

Company Controlled Document	Q-SCM-001 (CCD / IFS Doc. No.)	B Rev.
<b>Terms &amp; Conditions of Purchase</b>		SMaP UK

## 1. DEFINITIONS

“**Brexit**” shall mean the withdrawal of the United Kingdom from the European Union.

“**Bribery laws**” means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010 and all other applicable UK legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent legislation in any other relevant jurisdiction”.

“**Conflict minerals**” shall mean minerals mined in an area of armed conflict and traded illicitly to finance the fighting (especially in Africa). Coltan has been termed a conflict mineral, along with cassiterite, wolframite, and gold.

“**Contract**” shall mean any contract resulting from this Order.

“**GDPR**” shall mean the General Data Protection Regulation (Regulation (EU) 2016/679)

“**Goods**” shall mean the supplies to be delivered under the Contract and shall be deemed to include any service(s).

“**Modern Slavery**” (**MSA**) shall mean the Supplier's anti-slavery and human trafficking policy in force and notified to the Supplier from time to time.

“**Purchaser**” shall mean Ultra Electronics PMES a division of Ultra Electronics Limited.

“**Purchase Order**”, “**Order**”, “**Contract**” or “**Agreement**” means this Order, including change notices, supplements, amendments, or modifications thereto, except where the context indicates that a particular Order document or other particular document is being referred to

“**Services**” means any effort provided by Supplier under this Order including, without limitation, installation, repair and maintenance Services, design, engineering, technical, construction, training, consulting, professional

“**Supplier**” means the legal entity providing Goods and/or Services or otherwise performing work pursuant to this Order.

“**REACH**” shall mean the Registration, Evaluation, Authorisation and restriction of Chemicals.

## 2. APPLICATION

The following terms and conditions shall apply in respect of the Order and the Contract and any attempted alteration or qualification by the Supplier of these terms and conditions and any other term and condition which the Supplier seeks to impose will be inoperative and inapplicable. Entry into performance of the Contract by the Supplier shall constitute conclusive evidence of the Supplier’s acceptance of these terms and conditions.

## 3. PRICES

3.1 Unless otherwise specifically stated in the Order and subject to Clause 12 below all prices shall be fixed and firm and shall not be varied. Unless otherwise agreed the prices shall include all delivery and packing.

3.2 Supplier warrants that the prices for the Goods sold or Services provided to Purchaser are not more than those currently extended to any other customer for the same or similar Goods or Services in similar quantities.

## 4. DELIVERY

4.1 The Supplier shall complete and deliver the Goods at the time or times specified in the Order and in this respect time shall be of the essence.

4.2 If all or any Goods are not delivered or completed by the time or times specified in the Order then the Purchaser shall be entitled to determine the Contract in respect of such Goods and/or in respect of any Goods already delivered or completed under the Contract. On such determination the Purchaser shall be entitled:

- (a) To return to the Supplier at the Supplier’s risk and expense any of the Goods already delivered and to recover from the Supplier any money paid by the Purchaser in respect of such Goods and in respect of any work or services already completed.
- (b) To recover from the Supplier any consequential loss including (but not limited to) any additional expenditure incurred by the Purchaser in obtaining other goods, work or services in replacement of those in respect of which the Contract has been determined.
- (c) Suppliers total liability will not exceed Contract value.

Company Controlled Document	Q-SCM-001 (CCD / IFS Doc. No.)	B Rev.
<b>Terms &amp; Conditions of Purchase</b>		SMaP UK

4.3 The Purchaser may at any time or times by notice in writing to the Supplier postpone the date(s) for delivery of any Goods without thereby incurring any liability and the Supplier shall deliver such Goods on the date(s) so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement.

4.4 Unless otherwise agreed with the Purchaser in writing, the Supplier shall be responsible for carriage, insurance, transport, all relevant licenses, all related costs, and all other costs associated with the delivery of the Goods to the delivery location and unloading of the Goods at that location. The Supplier shall be responsible for obtaining all export and import licenses for the Goods and shall be responsible for any delays to the delivery time due to such licenses not being available when required. In the case of any Goods supplied from outside the European Union, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin of the Goods.

4.5 If the Supplier fails to deliver any item of key equipment by the delivery date, upon the expiration of a grace period of one (1) week, the Supplier shall pay to the Purchaser by way of Liquidated Damages a sum equal to 1% of the key equipment value for each and every complete week of delay between the delivery date and the actual date on which the equipment is delivered to the Purchaser for a maximum of 10 weeks up to a maximum value of 10% of the key equipment.

## 5. ACCEPTANCE AND REJECTION

5.1 The Purchaser shall have the right to reject the Goods, or any of them at any time or times upon or following delivery if the Goods or any of them are in respect defective or not in conformity with the requirements and warranty set out in Clause 25 or otherwise not in conformity with the Order or the Contract. Goods rejected will be removed by the Supplier forthwith within 14 calendar days of notice of rejection at the Supplier's expense and the Supplier will forthwith refund to the Purchaser the price thereof if paid.

5.2 Purchaser shall accept or reject Goods within thirty (30) calendar days after delivery, unless otherwise provided in the Order. Purchaser's failure to inspect and accept or reject the Goods shall not relieve the Supplier from responsibility, nor impose liability on purchaser, for nonconforming Goods.

5.3 Inspections and tests by Purchaser do not relieve the Supplier of responsibility for defects or other failures to meet Order requirements discovered before acceptance. Purchaser's acceptance also does not relieve Supplier from responsibility for latent defects, fraud, gross mistakes, or as otherwise provided in the contract.

5.4 If acceptance is not conclusive for any of the reasons in paragraph (5.3), Purchaser, in addition to any other rights and remedies provided by law, or under other provisions of this Order, shall have the right to require the Supplier at no increase in Order price, to correct or replace the defective or nonconforming Goods in accordance with a reasonable delivery schedule as may be agreed upon between the Supplier and Purchaser's Representative.

5.5 Purchaser's rights under this Section shall be in addition to and shall not be deemed to diminish its rights under this Order including the section hereof entitled "Warranty" or under any other warranties, express or implied, provided by Supplier.

## 6. GOODS NOT REQUIRED

6.1 Should the Purchaser decide at any time that it no longer requires all or part of any undelivered Goods the Purchaser shall be entitled to terminate the Contract with respect to the Goods which are not required by serving on the Supplier written notice to that effect.

6.2 The expression "termination notice" means a notice so served and the expression "termination goods" means the Goods which are not required.

6.3 Upon receipt of a termination notice the Supplier shall forthwith (except as may otherwise be directed by the Purchaser).

- (a) Stop work on the termination goods and ensure that no further steps are taken to produce the termination goods.
- (b) Endeavour to realise salvage on the termination goods.

6.4 The Purchaser shall incur no liability whatsoever to the Supplier in respect of any such termination and shall not be liable to the Supplier for any loss or damage whatsoever resulting from any such termination except that the Purchaser shall within a reasonable time after being requested to do so and receiving full details supporting the Supplier's claim pay to the Supplier a reasonable amount for work carried out by the Supplier on the termination goods prior to receipt of the termination notice and the price paid or payable by the Supplier for material and parts which prior to such receipt were properly purchased by and delivered to the Supplier for the purpose of being incorporated in the termination goods (such reasonable amount being calculated after deducting the value of all salvage realised or reasonably capable of realisation to the termination goods.)

6.5 No such termination shall affect or alter the Contract with respect to any goods or materials which are not the subject of the termination.

## 7. RISK

Unless otherwise agreed, including any agreement to the Contract incorporated by reference to INCOTERMS 2010, the risk in the Goods shall remain with the Supplier until delivery to the place specified in the Order.

Company Controlled Document	Q-SCM-001 (CCD / IFS Doc. No.)	B Rev.
<b>Terms &amp; Conditions of Purchase</b>		SMaP UK

## 8. PRODUCT LIABILITY/ INSURANCE

8.1 The Supplier undertakes to indemnify the Purchaser against all claim, proceedings, damage, loss, expenditure, costs and liability which may be made or brought against the Purchaser or which the Purchaser may sustain or incur under the provisions of the Consumer Protection Act 1987 or otherwise in respect of or in relation to or in connection with the Goods whether or not the goods have been incorporated into other equipment or goods.

8.2 The Supplier shall at all times during the continuance of the Contract and thereafter maintain product liability insurance in an amount not less than £1,000,000 (one million pounds Sterling) or an equivalent amount satisfactory to the Purchaser and shall from time to time at the request of the Purchaser furnish to the Purchaser a copy of the policy and evidence of payment of the premium thereof.

8.3 Supplier agrees, in any instance where any claims, suits, actions or legal proceedings, are brought against the Supplier and in any way affect Purchaser's interests under this Order or otherwise, that the Supplier shall notify Purchaser in a timely manner (not to exceed five (5) business days) after learning of any actual or threatened claims, suits, actions or legal proceedings, and shall not at any time consummate any settlement or admit to any liability on the part of Purchaser without Purchaser's prior written consent.

## 9. PACKING

All goods shall be delivered suitably packaged to the destination specified on the face of the Order. The Supplier shall not charge the Purchaser for pallets, containers or packaging and the Purchaser shall not be responsible for storage or return of such items.

## 10. ADVICE NOTES

10.1 Where the point of delivery is other than the Purchaser's factory a complete set of all despatch documents shall be sent to the Purchaser on the day of despatch. If UK import duty is chargeable on any Goods the Supplier shall notify the Purchaser in sufficient time for Customs arrangements to be made such that import of items required for re-export may be made duty free.

10.2 Packing lists, release notes and Certificates of Conformity shall accompany delivery of the Goods where appropriate. Except for packing lists, separate documents must be included for each Order number with each consignment of Goods, stating clearly the description, quantity, weights, serial, part, drawing specification and Order numbers, together with the issue numbers applicable to the manufacturing standard of the Goods, (the specification referred to being the technical requirements as stated in the Order.)

## 11. INVOICES

Invoices must state clearly the Order number and Order line item number, applicable serial, part, drawing, release and advice note numbers, descriptions, quantities and weights, VAT and Supplier's VAT registration number. Subject to the Supplier complying with its obligations under the Contract payments of invoices shall be made 90 days after the last day of the month of delivery.

## 12. VARIATIONS

12.1 The Purchaser shall have the right to vary the Contract at any time or times by notice in writing to the Supplier (including any variation(s) in design and/or specification). If such variation involves an increase or decrease in the total quantity of Goods ordered or in the work to be performed by the Supplier or in cost or acceleration in the time for delivery or performance a fair and reasonable adjustment shall be made to the Contract price and/or the time(s) for delivery or performance and the Supplier shall provide all necessary facilities and information to assist the Purchaser in agreeing such adjustments. If the Supplier wishes to make any claim for adjustment under this paragraph it shall deliver the same in writing to the Purchaser within 14 days after the date on which the notice is received.

12.2 No variation or amendment proposed by the Supplier shall be binding upon the Purchaser unless agreed by the Purchaser and confirmed by the Purchaser in writing by an officially authorised amendment to the original Contract.

12.3 Notwithstanding any pending claims for adjustment submitted by Supplier, Supplier shall diligently proceed with the performance of this Order, as directed by Purchaser and nothing herein shall be construed as relieving Supplier of its obligations to perform.

## 13. STATUTORY REQUIREMENTS

The Supplier will comply with the requirements of the Health and Safety at Work Act 1974 and any other relevant legislation (including without limitation those relating to the notification of precautions to be observed in relation to Goods and their handling and operation and storage). The Supplier shall ensure that full details of all such precautions shall accompany each consignment of Goods and that the Purchaser is notified of all restrictions and/or limitations as to the shelf life of Goods forthwith after the Contract comes into effect.

Company Controlled Document	Q-SCM-001 (CCD / IFS Doc. No.)	B Rev.
<b>Terms &amp; Conditions of Purchase</b>		SMaP UK

#### 14. DEFECTS

14.1 If within 36 months after delivery or within 24 months after being put into service (whichever period shall last expire) any of the Goods or parts thereof are found to be in any respect defective as to design, materials or workmanship or to be in any respect conformity with the requirements and warranty set out in Clause 25 or otherwise not in conformity with the Order or the Contract the Supplier shall upon notification by the Purchaser to that effect forthwith at the cost of the Supplier, remedy such defects or non-conformity or at the option of the Purchaser replace such Goods or parts and deliver and refit the replacements as directed by the Purchaser. The foregoing provisions of this clause shall apply to the Goods or parts remedied and to the replacements until the expiry of 24 months from the date on which the remedial work is completed or (in the case of replacements) until the expiry of 24 months from the date of delivery of the replacements.

14.2 The Supplier shall pay to the Purchaser the amount of all loss, damage, cost and expense which the Purchaser may sustain or incur and shall indemnify the Purchaser against all claims and proceedings and liability which may be brought against or incurred by the Purchaser as a result of the supply of any defective or non-conforming goods or parts. The total sum payable shall in no circumstances exceed a sum equal to the Contract Value.

#### 15. INTELLECTUAL PROPERTY RIGHTS

15.1 All inventions, designs, methods, processes, data and software discovered or generated as a result or in the course of the contract and all intellectual property rights therein and anything produced in the course of the contract shall belong to the Purchaser and the Supplier assigns and agrees to assign the same to the Purchaser.

15.2 Supplier shall indemnify and defend Purchaser, Purchaser's customers and employees against liability and losses, including costs, for infringement of any United Kingdom or foreign patent, copyright, trademark, or other intellectual property arising out of the manufacture of delivery of the Goods or performance of Services under this Order.

#### 16. INDEMNITY

16.1 If any Goods, apparatus, devices or processes supplied under the Contract or used in connection therewith or anything done in relation thereto shall infringe or be alleged to infringe any patent registered design, trademark, copyright or other intellectual property right the Supplier shall indemnify the Purchaser against all claims, damages, expenditure and liability which the Purchaser may sustain or incur by reason of or in connection with such infringement or alleged infringement.

16.2 Supplier agrees to indemnify, protect, and defend Purchaser, its directors, employees, and agents and assigns ("Indemnified Person(s)") from any liability, claim of liability, cost, expense, reasonable legal fees, loss, or damage, including, without limitation, death or injury to any person or damage to property, resulting from or arising out of Supplier's performance under the Order, including, without limitation, by reason of negligence, breach of warranty, defect in design, material, workmanship or Service, unless caused by the sole negligence of the Indemnified Person.

#### 17. SUB-CONTRACTING AND ASSIGNMENT

No Goods shall be sub-contracted by the supplier without the prior consent of the Purchaser. The Supplier upon request by the Purchaser shall supply copies of all purchase orders placed upon the sub-contractor in those cases where permission has been granted to sub-contract. None of the Supplier's rights or obligations under the Contract shall be assigned to a third party without the prior written consent of the Purchaser. Sub-contracting by the Supplier shall in no way affect or derogate from the Purchaser's rights under the Contract.

#### 18. FREE ISSUE MATERIAL. ARTICLES ON LOAN

18.1 Where Goods are manufactured from material supplied by the Purchaser, unless agreed otherwise replacements for any spoiled or lost material shall be ordered from the Purchaser at Supplier's liability and expense. If the Supplier for whatever reason scraps material or components supplied free issue by Purchaser, the Supplier shall be responsible for all costs previously insured by Purchaser including but not limited to material cost and added value.

18.2 Any articles of documentation loaned to Supplier by Purchaser in connection with the Contract will remain at all times the property of the Purchaser and be surrendered to Purchaser upon demand in good serviceable condition and are to be used solely in connection with the Contract. Such loaned articles shall be at the risk of the Supplier and incurred by the Supplier at the Supplier's expense against loss or damage. Where the Contract price includes the cost of making or purchasing tooling and/or inspection equipment, these become the property of the Purchaser on completion of the Contract or earlier termination and shall be held in safe custody properly identified and maintained until disposal instructions are issued by the Purchaser and shall only be used by the Supplier in connection with the contract and other contracts from the Purchaser. Supplier shall provide copies of drawings of such articles to Purchaser on request and at no extra charge.

18.3 Supplier agrees not to reverse engineer, copy any Purchaser-Funded Items, special tooling or special test equipment for any purpose other than performance of this or other Orders for Purchaser.

18.4 In connection to the Order Purchaser shall have the right to make reasonable inspection of Supplier's premises, in order to verify compliance to the Order.

Company Controlled Document	Q-SCM-001 (CCD / IFS Doc. No.)	B Rev.
<b>Terms &amp; Conditions of Purchase</b>		SMaP UK

## 19. Termination

19.1 Purchaser may, at any time by written notice to Supplier, terminate all or any part of this Order for Purchaser's convenience, in which event Supplier agrees to stop work immediately as to the terminated portion of this Order and to notify subcontractor(s) to stop work, and protect and preserve property in its possession in which Purchaser has an interest. If this Order is terminated, in whole or in part, for Purchaser's convenience, Supplier shall be paid an amount, to be mutually agreed upon, which shall be adequate to cover the reasonable cost of Supplier's actual performance of Services under this Order to the effective date of termination, plus a reasonable profit thereon provided that no amount shall be paid to Supplier for

- (i) any anticipatory profits related to Services under this Order not yet performed, or
- (ii) costs incurred due to Supplier's failure to terminate work as ordered on the effective date of termination.

19.2 In no event shall the termination charges and all previous payments made under this Order exceed the total Order value shown on the face of this Order.

19.3 Supplier shall submit to Purchaser all claims resulting from such termination within thirty (30) calendar days after Supplier's receipt of Purchaser's notice of termination. Purchaser shall have, upon reasonable advanced notice, the right to inspect Supplier's records, facilities, work, and materials relating to performance of the Order for purposes of evaluating Supplier's claim

19.4 In the event that the Purchaser elects to procure elsewhere replacements in accordance with this clause the Supplier shall promptly provide the Purchaser with all information which may be reasonably be required to facilitate such change of supplier as well as delivering to purchaser immediately upon request any materials, dies, tooling and drawings etc., the property of Purchaser whether produced under the Order or free issued.

## 20. LIQUIDATION OR BANKRUPTCY

Should the Supplier (being an individual) commit any act of bankruptcy or if a receiving order shall be made against him, or if Supplier (being the company) shall enter into an arrangement or composition with its creditors or have a receiver or manager appointed or go into liquidation whether voluntary or otherwise (except for the purpose of amalgamation or reconstruction which in the opinion of the Purchaser is not detrimental to the Purchaser) or should Purchaser consider that Supplier other than payment for completed Goods then in any such event Purchaser shall have the right to terminate the Purchase Order by notice in writing to Seller or to the administrative receiver, liquidator, administrator or to any person in whom the Purchase Order may become vested, or give such administrative receiver, liquidator, administrator or other person the option of carrying out the Purchase Order subject to providing a guarantee for the due and faithful performance of the Purchase Order up to an amount to be agreed.

## 21. ACCESS

21.1 The Purchaser reserves the right both for itself and its nominees to inspect progress of work under the Contract during normal business hours and Supplier shall grant and procure access for these purposes. The Purchaser will give at least three days' notice of such a visit to the Supplier.

21.2 Access will include the processes, associated documents and records related to quality assurance, quality control and configuration control.

21.3 When the Supplier is contracted to perform a service on the Purchaser's premises, Supplier agrees to follow all of the site's applicable Environmental, Health & Safety procedures.

21.4 Supplier will notify Purchaser of any change in the location of Supplier's facility.

## 22. CONFIDENTIALITY

The Order and the Contract and the subject matter thereof and any samples supplied by the Purchaser and all information supplied by the Purchaser and relating in any way to the Purchaser's business, processes, research or property shall be treated as and kept confidential by the Supplier and the Supplier shall not disclose any of them or any details concerning them for any purpose whatsoever (including advertisements, display or publication) without the Purchaser's prior consent in writing, nor shall the Supplier use any of them except for the purpose of performing the Contract.

## 23. PUBLICITY

Subject to Supplier Trade Compliance Agreements the Supplier shall, free of any charge, give such publicity to the award of the Order and participate in such publicity activities relating thereto as the Purchaser shall reasonably request.

Company Controlled Document	Q-SCM-001 (CCD / IFS Doc. No.)	B Rev.
<b>Terms &amp; Conditions of Purchase</b>	SMaP UK	

## 24. DELIVERIES MADE

- 24.1 If the Supplier delivers quantities in excess of the quantity due the Purchaser shall have the right to accept at a reduced price or to reject the quantity of that due.
- 24.2 If the Supplier delivers a lesser quantity than that due the Purchaser shall have the right to pay only for the quantity delivered and to accept the same in lieu of the proper quantity and the Supplier shall upon request deliver the outstanding quantity to the Purchaser free of charge.
- 24.3 The Purchaser shall not be obliged to accept delivery of any Goods prior to the delivery date and if the Purchaser shall do so:
- a) The Purchaser shall be entitled to charge storage to the Supplier.
  - b) The date for payment shall be calculated to the due delivery date.

## 25. QUANTITY, QUALITY AND DESCRIPTION OF GOODS

The Goods shall conform as regards quantity, quality and description with all the requirements of the Order and the Contract and shall be of sound materials, workmanship and design. If samples or patterns or specifications shall have been provided or given the Goods shall also conform to them. The Purchaser relies upon the skill and judgement of the Supplier and the Supplier warrants that the Goods shall be fit for the purpose and capable of the performance required by the Purchaser.

## 26. ADDITIONAL PURCHASE CONDITIONS AS FOLLOWS

If the Supplier wishes to deliver an item which does not meet the technical, quality or other requirements specified in the order, a request in writing is to be made to Ultra Electronics PMES Purchasing Department for concession/approval to supply.

## 27. HAZARDOUS MATERIALS

- 27.1 The Supplier shall ensure that all hazard data or operational information required within the Substances Hazardous to Health Regulations Customer Protection Act and Safety at Work Act are forwarded to the Purchasers Quality Department detailing the Purchase Order Number, prior to despatch.
- 27.2 Supplier represents and warrants that it shall perform all obligations under this Agreement in compliance with all applicable national, EU, and local environmental, health and safety laws and regulations.
- 27.3 Supplier shall notify Purchaser if it decides not to Preregister or Register substances that will be subject to Preregistration or Registration under REACH and are constituting or contained in Goods at least 12 months before their Registration or Registration deadline. Supplier will monitor the publication by the European Chemicals Agency of the list of substances meeting the criteria for Authorization under REACH (the "candidate list") and immediately notify Purchaser if any of the Goods contain a substance officially proposed for listing on the candidate list.
- 27.4 Supplier shall provide Purchaser with the name of the substance as well as with sufficient information to allow Purchaser to safely use the Goods or fulfil its own obligations under REACH.

## 28. OTHER RIGHTS AND OBLIGATIONS

The rights and remedies of the Purchaser and the obligations of the Supplier expressed herein are additional to and are not in substitution for or derogation from any other rights and remedies available to the Purchaser or any other obligations of the Supplier under statute or common or other law or custom.

## 29. APPLICABLE LAW

The construction, interpretation, validity and performance of the Order and the Contract and these Terms and Conditions shall be governed by the laws of England and Wales and any dispute arising between the parties shall be litigated in the English Civil Courts under English Law. The Supplier submits to the exclusive jurisdiction of the English Civil Courts.

Company Controlled Document	Q-SCM-001 (CCD / IFS Doc. No.)	B Rev.
<b>Terms &amp; Conditions of Purchase</b>		SMaP UK

### 30. MODERN SLAVERY ACT

30.1 The Supplier shall implement due diligence procedures for its own suppliers and subcontractors to ensure that there is no slavery or human trafficking in its supply chains.

30.2 The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the principles of the Modern Slavery Act 2015.

30.3 Any breach of Clause 30 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Purchaser to terminate the Contract with immediate effect.

### 31. GENERAL DATA PROTECTION REGULATIONS (GDPR)

The Supplier under the General Data Protection Regulation (Regulation (EU) 2016/679) and Data Protection Act 2018, and in conjunction with this Order, is bound by the Regulation and the Act amongst other things, to implement appropriate technical and organisational measures to ensure an appropriate level of security of data including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage.

### 32. ANTI-BRIBERY

32.1 For the purposes of this Clause 32 the expressions "adequate procedures" and "associated with" shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

32.2 Each party shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that: all of that party's personnel, and all of that party's subcontractors, involved in performing the Contract so comply.

32.3 Neither party shall make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received on its behalf.

32.4 Each party shall immediately notify the other as soon as it becomes aware of a breach or possible breach of any of the requirements in this Clause 32.

### 33. GOVERNMENT IMPORT / EXPORT REGULATIONS

Supplier shall comply with the export control requirements of the United Kingdom, including but not limited to the Export Control Act of 2002, and the UK Export Control Order of 2008, as amended.

### 34. CONFLICT MINERALS

34.1 Supplier recognizes, the legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals"). The Supplier commits to have in place a supply chain policy process to undertake

- (1) a reasonable inquiry into the country of origin of Conflict Minerals incorporated into Goods it provides Purchaser;
- (2) due diligence of its supply chain,
- (3) risk assessment and mitigation actions necessary.

### 35. ARBITRATION

If any dispute arises relating to this Agreement, the parties will endeavor to resolve the dispute amicably, by designating senior managers who will meet and use commercially reasonable efforts to resolve any such dispute. If the parties' senior managers do not resolve the dispute within sixty (60) days of first written request, either party may request that the dispute be settled and finally determined by binding arbitration before the London Court of Arbitration in accordance with its rules. Pending final resolution of any dispute, Supplier will diligently proceed with the performance of this Order, including the delivery of Goods, as directed by Purchaser.

Company Controlled Document	Q-SCM-001    B (CCD / IFS Doc. No.)    Rev.
<b>Terms &amp; Conditions of Purchase</b>	SMaP UK

### 36. COUNTERFEIT GOODS

36.1 Supplier represents and warrants that Counterfeit Goods are not contained in Goods delivered to Purchaser through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Goods.

36.2 In the event Supplier becomes aware or suspects that it has furnished Counterfeit Goods, it shall immediately notify Purchaser and replace Counterfeit Goods with genuine goods.

### 37. BREXIT

In the event of Brexit, if either Party considers that the consequences of Brexit materially increase the costs of it performing its obligations under this Agreement and/or reduces its income under this Agreement and/or otherwise adversely affects the benefit it derives from this Agreement, such Party may give notice to the other of the same, and shall promptly supply such details and evidence of such consequences as may reasonably be required by the other Party). Within fourteen (14) days of the other Party receiving such notice, the Parties shall discuss in good faith and agree whether any amendments are required to this Agreement as a result of Brexit, such that the provisions of this Agreement maintain the same overall balance of obligations, benefits, liabilities and risk between the Parties as applied at the date of this Agreement. The Parties agree that the imposition of tariffs and other trade barriers relating to the subject matter of this Agreement and not in existence at the date of the Agreement shall be considered a change in the overall balance."

BRIEF REVISION HISTORY			
Rev.	Status	Date	Description
A	Released	04/02/15	New Procedure
B	Draft	29/04/19	New Revision

APPROVAL REQUIREMENTS			
Reviewer	Andrew Langman	Title	Quality Engineer
Reviewer	Jack Ward	Title	Supply Chain Team Leader
Reviewer	Laine Stokes	Title	Commercial Manager
*Process Owner	Tony Donkin	Title	Supply Chain Manager
*Author	Alex Main	Title	Contracts Manager