incorporated into it.
Order Acknowledgement	means the Purchaser's acceptance document issued with the Order or Order amendment for completion by the Supplier.
Party	means each of the Purchaser and the Supplier and includes their successors in title, permitted assignees and permitted transferees.

Purchaser	means the Pearson Engineering company identified on the Order having a place of business at the address for correspondence shown on the Order.
Special Conditions	mean the conditions set out or referenced on the Order (whether marked as Special Conditions or not).
Specification	means the document (if any) which sets out the agreed design, performance, functionality of and procedures for the Supplies and any training to be provided.
Standard Conditions	mean these Pearson Engineering Standard Conditions of Purchase (2014 Edition).
Supplier	means the supplier on which the Order is placed.
Supplies	mean any goods, materials, work, services or deliverables which are to be provided by the Supplier to the Purchaser pursuant to the Order.
Technology	means information which is required for the development, production or use of goods or software including but not limited to such whose export is legally controlled or information which is required for the design of, the assembly of components into, and the operation, maintenance and repair of complete production installations of goods whose export is legally controlled and shall include, but not be limited to, blueprints, plans, diagrams, models, formulae, tables, engineering designs and specifications, manuals and instructions in connection with the same and whether or not it is written, printed, recorded, saved electronically, spoken or passed on in some other way. For the purposes of these Standard Conditions "development", "production", or "use" are defined in the Export Control Order 2008.
Termination Sum	has the meaning given to it in clause 13.1.
VAT	means value added tax as provided for in the UK Value Added Tax Act 1994.
Warranty	The period defined in clause 10.

1.2 Clause headings are for convenience only and shall not affect the interpretation of the Order.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision 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. Contract Formation

2.1 The Order constitutes an offer by the Purchaser to purchase the Supplies **provided that**, if the Order is not accepted in accordance with the provisions of clause 2.2 below within fourteen (14) days of the date of the Order, the Purchaser's offer will lapse without the Purchaser incurring any liability to the Supplier.

2.2 The contract shall be formed once the Supplier has accepted the Order by signing and returning the Order Acknowledgement; or, if the Supplier fails to do this, the Supplier shall be deemed to have accepted the Order and the contract shall be formed as soon as it delivers any goods or materials or commences the provision of any services.

2.3 Further to the Supplier's acceptance of the Order in accordance with clause 2.2, the Order shall constitute the contract between the Parties.

2.4 It is expressly agreed that any other terms and conditions of business contained in any acknowledgements, standard forms or other documents issued by either Party or in the quotation, letter of offer, technical proposal or other similar documents issued by the Supplier to the Purchaser in respect of the Supplies or implied by trade custom, practice or course of dealing shall not apply.

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

2.5.1 the Special Conditions;

2.5.2 these Standard Conditions;

2.5.3 the Specification; and then

2.5.4 any other relevant documents referenced in the Order.

3. Supplier's Responsibilities

3.1 The Supplier shall provide the Supplies to the Purchaser in accordance with the Order.

3.2 The Supplier shall:

- 3.2.1 at all times comply with all legislation, standards and regulations, including but not limited to, those relating to health, safety and environment, which are relevant to any of the Supplies;
 - 3.2.2 not provide any Supplies which are intrinsically hazardous to life or harmful to the environment, without appropriate arrangements being agreed with the Purchaser in advance in writing;
 - 3.2.3 ensure 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 a local authority (and, where applicable, credit the Purchaser with any relevant income arising from the surplus materials);
 - 3.2.4 comply with all the requirements of the Environmental Protection Act 1990 and any other applicable legislation governing the controlled tipping of waste;
 - 3.2.5 ensure that the Supplies do not contain Conflict Materials;
 - 3.2.6 notify the Purchaser as soon as it becomes aware of any health and safety hazards or issues which arise in relation to any Supplies; and
 - 3.2.7 in the case of an EU Supplier, notify the Purchaser if it is or when it becomes, or if it ceases to be, an Authorised Economic Operator.
- 3.3 The Supplier shall:
- 3.3.1 obtain, maintain and observe all regulatory approvals required for the provision of the Supplies;
 - 3.3.2 as the Supplies may be exported, re-exported or transferred by the Purchaser, notify the Purchaser of any restrictions that may exist in respect of EU customs and/or UK export regulations and/or ITAR or EAR or any other US or other foreign Government regulations preventing such export, re-export or transfer by the Purchaser or confirm in writing that no such regulations apply; and
 - 3.3.3 if any of the hardware, technical data, software or technical assistance (as relevant) which are the subject of the Order are controlled under ITAR or EAR: (a) notify the Purchaser forthwith; (b) provide the following information: US supplier details, description of material, part/reference number, US munitions list category/EAR Export Control Classification Number, license / technical assistance agreement or other authorising 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 (c) clearly mark individual items and associated documentation as being subject to ITAR/EAR.
- 3.4 In the event that the Supplier processes any personal information on behalf of the Purchaser, the Supplier agrees that it will enter into a data processing agreement in the form proposed by the Purchaser and as required by the applicable data protection legislation.
- 3.5 The Supplier shall immediately notify the Purchaser of the occurrence of any event or conditions that might delay or prevent completion of any of its obligations under the Order, the reason for such delay and the measures being taken by it to rectify the situation.
- 3.6 Any drawings, information or documentation to be provided by the Supplier to the Purchaser shall be in one hard copy and one machine-readable copy in reproducible format unless otherwise agreed. The Purchaser may make copies of the same at no charge.
- 3.7 If the Supplier sells, provides or utilises any materials in an electronic form or format (including e-mails and computer programs) for or in connection with the provision of Supplies under the Order, the Supplier shall use its best endeavours to ensure that each such materials shall be free from viruses, bugs and logic bombs or other unauthorised, malicious or malignant code, program, routine or software protocol which disables, disrupts, restricts, slows down, impedes or otherwise obstructs the proper performance and operation of a computer system or any application run on such system and the Supplier shall indemnify, defend and hold the Purchaser and the Purchaser's customer harmless from and against any and all risk, claim or loss arising from any disability, disruption, restriction, slowing down, impediment or other obstruction of the computer system or any application run on such system of the Purchaser or the Purchaser's customer due to the provision of electronic materials containing viruses, bugs, logic bombs or other unauthorized malicious or malignant code, program, routine or software protocol.
- 4. Supplier's Personnel**
- 4.1 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.
 - 4.2 The Supplier shall ensure that its employees, agents and sub-contractors 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 1911 to 1989) and comply with any IT security requirements imposed by the Purchaser.
 - 4.3 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 site) are cleared in accordance with the relevant security procedure. In the event that any such employees, agents and sub-contractors are not security cleared, the Purchaser shall promptly notify the Supplier and the Supplier shall use all reasonable endeavours to replace such person.

- 4.4 The Supplier shall at all times be responsible for its employees, agents and sub-contractors and shall ensure that they, when within the boundaries of the Purchaser's site (or the Purchaser's customer's site):
- 4.4.1 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 which will be provided, on request, by the relevant site security manager;
 - 4.4.2 shall not without the Purchaser's prior written consent use any of the Purchaser's (or the Purchaser's customer's) site equipment or services;
 - 4.4.3 permit the relevant site security personnel to stop and search them and any of their vehicles when entering or leaving that site and to also search any of their huts, toolboxes or other equipment or property on that site at any time; and
 - 4.4.4 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 that site's IT network.
- 4.5 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).
- 4.6 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. Quality

- 5.1 The Supplier shall provide the Supplies in accordance with all quality standards set out as a Special Condition and/or as provided herein and/or in the Specification and/or in the Purchaser's quality approval/authority issued to the Supplier.
- 5.2 Upon the Purchaser providing reasonable notice, the Supplier shall (and procure that its agents and sub-contractors shall) at no additional cost to the Purchaser or the Purchaser's customer:
- 5.2.1 allow the Purchaser and persons authorised by the Purchaser (which may include the Purchaser's customer) access to the Supplier's premises (and those of its agents and sub-contractors) as are being used to carry out work on the Supplies in order to inspect and audit the facilities, processes and procedures used in manufacturing the Supplies;
 - 5.2.2 provide adequate data to the Purchaser relating to progress of work on the Supplies and their quality; and
 - 5.2.3 provide all necessary assistance (including, where appropriate, access to office accommodation, telephone and fax facilities) to enable the above-referenced rights to be fully exercisable.
- 5.3 Unless otherwise specifically agreed in writing, all Supplies shall be new.

6. Delivery

- 6.1 The delivery term in respect of any Supplies shall be delivered at place (DDP) Incoterms 2010 in accordance with such destination as named in the Order.
- 6.2 All Supplies must be properly and securely packed as detailed in the Order or otherwise in such manner as to enable the Supplies to reach their destination in good condition.
- 6.3 The Supplier shall quote the Order number and item number on all documents and packages sent by it to the Purchaser in respect of the Order.
- 6.4 On delivery of each consignment of the Supplies, the Supplier shall deliver to the Purchaser such documents as are required by the Order, including, without limitation, customs export documents, advice notes, certificates of conformity and civil approved certificates and, if the Supplier is not the original manufacturer of the Supplies, copies of the original manufacturer's certificate of conformity or civil approved certificate together with test figures, heat treatment particulars etc, where applicable.
- 6.5 If the Supplier fails to comply with the provisions of this clause 6, the Purchaser shall be under no obligation to accept delivery of the relevant consignment.
- 6.6 Performance of the Order at the date or dates specified for delivery of the Supplies is an integral part hereof. Time is of the essence unless otherwise provided in the Order. The Purchaser may, at its option, accept delivery at an earlier or

later date or dates and such acceptance shall not be deemed to waive any right or remedy available to the Purchaser under this Purchase Order. The Supplier shall inform the Purchaser of any actual or anticipated delay in the delivery of the Supplies and, without prejudice to any other right or remedy to which the Purchaser may be entitled by law or contract or otherwise, the Purchaser shall be entitled to require the Supplier (at the Supplier's cost) to expedite delivery via airfreight or other method.

- 6.7 Supplier's delivery of Supplies in excess of or beyond that provided for in this Purchase Order shall not obligate the Purchaser under any circumstances. Excess quantities of Supplies may be returned to Supplier and Supplier shall reimburse the Purchaser for any costs or expense for such return. If this Purchase Order provides for delivery in installments or from time to time, a default under any installment or any such time shall, at the Purchaser's option, constitute an event of default hereunder. The Purchaser count of the Supplies shall be conclusive.
- 6.8 The Supplier shall use all reasonable endeavours to accept further Orders for Supplies, previously delivered or performed by the Supplier, at prices and delivery lead-times no less favourable to the Purchaser than those agreed for the Order. In the event that the Supplier is unable to accept further Orders on such terms it shall, at the Purchaser's request, enter into good faith negotiations with the Purchaser to agree applicable terms and conditions.
- 6.9 All Supplies delivered must be plainly marked with the Purchaser's name, Purchase Order number and contain a packing note which is uniquely numbered and sent at the same time as the Supplies are dispatched. All hardware deliverables (spares, repairs etc.) are to be packaged and labeled in accordance with DEFSTAN 81-41 Part 1 thru 6, unless agreed otherwise and stated on the face of this Purchase Order and in this event the Supplier shall ensure that all consignments of the Supplies are packaged and packed in such a way so as to avoid any deterioration, loss or damage during delivery. On delivery of each consignment of the Supplies the Supplier shall deliver to the Purchaser such documents (including, without limitation, advice notes and certificates of conformity) as required or otherwise requested by the Purchaser without which the Purchaser may reject the delivery of the Supplies.

7. Acceptance

- 7.1 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.
- 7.2 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-eight (28) days after delivery in accordance with clause 6 above.
- 7.3 If the Purchaser is not satisfied that the Supplies are delivered in accordance with the Order, the Purchaser may in its absolute discretion:
- 7.3.1 reject them in whole or in part and terminate the contract with immediate effect by giving written notice to the Supplier in accordance with clause 13.2.1 below; or
- 7.3.2 give notice to the Supplier to repair or replace them without delay at the Supplier's expense and risk.

8. Risk & Title

- 8.1 Risk in any Supplies shall pass to the Purchaser upon completion of unloading of the delivery in accordance with clause 6 above.
- 8.2 Title to any Supplies shall pass to the Purchaser upon their acceptance in accordance with clause 7 above.

9. Price & Payment

- 9.1 The prices for the Supplies shall be agreed at the time of the Order and set out therein as a Special Condition.
- 9.2 Prices shall be non-revisable and shall be exclusive of VAT and also, in the case of non-EU Supplies, exclusive of import taxes.
- 9.3 If VAT is payable, it shall be separately identified on the invoice and shall be payable by the Purchaser subject to receipt of a valid VAT invoice.
- 9.4 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.
- 9.5 Prices shall be payable by the Purchaser to the Supplier in accordance with the provisions of this clause 9.
- 9.6 The Supplier shall submit to the Purchaser on or after the provision of the Supplies an invoice in respect of the Supplies properly provided. Each correctly submitted and, where applicable, valid VAT invoice shall become due for payment at the end of the month following the month in which the invoice is issued **provided that** the Supplies have been delivered by the Supplier and accepted by the Purchaser in accordance with clauses 6 and 7 respectively.
- 9.7 Each invoice must be clearly addressed to the legal entity of the Purchaser and sent to (separately from any Supplies)

c/o Accounts Payable Department as specified on the Order, referencing the Order number with respect to the Supplies together with the delivery advice note number and date.

- 9.8 The Supplier acknowledges and agrees that invoices shall only be passed for payment by the Purchaser if they comply with the provisions of this clause 10. Should any invoice contain incomplete information or an incorrect or invalid charge, the Purchaser will be entitled to reject such invoice and return it to the Supplier or ask the Supplier to have it rectified and resubmitted (any such rectified invoice to become due for payment thirty (30) days after the date of receipt by the Purchaser of the resubmitted invoice) or request the Supplier to issue a credit note to correct the error.
- 9.9 Payments to the Supplier shall be made by the Purchaser in Pounds Sterling (or the agreed currency of the Order) by Bankers Automated Clearing System (BACS) (or equivalent) Electronic Funds Transfer (EFT) or any established standing order.
- 9.10 Without prejudice to any other right or remedy the Purchaser may have, the Purchaser shall be entitled to set-off any payment owed by it to the Supplier under the Order against any sums that are due and payable by the Supplier to the Purchaser under the Order and/or any other agreement.
- 9.11 Where any cost or expense under the Order is to be reimbursed, refunded or taken into account in any computation, the amount of that cost or expense shall be net of any VAT to the extent that the person meeting such cost or expense is able to recover such VAT as input tax under the provision of the UK Value Added Tax Act 1994 or under any other relevant legislation.
- 9.12 In the event the Purchaser is able to purchase Supplies of comparable grade and quality as that covered by the Order for delivery under similar terms and conditions at a price or prices lower than the Seller's the Purchaser shall give the Seller the opportunity of meeting such lower price or prices. If the Seller fails to do so, the Purchaser reserves the right in his absolute discretion to terminate this Order in accordance with clause 13.1 by giving to the Seller notice in writing and to purchase material from the third party.

10. Warranty

10.1 The Supplier warrants to the Purchaser that the Supplies shall be provided:

- 10.1.1 in accordance with the terms of the Order;
- 10.1.2 free from defects (whether actual or latent) in design, materials and workmanship;
- 10.1.3 with reasonable care and skill;
- 10.1.4 in accordance with generally recognised commercial practices and standards in the industry; and
- 10.1.5 in compliance with all applicable laws and regulations as well as all of the Purchaser's site (or, if applicable, the Purchaser's customer's site) policies and rules.

10.2 The warranties in clause 10.1 above shall, in respect of each of the Supplies, continue for twelve (12) calendar months from the date of acceptance of such of the Supplies in accordance with clause 7 above.

10.3 If there is a defect in the Supplies during the warranty period, the Supplier shall without delay, upon receipt of notice from the Purchaser but at the absolute discretion of the Purchaser:

- 10.3.1 refund the Purchaser the price of the defective Supplies; and/or
- 10.3.2 repair or replace the defective Supplies at the Supplier's own expense and risk provided that, if the Supplier fails to do so, the Purchaser may arrange for them to be repaired or replaced (and all such costs incurred by the Purchaser shall be refunded by the Supplier within seven (7) days of the date the Purchaser's invoice is issued), and in either case the warranty for the repaired or replaced part(s) of the Supplies shall continue for twelve (12) calendar months from the date of acceptance by the Purchaser of the repaired or replacement Supplies.

10.4 The Supplier agrees that all warranties attaching to the Supplies shall be capable of being assigned to a customer of the Purchaser or other user by the Purchaser without prior written notice to the Supplier.

10.5 The Supplier warrants that it has not used or modified any software to which it does not own the rights ("Third Party Software") in connection with the development of, nor has it incorporated any such Third Party Software into, any of the Products where: (a) the use, modification or incorporation of such Third Party Software obliges or otherwise requires the Purchaser, the Supplier or the Purchaser's customer (i) to pay any sum of money to a third party, (ii) to provide to a third party source code or software upon request, at no charge or for a nominal or minimal charge, or (iii) to notify any of the foregoing to a third party; or (b) such Third Party Software was licensed to Supplier under the "GNU General Public License" or under the terms of any similar license.

10.6 The Supplier shall ensure that the Supplies, including, without limitation, all parts and components that are incorporated in the Supplies, are from the original patented source that owns the intellectual property of the Supplies ("Genuine"). The Supplier undertakes to adopt policies and procedures as necessary to ensure that it does

not trade in counterfeit Supplies and shall authenticate all Supplies supplied as Genuine. The Supplier shall, to the greatest extent permitted by applicable law, indemnify, defend and hold the Purchaser and the Purchaser's customer harmless from and against any and all risk, claim or loss arising from the supply hereunder of counterfeit Supplies, (including counterfeit parts or components of Supplies), including, without limitation, the consequences of the risk of failure of the Purchaser equipment used when the Supplies are used either in isolation or in combination with the Purchaser's equipment, assemblies, systems and/or products whether such failure is detected by the Purchaser or by the Purchaser's customer.

10.7 The provisions of this clause 10 shall survive termination of the Order, howsoever arising.

11. Indemnity

11.1 The Supplier shall indemnify and hold the Purchaser harmless against any and all liability, loss, claims, costs, expenses or damages of any nature whatsoever incurred by the Purchaser as a result of or in connection with:

11.1.1 the Supplier's breach of the Order;

11.1.2 any tortious (including negligent) acts, omissions or defaults of the Supplier in connection with the provision of the Supplies; and

11.1.3 the Supplier's breach of any of its statutory obligations.

11.2 Subject to clause 11.3, the Purchaser shall not be liable for any loss of income, loss of actual or anticipated profits, loss of business, loss of revenues, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, or for any incidental, indirect, special or consequential loss or damage of any kind arising out of or in connection with the Order, in each case howsoever arising and whether such loss or damage was foreseeable or in the contemplation of the parties and whether caused by tort (including negligence), breach of contract or otherwise. For any other potential liabilities incurred by the Purchaser under this Order, such aggregated liability is limited to the value of the individual Order affected.

11.3 Nothing in the Order shall exclude or limit the liability of either Party to the other for death or personal injury resulting from its negligence.

11.4 The provisions of this clause 11 shall survive termination of the Order, howsoever arising.

12. Insurance

12.1 The Supplier shall, as a minimum, maintain the following primary insurance policies 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 of it of the Supplies, including without limitation and without derogating from or limiting the provisions of clause 11 above:

12.1.1 a policy of insurance relating to Public Liability Insurance of an amount not less than £10 million per event or series of events (or such other sum as the Purchaser may specify) 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;

12.1.2 a policy of insurance relating to Product Liability Insurance of an amount not less than £10 million per event or series of events (or such other sum as the Purchaser may specify) 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;

12.1.3 a policy of insurance relating to Employers' Liability Insurance for an amount not less than £10 million or, if outside of the UK, the minimum amount required per event or series of related events (or such other sum as the Purchaser may specify);

12.1.4 where applicable, Marine Insurance for a combined limit of not less than £10 million (or such other sum as the Purchaser may specify);

12.1.5 a policy of insurance relating to motor vehicle insurance;

12.1.6 any other insurance which the Purchaser may require the Supplier to maintain as set out in the Order; and

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

12.2 The Supplier shall procure that such insurance is arranged on a continuing basis and evidence of such insurance protection shall upon request be provided to the Purchaser.

12.3 The Purchaser shall have the full benefit of such policies detailed in this clause 12 and, where applicable, such policies shall contain an indemnity to principal clause.

12.4 The Supplier shall notify its insurance companies if it is required to provide some of the Supplies on the Purchaser's site (or the Purchaser's customer's site) where there is construction movement and test of military and civilian aircraft,

- ships and vehicles and, where applicable, the Supplier shall procure adequate insurance cover as required by such insurance companies.
- 12.5 The Purchaser shall have no liability for damages or loss to any property of the Supplier or personal property of the Supplier's employees, agents or sub-contractors while such property is on the Purchaser's site (or the Purchaser's customer's site), regardless of howsoever or by whomsoever such damages or loss are caused.
- 13. Termination, Events Of Default & Remedies**
- 13.1 The Purchaser may at any time terminate the Order for convenience on giving the Supplier written notice **provided that** in such case the Purchaser agrees that it will reimburse the Supplier for any costs which the Supplier can prove it has reasonably and properly incurred as a direct consequence of such an early termination which shall represent full and final settlement of such early termination (the "Termination Sum"). For the avoidance of doubt, the Termination Sum shall not include any loss of anticipated profits or any consequential loss. The Supplier shall submit invoices to the Purchaser (which shall comply with the provisions of clause 9 above) for each of the Termination Sum and any outstanding sums due under the Order. This provision shall apply regardless of the reason for termination and whether or not clause 27.3 below has been invoked.
- 13.2 Each of the following events is an Event of Default:
- 13.2.1 the Supplier fails to comply with any of its obligations under the Order and, if that default is capable of remedy, the Supplier fails to cure that default within thirty (30) days of the Purchaser giving written notice to it requiring remedy; or
- 13.2.2 the Supplier is unable to pay its debts generally as they fall due; or
- 13.2.3 a resolution is passed at a meeting of the Supplier for (or to petition for) its winding-up or administration, or the Supplier presents any petition for its winding-up or administration, or an order for the winding-up or administration of the Supplier is made, (unless in each case it is a voluntary solvent winding-up, reconstruction, amalgamation or reorganisation or part of a solvent scheme of arrangement); or
- 13.2.4 the Supplier agrees to any kind of composition, rescheduling, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties; or
- 13.2.5 any administrative or other receiver or any manager of all or substantially all of the assets of the Supplier is appointed or an encumbrancer takes possession of, or any execution or distress is levied against, all or substantially all of the assets of the Supplier and which is not paid out or discharged within thirty (30) days after such appointment, taking possession or levy; or
- 13.2.6 the Supplier is acquired by or merged with any third party or any change of control shall occur; or
- 13.2.7 the Supplier is or may be unable, in the Purchaser's reasonable opinion, to perform its obligations under the Order.
- 13.3 On or at any time after the occurrence of an Event of Default, the Purchaser shall be entitled (without prejudice to any other right or remedy) on giving written notice to the Supplier to exercise any one or more of the following rights or remedies:
- 13.3.1 to reduce, reschedule or cancel any of the Supplies or to refuse to accept the provision of any further Supplies and in each case without having any liability to the Supplier;
- 13.3.2 to recover such damages as it may have sustained in connection with or as a result of such Event of Default; and/or
- 13.3.3 to terminate the Order in whole or in part.
- 13.4 Upon termination, howsoever arising, the Supplier shall immediately deliver to the Customer all Supplies whether or not then complete and return forthwith all of the Purchaser's information including but not limited to any Specifications, materials, equipment, tooling, data and other Confidential Information to the Purchaser and shall, if requested, provide the Purchaser with all such documentation and information as may be necessary to enable either the Purchaser or a third party to complete the Supplies ordered.
- 13.5 Upon receipt of notice of termination of the Order, the Supplier shall:
- 13.5.1 cease provision of the Supplies as directed by the Purchaser; and
- 13.5.2 minimise all its costs associated with the termination of the Order.
- 13.6 Termination of the Order shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly stated to survive, or which implicitly survives, termination.
- 13.7 The terms and conditions of the Order are in addition to any of the Purchaser's statutory and common law rights and shall not be in substitution for them.

14. Force Majeure

- 14.1 Neither Party shall be deemed in breach of the Order or liable to the other for delay in performing its obligations, or failure to perform any such obligations, under the Order, if the delay or failure results from Force Majeure provided that the affected Party:
- 14.1.1 promptly notifies the other Party, in writing, of the known or anticipated event which causes or may cause it;
 - 14.1.2 produces reasonable evidence of its occurrence;
 - 14.1.3 uses all reasonable endeavours to eliminate or minimise the delay and continues to fulfil its obligations to the extent that they are not affected by the Force Majeure;
 - 14.1.4 recommences its full performance as soon as is reasonably possible following its cessation; and
 - 14.1.5 gives notice of the cessation of any event previously notified to the other Party as likely to result in prevention or delay in execution of the Order.
- 14.2 If a Party is affected by Force Majeure, it will use its reasonable endeavours to mitigate its effect. Neither Party will be entitled to any payment from the other for any costs or expenses incurred as a result of it.
- 14.3 If a Force Majeure exceeds a continuous period of thirty (30) days, then the Purchaser shall have the right by written notice to the Supplier to terminate the Order immediately without having any liability to the Supplier except in respect of that part of the Supplies already delivered to and accepted by the Purchaser prior to such termination.

15. Intellectual Property Rights

- 15.1 The Supplier represents and warrants that it has full clear and unencumbered title to all items that are transferred to the Purchaser as part of the Supplies, and that at the date of delivery of such items to the Purchaser, it will have full and unrestricted rights to sell and transfer all such items to the Purchaser. The Supplier represents and warrants further that the Supplies and anything done by the Purchaser or its customer in relation to the Supplies will not infringe any Intellectual Property Rights of a third party.
- 15.2 The Supplier shall indemnify and hold the Purchaser harmless against all losses, claims, demands, charges, fees (including legal and other professional costs), payments, royalties, damages, costs and expenses of any kind arising from the infringement or alleged infringement of any Intellectual Property Rights owned or controlled by a third party arising out of or in connection with work done under the Order or to anything done by the Purchaser or its customer arising out of or in connection with the Supplies.
- 15.3 Where applicable, the Supplier agrees that all Intellectual Property Rights created as a result of the work undertaken by the Supplier, its agents or sub-contractors for the purpose of the Order shall vest in and be the absolute property of the Purchaser. Consequently, the Supplier assigns to the Purchaser, with full title guarantee and free from all third party rights, the 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 Intellectual Property Rights in the name of the Purchaser or its nominee, such acts to include (without limitation) the execution of documents. Additionally, the Supplier shall obtain waivers of all moral rights in any of the Supplies to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

16. Confidentiality and Data Protection

- 16.1 Except with the prior written consent of the Purchaser, the Supplier shall not disclose any details of the Order or the Supplies or any other Confidential Information. Disclosure of any Confidential Information shall be made in confidence and shall extend so far only as may be necessary for the purpose of the Order.
- 16.2 All documents, including (without prejudice to the generality) specifications, drawings, plans or other data and any information contained therein together with any Confidential Information supplied by the Purchaser for the purposes of the Order including all copies shall remain the property of the Purchaser and shall be returned to the Purchaser on completion of the Order or upon request of the Purchaser. The Supplier shall not use or permit any third party to use such documents or such information or any document or information generated by the Supplier under the Order for any purpose whatsoever other than the fulfilment of the Order.
- 16.3 The Supplier shall take such appropriate technical and organizational measures as are necessary to comply with the Data Protection Act 1998 (DPA) to protect against unauthorized or unlawful processing of Purchaser data and against accidental loss or destruction of, or damage to, Purchaser data. Reference to the DPA further includes the Data Protection Act 1998 and any amendments made to it together with subordinate legislation made under the DPA from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation. The Supplier shall also comply with the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy. The Supplier acknowledges that the Purchaser places great emphasis on confidentiality, integrity and availability of information and consequently

on the security of the Sites and the security of the Purchaser's systems. The Supplier also acknowledges the confidentiality of the Purchaser's data and shall ensure that no Purchaser data is copied to (including but not limited to) media, laptops, CDs, DVDs, USBs, external hard drives or email other than is necessary under the Order.

16.4 The provisions of this clause 16 shall survive termination of the Order, howsoever arising.

17. Offset

17.1 The Supplier understands that the Purchaser accrues offset obligations resulting from international sales. To assist in satisfying these obligations, the Purchaser may wish to take advantage of the Supplier's offshore supply chain and investment activity, in order that potential offset credits can be claimed in identified target markets.

17.2 The Supplier acknowledges that the Purchaser may utilise the total value of the Order and any sub-contracts placed by the Supplier arising from the Order, as fulfillment in whole or in part of any offset obligation placed, or to be placed, on the Purchaser by an overseas customer.

17.3 The Supplier shall first seek and obtain the Purchaser's written permission prior to using the Order and/or any sub-contracts arising from the Order in satisfaction of the Supplier's own or any of the Supplier's other customers' offset obligations.

17.4 On request by the Purchaser, the Supplier shall assist the relevant company in registering the Order with the appropriate bodies as a satisfactory offset.

18. Inducements, Ethics and Anti-Bribery

18.1 Whether acting alone or with others, the Supplier undertakes that it will not do, and warrants that prior to accepting the Order it has not done, any of the following:

18.1.1 induce an employee, agent or sub-contractor of the Purchaser to make any concession to or confer any benefit on the Supplier, refrain or withhold from doing any act or alter any of the requirements of the Order in return for any gift, money, benefit or other inducement; nor

18.1.2 without the prior written consent of the Purchaser, pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue of the Order; nor

18.1.3 encourage or facilitate an employee, agent or sub-contractor of the Purchaser to commit any act of dishonesty against the Purchaser which may benefit the employee, agent or sub-contractor of the Purchaser or be a detriment to the Purchaser, or both.

18.2 The Purchaser maintains an ethics programme and expects and encourages all its suppliers to embrace ethical values of a comparable standard (including a method for reporting possible violations).

18.3 Both parties agree that in connection with activities under the Order it shall not make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the US Foreign Corrupt Practices Act, the UK Bribery Act 2010 or other applicable anti-bribery laws. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage.

19. Publicity

19.1 The Supplier shall not publicise in any media or public announcement information regarding the terms of the Order or the Supplies provided without the prior written consent of the Purchaser.

20. Notices

20.1 Any notice under the Order sent by one Party to the other shall be in writing and shall be sent by first class post using recorded delivery to its address set out in the Order or to such other address as may from time to time be notified by the one to the other and shall be deemed to be delivered two (2) business days after posting if the other party is based within the United Kingdom and within five (5) business days after posting if the other party is based outside the United Kingdom. Proof of posting shall be used as evidence to calculate the date of delivery. E-mail or facsimile transmissions will not be an acceptable means of sending notices.

21. Waiver

21.1 A waiver of any right or remedy under the Order or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a Party to exercise any right or remedy provided under the Order or by law shall constitute a waiver of that right or remedy, nor shall it preclude or restrict the exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that right or remedy.

22. Severability

22.1 If any of the provisions of the Order are found to be invalid, illegal or unenforceable this shall not affect the validity of the remaining provisions. In the event of such occurrence, the Parties shall, in so far as it is legally permitted, agree on the replacement of the relevant provision with a valid one achieving the same or a similar purpose.

23. Amendment

- 23.1 No amendment to the Order shall be valid unless it is contained in an Order amendment issued by the Purchaser which the Supplier shall accept by signing and returning the Order Acknowledgement. Alternatively, if the Supplier fails to do this, the Supplier shall be deemed to have accepted the Order amendment as soon as it commences work by carrying out the work which reflects the amendment.

24. Assignment & Sub-Contracting

- 24.1 The Purchaser may at any time assign or transfer all or any of its rights and/or obligations under the Order without the consent of the Supplier.
- 24.2 The Supplier may not assign or transfer all or any of its rights and/or obligations under the Order without the prior written consent of the Purchaser.
- 24.3 The Supplier may not sub-contract any of its obligations under the Order without the prior written consent of the Purchaser except as is customary in the trade.

25. Entire Agreement

- 25.1 The Order, together with any non-disclosure agreement, confidentiality agreement or other agreement relating to the same subject matter the parties may have entered into separately, shall constitute the entire agreement between the parties with respect to the subject matter of the Contract and supersede any prior discussions, oral or written agreement with respect to the subject matter of the Contract provided that nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

26. Contracts (Rights of Third Parties) Act 1999

- 26.1 A third party who is not a Party to the Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Order but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

27. Law & Jurisdiction

- 27.1 The Order, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.
- 27.2 If there is any dispute at any time between the Parties arising out of or in connection with the Order, then the Parties shall use reasonable endeavours to resolve the dispute amicably.
- 27.3 Subject to the provisions of clause 27.2 above, the parties agree that any dispute arising out of or in connection with the Order, including any question regarding its existence, validity or termination, and any dispute relating to any non-contractual obligations arising out of or in connection with the Order, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English.