

## TERMS & CONDITIONS OF PURCHASE

### 1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

"**Company**" means Mettis Aerospace Limited (company no. 0329230);

"**Business Hours**" 9.00am to 5.00pm on a day other than a Saturday, Sunday, or a public holiday in England when banks in London are open for business;

"**Conditions**" means these terms and conditions as amended from time to time in accordance with clause 2.4;

"**Contract**" means the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with these Conditions;

"**Deliverables**" means all documents, products and materials developed by the Supplier in relation to the Goods or Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

"**Employment Regulations**" any applicable laws to protect employees in cases of mass redundancies and transfers of undertakings including the Transfer of Undertakings (Protection of Employment) (Amendment) Regulations 2014 of the United Kingdom;

"**Goods**" means the goods, data, software and other items (or any of them) to be provided to the Company under the Order and any replacements and includes the Deliverables and all necessary installation, handling, use, storage and disposal instructions in respect of goods.

"**Intellectual Property Rights**" patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), trade secrets and all other intellectual property rights which subsist or will subsist now or in the future in any part of the world;

"**Order**" the Company's order for the supply of Goods and/or Services which incorporates these Conditions;

"**Services**" the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;

"**Specification**" the technical descriptions, designs, drawings, service levels and milestones relating to Goods and/or Services (if any) of their manufacture and performance specified by the Company in or pursuant to an Order; and

"**Supplier**" the organisation to whom the Order is addressed.

1.2 In these Conditions:

1.2.1 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted; and

1.2.2 any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

### 2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Company to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of the Supplier issuing written acceptance of the Order or any act by the Supplier consistent with fulfilling the Order at which point the Contract shall come into existence ("**Commencement Date**").

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 No variation to these Conditions shall be effective unless agreed in writing and signed by an authorised person on behalf of the Company.

2.5 All variations to these Conditions agreed at the time of placing the Order are specified on the Order. If there is any inconsistency between these Conditions and the revised Conditions stated on the Order the latter shall prevail.

2.6 The Company may (at its sole option) at any time change the Specification and quantity of Goods and/or Services and the delivery date (subject to an equitable adjustment of price), such variation to be effective only if specified on an Order issued by the Company and signed by an authorised person on behalf of the Company.

2.7 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

2.8 In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, and regulations from time to time in force including the Bribery Act 2010 together with good industry practice.

2.9 The Supplier's failure to adhere to any provision of the Contract shall entitle the Company at its sole option at any time after the date for performance or delivery to treat the Contract as repudiated in whole or in part (without prejudice to any other rights it may have).

### 3. SUPPLY OF GOODS

3.1 Goods shall in all respects:

3.1.1 conform as to quality, quantity, design and description with the particulars of the Order, samples, agreed warranty and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) 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;

3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and

3.1.5 (where relevant) be free of all software viruses or other non-authorised third party computer programmes.

3.2 The Company may reject any Goods which do not comply with the provisions of clause 3.1.

3.3 The Supplier shall not without the Company's prior written consent exceed the Order quantities nor modify the Specification.

3.4 The Supplier shall notify the Company of Goods which are perishable or have a life expectancy of limited duration and of any circumstances likely to affect the quality of Goods and shall issue appropriate instructions as to storage, handling and use of Goods.

### 4. SUPPLY OF SERVICES

4.1 The Supplier shall from the date set out in the Order, provide the Services to the Company in accordance with the terms of the Contract, including any Specifications stated in the Order or as otherwise communicated by the Company to the Supplier.

4.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Company and time shall be of the essence.

4.3 In providing the Services, the Supplier shall:

4.3.1 co-operate with the Company in all matters relating to the Services, and comply with all instructions of the Company;

4.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

4.3.3 use personnel who are suitably skilled and experienced and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

4.3.4 ensure that the Services and Deliverables conform with all Specifications and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Company;

4.3.5 use the best quality goods, materials, standards and techniques, 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;

- 4.3.6 observe all health and safety rules and regulations and any other security requirements that apply at the premise where the Services are performed; and
- 4.3.7 not do or omit to do anything which may cause the Company to lose any licence, 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. DELIVERY OF GOODS**
- 5.1 The Supplier shall ensure that:
- 5.1.1 the Goods are adequately packed at the Suppliers cost to enable them to reach their destination in good condition and to protect against all risks of damage or deterioration;
- 5.1.2 each delivery of the Goods is accompanied by a delivery note, release note and certificates of conformity clearly stating the description, weight, quantity, serial number, order number, company part number, issue number and specification of the Goods; and
- 5.1.3 Goods which are hazardous or may otherwise endanger life or health are clearly identifiable from external packaging. The Supplier shall supply appropriate warning labels and instructions (on delivery and after delivery if additional warnings are required) to warn persons coming into contact with the items of the hazards and its effects including all COSHH (Control of Substances Hazardous to Health) information appropriate to the Goods. The Supplier shall indemnify the Company against all loss arising out of the Supplier's breach of this clause.
- 5.2 The Supplier shall deliver the Goods:
- 5.2.1 on the date specified in the Order and time for delivery shall be of the essence. The Supplier shall notify the Company as soon as it becomes aware, or reasonably ought to have known, of any likely delay; and
- 5.2.2 to the location as is set out in the Order or as instructed by the Company before delivery ("**Delivery Location**") during normal Business Hours.
- 5.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 5.4 The Company shall be entitled to defer delivery without any liability for storage or other charges from the Supplier. Goods shall not be invoiced until delivery has taken place.
- 5.5 The Company shall be entitled to reject Goods which upon delivery do not conform with the Specification or the Order or are damaged or defective or after delivery upon a latent defect becoming apparent. Such Goods may be returned to the Supplier within a reasonable time after delivery (or discovery of the latent defect) at Suppliers risk and expense. The Supplier shall (at the Company's sole option) either supply replacements for rejected Goods, remedy defects or damage to the Company's reasonable satisfaction within seven days of the Company notifying the Supplier of the rejection, or request a refund for that part of the Order, which shall be payable within 14 days of the Supplier being notified by the Company. Payment or acceptance by the Company shall not prejudice the Company's rights.
- 5.6 The Supplier shall indemnify the Company against all loss, costs and expenses (including costs of any necessary repair, replacement or other correction) as a result of or in connection with non-conformity of the Goods with the Order and these Conditions.
- 5.7 If the Order allows delivery by instalments the Company shall be entitled to treat default in delivery of one instalment as breach of contract (without prejudice to any of its other rights and remedies). All instalment deliveries shall be invoiced separately unless otherwise specifically agreed in writing by the Company.
- 5.8 Incoterms (2010 Edition) as set out on the Order shall apply to delivery of Goods from outside Great Britain.
- 6. INSPECTION AND TESTING**
- 6.1 The Company shall be entitled, upon reasonable notice, to inspect all work, facilities and records of Supplier (and any subcontractors) connected with the supply of the Goods and/or Services at any time during the Contract. The Supplier shall and shall procure that its approved subcontractors shall provide all necessary assistance.
- 6.2 Prior to delivery, the Supplier shall test the Goods for conformity with the Order. As a result of the tests, if the Supplier considers that the Goods do not conform with any part of the Order and/or any Specification provided by the Company, the Supplier shall not deliver the Goods and shall immediately notify the Company in writing of any likely delay in delivery as a result. In such an event, and without prejudice to clause 8.2 and 8.3, and on the Company's request, the Supplier shall either:
- 6.2.1 deliver Goods (at no additional cost) that conform with the Order and/or any Specification by the delivery date specified in the Order or as otherwise agreed in writing with the Company; or
- 6.2.2 refund the purchase price of the Goods in full and (if applicable) pay any difference in price that the Company has paid in order to obtain Goods from elsewhere within 14 days.
- 6.3 The Supplier will ensure that the Goods are delivered and the Services are performed, whether they are on-going Services or one-off specific Services or otherwise, in accordance with the Specification or as set out separately in writing by the Company or, where no Specification is provided in respect of a particular Service, such Specification and description as would be considered good industry practice for the same.
- 6.4 The Supplier acknowledges that the Company relies on Supplier's skill and judgement in assessing quality and fitness for purpose in relation to Goods and/or Services. On delivery, the Supplier shall on request and at its cost provide the Company with results of the testing. The Company's authorised representatives may attend and observe the testing of Goods. Alternatively, the Company may carry out its own acceptance tests. In either case, the Company shall have the right to:
- 6.4.1 if the Goods and/or Services do not conform with any part of the Order and/or Specification (as determined by the Company):
- 6.4.1.1 reject them outright. If rejected, the Supplier shall at the Company's request do one of the following:
- (a) redeliver Goods and/or rectify Services to conform with the Order and/or any Specification by a date specified by the Company;
- (b) refund the purchase price of the Goods in full and (if applicable) pay any difference in the price that the Company has paid in order to obtain Goods and/or Services from elsewhere within 14 days; or
- (c) accept the Goods and/or Services with a diminution in purchase price (as reasonably determined by the Company);
- and, in each case, the Supplier shall pay to the Company on demand any costs incurred by the Company (the Parties agreeing that such costs shall be a minimum of £750) arising from any investigations carried out by the Company in order to determine the conformance of the Goods and/or Services with any part of the relevant Order and/or Specification (including, without limitation, any costs relating to requests (whether internal or external) for concessions on any part of the relevant Order and/or Specification).
- 6.4.1.2 if the Goods and/or Services do conform to the Order and/or Specification, the Company shall accept them subject to discovering any latent defects as set out in clause 6.6 and 6.7.
- 6.5 Pursuant to clause 6.4.1.1(a), any Goods that are redelivered and/or Services that are performed again to conform to the Order and/or Specification, shall be subject to testing stated at clause 6.4 by the Supplier, as soon as reasonably practicable, until accepted or rejected by the Company. If the Supplier is unable to correct the defects, the Company's reserved rights under clause 6.4.1.1 shall apply.
- 6.6 The Company shall not be deemed to have accepted any Goods until it has had a reasonable time following delivery to undertake inspection or testing, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent. For the avoidance of doubt, payment in whole or in part for any Goods delivered and/or Services performed, whether completely or partially delivered or performed, shall not constitute acceptance and does not preclude the

- Company's right to take action against the Supplier if any defect becomes apparent.
- 6.7 If following such inspection or testing or discovery of a latent defect the Company considers that the Goods and/or Services do not conform or are unlikely to comply with the Supplier's undertakings at clause 3 and 4, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 6.8 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and/or Services and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 7. RISK AND TITLE**
- 7.1 Subject to clause 4.3 and 5.5:
- 7.1.1 risk of loss or damage to the Goods shall pass to the Company immediately following off-loading of the Goods at the Delivery Location; and
- 7.1.2 title in the Goods shall pass to the Company on the earlier of delivery of the Goods, the Company combining the Goods with another product in a manufacturing process or payment for any of the Goods by the Company. If title passes on payment before delivery to the Company then the Supplier shall:
- 7.1.2.1 hold the Goods on a fiduciary basis as the Company's bailee;
- 7.1.2.2 store such Goods separately from other goods and ensure they remain identifiable as the property of the Company;
- 7.1.2.3 not remove or obscure any identifying mark or packaging on the Goods;
- 7.1.2.4 maintain such Goods in satisfactory condition and keep them insured for their full value against all risks; and
- 7.1.2.5 allow the Company access to inspect or collect such Goods at any time.
- 7.2 The Supplier shall be responsible for transport and unloading costs and shall insure the Goods to their full replacement value against all risks of damage or loss prior to completion of delivery.
- 8. REMEDIES**
- 8.1 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, at its discretion:
- 8.1.1 terminate the Contract with immediate effect by giving written notice;
- 8.1.2 refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 8.1.3 recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party;
- 8.1.4 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
- 8.1.5 claim damages on an indemnity basis for any additional direct and indirect costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such dates including any charges which the Company has paid to its own customer due to the Suppliers act or omission.
- 8.2 If the Goods or Services are delivered late by seven or more days then the Company may, at its option and without prejudice to its other rights and remedies, claim or deduct 10 per cent of the price of the delayed Goods or Services by way of liquidated damages, which the parties acknowledge is reasonable and represents a genuine pre-estimate of loss.
- 8.3 The payment of the liquidated damages hereunder shall not relieve the Supplier from its obligation to deliver the Goods or perform the Services or any other duties, obligations or responsibilities under the Contract.
- 8.4 These Conditions shall extend to any substituted or remedial Services and/or repaired or replacement Goods supplied by the Supplier.
- 8.5 The Company's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 9. CHARGES AND PAYMENT**
- 9.1 The price for the Goods and/or Services shall remain fixed and shall be the price set out in the Order and shall be inclusive of all costs and expenses, the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by the Company on an Order.
- 9.2 The Supplier shall invoice the Company after completion of delivery of the Goods and/or Services in accordance with the Contract. Each invoice shall specify the order number and include such supporting information required by the Company to verify the accuracy of the invoice. The Company may reject an invoice if such information is not provided.
- 9.3 The Company shall pay the invoiced amounts within 90 days from the end of month following receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier. Payments will be made in pounds sterling unless otherwise agreed by the Company in writing on the Order.
- 9.4 All amounts payable by the Company under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time.
- 9.5 If the Company fails to make any undisputed payment due to the Supplier by the due date for payment, the Company shall pay interest on the overdue amount at the rate of three per cent per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment.
- 9.6 The Company may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Company (including indemnities) against any liability of the Company to the Supplier.
- 9.7 The Supplier shall use reasonable endeavours to reduce its manufacturing, supply and other costs for the Goods and Services including implementing cost savings initiatives and seeking most competitive supplies, and shall adjust the purchase price and pass these savings on to the Company as soon as the savings have been identified by the Supplier.
- 10. GUARANTEES**
- 10.1 Where the Company has agreed advance or progress payments the Supplier shall upon request procure at its own expense the issue by its bankers of a guarantee of immediate reimbursement upon demand.
- 10.2 Where Goods of a capital nature are to be supplied the Supplier shall if so requested by the Company provide a performance bond in such format as is acceptable to the Company.
- 10.3 If requested by the Company the Supplier shall provide to the Company a performance guarantee from the Suppliers ultimate holding company prior to the Commencement Date or within the timescale specified by the Company.
- 11. INTELLECTUAL PROPERTY RIGHTS**
- 11.1 Any Intellectual Property Rights in or relating to the Specifications, plans, drawings, patents, designs and other property and information provided by either party (in whatever form) shall remain the absolute property of that party, or where applicable, the third party licensors from whom that party derives the right to use them ("**Background IPR**").
- 11.2 Unless otherwise agreed in writing, title to all Intellectual Property Rights in any designs, drawings, specification, models, tooling and other equipment or other information made, developed or acquired by the Supplier in connection with the Order, which is commissioned and paid for by the Company ("**Foreground IPR**") shall vest in the Company absolutely. The Supplier shall execute such assignments and other documents as shall be reasonably required to transfer titles and rights.
- 11.3 The Supplier shall provide the Company with all details of any Foreground IPR created, or likely to be created, as soon it becomes aware of it being or likely to be created.
- 11.4 The Supplier shall obtain waivers of all moral rights in the Foreground IPR to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 11.5 For the purpose of the Supplier providing the Goods and/or Services under this Contract only, the Company shall grant the Supplier a licence to use the Background IPR and Foreground IPR on the basis that such licence shall be non-exclusive, non-transferable and royalty-free. The Supplier may not sub-licence the Background IPR or Foreground IPR

unless agreed by the Company in writing, except where such sub-licence is to the Supplier's group company providing the Goods and/or Services pursuant to the terms of this Contract.

- 11.6 To the extent that the Supplier's Background IPR is required to be used by the Company in using the Goods and/or benefiting from the Services, the Supplier hereby grants the Company a licence in perpetuity to use such Background IPR on the basis that such licence shall be non-exclusive, transferable, irrevocable, sub-licensable and royalty-free.

## 12. INDEMNITY

- 12.1 The Supplier shall keep the Company indemnified against 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 and all other costs and expenses) suffered incurred by the Company as a result of or in connection with:

12.1.1 any claim made against the Company for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, 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;

12.1.2 any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or the acts or omissions of the Supplier, its employees, agents or subcontractors; and

12.1.3 any claim made against the Company by a third party (including customers of the Company) arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the 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

During the term of the Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, employment 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. CONFIDENTIALITY

- 14.1 The Supplier 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 Supplier by the Company, its employees, agents or subcontractors, and any other confidential information concerning the Company's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging its 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 Supplier may disclose confidential information as is required to be disclosed by mandatory law, any governmental or regulatory authority or by a court of competent jurisdiction.

- 14.2 The Supplier shall not without the Company's written consent use the Company's name or otherwise hold itself out as associated with the Company in any advertising or publicity material or in any other manner.

- 14.3 All drawings and other items provided by the Company to Supplier shall be used solely for the purposes of the Order and remain in the property of the Company and Supplier shall return the same without charge to the Company forthwith upon demand;

- 14.4 This clause 14 shall survive termination of the Contract.

## 15. MATERIALS AND TOOLING

At all times whilst the Supplier has in its possession any free issue material supplied to it by the Company ("**Issue Items**") and/or any tooling or other equipment loaned or supplied to it by the Company ("**Tooling**") for performance of an Order such Issue Items and Tooling shall remain the Company's property but shall be at Supplier's risk and Supplier shall:

- 15.1 use Issue Items and/or Tooling solely for performance of the Order;
- 15.2 keep Issue Items and/or Tooling separate and readily identifiable as the Company's property;
- 15.3 at its own expense keep Issue Items and/or Tooling insured for full replacement value against all usual risks and apply proceeds of such insurance for replacement of Issue Items;
- 15.4 store safely, treat with due care and keep in good condition (fair wear and tear excepted) all Issue Items and Tooling;
- 15.5 not charge by way of security for any indebtedness nor, without the Company's prior written consent, sell dispose of or destroy Issue Items and/or Tooling;
- 15.6 at own expense make good or replace all Issue Items and/or Tooling damaged or lost due to its own negligence; and
- 15.7 forthwith upon demand from the Company return Issue Items and/or Tooling to the Company or its authorised agents or allow the Company to enter the premises to recover such items.

## 16. TERMINATION

- 16.1 The Company may terminate the Contract at any time without liability upon [two] months' notice.

- 16.2 Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:

16.2.1 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 20 days of receipt of notice in writing to do so;

16.2.2 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;

16.2.3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

16.2.4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

16.2.5 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier;

16.2.6 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;

16.2.7 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

16.2.8 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 16.2.3 to clause 16.2.7 (inclusive);

16.2.9 the Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business; or

16.2.10 there is a change of control of the Supplier.

- 16.3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

## 17. CONSEQUENCES OF TERMINATION

- 17.1 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 Tooling and Issue Items. 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.

17.2 In the event of termination of the Contract for any reason, the Supplier shall provide reasonable assistance to the Company, as requested, to facilitate the transfer of the Services to a replacement supplier.

17.3 The parties do not consider that the Employment Regulations will apply on the termination or expiry of the Contract or any of the Services. In the event that the Supplier's employee claims that its contract of employment has transferred to the Company, then the Supplier shall indemnify the Company against all losses arising from claims by any employee, including without limitation, any loss, damage, fine, penalty, cost, expense or other liability (including legal and professional fees) incurred by the Company.

## 18. SUPPLY CHAIN

The Supplier shall and shall procure that all persons who are performing services or providing goods in connection with this Contract in any part of the world ("**Supply Chain**") shall at all relevant times:

18.1 comply with the provisions of the Modern Slavery Act 2015 ("**MSA**") and all applicable laws, regulations, codes and guidance made under it or relating to it, and ensure that all relevant workers, employees and subcontractors have received appropriate training on the same;

18.2 immediately notify the Company if the Supplier has reason to believe that it or any member of its Supply Chain is in breach, or is likely to breach, the MSA or any provision of this Condition (or would do so if it were a party to this Contract), or if it receives a communication from any person alleging breach of the MSA; and

18.3 provide information as and when requested by the Company in relation to its Supply Chain.

18.4 Where a member of the Supply Chain is in breach, or likely to be in breach, of this clause 18, the Supplier shall take all action necessary against that member, including court action, on behalf and as directed by the Customer at its own expense.

## 19. GENERAL

19.1 The Company may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

19.2 The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Company.

19.3 Notice under these Conditions shall be properly given if in writing and sent by first class post, or facsimile to the address as the Company and Supplier from time to time notify to each other as their respective addresses for service and shall be deemed served in the case of postal notice, on the expiry of 48 hours from time of posting, and in the case of facsimile, on completion of transmission by the sender.

19.4 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.

19.5 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.

19.6 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

19.7 All personnel provided by the Supplier to complete an Order shall at all times be deemed to be in the employment of the Supplier and no contract of employment shall exist between the Suppliers personnel and the Company.

19.8 This Contract constitutes the entire agreement of the parties and supersedes all other communications and agreements in relation to the Order.

19.9 A person who is not a party to the Contract shall not have any rights to enforce its terms.

## 20. DISPUTE RESOLUTION AND ESCALATION

20.1 Any dispute or claim arising out of, or in connection with, this Contract, including any question regarding its formation, existence, validity,

termination or subject matter (including non-contractual disputes or claims) ("**Dispute**"), shall be resolved in accordance with the procedure set out in this clause 20 and clause 21 below.

20.2 The party raising any Dispute shall first serve written notification of such Dispute, setting out its nature and particulars, together with any supporting documentation, to the other party ("**Dispute Notice**").

20.3 Within seven days of receipt of a Dispute Notice, a director or other senior representative of each party with authority to settle the Dispute shall meet to seek to resolve the Dispute in good faith. If within 14 days of receipt of the Dispute Notice the Dispute has not been resolved, either party shall be entitled to submit the matter to court.

20.4 Nothing in this clause 20 shall prevent the Company from applying to a court for urgent interim relief.

## 21. LAW AND JURISDICTION

21.1 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 England and Wales.

21.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).