

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS & SERVICES

1. **Application**

The Buyer hereby orders and the supplier, by accepting the purchase order, agrees that it will supply the Goods and/or Service specified overleaf upon and subject to these conditions which shall govern the contract to the exclusion of any other terms and conditions. Any reference overleaf to the supplier's quotation, specification, price list or like document shall be solely for the purpose of describing the Goods and/or Services to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.

2. **Interpretation**

2.1 In these Conditions:-

- “Business Day”** means any day other than a Saturday, Sunday or bank holiday;
- “the Buyer”** means Needles & Pins Aerospace Ltd, a company registered in England under number registered office is at Units 2-3 Wessex Building, Somerton Business Park, Somerton, TA11 6SB.
- “these conditions”** means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
- “the Contract”** means the contract for the sale and purchase of the Goods and/or Services constituted by the Seller's acceptance of the Order in accordance with these Conditions.
- “the Delivery Address”** means the address stated on the Order for delivery of the Goods and/or Services.
- “the Goods and Services”** means the goods and/or services (including any instalment of the Goods and/or any part of them) described in the Order;
- “the Order”** means the Buyer's purchase order to which these Conditions are annexed;
- “the Price”** means the price of the Goods and/or Services;
- “the Seller”** means the person so described in the Order;
- “Specification”** includes any plans, drawings, data or other information relating to the Goods and/or Services; and
- “Writing”** includes facsimile, transmission, electronic mail and comparable means of communication.
- “Free Issue Items”** means any parts, materials, tooling, part finished goods or any other items that may be provided and supplied to the Seller by the Buyer.

- 2.2 Any reference in these Conditions to a statute or a provision or a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

3. **Basis of Purchase**

- 3.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or Services subject to these Conditions.
- 3.2 The Supplier shall accept the Order placed by the Buyer and a binding contract for the supply of the Goods and/or Services subject to these conditions, shall exist by whichever is the earlier of:-
 - 3.2.1. the Supplier's acceptance of the Order, in writing or orally, subject to these conditions: or
 - 3.2.2. Delivery of Goods/Completion of the Service.
- 3.3 Any typographical, clerical or other accidental error or omission in the Order placed by the Buyer or in any drawings specifications, instructions, tools or other material supplied by the Buyer, shall be subject to correction without any liability on the part of the Buyer.
- 3.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

4. **Specification**

- 4.1 The quantity, quality and description of the Goods and/or Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
- 4.2 Any Specification supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
- 4.3 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
- 4.4 The Seller shall not unreasonably refuse to take any steps necessary to comply with any request by the Buyer to inspect, test or witness the Goods and/or Services during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch, and to provide the Buyer with any facilities reasonably required by the Buyer for inspection or testing.
- 4.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods and/or Services will comply in all respects with the Contract, and the Buyer so informs the Seller within seven

days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

- 4.6 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and/or supply of Services. These regulations shall include, but not be limited to, directives REACH, RoHS & Radioactive Source Directives.

5. Price

- 5.1 The Price of the Goods and/or Services shall be as stated in the Order and, unless otherwise so stated, shall be:-

5.1.1. exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

5.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

- 5.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

- 5.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

6. Payment

- 6.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the goods or completion of the Services, as the case may be, and each invoice shall quote the number of the Order.

- 6.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and/or Services within 60 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods and/or Services in question by the Buyer, but time for payment shall not be of the essence of the contract.

- 6.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

7. Delivery

- 7.1 The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

- 7.2 Where it is agreed in writing that the date of delivery of the Goods and/or completion of the Services is to be specified by the Seller after the placing of the Order, the Seller shall give the Buyer reasonable notice in writing of the specified date.

- 7.3 The time of delivery of the Goods and/or completion of the Services is of the essence of the Contract.

- 7.4 A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods.
- 7.5 If the goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 7.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had reasonable time to inspect them following delivery. Equally, Services will not be deemed to have been accepted until the Buyer has had reasonable time to verify that the Service has been carried out in accordance with the Contract.
- 7.7 The Seller shall supply the Buyer in good time with any instructions or other information to enable the Buyer to accept delivery of the Goods and/or Services.
- 7.8 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the goods, whether or not any Goods are accepted by the Buyer.
- 7.9 If the Goods are not delivered on the due date, or the Services are not completed by the due date then, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has agreed to pay any part of the price in advance of delivery) to claim from the Seller by way of liquidated damages for delay 3 per cent of the Price for every week's delay, up to a maximum of 15 per cent of the price.
- 7.10 The Buyer shall not be deemed to have accepted the Goods and/or Services until it has had 30 days to inspect/verify them following delivery or collection as the case may be. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 60 days after any latent defect in the Goods and/or Services has become apparent.

8. **Quality**

- 8.1 Where the Seller is not the manufacturer of the Goods, the Seller shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Seller.
- 8.2 The Seller warrants that (subject to the other provisions of these conditions) upon delivery, [and for a period of 12 months from the date of delivery], the Goods shall:
 - 8.2.1. be of satisfactory quality within the meaning of the Sale of goods Act 1979;
 - 8.2.2. be reasonably fit for purpose; and
 - 8.2.3. be reasonably fit for any particular purpose for which the Goods are being bought if the Buyer had made known that purpose to the Seller in writing and the Seller has confirmed in writing that it is reasonable for the Buyer to rely on the skill and judgment of the Seller.
- 8.3 The Seller shall not be liable for a breach of any of the warranties in condition 8.2 unless:
 - 8.3.1. the Buyer gives written notice of the defect to the Seller and, if the defect is as a result of damage in transit to the carrier, within 30 days of the time when the Buyer discovers the defect; and

8.3.2. the Seller is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Seller) returns such Goods to the Seller's place of business at the Seller's cost for the examination to take place there.

8.4 The Company shall not be liable for a breach of any of the warranties in condition 8.2 if:

8.4.1. the Buyer makes any further use of such Goods after giving such notice: or

8.4.2. the defect arises because the Buyer failed to follow the Seller's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.

8.5 Subject to condition 8.3 and condition 8.4, if any of the Goods do not conform with any of the warranties in condition 8.2 the Seller shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Seller so requests, the Buyer shall, at the Seller's expense, return the Goods or the part of such Goods which is defective to the Seller.

9 **Risk and Property**

9.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

9.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

10 **Assignment**

10.1 The Buyer may assign the contract or any part of it to any person, firm or company.

10.2 The Seller shall not be entitled to assign the Contract or any part of it without the prior written consent of the Buyer.

10.3

11 **Warranty**

11.1 The Seller warrants to the Buyer that the Goods and/or Services: -

11.1.1 will both at the time of delivery and for a reasonable period of time thereafter, be of the best available design, quality, material and workmanship and conform in all respects with the Order and Specification supplied or advised by the Buyer to the Seller;

11.1.2 will be free from defects in design, material and workmanship;

11.1.3 will correspond with any relevant Specification or sample; and

11.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods and/or Services.

12 **Indemnity**

- 12.1 The Seller shall indemnify the Buyer in full against all liability, loss damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with: -
- 12.1.1 breach of any warranty given by the Seller in relation to the Goods and/or Services.
 - 12.1.2 any claim that the Goods and/or Services infringe, or that their importation, use or resale, infringes, the patent, copyright trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer.
 - 12.1.3 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering, installing the Goods and/or providing Services.
 - 12.1.4 all claims by the customers of the Buyer (and their sub-buyers) arising out of any breach whatever by the Seller of this contract for sale.
- 12.2 The Buyer may provide the Seller with Free Issue Items in order for the Seller to complete the contract.
- 12.2.1 the Seller shall indemnify the Buyer in full against the loss or partial loss of any such Free Issue Items whilst in the Sellers possession.
 - 12.2.2 the indemnity shall include the full replacement value of the Free Issue Items from their original supplier, including but not limited to any delivery, certification or MOQ charges.
 - 12.2.3 the indemnity shall also cover the value of any labour previously invested into the Free Issue Items by the Buyer or its agents prior to supply to the Seller.

13 Remedies

- 13.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods and/or Services are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by the Buyer:
- 13.1.1 to rescind the Order;
 - 13.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;
 - 13.1.3 at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - 13.1.4 to refuse to accept any further deliveries of the Goods and/or Services but without any liability to the Seller;

13.1.5 to carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract; and

13.1.6 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

14 **Termination**

14.1 The Buyer shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or Services by giving notice in writing to the seller at any time prior to delivery of the Goods and/or Services, in which event the Buyer's sole liability shall be to pay to the Seller reasonable cancellation costs for the Goods and/or Services in respect of which the Buyer has exercised its right of cancellation. The Buyer shall be solely responsible for setting the limit of these cancellation costs based on a reasonable estimate of the Seller's net saving of cost arising from the cancellation.

14.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:-

14.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

14.2.2 an encumbrancer takes possession, or a receiver is appointed, or any of the property or assets of the Seller; or

14.2.3 the Seller ceases or threatens to cease, to carry on business; or

14.2.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

15 **Force Majeure**

15.1 In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any supervening event beyond its control, including, but not limited to war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 15.2) the party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

15.2 Sub-clause 15.1 shall not apply with respect to strikes and lockout where such action has been induced by the party so incapacitated.

15.3 Each party shall be liable to pay to the other damages for any breach of this Agreement and all expenses and costs incurred by that party in enforcing its rights under this Agreement.

15.4 If and when the period of such incapacity exceed 3 months then this Agreement shall automatically terminate unless the parties first agree otherwise in writing.

16 **Communications**

- 16.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by fax or sent by electronic mail:
- 16.1.1 (in case of communications to the Seller) to its registered office or such changed address as shall be notified to the Buyer by the Seller; or
- 16.1.2 (in the case of the communications to the Buyer) to the registered office of the addressee (if it is a company) or (in any other case) to the address of the Seller set out in any document which forms part of the contract such other address as shall be notified to the Seller by the Buyer.
- 16.2 Communications shall be deemed to have been received:
- 16.2.1 if sent by pre-paid first class post, two Business Days after posting (exclusive of the day of posting); or
- 16.2.2 if delivered by hand, on the day of delivery; or
- 16.2.3 if sent by fax or electronic mail on a Business Day prior to 4.00pm, at the time of transmission and otherwise on the next Business Day.
- 16.3 Communications addressed to the Buyer shall be marked for the attention of the order signatory in the first instance or Jean Spearpoint if the order signatory is non-contactable.
- 16.4 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

17 **Waiver**

No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

18 **Severance**

If any provisions of these Conditions are held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby.

19 **Third Party Rights**

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

20 **Governing Law and Jurisdiction**

The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.

21 **Supplier Flow Down Requirements**

21.1 **Quality Management System**

The Supplier shall Implement a quality management system which is certified to no less than ISO 9001 by a UKAS accredited body.

21.2 Rights of Access

Needles and Pin's representatives, its Customer and regulatory authorities shall be afforded rights of access to the Supplier's premises and those of any sub-contractor engaged in furtherance of the Order at any reasonable time to attend tests, carry out inspections or check the progress of Quality arrangements in place for the Goods and Services covered by the Order. Inspection will not constitute acceptance of any Goods by Needles and Pins Aerospace.

21.3 Notification of changes

The Supplier shall notify Needles and Pins Aerospace in advance, of any planned change in location of the facility undertaking the contract or of any change in process employed in the delivery of the Goods or Services.

The supplier shall notify the Needles and Pins Aerospace of changes in product and/or process definition and, where required, obtain Needles and Pins Aerospace approval.

21.4 Notification of Non-Conforming Product

Under no circumstances shall a nonconforming part be sent to Needles and Pins Aerospace without a Needles and Pins Aerospace approved deviation. Failure to comply with the above requirements will result in Needles and Pins Aerospace rejecting the product.

The Supplier shall notify Needles and Pins Aerospace in order to obtain disposition approval prior to delivery of any nonconforming product or Service.

21.5 Key Characteristics

Where Identified within the specification, drawing and/or purchase order the supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

21.6 Retention of Records

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for eleven (11) years from the date of final payment received by SELLER.

Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records. At no additional cost, SELLER shall timely provide access to such records to the US or UK Government and/or Needles and Pins Ltd upon request.

21.7 Ethical Behaviour

The Supplier shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation: (i) the UK Bribery Act 2010 irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, in Supplier's country or any country where performance of this Contract will occur. Compliance with the requirements of this clause is a material requirement of this Contract.

In carrying out its responsibilities under this Contract, the Supplier represents that:

- they have not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value (in the form of entertainment, gifts, gratuities, kickbacks or otherwise) with the intent of obtaining or rewarding favourable treatment as a Needles and Pins Aerospace Supplier.
- they have not paid, offered, promised to pay or authorized and will not pay, offer, promise to pay, or authorize the payment directly or indirectly of any monies or anything of value to (i) any person or firm employed by or acting for or on behalf of any customer, whether private or governmental, or (ii) any government official or employee or any political party or candidate for political office for the purpose of influencing any act or decision or inducing or rewarding any action by the customer in any commercial transaction or in any governmental matter or securing any improper advantage to assist Needles and Pins Aerospace or the Supplier in obtaining or retaining business or directing business to any person.
- they have an effective policy for detecting and preventing conflicts of interest and requires any owner, partner, officer, director or employee currently or previously holding political office or a role in government or with any supplier/customer to avoid any actual or perceived conflict and to recuse themselves from participation where such a conflict may arise.
- to their knowledge, no owner, partner, officer, director or employee of the Supplier or of any Affiliate of the Supplier who will be involved in or benefit from the performance of this Contract or the Needles and Pins Aerospace Prime Contract to which this Contract relates is or will become an official or employee of Needles and Pins Aerospace Customer under the Prime Contract or of any agency or instrumentality of government that may have an influence with respect to the Prime Contract. Nothing in the foregoing is intended to prevent the Supplier's employees being members of one of the Reserve Forces provided the Supplier complies with clause 18.2.3.
- they have not made and will not make, either directly or indirectly, any improper payments, including but not limited to facilitation payments, gratuities or kickbacks.
- they have established and will maintain an effective business ethics and compliance program and procedures to prevent corruption, ensure compliance with the Bribery Act. and implement the guidance published by the United Kingdom Ministry of Justice relative to compliance with the Bribery Act.
- they will promptly disclose to Needles and Pins Aerospace together with all pertinent facts any violation, or alleged violation, of the Bribery Act in connection with the performance of this Contract.
- they shall include this clause or equivalent provisions in lower tier subcontracts under this Contract.

21.8 Training and Awareness

The supplier shall ensure that personnel are:

- Suitably trained and competent for assigned tasks.
- Qualified to perform assigned tasks on the basis of appropriate education, training and/or experience Authorised and/or approved to carry out assigned tasks.
- Aware of their contribution to product safety e.g ramifications of non-conforming product escapes, individual accountability, effects of deviating from procedures.
- Aware of their contribution to product/service conformity e.g Importance of following procedures, reporting non-conformances, ensuring requirements are met.
- Importance of ethical behaviour e.g fair rights, suitable communication behaviour between personnel at all levels, importance of reporting issues in a confidential manner

21.9 Prevention of Counterfeit Product

The Supplier *shall* plan, implement, and control processes, appropriate to the organisation and the product, for the prevention of counterfeit or suspect counterfeit parts/material use and their inclusion in product(s) delivered to Needles & Pins Aerospace.

Examples of counterfeiting or fraudulent activities include, but are not limited to:

- used components represented as new
- parts from unapproved manufacturers represented as manufactured by the approved source
- falsification of test reports and certificates

The applicability field includes, without being exhaustive: Electrical, Electronic, and Electromechanical (EEE) Parts; Mechanical parts; adhesives; sealants; Raw Materials; COTS; Services and Processes (e.g. NDT, Surface/Heat Treatment, Calibration, Laboratory testing); Equipment and tools etc.

Counterfeit Article prevention processes *shall* consider:

- Training of appropriate persons in the awareness and prevention of counterfeit parts/Articles
- Application of a parts/Articles obsolescence monitoring program
- Controls for acquiring externally provided product from original or authorized manufacturers, authorized distributors, or other approved sources
- Requirements for assuring traceability of parts/Articles and components to their original or authorised manufacturers
- Verification and test methodologies to detect counterfeit parts/Articles
- Monitoring of counterfeit parts/Articles reporting from external sources

When suspected or counterfeit parts/Articles are detected, the Supplier *shall* quarantine the Articles and promptly report to Needles & Pins Aerospace.

When suspected or counterfeit parts/Articles are detected after delivery, the Supplier *shall* provide post-delivery support to Needles & Pins Aerospace through dedicated Quality Alerts and management of delivered parts/Articles.