

# MEGGITT STANDARD GLOBAL TERMS AND CONDITIONS OF SALE

## 1 DEFINITIONS

“**Carrier**” means the agent or the carrier designated by you, or if none, the agent or the carrier chosen by us on your behalf who will accept delivery of the Product and/or your Property on your behalf and transport the same to you.

“**Change Order**” means any change to the Contract that has been approved in writing by you and us.

“**Contract**” means any contract between you and us for the supply of the Product and/or Services, resulting from your request or order placed by you, on these terms and conditions and the terms on the face of the document under which it is accepted by us.

“**Product**” means any products, components, goods or materials agreed in the Contract to be supplied to you by us (including any part or parts of them).

“**Services**” means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Contract to be provided to you by us (including any part or parts of them).

“**us**” or “**we**” or “**our**” or “**our company**” means the Meggitt company or corporation named on the quotation or Contract acceptance and/or who supplies the Product and/or Services.

“**you**” or “**your**” means the person(s), firm, company or corporation who purchases the Product and/or Services from us.

“**your Property**” means any property including any equipment and tooling issued free of charge provided or made available by you to us for the purpose of our supply of the Product or our performance of any Services.

## 2 BASIS OF ORDER AND ACKNOWLEDGEMENT

- 2.1 The Contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions you purport to apply in any Contract).
- 2.2 Any quotation provided by us shall be valid for fourteen (14) days only or such other time as we may specify in writing. Any quotation provided by us is not an offer and may be withdrawn or modified at any time.
- 2.3 You shall ensure that the terms of your purchase order or request are complete and accurate.
- 2.4 A minimum Contract value of US\$ 500 or currency equivalent shall apply unless we agree otherwise in writing. Minimum order quantities may apply at our discretion.
- 2.5 A Contract shall not be effective until we have issued written acknowledgment and acceptance of such Contract (notwithstanding any earlier confirmation of receipt). We may in our sole discretion decline any purchase order placed by you. No change or modification of the Contract shall be allowed after acceptance by us unless authorised by a Change Order delivered by you and accepted in writing by us.
- 2.6 If there is any conflict between our quotation and our acknowledgment of the Contract then the latter shall take precedence.

## 3 DESCRIPTION AND SPECIFICATION OF THE GOODS AND SERVICES

- 3.1 The description, part numbers and/or specification of the Product and/or Services shall be set out in our quotation or our acknowledgement of the Contract. All drawings, descriptions, weights, dimensions, etc. and advertising issued by us (for example, in our catalogues or price lists) are issued to provide an approximate idea of the Product and Services described in them and do not form part of the Contract unless expressly stated in the Contract or otherwise agreed to in writing by us.
- 3.2 You shall determine the suitability of the Product and Services for your use and/or application. You shall be solely responsible for the accuracy and regulatory compliance of your designs, drawings, specifications and other data supplied to us by you, even if we examine, inspect, study or comment to you regarding any such designs, drawings, specifications or other data.

## 4 DELIVERY AND ACCEPTANCE

- 4.1 Unless agreed otherwise by us in writing or expressly stated in the applicable price list or quotation provided to you:
  - (a) we will arrange for the Carrier to transport the Product and/or your Property (unless Section 4.1 (b) applies) at your risk and cost, and delivery will take place FCA (Incoterms 2020) when the Product and/or your Property is made available to the Carrier at our facility;
  - (b) you will arrange for the Carrier to transport your Property on which Services are to be performed and delivery will take place DAP (Incoterms 2020) when your Property is delivered by the Carrier at our facility.
- 4.2 Delivery dates for the supply of the Product and Services are estimates only and time is not of the essence. We will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Product, your Property and/or Services, nor will any delay entitle you to terminate or rescind the Contract.

- 4.3 If for any reason you do not take delivery of the Product or your Property, or we are unable to deliver the Product, your Property and/or the Services on the estimated delivery dates because you have not provided appropriate instructions, documents, licences, authorisations, etc., or you have not paid in advance those delivery costs advised to you pursuant to Section 4.4, then such Product and/or your Property will be deemed to have been delivered and risk shall pass to you. We may at our option:
- (a) store such Product and/or your Property until actual delivery whereupon you will be liable for all related costs and expenses (including without limitation storage and insurance); and/or
  - (b) re-allocate or take reasonable steps to sell such Product and/or your Property at the best price readily obtainable (after providing not less than thirty (30) days' prior written notice to you). We may charge you for any shortfall below the Contract price or account to you for any excess (after deducting all reasonable survey, repair, storage and selling expenses); and/or
  - (c) invoice you for all related costs and expenses incurred by us.
- 4.4 In the event that you do not approve our quotation within fourteen (14) days following the delivery of your Property to us or your receipt of our quotation (whichever is later), we shall have the right to charge you for all: (i) costs and expenses related to storing your Property; and (ii) delivery costs for returning your Property to you.
- 4.5 You shall promptly notify the Carrier of any damage to, loss from or non-receipt of any Product and/or your Property if transportation has been arranged by or on your behalf. We shall not be liable for any such damage, loss or non-receipt.
- 4.6 You may arrange for testing and inspection of the Product before shipment at our facility. If you have conducted such inspection, we shall not be liable for any claim made after shipment in respect to any defect in the Product which would have been apparent upon such inspection.
- 4.7 We may, at our option, make partial shipments of the Product and invoice you for each shipment individually in which case each delivery shall constitute a separate contract. Failure by us to deliver any one or more of the shipments in accordance with these terms and conditions or any claim by you in respect of any one or more shipments shall not entitle you to terminate the whole Contract or refuse to accept subsequent shipments. You shall accept any early delivery.
- 4.8 You will be deemed to have accepted the Product as being in accordance with the Contract, we shall have no liability for any defect and/or failure and you shall be bound to pay the price unless:
- (a) within fifteen (15) days of the date of delivery of the Product, you notify us in writing of any defect apparent upon inspection of the Product to conform with the Contract; or
  - (b) you notify us in writing of any failure of the Product to conform to the Contract within a reasonable time where the defect and/or failure would not be so apparent within fifteen (15) days of the date of delivery.
- 4.9 You shall be responsible for checking that all documentation supplied by us to you is accurate and free from error. We agree to remedy any inaccuracies/errors in such documentation provided that you have notified us of the inaccuracies/errors within thirty (30) days of receipt of the relevant document(s). Beyond such period, we reserve the right to charge an administration fee for any amendments made.

## **5 PASSING OF RISK AND TITLE**

- 5.1 The risk in the Product and your Property shall pass to you on delivery as set forth herein.
- 5.2 Subject to Section 5.4, full legal, beneficial and equitable title to the Product shall remain vested in us (even though they have been delivered and risk has passed to you) until we give written notice to you to pass legal and beneficial ownership of the Product to you or, if earlier:
- (a) payment in full, in cash or cleared funds, for all the Product has been received by us; and
  - (b) all other money payable by you to us on any other account or under the Contract or any other contract or order has been received by us.
- 5.3 Until full legal, beneficial and equitable title to and property in the Product passes to you:
- (a) you shall hold the Product on a fiduciary basis as our bailee and shall store the Product at your premises, insure them without any charge to us, and keep them clearly identifiable as belonging to us; and
  - (b) we may, on demand and without prior notice, repossess and resell the Product if any of the events specified in Section 12.3 occurs or if any sum due to us from you is not paid when due and for this purpose, we, our employees, agents and sub-contractors will be entitled to unrestricted access to any premises where any of the Product is situated.
- 5.4 We hereby authorise you to use and/or sell the Product in the normal course of your business and to pass good title in the Product to your purchasers, if they are purchasers in good faith without notice of our rights. This right shall automatically cease on the occurrence of any event set out in Section 12.3 and/or if any sum owed to us by you is not paid when due. If you sell the Product prior to paying the full price thereof: (i) you shall hold the proceeds of sale on trust for us; and (ii) title to the Product shall pass from us to you immediately prior to you entering into a contract for the sale of the Product.

- 5.5 Our rights and remedies set forth herein are in addition to and shall not in any way prejudice, limit or restrict any of our other rights or remedies under the Contract or in law or equity. We shall be entitled to maintain an action against you for the price of the Product notwithstanding that legal, equitable and beneficial title to and property in the Product has not passed to you.
- 5.6 Title to your Property shall at no time pass to us unless you specifically agree otherwise in writing, or Section 4.3 (b) applies.
- 5.7 Risk in your Property shall pass to us on delivery to us and remain with us at all times while in our possession or control.

## **6 CONTRACT PRICE**

- 6.1 We reserve the right to adjust prices where necessary before a Contract is accepted notwithstanding the prices stated in any price list or quotation. The price charged in respect of the Product and/or Services supplied shall be the price that is current at the date of delivery. We shall not normally perform Services until you have confirmed your agreement to the estimated price.
- 6.2 We reserve the right, by giving notice to you at any time before delivery, to increase the price of the Product and/or Services to reflect any increase in the cost to us which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labour, materials, or other costs of manufacture or supply); any change in the quantities of the Product requested by you; any change in the delivery dates of the Product and/or Services requested by you; or any delay or cost caused by any of your instructions or failure by you to give us adequate information or instructions.
- 6.3 Unless otherwise agreed in writing, the price for the Product and/or Services shall be exclusive of any taxes (including sales tax) or levies and you will pay all costs and charges in relation to packaging (other than standard packaging), loading, unloading, carriage, freight and insurance, together with export and/or import charges or duties, where appropriate.

## **7 PAYMENT TERMS**

- 7.1 Unless agreed otherwise by us in writing or expressly stated in the quotation provided to you, payment for the Product and/or Services and other charges is due thirty (30) days after the date of our invoice for this Contract. We may issue a separate invoice for each Contract or for each shipment (if more than one) under a Contract. You shall pay the amount stated in our invoice in the currency required by the invoice in immediately available funds, without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise. Payment must be made to us at the address or account stated on the invoice. Time of payment is of the essence.
- 7.2 We reserve the right to revise payment terms at any time and to request guarantees, security, stage payments or cash in advance for the Product and/or Services. We may, at our discretion, refuse or limit deferred payment terms to you.
- 7.3 We may agree to accept payment for the Product and/or Services by credit card provided that you shall in addition to the price of the Product and/or Services pay any charge levied by the credit card company in respect of such transaction.
- 7.4 Notwithstanding any other provision, all payments payable to us under the Contract shall become due immediately upon termination of the Contract for whatever reason.
- 7.5 If any sum owed by you under the Contract, or any other contract or order, is not paid to us on or before the due date for payment, then all sums that you owe to us or any of our affiliates shall become due and payable immediately and, without prejudice to any other right or remedy available to us, we and any of our affiliates shall be entitled to:
- (a) cancel or suspend performance of the Contract or any other contract or order placed with us or any affiliate including suspending deliveries of the Product, Services and/or any other goods until arrangements as to payment or credit have been established which are satisfactory to us; and/or
  - (b) require you to pay for the Product and/or Services prior to shipment from our place of business; and/or
  - (c) charge you interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment at the rate of four per cent (4%) per annum above the London Interbank Offered Rate (LIBOR) prevailing from time to time (or such other rate which is legally permissible) until payment is made in full.

## **8 WARRANTY**

- 8.1 We warrant that the Product furnished hereunder shall, at the time of delivery, be free from defects in material and workmanship. Services shall be performed with reasonable skill and care.
- 8.2 You shall submit to us reasonable written details (on our prescribed form if required) establishing a breach of the warranty set forth above. Unless agreed otherwise by us in writing, our liability for failure of any Product or Service to comply with the foregoing shall be limited to replacing or repairing that Product and/or to re-performing the Services found to be defective within six (6) months of delivery. Such Product will be repaired or replaced, at our option, or Services re-performed, without charge, and re-warranted for the remainder of the original warranty period.
- 8.3 We shall pay all reasonable return packaging and transportation costs of a valid warranty claim. We are not liable for the removal of the Product from, or installation of the Product into, any other property to which it may be attached or incorporated.
- 8.4 If requested by us, you shall promptly deliver back to us any Product and/or materials which have been replaced and legal title to the replaced Product shall re-vest in us.

- 8.5 Our performance of one of the options set out in Section 8.2 shall constitute an entire discharge of our liability for breach of the warranty at Section 8.1.
- 8.6 For Product that is returned under warranty and is tested and no fault found, we will be entitled to reimbursement from you for reasonable charges incurred for transportation, testing and evaluation.
- 8.7 For any Product not manufactured by us, you shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to us, to the extent that it is assignable by us to you.
- 8.8 We shall not be liable for a breach of the warranty at Section 8.1 in any of the following circumstances: (i) the Product or parts thereof have been modified, altered, installed, used or serviced other than in conformity with our applicable specifications, manuals, bulletins or written instructions, or which shall have been subjected to improper installation, misuse or neglect; (ii) the Product has not been maintained and operated in accordance with our instructions; (iii) normal wear and tear, willful or accidental damage, harsh environment or experimental running; (iv) the Product or parts thereof have been furnished by you or acquired from others at your request and/or to your specifications, and any use or incorporation of components not manufactured by or authorised by us in the Product; (v) the Product is expendable in nature, such as, but not limited to, diodes, transistors, o-rings, tyres, flexible hoses, seals, igniter plugs or fuses; (vi) Product with a stated shelf life or "use by" date, if such shelf life has expired or "use by" date has passed; (vii) tooling purchased or made for the purpose of manufacturing the Product; (viii) you or your customer fail to afford us a reasonable opportunity to inspect the Product or Services; (ix) the price for the Product or Services, or any other goods or services supplied by us or our affiliates, has not been received in full.
- 8.9 Minor deviations from specifications which do not affect performance of the Product shall not be deemed to constitute defects in materials or workmanship or a failure to comply with the specifications referred to herein. The need for regular overhaul of the Product shall not constitute a defect or failure for the purposes of the warranty at Section 8.1.
- 8.10 In relation to any software that may be incorporated into the Product, we give no warranty that: (i) the functions of the software will meet your requirements or will enable you to attain the objectives you have set for yourself; (ii) the software will operate in the combination or environment selected for use by you; or (iii) the operation of the software will be uninterrupted or free of errors. You shall be solely responsible for the results produced by the software and ensuring that the results comply with your specified requirements.
- 8.11 **OTHER THAN AS SET OUT IN SECTION 8.1, ALL WARRANTIES, CONDITIONS, TERMS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE CONTRACT.**

## **9 EXCLUSION AND LIMITATION OF LIABILITY**

- 9.1 These terms and conditions set out our entire liability (including any liability for the acts or omissions of our sub-contractors) in respect of the Product and/or Services supplied by us and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 9.2 Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited. ANY LIMITATION OR EXCLUSION OF LIABILITY SHALL APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.
- 9.3 IN NO EVENT SHALL WE BE LIABLE FOR: (1) ANY LOSS OF ANTICIPATED PROFITS; (2) ANY LOSS OF ACTUAL PROFITS, (DIRECT OR INDIRECT); (3) ANY LOSS OF ANTICIPATED SAVINGS; (4) ANY LOSS OF BUSINESS OR REVENUE; (5) ANY ECONOMIC LOSS OF WHATEVER NATURE; (6) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE, OR PUNITIVE OR EXEMPLARY DAMAGES, HOWSOEVER CAUSED; (7) ANY LOSS ARISING AS A RESULT OF ANY THIRD PARTY BRINGING A CLAIM OF ANY NATURE WHATSOEVER; AND/OR (8) ANY LOSS RESULTING FROM USE, APPLICATION OF OR RESULTS OBTAINED FROM ANY SOFTWARE INCORPORATED INTO THE PRODUCT. WE SHALL NOT BE LIABLE FOR ANY SUCH LOSS WHETHER OR NOT ANY SUCH LOSS OR DAMAGE WAS FORESEEN, DIRECT, FORSEEABLE, KNOWN OR OTHERWISE.
- 9.4 SUBJECT TO SECTION 9.2, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT WHETHER FOR NEGLIGENCE OR BREACH OF CONTRACT OR FOR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE PRICE PAID BY YOU FOR THE PRODUCT OR SERVICES GIVING RISE TO YOUR CLAIM. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THE CONTRACT, WE SHALL HAVE NO LIABILITY FOR THE USE BY YOU OF COMPONENT PARTS INCLUDING SOFTWARE IN THE PRODUCT WHICH ARE NOT MANUFACTURED BY OR AUTHORISED BY US.
- 9.5 **TO THE EXTENT PERMITTED BY LAW, THE PERIOD IN WHICH ANY CLAIM ARISING OUT OF OR RELATED TO THE CONTRACT MUST BE BROUGHT IS LIMITED TO THREE (3) YEARS FROM THE DATE THAT SUCH CLAIM OR CAUSE OF ACTION IS DISCOVERED OR SHOULD HAVE BEEN DISCOVERED WITH THE EXERCISE OF DUE DILIGENCE, AND NO CLAIM MAY BE BROUGHT AFTER THE EXPIRY OF THIS AGREED LIMITATION PERIOD.**
- 9.6 The Product and Services are not designed, manufactured or supplied for clinical use and are not approved by the US Food and Drug Administration or other agencies for clinical or medical applications. You agree to indemnify and hold us harmless from and against any and all claims, actions, judgments, orders, awards, costs and/or expenses, on account of bodily injury including death and/or property damage sustained by you, your employees and/or third parties which arise out of or in connection with the medical or clinical use of the Product or Services.
- 9.7 We shall not be in breach of the Contract or otherwise liable to you for any delay or failure in shipment or delivery of the Product or Services or any other delay or failure to perform our obligations under the Contract due to the CoVID-19 pandemic.

## **10 SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS**

- 10.1 You shall not be entitled to assign, charge, subcontract or transfer the Contract or any part of it without our prior written consent.
- 10.2 We may assign, charge, subcontract or transfer the Contract or any part of it to any person, including our affiliates, without your consent.
- 10.3 Other than our affiliates, a person who is not a party to the Contract (including without limitation any employee, officer, agent, representative or sub-contractor of either party) shall not have any right to enforce any term of the Contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of us and you.
- 10.4 Without prejudice to the intention of the parties to give no rights to third parties under the Contract, any term of the Contract can be varied and the Contract can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Contract.

## **11 FORCE MAJEURE**

- 11.1 We shall not be in breach of the Contract or otherwise liable to you for any delay or failure in shipment or delivery of the Product or Services or any other delay or failure to perform our obligations under the Contract due to any cause beyond our reasonable control, including, without limitation, epidemic or pandemic (including but not limited to the CoVID-19 pandemic), war, terrorism, breakdown of plant or machinery, fire, flood, strikes or other labour disturbance, accidents, Act of God, governmental order or requirement, interruption, obsolescence or shortage of materials, transportation facilities or energy supply, or events beyond the reasonable control of our suppliers or subcontractors ("Force Majeure") and we shall be excused from deliveries to the extent that deliveries may be prevented or delayed by the foregoing Force Majeure. During any such Force Majeure, we will endeavour in good faith to allocate deliveries fairly among our buyers but expressly reserve in our discretion, without liability to you, the final determination of deliveries to be made. If said Force Majeure continues for a continuous period in excess of ninety (90) days we may terminate the Contract without liability by providing written notice to you.

## **12 CONTRACT CANCELLATION, BREACH OF CONTRACT AND INSOLVENCY**

- 12.1 You may only cancel the Contract (or any part of the Contract) with our prior agreement in writing and provided you indemnify us in full in terms established by us. Cancellation charges may apply to such cancellation including but not limited to: (i) all amounts due under the Contract in respect of work performed and/or Product delivered up to the date of cancellation; (ii) any sums which have been paid by us or become payable as a result of the cancellation to our subcontractors and supply chain to procure all or any part of the Product or Services; (iii) the cost of any work, materials and tooling incurred by us, including initial costs and preparatory expenses allocable thereto, used exclusively by us to supply the Product and Services; (iv) any non-recurring engineering and project investment costs not paid by you or recovered by us under the Contract; (v) the costs of settling and paying any losses, damages or claims arising out of the termination of work; and (vi) reimbursing any other reasonable and proper sums suffered or incurred by us solely in connection with or resulting from the cancellation of the Contract including without limitation overheads and profit we would have earned under the Contract.
- 12.2 You shall pay all cancellation charges within thirty (30) days of the date of demand.
- 12.3 In the event (i) you commit a breach of any of your obligations under the Contract and fail to remedy such breach within a period of fourteen (14) days; or (ii) you fail to make payment under the Contract when due, or suspend payments or are unable to pay your debts as they fall due; or (iii) of the institution of any proceedings by or against you, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of an administrator, administrative receiver, receiver or trustee or an assignee for the benefit of the creditors of your business or property; or (iv) you suffer or undergo an analogous event to that mentioned in Section 12.3(ii) and (iii) in the country in which you are established; or (v) you cease, or threaten to cease, to carry on business; or (vi) we reasonably believe that any of the above events are about to occur in relation to you, then we shall be entitled to cancel the Contract forthwith by written notice without prejudice to any rights arising prior to said cancellation. You shall pay cancellation charges as set out in this Section.

## **13 CARE AND USE OF YOUR PROPERTY**

- 13.1 It shall be your responsibility to ensure that any tooling and/or material issued free of charge and any or all of your Property delivered to us by you or on your behalf are safe and suitable for manufacture of or incorporation into the Product or for the Services to be performed in accordance with all regulatory guidelines and procedures.
- 13.2 We shall use your Property solely for the purpose of the Contract and shall at your expense maintain your Property in good order, condition and repair while it is in our possession or control.
- 13.3 On completion or termination of the Contract, unless otherwise directed by you in writing, we shall deliver your Property to you in accordance with Section 4.
- 13.4 Without prejudice to any other rights and remedies which we may have under the Contract, we shall, in respect of all debts owed by you to us, have a general lien on any of your Property in our possession and we shall be entitled after thirty (30) days' prior written notice to you to dispose of such Property as we think fit and to apply any proceeds of sale towards the payment of such debts.

## **14 EXPORT AND GOVERNMENTAL COMPLIANCE**

- 14.1 You and we agree to comply with all applicable governmental regulations as they relate to the import, export and re-export of information and/or the Product and/or your Property and/or our property. Without limiting the foregoing, neither you nor we shall

disclose or deliver any information or Product and/or your Property and/or our property provided hereunder in any manner contrary to any applicable export or import laws and regulations. You and we acknowledge that these laws and regulations impose restrictions on import, export and transfer to third countries of certain categories of information and products, and that authorisations/licences from the applicable regulatory agency may be required before such information and Product and/or your Property and/or our property can be disclosed or delivered hereunder, and that such authorisations/licences may impose further restrictions on use and further disclosure or delivery of such information and Product and/or your Property and/or our property.

14.2 We shall not be liable for delays or refusals by governmental authorities or other authorities to grant licences or approvals, nor for suspension or revocation thereof, nor for changes in export classification. You must deliver requested information, including requested end-user information, necessary for export licences to be granted and or necessary for us to determine if a licence or other type of authorisation is required.

14.3 In relation to both domestic and international transactions, you must provide us with export classification information for all of your Property and information delivered to us in relation to the Contract. Export classification information includes the applicable export control number, the country of origin and, for hardware only, the Harmonized Tariff Code. We will supply you with similar export classification information for the Product and/or information for which we have design authority. Each of us will promptly notify the other upon a change in classification information.

14.4 Prior to our acceptance of any purchase order which will involve the shipment of the Product across international borders, you shall provide us with an end-user statement duly completed and signed by an authorised representative of the end-user and containing all necessary information as required by applicable trade compliance laws and regulations.

## **15 NOTICES**

15.1 Any notice to be given under the Contract shall be sufficient if it is in writing, addressed for the attention of the chief executive officer of the other party, or otherwise as directed by each party from time to time, and delivered personally, or via registered or certified mail (postage prepaid with return receipt requested) (with a request for confirmation in a manner typical to the communication types listed previously). Notice shall be deemed sent and received on the date of actual receipt at the other party's principal place of business.

## **16 INTELLECTUAL PROPERTY RIGHTS**

16.1 Any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright and any applications for them) in the Product and/or Services in any moulds, tools, designs, drawings, specifications and/or production data owned by us or created by us in the course of the performance of the Contract or otherwise used in the manufacture of the Product and/or the provision of the Services shall remain our property unless otherwise expressly agreed in writing by us. We grant, on full payment for the Product and Services, the non-exclusive right for you and bona fide purchasers from you to use, for the operation of the Product or Services for their intended purpose only, (i) any software supplied with, or embedded in, the Product and Services, and (ii) technical manuals and instructions relating to operation and maintenance of the Product and Services. You hereby grant to us a non-assignable, non-exclusive, royalty-free licence to use any intellectual property rights (including, without limitation, patents, registered and unregistered designs, trademarks and service marks (registered or not) and copyright and any applications for them) owned by you to the extent necessary for us to supply the whole or any part of the Product and/or Services in accordance with the Contract. Except as expressly stated herein, nothing in the Contract shall be deemed to have given you a licence or any other right to use any of our intellectual property rights unless otherwise expressly agreed in writing by us.

## **17 CONFIDENTIALITY AND DATA PROTECTION**

17.1 You and we shall each keep confidential and shall not, without the prior written consent of the other, disclose to any third party or otherwise make public the terms or existence of the Contract (including any pricing provisions), any quotation provided or any other confidential or sensitive information of the other.

17.2 You agree that you will not exhibit the Product or any advertisements or price lists relating to any of our products or services without our prior written consent.

17.3 In relation to any personal data/personal information (as defined by applicable legislation) provided or made available to you by us ("Data"), you must (i) process the Data only in accordance with our lawful instructions; (ii) take appropriate technical and organisational measures against unauthorised or unlawful processing and against accidental loss of the Data; (iii) not disclose such Data to any party who carries on business outside the European Economic Area (EEA) if it originated in the EEA; (iv) cooperate fully with us to enable us to adequately discharge our responsibility as a data controller including assisting with data subject access requests, security, breach notifications, impact assessments and consultations with supervisory authorities and regulators; (v) not sell the Data; (vi) not retain, use or disclose the Data outside the business relationship between you and us or for any other purpose than for performing the Contract; (vii) notify us without undue delay on becoming aware of any data breach; and (viii) on our request, allow us to audit the your compliance with this Section. By proceeding with this Contract, you certify that you will comply with these obligations.

## **18 ANTI CORRUPTION, ETHICS AND POLICIES**

18.1 You warrant that your directors, employees, agents, representatives, contractors and subcontractors and any other person acting on your behalf will not:

- (a) offer, give or agree to give or receive, request or accept any financial or other advantage of any kind as an inducement or reward for doing or not doing any improper act or for the improper performance of any function associated with the order or the Product or Services; nor



- (b) act in any way which would constitute an offence by you or would cause us to commit an offence under any anti-bribery legislation; nor
- (c) employ any workers under the age of 15 or, in those countries subject to the developing country exception of the ILO Convention 138, employ any workers under the age of 14; nor
- (d) fail to comply with applicable anti-slavery legislation.

18.2 If you breach any of the above warranties, we shall be entitled to terminate the Contract by written notice with immediate effect. Any termination shall be without prejudice to our accrued rights.

18.3 You shall indemnify and hold us harmless from any loss, damage and expense, including all legal fees, incurred or sustained by us which is caused by or arises as a result of a breach of any of these warranties.

## **19 GENERAL**

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

19.2 Our rights and remedies in respect of the Contract shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by us nor by any failure of or delay by us in ascertaining or exercising any such rights or remedies. The waiver by us of any breach of the Contract shall not prevent the subsequent enforcement of the Contract and shall not be deemed to be a waiver of any subsequent breach of that or any other terms and conditions.

19.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under such condition shall not affect the validity and enforceability of the rest of the Contract.

19.4 The Contract sets out the entire agreement and understanding between you and us in connection with the sale of the Product and/or Services and shall supersede and replace all documentation previously issued by us or you. In case of conflict, agreed terms appearing on the face of the Contract shall take precedence over these terms and conditions, and these terms and conditions take precedence over any other documents referred to in the Contract.

19.5 Headings are for reference only and shall not affect the interpretation of these terms and conditions.

## **20 LAW AND JURISDICTION**

20.1 The Contract shall in all respects be construed according to and governed by the laws of the jurisdiction in which our company is located. If our company is located in the United States of America then the law of the State of California shall govern the Contract without regard to conflict of law principles.

20.2 The United Nations Conventions on Contracts for the International Sale of Goods 1980 shall not apply to any aspect of this Contract.

20.3 All disputes arising out of or in connection with the Contract shall be referred to and resolved by binding arbitration in London under the Rules of the London Court of International Arbitration except for our US companies for which the binding arbitration shall be administered in Los Angeles County, State of California by JAMS pursuant to its Streamlined Arbitration Rules and Procedures.

20.4 Notwithstanding Section 20.3, we may take proceedings or seek remedies before the courts or any competent authority of any country for (i) interim or injunctive remedies in relation to any breach or threatened breach of this Contract or infringement of our intellectual property rights; or (ii) payment to us of any amount which is overdue.

**1 April 2020**