BROADOAK MANUFATURING STANDARD CONDITIONS OF PURCHASE (2014 EDITION)

1. DEFINITIONS & INTERPRETATION

1.1 The definitions and rules of interpretation in this clause 1.1 apply to the Order.

"Authorised Economic Operator" means a company which holds a current valid certificate, issued by its national tax authority, having achieved a level of compliance, set by the EU, in respect of the control of goods throughout the supply chain.

"BRM" means BROADOAK MANUFACTURING and any of its subsidiaries within the meaning of Section 1159 of the Companies Act 2006.

"Base Rate" means, for the period 1st January to 30th June, the Bank of England base rate at the close of business on 31st December of the previous year and, for the period 1st July to 31st December, the Bank of England base rate at the close of business on 30th June of the same year.

"EAR" means US Department of Commerce Export Administration Regulations.

"Event of Default" means an event specified as such in clause 13.2.

"force Majeure" means any act, event or omission beyond the affected Party's reasonable control, including strikes, lock-outs or other industrial disputes (but only where it involves the workforce of a third party), natural catastrophic event, war (declared or undeclared), riot, civil commotion, compliance with any law or governmental order, rule, regulation or direction, fire or flood.

"Intellectual Property Rights" mean (i) patents, inventions, designs, copyright and related rights, database rights, trade marks and related goodwill, trade names (whether registered or unregistered), and rights to apply for registration; (ii) proprietary rights in domain names; (iil) know-how and confidential information; (iv) applications, extensions and renewals in relation to any of these rights; and (v) all other rights of a similar nature or having an equivalent effect anywhere in the world.

"ITAR" means US Department of State International Traffic in Arms Regulations.

"Order" means the purchase order placed by the Purchaser on the Supplier in respect of the Supplies and these Standard Conditions, the Special Conditions, the Specification and any other relevant documents shall be referenced in, apply to and be incorporated into it.

"Order Acknowledgement" means the Purchaser's acceptance document issued with the Order or Order amendment for completion by the Supplier.

"Party" means each of the Purchaser and the Supplier and includes their successors in title, permitted assignees and permitted transferees.

"Purchaser" means the BRM company identified on the Order having a place of business at the address for correspondence shown on the Order.

"Special Conditions" mean the conditions set out or referenced on the Order (whether marked as Special Conditions or not).

"Specification' means the document (if any) which sets out the agreed design, performance, functionality of and procedures for the Supplies and any training to be provided.

"Standard Conditions" mean these BRM Standard Conditions of Purchase (2014 Edition).

"Supplier" means the supplier on which the Order is placed.

"Supplies" mean any goods, materials, work or services which are to be provided by the Supplier to the Purchaser pursuant to the Order.

"Termination Sum" has the meaning given to it in clause 13.1.

"VAT" means value added tax as provided for in the UK Value Added Tax Act 1994.

1.2 Clause headings are for convenience only and shall not affect the interpretation of the Order.

1.3 Words in the singular shall include the plural and vice versa.

1.4 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension or re-enactment and includes any subordinate legislation for the time being in force made under it.

2. CONTRACT FORMATION

2.1 The Order constitutes an offer by the Purchaser to purchase the Supplies provided that, if the Order is not accepted in accordance with the provisions of clause 2.2 below within fourteen (14) days of the date of the Order, the Purchaser's offer will lapse without the Purchaser incurring any liability to the Supplier.

2,2 The Supplier shall accept the Order by signing and returning the Order Acknowledgement, when the contract shall be established. Alternatively, if the Supplier fails to do this, the Supplier shall be deemed to have accepted the Order as soon as it commences work, when the contract shall be established.

2.3 Further to the Supplier's acceptance of the Order in accordance with clause 2.2, the Order shall constitute the contract between the Parties.
2.4 It is expressly agreed that any other terms and conditions of business contained in any acknowledgements, standard forms or other documents issued by either Party or in the quotation, letter of offer, technical proposal or other similar documents issued by the Supplier to the Purchaser in respect of the Supplies or implied by trade custom, practice or course of dealing shall not apply.
2.5 In the event of any conflict, the following order of precedence shall apply:
2.5.1 the Special Conditions;
2.5.2 these Standard Conditions;
2.5.3 the Specification; and then
2.5.4 any other relevant documents referenced in the Order,

3. SUPPLIER'S RESPONSIBILITIES
3.1 The Supplier shall provide the Supplies to the Purchaser in accordance with the Order.
3.2 The Supplier shall;
3.2 ,1 at all times comply with all legislation, standards and regulations, including but not limited to, those relating to health, safety and environment, which are relevant to any of the Supplies;
3.2.2 not provide any Supplies which are intrinsically hazardous to life or harmful to the environment, without appropriate arrangements being agreed with the Purchaser in advance in writing;
3.2.3 ensure that waste and surplus materials and the like arising from any Supplies are not deposited on any area other than a public or private disposal facility controlled or recognised by the Local Authority (and, where applicable, credit the Purchaser with any relevant income arising from the surplus materials);
3.2.4 comply with all the requirements of the Environmental Protection Act 1990 and any other applicable legislation governing the controlled tipping of waste;
3.2.5 notify the Purchaser as soon as it becomes aware of any health and safety hazards or issues which arise in relation to any Supplies; and
3.2.6 in the case of an EU supplier, notify the Purchaser if it is or when it becomes, or if it ceases to be, an Authorised Economic Operator.
3.3 The Supplier shall:
3.3.1 obtain, maintain and observe all regulatory approvals required for the provision of the Supplies;
3.3.2 as the Supplies may be exported, re-exported or transferred by the Purchaser, notify the Purchaser of any restrictions that *may* exist in respect of EU customs and/or UK export regulations and/or ITAR or EAR or any other US or other foreign Government regulations preventing such export, re-export or transfer by the Purchaser or confirm in writing that no such regulations apply; and
3.3.3 if any of the hardware, technical data, software or technical assistance (as relevant) which are the subject of the Order are controlled under ITAR or EAR: (a) notify the Purchaser forthwith; (b) provide the following information; US supplier details, description of material, part/reference number, US munitions list category/EAR Export Control Classification Number, license / technical assistance agreement or other authorising agreement reference number and copies of such agreements or relevant details including parties authorised to receive material and provisos and a listing of authorised end users, parties and/or consignees; and (c) clearly mark individual items and associated documentation as being subject to ITAR/EAR.
3.4 In the event that the Supplier processes any personal information on behalf of the Purchaser, the Supplier agrees that it will enter into a data processing agreement in the form proposed by the Purchaser and as required by the applicable data protection legislation.
3.5 The Supplier shall immediately notify the Purchaser of the occurrence of any event or conditions that might delay or prevent completion of any of its obligations under the Order, the reason for such delay and the measures being taken by it to rectify the situation.
3.6 Any drawings, information or documentation to be provided by the Supplier to the Purchaser shall be in one hard copy and one machine-readable copy in reproducible format unless otherwise agreed. The Purchaser may make copies of the same at no charge.
3.7 If the Supplier sells, provides or utilises any materials in an electronic form or format (including e-mails and computer programs) for or in connection with the provision of Supplies under the Order, the Supplier shall use its best endeavours to ensure that each such materials shall be free from viruses, bugs and logic bombs or other unauthorised, malicious or malignant code, program, routine or software protocol which disables, disrupts, restricts, slows down, impedes or otherwise obstructs the proper performance and operation of a computer system or any application run on such system.

4. SUPPLIER'S PERSONNEL

4.1 The Supplier shall provide its employees with and ensure that its employees, agents and sub-contractors use any protective clothing and safety equipment required in providing any Supplies to the Purchaser.

4.2 The Supplier shall ensure that its employees, agents and sub-contractors are made aware of and comply with the security classification of any information relating to the Supplies (including, if applicable, under the Official Secrets Act 1911 to 1989) and comply with any IT security requirements imposed by the Purchaser.

4.3 The Purchaser shall be responsible for ensuring that any of the Supplier's employees, agents and sub-contractors who have a need to work on the Purchaser's site (or the Purchaser's customer's site) are cleared in accordance with the relevant security procedure. In the event that any such employees, agents and sub-contractors are not security cleared, the Purchaser shall promptly notify the Supplier and the Supplier shall use all reasonable endeavours to replace such person.

4.4 The Supplier shall at all times be responsible for its employees, agents and sub-contractors and shall ensure that they, when within the boundaries of the Purchaser's site (or the Purchaser's customer's Site):

4.4.1 are made aware of and comply with rules, regulations and requirements of that site as may be in force for the time being (including any national security requirements), copies of which will be provided, on request, by the relevant site security manager;

4.4 ,2 shall not without the Purchaser's prior written consent use any of the Purchaser's (or the Purchaser's customer's) site equipment or services;

4.4.3 permit the relevant site security personnel to stop and search them and any of their vehicles when entering or leaving that site and to also search any of their huts, toolboxes or other equipment or property on that site at any time; and

4.4.4 adhere to the rules and regulations notified in advance to the Supplier in writing, regarding their connection, either directly or via remote access, to any part of that site's IT network.

4.5 At the Purchaser's request, the Supplier shall remove any of its employees, agents and sub-contractors where the Purchaser considers that it is not in the interests of the Purchaser for them to be engaged in the provision of the Supplies and the Supplier shall replace the same with another person having appropriate qualifications, training and expertise (at no additional cost to the Purchaser).

4.6 The Purchaser shall have the right to refuse access to its site to any of the Supplier's employees, agents and sub-contractors who in the opinion of the Purchaser is not a fit and proper person to have access to the site. The Purchaser shall notify the Supplier as soon as reasonably practicable if it does refuse access to its site, specifying the reasons for such refusal.

5. QUALITY

5.1 The Supplier shall provide the Supplies subject to all reasonably applicable quality standards and to those set out as a Special Condition and/or in the Specification and/or in the Purchaser's quality Approval/authority issued to the Supplier.

5.2 Upon the Purchaser providing reasonable notice, the Supplier shall (and procure that its agents and sub-contractors shall) at no additional cost to the Purchaser or the Purchaser's customer:

5.2.1 Allow the Purchaser and persons authorised by the Purchaser (which may include the Purchaser's customer) access to the Supplier’s premises (and those of its agents and sub-contractors) as are being used to carry out work on the Supplies in order to inspect and audit the facilities, processes and procedures used in manufacturing the Supplies;

5.2.2 Provide adequate data to the Purchaser relating to progress of work on the Supplies and their quality; and

5.2.3 Provide all necessary assistance (including, where appropriate, access to office accommodation, telephone and fax facilities) to enable the above-referenced rights to be fully exercisable.

5.3 Unless otherwise specifically agreed in writing, all Supplies shall be new.

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5.4 Non-conforming product may only be supplied with prior consent from BRM. Details of the non-conformity shall be detailed on a Production Permit or Concession form, together with root cause analysis and proposed corrective and preventive actions, and should be emailed to ADMIN@BROADOAK.COM Engineering and Quality functions will determine the disposition and return the document if approved. A copy of the permit or concession shall be provided with the delivery. Non-conforming product shall not be delivered without the completed and approved production permit or concession attached.

6. DELIVERY
6.1 The delivery term in respect of any Supplies shall be DDU (Incoterms 2000).
6.2 All Supplies must be properly and securely packed.
6.3 The Supplier shall quote the Order number and item number on all documents and packages sent by it to the Purchaser in respect of the Order.
6.4 On delivery of each consignment of the Supplies, the Supplier shall deliver to the Purchaser such documents as are required by the Order, including, without limitation, customs export documents, advice notes, certificates of conformity and civil approved certificates and, if the Supplier is not the original manufacturer of the Supplies, copies of the original manufacturer's certificate of conformity *or* civil approved certificate together with test figures, heat treatment particulars etc., where applicable.
6.5 If the Supplier fails to comply with the provisions of this clause 6, the Purchaser shall be under no obligation to accept delivery of the relevant consignment.

7. ACCEPTANCE
7.1 Where acceptance tests are set out as a Special Condition and/or in the Specification, acceptance of Supplies delivered shall be subject to completion of the acceptance tests to the satisfaction of the Purchaser.
7.2 Where no acceptance tests are set out as a Special Condition or in the Specification, the Purchaser shall have the right to inspect the Supplies after delivery and acceptance shall take place if the Supplies are satisfactory to the Purchaser on inspection or, if no inspection is made, the Supplies shall be accepted when they have been taken into final and beneficial use by the Purchaser.
7.3 If the Purchaser is not satisfied that the Supplies are delivered in accordance with the Order, the Purchaser may in its absolute discretion:
7.3.1 reject them in whole or in part; and/or
7.3.2 give notice to the Supplier to repair or replace them without delay at the Suppliers expense and risk.

8. RISK & TITLE
8.1 Risk in any Supplies shall pass to the Purchaser upon delivery in accordance with clause 6 above.
8.2 Title to any Supplies shall pass to the Purchaser upon acceptance in accordance with clause 7 above.

9. PRICE & PAYMENT
9.1 Where the prices are agreed at the time of the Order, they shall be set out as a Special Condition. Where prices are not agreed at the time of the Order, they shall be agreed prior to commencement of work on the Order by the Supplier (or as soon as possible thereafter) and they shall then be incorporated in the Order by amendment in accordance with clause 22 below.
9.2 Prices shall be non-revisable and shall be exclusive of VAT and also, in the case of non-EU Supplies, exclusive of import taxes.
9.3 If VAT is payable, it shall be separately identified on the invoice and shall be payable by the Purchaser subject to receipt of a valid VAT invoice.
9.4 No additional charges shall be payable by the Purchaser for packaging, insurance or delivery unless otherwise agreed and set out as a Special Condition and any such charge shall be separately Identified on the invoice.
9.5 Prices shall be payable by the Purchaser to the Supplier in accordance with the provisions of this clause 9.
9.6 The Supplier shall submit to the Purchaser on or after the provision of the Supplies an invoice in respect of the Supplies properly provided. Each correctly submitted and, where applicable, valid VAT invoice shall become due for payment at the end of the month following the month in which the invoice is issued provided that the Supplies have been delivered by the Supplier and accepted by the Purchaser in accordance with clauses 6 and 7 respectively.
9.7 Each invoice must be clearly addressed to the legal entity of the Purchaser and sent to (separately

from any Supplies) *c/o* Accounts Payable Department as specified on the Order, referencing the Order number with respect to the Supplies *together* with the delivery advice note number and date.
9.8 The Supplier acknowledges and agrees that invoices shall only be passed for payment by the Purchaser if they comply with the provisions of this clause 9. Should any invoice contain incomplete Information or an incorrect or invalid charge, the Purchaser will be entitled to reject such invoice and return it to the Supplier or ask the Supplier to have it rectified and resubmitted (any such rectified invoice to become due for payment thirty (30) days after the date of receipt by the Purchaser of the resubmitted invoice) or request the Supplier to issue a credit note to correct the error.
9.9 Payments to the Supplier shall be made by the Purchaser in Pounds Sterling (or the agreed currency of the Order) by Bankers Automated Clearing System (BACS) (or equivalent) Electronic Funds Transfer (EFT) or any established standing order.
9.10 Without prejudice to any other right or remedy the Purchaser may have, the Purchaser shall be entitled to offset any payment owed by it to the Supplier under the Order against any sums that are due and payable by the Supplier to the Purchaser under the Order *and for* any other agreement.
9.11 The Supplier reserves the right to charge interest on all valid overdue amounts at the *rate* of three per cent (3%) above the Base Rate, such interest accruing from the first day on which the payment is overdue until payment has been received in full by the Supplier.
9.12 Where any cost or expense under the Order is to be reimbursed, refunded or taken into account in any computation, the amount of that cost or expense shall be net of any VAT to the extent that the person meeting such cost or expense is able to recover such VAT as input tax under the provision of the UK Value Added Tax Act 1994 or under any other relevant legislation.

10. WARRANTY
10.1 The Supplier warrants to the Purchaser that the Supplies shall be provided:
10.1.1 in accordance with the terms of the Order;
10.1.2 free from defects (whether actual or latent) in design, materials and workmanship;
10.1.3 with reasonable care and skill;
10.1.4 in accordance with generally recognised commercial practices and standards in the industry; and
10.1.5 in compliance with all applicable laws and regulations as well as all of the Purchaser's site *(or,* if applicable, the Purchaser's customer's site) policies and rules.
10.2 The warranties in clause 10.1 above shall, in respect of each of the Supplies, continue for twelve (12) calendar months *from* the date of acceptance of such of the Supplies in accordance with clause 7 above.
10.3 If there is a defect in the Supplies during the warranty period, the Supplier shall without delay, upon receipt of notice from the Purchaser but at the absolute discretion of the Purchaser:
10.3.1 refund the Purchaser the price of the defective Supplies; and/or
10.3.2 repair or replace the defective Supplies at the Supplier's own expense and risk provided that, if the Supplier fails to do so, the Purchaser may arrange for them to be repaired or replaced (and all such costs incurred by the Purchaser shall be refunded by the Supplier within seven (7) days of the date the Purchasers invoice is issued), and in either case the warranty shall continue for twelve (12) calendar months from the date of acceptance by the Purchaser of the repaired *or* replacement Supplies.
10.4 The Supplier agrees that all warranties attaching to the Supplies shall be capable of being assigned to a customer of the Purchaser *or* other user by the Purchaser without prior written notice to the Supplier.
10.5 The provisions of this clause 10 shall survive termination of the Order, howsoever arising.

11. INDEMNITY
11.1 The Supplier shall indemnify and hold the Purchaser harmless against any and all liability, loss, claims, costs, expenses or damages of any nature whatsoever incurred by the Purchaser as a result of or in connection with:
11.1.1 the Supplier's breach of the Order;
11.1.2 any tortious (including negligent) acts, omissions or defaults of the Supplier in connection with the provision of the Supplies; and
11.1.3 The Supplier's breach of any of its statutory obligations.
11.2 Nothing in the Order shall exclude or limit the liability of either Party to the other for death or personal injury resulting from its negligence.
11.3 The provisions of this clause 11 shall survive termination of the Order, howsoever arising.

12. INSURANCE
12.1 The Supplier shall, as a minimum, maintain the following primary insurance policies with

reputable insurers authorised to conduct business in the jurisdictions in which the Order is performed against all risks usually insured against by suppliers carrying on the same or a similar business as the Supplier which shall include protection for claims for third party legal liability for injury or damage and for negligent acts or omissions which result in a claim for any form of financial loss against the Purchaser as a result of the provision to it of the Supplies, including without limitation and without derogating from or limiting the provisions of clause 11 above:

12.1.1 a policy of insurance relating to Public Liability Insurance of an amount not less than £10 million per event or series of events (or such other sum as the Purchaser may specify) in respect of loss of or damage to property of the Purchaser, customer or end user, or death, disease, illness or injury to persons resulting from provision of the Supplies;

12.1.2 a policy of insurance relating to Product Liability Insurance of an amount not less than £10 million per event or series of events (or such other sum as the Purchaser may specify) in respect of loss of or damage to property of the Purchaser, customer or end user, or death, disease, illness or injury to persons resulting from provision of the Supplies;

12.1.3 a policy of insurance relating to Employers' Liability Insurance for an amount not less than £10 million or, if outside of the UK, the minimum amount required per event or series of related events (or such other sum as the Purchaser may specify); and

12.1.4 any other insurance which the Supplier may be statutorily required to maintain.

12.2 The Supplier shall procure that such insurance is arranged on a continuing basis and evidence of such insurance protection shall upon request be provided to the Purchaser.

12.3 The Purchaser shall have the full benefit of such policies detailed in this clause 12 and, where applicable, such policies shall contain an indemnity to principal clause.

12.4 The Supplier shall notify its insurance companies if it is required to provide some of the Supplies on the Purchaser's site (or the Purchaser's customer's site) where there is construction movement and test of military and civilian aircraft, ships and vehicles and, where applicable, the Supplier shall procure adequate insurance cover as required by such insurance companies.

12.5 The Purchaser shall have no liability for damages or loss to any property of the Supplier or personal property of the Supplier's employees, agents or sub-contractors while such property is on the Purchaser's site (or the Purchaser's customer's site), regardless of howsoever or by whomsoever such damages or loss are caused.

13. TERMINATION, EVENTS OF DEFAULT & REMEDIES

13.1 The Purchaser may at any time terminate the Order for convenience on giving the Supplier written notice provided that in such case the Purchaser agrees that it will reimburse the Supplier for any costs which the Supplier can prove it has reasonably and properly incurred as a direct consequence of such an early termination which shall represent full and final settlement of such early termination (the "Termination Sum"). The Supplier shall submit invoices to the Purchaser (which shall comply with the provisions of clause 9 above) for each of the Termination Sum and any outstanding sums due under the Order. This provision shall apply regardless of the reason for termination and whether or not clause 27.3 below has been invoked.

13.2 Each of the following events is an Event of Default:

13.2.1 the Supplier fails to comply with any of its Obligations under the Order and, if that default is capable of remedy, the Supplier fails to cure that default within thirty (30) days of the Purchaser giving written notice to it requiring remedy; or

13.2.2 the Supplier is unable to pay its debts generally as they fall due; or

13.2.3 a resolution is passed at a meeting of the Supplier for (or to petition for) its winding-up or administration, or the Supplier presents any petition for its winding-up or administration, or an order for the winding-up or administration of the Supplier is made, (unless in each case it is a Voluntary solvent winding-up, reconstruction, amalgamation or reorganisation or part of a solvent scheme of arrangement); or

13.2.4 the Supplier agrees to any kind of composition, rescheduling, scheme, compromise or arrangement involving it and its creditors generally (or any class of them) as a result of financial difficulties; or

13.2.5 any administrative or other receiver or any manager of all or substantially all of the assets of the Supplier is appointed or an encumbrancer takes possession of, or any execution or distress is levied against, all or substantially all of the assets of the Supplier and which is not paid out or discharged within thirty (30) days after such appointment, taking possession or levy; or

13.2.6 the Supplier is acquired by or merged with any third party or any change of control shall occur; or

13.2.7 the Supplier is or may be unable, in the Purchasers reasonable opinion, to perform its Obligations under the Order.

13.3 On or at any time after the occurrence of an Event of Default, the Purchaser shall be entitled (without prejudice to any other right or remedy) on giving written notice to the Supplier to exercise anyone or more of the following rights or remedies:
13.3.1 to reduce, reschedule or cancel any of the Supplies or to refuse to accept the provision of any further Supplies and in each case without having any liability to the Supplier;
13.3.2 to recover such damages as it may have sustained in connection with or as a result of such Event of Default; and/or
13.3.3 to terminate the Order in whole or in part.
13.4 Upon termination, howsoever arising, the Supplier shall return all of the Purchaser's information, tooling and data forthwith to the Purchaser and shall, if requested, provide the Purchaser with all such documentation and information as may be necessary to enable either the Purchaser or a third party to complete the Supplies ordered.
13.5 Upon receipt of notice of termination of the Order, the Supplier shall:
13.5.1 cease provision of the Supplies as directed by the Purchaser; and
13.5.2 minimise all its costs associated with the termination of the Order.
13.6 Termination of the Order shall not affect or prejudice the accrued rights of the Parties as at termination or the continuation of any provision expressly stated to survive, or which implicitly survives, termination.
13.7 The terms and conditions of the Order do not derogate from any of the Purchaser's statutory and common law rights and are in addition to those rights and not in substitution for them.

14. FORCE MAJEURE
14.1 Neither Party shall be deemed in breach of the Order or liable to the other for delay in performing its obligations, or failure to perform any such Obligations, under the Order, if the delay or failure results from Force Majeure provided that the affected Party:
14.1.1 promptly notifies the other Party, in writing, of the known or anticipated event which causes or may cause it;
14.1.2 produces reasonable evidence of its occurrence;
14.1.3 uses all reasonable endeavours to eliminate or minimise the delay and continues to fulfil its obligations to the extent that they are not affected by the Force Majeure;
14.1.4 recommences its full performance as soon as is reasonably possible following its cessation; and
14.1.5 gives notice of the cessation of any event previously notified to the other Party as likely to result in prevention or delay in execution of the Order.
14.2 If a Party is affected by Force Majeure, it will use its reasonable endeavours to mitigate its effect. Neither Party will be entitled to any payment from the other for any costs or expenses incurred as a result of it.
14.3 If a Force Majeure exceeds a continuous period of thirty (30) days, then the Purchaser shall have the right by written notice to the Supplier to terminate the Order immediately without having any liability to the Supplier except in respect of that part of the Supplies already delivered to and accepted by the Purchaser prior to such termination.

15. INTELLECTUAL PROPERTY RIGHTS
15.1 The Supplier represents and warrants that the Supplies and anything done by the Purchaser or its customer in relation to the Supplies will not infringe any Intellectual Property Rights of a third party.
15.2 The Supplier shall indemnify and hold the Purchaser harmless against all losses, claims, demands, charges, fees (including legal and other professional costs), payments, royalties, damages, costs and expenses of any kind arising from the infringement or alleged infringement of any Intellectual Property Rights owned or controlled by a third party arising out of or in connection with work done under the Order or to anything done by the Purchaser or its customer arising out of or in connection with the Supplies.
15.3 Where applicable, the Supplier agrees that all Intellectual Property Rights created as a result of the work undertaken by the Supplier, its agents or sub-contractors for the purpose of the Order shall vest in and be the absolute property of the Purchaser. Consequently, the Supplier assigns to the Purchaser, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights created as a result of the Order and the Supplier shall (at its own cost) do all necessary acts to vest such Intellectual Property Rights in the name of the Purchaser or its nominee, such acts to include (without limitation) the execution of documents.

16. CONFIDENTIALITY

16.1 Except with the prior written consent of the Purchaser, the Supplier shall not disclose any details of the Order or the Supplies or any other technical or commercial information, know-how, specifications, inventions, processes or initiatives of the Purchaser or CRM which are of a confidential nature to any person other than a person employed by the Supplier in the carrying out of the order or any agent or sub-contractor of the Supplier accepting a like obligation. Such disclosure shall be made in confidence and shall extend so far only as may be necessary for the purpose of the order.

16.2 All documents, including (without prejudice to the generality) specifications, drawings, plans or other data and any information contained therein supplied by the Purchaser for the purposes of the Order Including all copies shall remain the property of the Purchaser and shall be returned to the Purchaser on completion of the Order or upon request of the Purchaser. The Supplier shall not use or permit any third party to use such documents or such information or any document or information generated by the Supplier under the Order for any purpose whatsoever other than the fulfilment of the Order.

16.3 The provisions of this clause 16 shall survive termination of the Order, howsoever arising.

17. INDUCEMENTS & ETHICS

17.1 Whether acting alone or with others, the Supplier undertakes that it will not do, and warrants that prior to accepting the Order it has not done, any of the following:

17.1.1 induce an employee, agent or sub-contractor of the Purchaser to make any concession to or confer any benefit on the Supplier, refrain or withhold from doing any act or alter any of the requirements of the Order in return for any gift, Money, benefit or other inducement; nor

17.1.2 without the prior written consent of the Purchaser, pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue of the Order; nor

17.1.3 encourage or facilitate an employee, agent or sub-contractor of the Purchaser to commit any act of dishonesty against the Purchaser which may benefit the employee, agent or sub-contractor of the Purchaser or be a detriment to the Purchaser, or both.

18. PUBLICITY

The Supplier shall not publicise in any media or public announcement information regarding the terms of the Order or the Supplies provided without the prior written consent of the Purchaser.

19. NOTICES

Any notice under the Order sent by one Party to the other shall be in writing and shall be sent by first class post using recorded delivery to its address set out in the Order or to such other address as may from time to time be notified by the one to the other and shall be deemed to be delivered two (2) business days after posting. E-mail or facsimile transmissions will not be an acceptable means of sending notices.

20. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under the Order or by law shall constitute a waiver of that right or remedy, nor shall it preclude or restrict the exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that right or remedy.

21. SEVERABILITY

If any of the provisions of the Order are found to be invalid, illegal or unenforceable this shall not affect the validity of the remaining provisions. In the event of such occurrence, the Parties shall, in so far as it is legally permitted, agree on the replacement of the relevant provision with a valid one achieving the same or a similar purpose.

22. AMENDMENT

No amendment to the Order shall be valid unless it is contained in an Order amendment issued by the Purchaser which the Supplier shall accept by signing and returning the Order Acknowledgement, by accepting the Order Acknowledgement through the relevant process (or, if the Supplier fails to sign and return the Order Acknowledgement, it shall be deemed to have accepted by carrying out the work which reflects the amendment).

23. ASSIGNMENT & SUB-CONTRACTING
23.1 The Purchaser may at any time assign or transfer all or any of its rights and/or obligations under the Order without the consent of the Supplier.
23.2 The Supplier may not assign or transfer all or any of its rights and/or obligations under the Order without the prior written consent of the Purchaser.
23.3 The Supplier may not sub-contract any of its obligations under the Order without the prior written consent of the Purchaser except as is customary in the trade.

24. ENTIRE AGREEMENT
The Order constitutes the entire agreement between the Parties with respect to the subject matter of the Order and supersedes any prior discussions, oral or written agreement with respect to the subject matter of the Order provided that nothing in this clause shall exclude liability for fraudulent misrepresentation.

25. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999
A third party who is not a Party to the Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Order but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

26. LAW & JURISDICTION
26.1 The Order, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with the laws of England and Wales.
26.2 If there is any dispute at any time between the Parties arising out of or in connection with the Order, then the Parties shall use reasonable endeavours to resolve the dispute amicably.
26.3 Subject to the provisions of clause 26.2 above, the Parties agree that any dispute arising out of or in connection with the Order, including any question regarding its existence, validity or termination, and any dispute relating to any non-contractual obligations arising out of or in connection with the Order, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English.

27. INTERNATIONAL TRAFFIC IN ARMS REGULATIONS (ITAR)
27.1 The Supplier shall take note that it is a contravention of US legislation to supply any US origin defence equipment, service and/or technical data as defined in the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130), unless the prior written authorisation of the US Office of Defence Trade Control (DTC) (refer to ITAR 120.12) has been obtained. The Supplier must identify any Supplies, or components thereof, to be supplied under this purchase order or quotation for which a DSP5 licence is required to export from the United States under the ITAR regulations. If the supplier fails to advise otherwise in writing, the Purchaser shall assume that the goods pertaining to this Quotation/Purchase order are not subject to any US Export Controls. In the event of a contract between the Supplier and Purchaser, the Purchaser requires a copy of the resultant DSP5 licence. In the event the Supplier is unwilling to provide a copy to the Purchaser, the Supplier shall ensure appropriate information from the licence is communicated to the Purchaser to enable compliance with the requirements of the DSP5 licence.
27.2 It is the responsibility of the Supplier to identify all US origin defence equipment, services and technical data as defined in the ITAR, to be transferred and further ensure that written DTC authorisation for the transfer of all US origin defence equipment's, services and technical data, identified in the terms of this clause, has been granted, before the transfer of such items.

28. EXPORT ADMINISTRATION REGULATIONS (EAR) of the US Department of Commerce
28.1 The Supplier must identify any Supplies or components thereof to which a licence is required under the EAR, the category in the Commercial Control List (CCL) they fall under and provide full details of what restrictions are applied. If a licence is not required the Supplier must identify if they are categorised as NLR or NLR EAR99. If the supplier fails to advise otherwise in writing, the Purchaser shall assume that the goods pertaining to this Quotation/Purchase order are not subject to any US Export Controls.