

HELLERMANN TYTON S.A.S.
STANDARD CONDITIONS OF PURCHASE – GOODS AND SERVICES

1. INTERPRETATION

1.1 The following definitions and rules of interpretation in this clause shall apply in these Conditions:

“Company”	shall mean HellermannTyton S.A.S., a company registered in France with company number 612 056 549;
“Conditions”	means the standard terms and conditions in this document and any special terms and conditions agreed in writing between the Company and the Supplier and signed by a duly authorized representative of each party;
“Contract”	means the contract between the Company and the Supplier for the sale and purchase of the Goods in accordance with these Conditions and the Order;
“Deliverables”	all documents, products and materials developed by Supplier or its employees, agents & sub-contractors as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
“Goods”	means the goods (including any installment of the goods) or any part thereof, which the Supplier agrees to supply under the Contract and described on the face of the Company's Order;
“Intellectual Property Rights”	means all rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
“Laws”	means all laws, statutory instruments, regulations, directives, codes of practice and standards and any subsequent amendments thereto as defined in Article 15 thereafter;
“Order”	means the Company's order for Goods and/or Services as set out in Company's purchase order form or Company's written acceptance of Supplier's quotation, as the case may be;
“Price”	means the price paid for the Goods or Services under this Contract;
“Quality & Environmental Standards”	means the following quality and environmental standards as applicable to the Supplier's obligations under the Contract in respect of all purchases or raw materials or technical specifications or environmental considerations (as the case may be), including ISO 9001:2008, ISO 9001:2014, ISO TS 16949:2008, ISO 14001:2004, ISO 14004:2004, AS9100:2009 and any other quality, environmental or other standards as may be required of Supplier by Company from time to time;
“Supplier”	means the person or firm from whom the Company purchases the Goods and/or Services as set out in the Order;
“Services”	the works and/or services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;
“Service Parts”	means any product used for after sale services purposes and intended to replace the equivalent Production Part. The Service Parts shall be supplied at full production assembly level and/or at sub component level, as the case may be.
“Service Specification”	the description or specification for Services agreed in writing by the parties;
“Goods Specification”	any specification for the Goods, including any related design, plans, drawings, and sample that is agreed by the Company and the Supplier;
“Warranty Period”	means either (a) where the Goods (excluding plant, machinery, tools or equipment) are supplied for use by the Company, a period of 24 months following the date of delivery; or (b) where the Goods are to be purchased for supply by the Company to third parties, a period of 24 months following the date of delivery of the Goods to such third party; or (c) where the Goods include plant, machinery, tools or equipment, a period of 24 months following the date of delivery.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of these Conditions.
- 1.3 A "person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and vice versa.
- 1.5 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 Any words following the terms "including", "include", "in particular", "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. FORMATION AND INCORPORATION

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate at any time, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Company to purchase the Goods or Services in accordance with these Conditions.
- 2.3 Any written acceptance of the Order (unless clearly stated on its face to be a counter offer) or any act by the Supplier consistent with fulfilling the Order shall constitute an unconditional acceptance of these Conditions, at which point the Contract shall come into existence notwithstanding any conflicting conditions that may be endorsed on the Supplier's quotation, acceptance or other documentation of Supplier relating to the Contract.
- 2.4 The Company shall be entitled to vary or cancel an Order in respect of all or part only of the Goods or Services by giving notice to the Supplier at any time prior to delivery or performance. In the case of Order cancellation, the Company's sole liability shall be to pay the Supplier the price for the Goods in respect of which the Company has exercised its right of cancellation, less the Supplier's net saving of cost arising from cancellation.

3. SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
 - 3.1.1 correspond with their description and any applicable Goods Specification;
 - 3.1.2 be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgment;
 - 3.1.3 be free from defects in design, materials and workmanship and remain so for the Warranty Period;
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labeling, packaging, storage, handling and delivery of the Goods; and
 - 3.1.5 Be manufactured, labeled, packaged, stored, handled and delivered in accordance with the Quality & Environmental Standards and with Company's requirements.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3 The Company shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Company shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.6 Supplier will sell to the Company goods necessary for Company to fulfill its maintenance obligations and replacement parts requirements at the price(s) set forth in the Contract, adjusted only for differences in packaging and logistics costs, all as approved by Company. If the goods are systems or modules, Supplier will sell the components or parts that comprise the system or module at price(s) that will not, in the aggregate, exceed the price of the system or module less assembly costs. During the 15-year period after Company completes Goods purchases, Supplier will sell Goods to Company to fulfill Company's maintenance obligations and replacement parts requirements.
- 3.7 Where Goods include plant, machinery, tools or equipment, the Supplier undertakes to make spare parts available to the Company at Supplier's standard list price for at least ten (10) years from installation / commissioning of such Goods and such undertaking shall extend to spare parts manufactured by Supplier or by a third party for and on behalf of Supplier.
- 3.8 Where Goods provided to Company relate to any aerospace or automotive application/project or any Order or similar document from Company contains any reference to the Quality and Environmental Standard AS9100:2009, IATF16949:2016 quality certification, OHSAS 18001 health and safety certification and ISO 14001 environmental certification including registration, the Supplier shall comply with the provisions of clause 16 below.

4. DELIVERY OF GOODS

- 4.1 The Goods shall be delivered to the place, on the dates and in the quantity specified on the Order and unless agreed otherwise in writing by the Company, in relation to all deliveries of Goods, time shall be of the essence. Unless otherwise agreed by the parties, delivery is deemed to include offloading and placement of the Goods to the Company's reasonable instructions.
- 4.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
- 4.3 Failure to deliver the Goods as specified in clause 4.1 above shall entitle the Company to terminate the Contract without compensation or other liability to the Supplier. In the event of such termination, the Company shall be entitled to recover from the Supplier any damages for any other costs, loss (including but not limited to direct, indirect and/or consequential loss) or expenses incurred by the Company in any way attributable to Supplier's failure to deliver the Goods in accordance with clause 4.1 above or to carry out its obligations under the Contract.
- 4.4 Unless otherwise agreed in writing by the Company, all Goods supplied are to be delivered by the Supplier DDP (Incoterms® 2010) to the address specified in the Order.
- 4.5 The Company reserves the right to refuse delivery of the Goods or any part of the Goods if they are delivered

before the date and time specified in the Order.

- 4.6 Title in the Goods shall pass to the Company upon the earlier of (i) delivery of the Goods to Company; or (ii) Company having made payment for Goods made in advance of / prior to delivery of the Goods and the Goods have been appropriated to the Contract.

5. SUPPLY OF SERVICES

- 5.1 The Supplier shall from the date set out in the Order and for the duration of the Contract provide the Services to Company in accordance with the terms of the Contract.
- 5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by Company. Time shall be of the essence in relation to the provision of Services.
- 5.3 In providing the Services, the Supplier shall and shall ensure that any of its employees, agents and permitted subcontractors engaged in the provision of the Services shall:
- (a) co-operate with Company in all matters relating to the Services, and comply with all instructions of Company, including instructions for use and maintenance of the molds
 - (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and in accordance with all applicable Quality & Environmental Standards and with Company's requirements;
 - (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
 - (d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - (f) use the best quality goods, materials, standards and techniques (including but not limited to the Quality & Environmental Standards), and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;
 - (g) obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws and regulations;
 - (h) acknowledge that hazardous operations are carried out on parts of Company's premises and accordingly Supplier shall observe all health and safety rules and regulations and any other safety and security requirements that apply at any of the Company's premises;
 - (i) hold all materials, equipment, tools and raw materials, drawings, specifications and data supplied by the Company ("Materials") to the Supplier in safe custody at its own risk, maintain the Materials in good condition until returned to the Company, and not dispose or use such Materials other than in accordance with the Company's written instructions or authorization; and
 - (j) Not do anything which may cause the Company to lose any license, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services.
- 5.4 In receiving the Services, the Company shall:-
- (a) provide the Supplier with reasonable access at reasonable times to the Company's premises for the purpose of providing the Services; and
 - (b) Provide such information as the Supplier may reasonably request for the provision of the Services and the Company considers reasonably necessary for the purpose of providing the Services.
- 5.5 Where Services provided to Company relate to any aerospace or automotive application/project or any Order or similar document from Company contains any reference to the Quality and Environmental Standard AS9100:2009, IATF16949:2016 quality certification, OHSAS 18001 health and safety certification and ISO 14001 environmental certification including registration, the Supplier shall comply with the provisions of clause 16 below.

6. COMPANY REMEDIES

- 6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Company shall, without limiting its other rights or remedies, have one or more of the following rights:
- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party;
 - (d) where the Company has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
 - (e) To invoice administrative costs of 200 euros and to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such dates.
- 6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1, then, without limiting its other rights or remedies, the Company shall have one or more of the following rights, whether or not it has accepted the Goods:
- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid), in either case within seven (7) days;
 - (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - (e) to recover from the Supplier any expenditure incurred by the Company in obtaining substitute goods from a third party; and
 - (f) to invoice administrative costs of 200 euros and to claim damages for any additional costs, loss or expenses

- incurred by the Company arising from the Supplier's failure to supply Goods in accordance with the Contract
- 6.3 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 6.4 The Company's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
7. PRICE & PAYMENT
- 7.1 The price of the Goods shall be that stated on the face of the Order and shall not be subject to any variation (whether on account of increased material, labour or transport costs, fluctuations in the rates of exchange or otherwise) without the prior written consent of the Company.
- 7.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Company, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.3 Where the supply of the Goods or Services is subject to the addition of Value Added Tax (or any other tax or duty now or hereafter imposed other than a tax on the income of the Supplier) the amount required to be charged shall be identified as a separate item of account, failing which the price shall be deemed to include that amount. Upon request by the Company, the Supplier shall produce to the Company satisfactory evidence of the amount due.
- 7.4 Unless otherwise agreed in writing by the Company, the price of the Goods shall include all charges for secure and proper packaging and packing acceptable to the Company and all transportation, insurance costs and delivery to the address specified on the face of the Order.
- 7.5 Unless otherwise agreed in writing by the Company, the Supplier shall not invoice the Company until performance of the Contract in respect of the Goods and/or Services (as the case may be) has been completed. Each invoice shall include such supporting information, required by the Company, to verify the accuracy of the invoice, including but not limited to the relevant Order number, identity and address the particular Company site which placed the Order.
- 7.6 Unless otherwise agreed in writing by the Company, payment shall be due 60 days following the date on which performance of the Contract is completed or a correctly rendered invoice is received by the Company, whichever is later. For the avoidance of doubt, if the Supplier's invoice is incorrectly rendered, Company's obligation to pay shall not apply until Company's receipt of a correctly rendered invoice and the due date for payment shall be adjusted accordingly to ensure Company's time for payment is not prejudiced by Supplier's mistake.
- 7.7 All payments will be made without prejudice to the Company's right to reject the Goods, claim reimbursement or damages if the goods, material or service prove unsatisfactory or are not in accordance with the Company's orders or instructions. The Supplier's obligation to supply the Goods or Services shall not be affected by any invoice or payment dispute.
- 7.8 The Supplier shall maintain and shall procure that its agents and permitted subcontractors maintain complete and accurate records of the time spent and materials used by the Supplier (or such agents and permitted subcontractors) in providing the Goods or the Services, and the Supplier shall allow the Company to inspect such records at all reasonable times on request.
- 7.9 The Company reserves the right to set off any sums in respect of which the Supplier may be indebted or in default to the Company, whether or not in connection with the supply of the Goods and/or Services, against any amount now or hereafter owing by the Company to the Supplier.
8. SPECIFICATIONS & COMPANY MATERIALS
- 8.1 The Supplier acknowledges that any materials, equipment, tools and molds, Service Specifications or Goods Specifications, plans, drawings, data, patterns or designs supplied by the Company to the Supplier ("Company Materials") and all rights in the Company Materials shall remain the property of the Company and any information, ideas or know-how derived there from or otherwise communicated to the Supplier shall not, without the prior written consent of the Company, be published or otherwise disclosed to any third party, or made use of by the Supplier, and Supplier shall keep the Company Materials in safe custody at its own risk, maintain them in good condition and use them in due diligence until returned to the Company at its first request, and shall not dispose of or use the same except as required by the Company strictly for the purposes of performance of this Contract.
- 8.2 Without prejudice to the generality of the foregoing where any aforementioned Specification has been supplied by the Company: -
- 8.2.1 The copyright, design right and all other Intellectual Property Rights in the Goods shall remain vested in the Company.
- 8.2.2 The Supplier agrees not to sell the Goods to any person except where required to do so by the Company's Order or otherwise permitted in writing by the Company.
- 8.2.3 The Supplier undertakes not to manufacture any quantity in excess of +/- 5% of the Order for the purpose of sale. Any such variances to the Order quantity within this range must be advised prior to dispatch; and
- 8.2.4 The drawings and/or Specifications and/or tooling and/or patterns will remain the Company's property. The Supplier must return them on demand and must not keep any copies or disclose them or any details about them to any third party.
- 8.3 The Supplier shall ensure that the Company and/or any representatives of regulatory authorities may have access to Supplier's quality management system documentation as may be required from time to time.
9. RISK
- 9.1 The risk of any loss or damage to the Goods or otherwise associated with ownership of the Goods shall pass to the Company upon completion of delivery thereof in accordance with the provisions of this Contract.
- 9.2 Where the Company is responsible for arranging insurance of the Goods during transit, the Supplier shall give the Company adequate and timely notice of any matters which the Company requires in order to effect such insurance and shall indemnify the Company against any loss suffered by the Company by reason of any failure to do so.
- 9.3 Risk in any Deliverables or other product of the Services shall remain with Supplier until acceptance by Company.
10. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS
- 10.1 A party ("Receiving Party") shall keep in strict confidence all technical or commercial know-how, specifications,

inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("Disclosing Party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 10.1 shall survive termination of the Contract.

- 10.2 In respect of the Goods and any goods that are transferred to the Company as part of the Services hereunder, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Company, it will have full and unrestricted rights to sell and transfer all such items to the Company.
- 10.3 The Supplier assigns to the Company, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

11. FORCE MAJEURE

- 11.1 Neither party (the "Affected Party") shall be in breach of the Contract nor liable for delay in performing, or failure to perform any of its obligations under it provided that:-
- 11.1.1 such delay in performance or non-performance results from events of circumstances outside the Affected Party's reasonable control (including without limitation, Acts of God, war, riot, industrial action (except where involving employees of the Affected Party) or measures of any kind of a governmental or inter- governmental authority;
- 11.1.2 the Affected Party promptly notifies the other party in writing of the reason for the delay and the likely duration of the delay; and
- 11.1.3 Where Supplier is the Affected Party, any costs arising from any such delay in performance or non- performance shall be borne by the Supplier.
- 11.2 Notwithstanding the above, the Affected Party shall use its best endeavors to mitigate the effect of a force majeure event on the performance of its obligations.
- 11.3 If a force majeure event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than four (4) weeks, the Company may terminate the Contract immediately by giving written notice to the Supplier.

12. INDEMNITY

- 12.1 The Supplier shall (i) keep the Company indemnified against, and (ii) held the Company harmless from any claim made against her by a third party; for all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred as a result of or in connection with:
- (a) actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods or Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - (b) death, personal injury or damage to property arising out of or in connection with defects in Goods or Services, to the extent that the defects in the Goods or Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - (c) breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
- 12.2 This clause 12 shall survive termination of the Contract.

13. INSURANCE

- 13.1 During the term of the Contract and for a period of ten (10) years thereafter, the Supplier shall (and shall procure that its agents and permitted subcontractors shall) maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Company's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14. TERMINATION

- 14.1 Without limiting its other rights or remedies, the Company may terminate the Contract:
- 14.1.1 in respect of the supply of Services, by giving the Supplier ten (10) working days' written notice; and
- 14.1.2 in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 14.2 In any of the circumstances in these Conditions in which Company may terminate the Contract, where both Goods and Services are supplied, Company may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining obligations.
- 14.3 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- 14.3.1 the Supplier commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within ten (10) days of receipt of notice in writing to do so;
- 14.3.2 the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
- 14.3.3 insolvency of Seller (including, without limitation, a circumstance in which Seller's liabilities exceed its assets or Seller is unable to pay its debts as they come due);
- 14.3.4 appointment of a receiver, trustee or administrator over Seller or its assets; or

- 14.3.5 Execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Supplier will inform Company immediately should any of these events occur or Supplier becomes aware of events or circumstances likely to give rise to any such events. Supplier will reimburse Company for all costs and expenses incurred by Company in connection with any of these events (regardless of whether Company exercises its termination rights with respect thereto, including, without limitation, all legal or other professional fees).
- 14.4 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 14.5 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect, including without limitation clauses 10 (Confidentiality and Intellectual Property Rights), 12 (Indemnity), 13 (Insurance), 17.7 (Governing Law) and 17.8 (Jurisdiction).
- 14.6 On termination of the Contract for any reason the Supplier shall immediately deliver to the Company all Deliverables whether or not then complete, and return all Company materials, raw materials, equipment and tools. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract

15. COMPLIANCE WITH LAWS

- 15.1 The Supplier shall comply and shall ensure that its subcontractors and suppliers comply with the Laws, statutory instruments, rules, regulations, directives, codes of practice and standards and any subsequent amendments or standards of the country(ies) of destination including but not limited to:
 - 15.1.1 the U.S. Foreign Corrupt Practices Act and the United Kingdom Bribery Act 2010, as amended from time to time, (the "UKBA") or any other applicable anti-corruption, anti-money laundering and prevention of terrorism laws; and
 - 15.1.2 The United Kingdom Modern Slavery Act 2015 as amended from time to time (the "Modern Slavery Act"), or any other applicable anti-slavery and human trafficking laws.
- 15.2 Supplier agrees to comply with all applicable export control and sanctions laws and regulations of the United States of America, of member States of the European Union, and any other relevant country (the "Export Control Laws"). Supplier will not violate, and will not cause Company to violate, any Export Control Laws (e.g. by transshipping goods through, or supplying goods or services from, sanctioned countries). Licenses or other authorizations required for the export of goods or services will be the responsibility of Supplier unless otherwise indicated in the Contract, in which event Supplier will provide such information as may be requested by Company to enable Company to obtain such licenses or authorizations.
- 15.3 Upon the request by the Company, the Supplier shall certify the origin of any Product by providing a certificate attesting that the Supply complies with the requirements of the regulated materials panel ("RMP") Restriction of the Use of Certain Hazardous Substances (RoHS) Directive (2002/95/EC); the RoHS Regulations 2012; the Waste Electrical and Electronic Equipment (WEEE) Regulations of 2006 (as amended by the WEEE Regulations of 2013); or the Registration, Evaluation, Authorization and Restriction of Chemical Substances (REACH) Regulation (EC1907/2006), and does not infringe ISO TS 16949 with respect to controlled substances.
- 15.4 The Supplier shall send to our Company the documents referred to in Article D8222-5 of the French Employment Code. The affidavit set out in the said article must state that the employees of the Supplier who participate in the execution of the Orders shall be employed regularly in accordance with Articles L3243-1 and following, L1221-10 and following of the said Act and that the Supplier shall observe the provisions of articles L8222-1 and following, R8222-1 and following, L8254-1 and following and R8254-1 of the said Act.
- 15.5 The Supplier agrees and undertakes that it and its employees, agents and authorized subcontractors shall comply with the "Requirements applicable to Suppliers - INTACH-039", the "Supplier Quality Manual - PROACH-038" and the Company's "Supplier Code of Conduct", and the Supplier agrees and undertakes that, prior to carrying out any activity covered by the Contract, it and its employees, agents and authorized subcontractors shall familiarize themselves with these requirements and confirm that they are in good standing with respect to these requirements.
- 15.6 At the Company's request, the Supplier shall certify in writing that it complies with the above-mentioned texts. The Supplier shall cover and hold the Company harmless from and against any obligations, claims, demands or expenses (including, without limitation, legal costs and expert fees) arising out of or in connection with the Supplier's failure to comply.
- 15.7 The Supplier agrees that the Company may, in its sole discretion, terminate the Contract if the Supplier acts in breach of, or the Company has reasonable grounds to believe that the Supplier is acting in breach of, any of its obligations.

16. ADDITIONAL TERMS & CONDITIONS REGARDING AEROSPACE OR AUTOMOTIVE SUPPLIES

- 16.1 Where Services provided to Company relate to any aerospace or automotive application/project or any Order or similar document from Company contains any reference to the Quality and Environmental Standard AS9100:2009, IATF16949:2016 quality certification, OHSAS 18001 health and safety certification and ISO 14001 environmental certification including registration, the Supplier shall:
 - 16.1.1 use only product, materials, equipment, manufacturing process and location approved by Company / Company's customer as specified in Company's Order and Supplier shall not make any changes to the aforementioned without advance notification to and prior written approval of Company (and, where required, Company's customer);
 - 16.1.2 immediately notify Company by telephone and promptly confirm in writing details of any non-conforming product or materials and comply with Company's directions from time to time so as to ensure Company's approval is obtained prior to use or application of non-conforming product in Goods and / or Services;
 - 16.1.3 ensure full communication and flow down to all sub-tier suppliers within Supplier's supply chain of the particular requirements of Company's Order including any required key characteristics and/or customer specific requirements and if requested provide documentary evidence of the same;
 - 16.1.4 Provide a certificate of conformance for all deliveries of Orders (or parts thereof) verifying compliance with all products and materials with the Order and/or any required key characteristics and/or customer specific requirements. All deliveries of Orders (or parts thereof) must be clearly identified, labeled and easily traceable to the certificate of conformance; and
 - 16.1.5 Store, maintain, protect and retain process and product related records and documentation in such a manner

that they remain legible, readily identifiable and retrievable. Unless otherwise contractually stipulated, such records and documentation should be retained by Supplier for a minimum of ten (10) years.

- 16.2 Company, its customers, regulatory authorities and their respective representatives shall be granted right of access by Supplier, as and when required, to all of Supplier (or Supplier's supply chain) facilities and records involved in the supply of Order(s) for the purposes of ensuring Supplier's compliance with the terms hereunder, for audit and verification activities and to ensure Goods and Services conform to specified requirements.

17. MISCELLANEOUS

- 17.1 **Notices.** Any notice or other communication to be given under the Contract shall be in English or French and given in writing and shall be treated as properly given if sent by registered post, facsimile or mail to the party concerned at the address on the Order or to any address subsequently specified in writing for this purpose. Notices sent by facsimile and mail shall be deemed to have been given on the next working day after transmission.

- 17.2 **Waiver.** A waiver of any right or remedy under the Contract 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 Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 17.3 **Variation.** The Contract may not be subsequently amended or modified except by an instrument in writing signed by a duly authorized officer or representative of each party.

- 17.4 **Assignment.** The Company may at any time assign, transfer or subcontract or delegate all or any of its rights or obligations under the Contract.

This Contract is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract or delegate any of its obligations under the Contract without the prior written consent of the Company.

- 17.5 **Third Party Rights.** A person who is not a party to the Contract shall not have any rights to enforce its terms.

- 17.6 **Severance.** 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 this clause shall not affect the validity and enforceability of the rest of the Contract.

- 17.7 **Governing Law.** The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the law of France.

- 17.8 **Jurisdiction.** Each party irrevocably agrees that the courts of Versailles in France shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).