
	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

This document sets forth the purchase order terms and conditions applicable binding upon suppliers of Products or Services (herein each referred to as a **“Seller”**) to PLEXSYS Interface Products UK Ltd. and its Affiliates (herein referred to as the **“Buyer”**), pursuant to purchaser orders issued from time to time by the Buyer to Seller as more fully described herein.


1. DEFINITIONS

- A. **“Acceptance”** or **“Accept”** means the verification by Buyer and/or Buyer’s customer, in each such Party’s sole discretion, that the delivered Products and/or Services fully conform to and meet all required specifications, standards and/or criteria as set forth in this Order the timing of which shall be governed by the terms set forth in Section 2.A. Order Acceptance.
- B. **“Affiliate(s)”** shall mean, with respect to a Party, any other company, partnership, or other entity which directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with such Party. For purposes of such definition, the term “control” of an entity shall mean the power to direct or cause the direction of the management and policies of such entity whether through: (i) ownership of more than fifty percent (50%) of voting securities; (ii) contract rights; (iii) board representation; or (iv) other means of effective control.
- C. **“AI System”** means any Artificial Intelligence (including without limitation any generative Artificial Intelligence), large language model, or machine learning system or algorithm.
- D. **“Artificial Intelligence”** or **“AI”** means technology that can make decisions, create predictions, generate new content or recognize patterns without being explicitly programmed to do so.
- E. **“Authorized Representative”** means the person authorized by Buyer’s purchasing organization to administer and/or execute this Order and who has sole authority to make contractual commitments on behalf of Buyer, to provide contractual direction, and to change contractual requirements of this Order.
- F. **“Buyer”** means the PLEXSYS Interface Products UK Ltd. or any of its Affiliates which issue an Order to a Seller for the purchase of Products or Services pursuant to the terms set forth herein.
- G. **“Classified Information”** means any information or material, regardless of physical form or characteristics, that is owned by, produced or for, or under the control of the United Kingdom MOD (UKMOD), and which requires protection against unauthorised disclosure, and is so designated as “Confidential,” “Secret,” or “Top Secret.”
- H. **“Data”** means all financial information, business information, designs, dimensions, specifications, drawings, patterns, computer files or software, know how, reports or other information, including but not limited to Technical Data, used in the design and manufacture of Products or the provision of Services. Data may be recorded in a written or printed document, computer or electronically stored, software, or any other tangible form of expression.
- I. **“Defense Article”** shall have the meaning defined in ITAR 22 C.F.R. § 120.31.
- J. **“Defense Service”** shall have the meaning defined in ITAR 22 C.F.R. § 120.32.
- K. **“ITAR”** refers to the International Traffic in Arms Regulations, which are administered by the United States Department of State’s Directorate of Defense Trade Controls and govern the export and import of defense-related articles and services on the United States Munitions List (USML).
- L. **“Order”** means the instrument of contracting, including these terms and conditions along with any

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

attachments, exhibits, schedules, and other documents specifically referenced in or included herein and constitutes the entire agreement between the Buyer and the Seller regarding the purchase and sale of Products and/or Services. Any changes, modifications, or amendments to this Order must be in writing and executed by duly authorized representatives of both Parties. "Order" includes all subsequent modifications, clarifications, or adjustments agreed upon in accordance with the procedures outlined within this document.

- M. **"Other Agency Supplemental Clauses"** refers to additional contractual clauses that are specified by government agencies other than the UKMOD and are required to be included in contracts and subcontracts to comply with specific regulations and policies and are identified either in Clause 58 of this Order or are separately attached to this Order and are applicable to the performance of this Order as mandated.
- N. **"Party/Parties"** means Buyer and Seller individually/collectively.
- O. **"Prime Contract"** means the contracting instrument issued to Buyer or Buyer's higher tier customer for the acquisition of Products and/or Services.
- P. **"Product(s)"** means those goods, supplies, software licenses, Data, materials, articles, items, parts, components or assemblies, and any incidental Services described in this Order.
- Q. **"Proprietary Information"** means information disclosed by the Parties to support performance of this Order that is provided or otherwise made available by Buyer (hereinafter the "Disclosing Party") to Seller (hereinafter the "Receiving Party") and is marked proprietary or bears a marking of like import. Information accessed or made available in electronic form shall be considered Proprietary Information if: (i) any display of the information also displays a proprietary legend or (ii) if such information is accessed or made available to the Receiving Party via a secure website or portal. Orally or visually disclosed information shall be deemed Proprietary Information only if identified as proprietary at the time of disclosure and summarized and confirmed in a written and labeled description delivered to the Receiving Party within fifteen (15) days .Proprietary Information shall not include information that: (a) is or becomes publicly known through no wrongful act of the Receiving Party; (b) is already known to the Receiving Party at the time of disclosure without obligation of confidentiality as evidenced by prior written records; (c) is independently developed by the Receiving Party without reliance on or use of the Disclosing Party's Proprietary Information, as evidenced by written records; (d) is disclosed to the Receiving Party by a third party who is not, to the Receiving Party's knowledge, in breach of an obligation of confidentiality to the Disclosing Party; or (e) is required to be disclosed by law or court order, provided the Receiving Party first gives prompt notice to the Disclosing Party of such requirement and cooperates with the Disclosing Party in seeking a protective order or other appropriate remedy.
- R. **"Seller"** means the Party with whom Buyer is contracting under this Order for the supply of Products or Services to the Buyer or its customers or any Affiliate thereof approved in writing by Buyer's Authorized Representative.
- S. **"Sensitive Information"** means any Information that is collected, processed, maintained, used, shared, or disseminated in connection with this Order that requires protection to ensure its confidentiality, integrity and availability including, but not limited to, any PLEXSYS Proprietary Information and third-party Proprietary Information (identified as such), Personal Information, export-controlled information, Registry and trade secrets.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

- T. **“Service(s)”** means Seller’s time and effort, including any items, articles, Data, or similar materials provided to Buyer which are incidental to the performance of the Service.
- U. **“Technical Data”** means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). Technical Data also includes unclassified and Classified Information as defined in the International Traffic in Arms Regulations (ITAR) 22 Code of Federal Regulations (C.F.R.) § 120.33 and Technology, as defined in the Export Administration Regulations (EAR) Part 772 and Supplement 1 to Part 774.
- V. **“UKMOD.”** means the Ministry of Defence of the United Kingdom

2. ORDER ACCEPTANCE

- A. Any additional or different terms proposed in Seller’s acceptance or acknowledgment of Buyer’s offer including, but not limited to, shrink-wrapped, click-through, or standard terms and conditions not specifically negotiated and identified on this Order, which add to, vary from, or conflict with the terms herein are hereby expressly rejected by Buyer and shall have no force or effect. Any such proposed terms shall be void and the terms herein shall constitute the complete and exclusive statement of the terms and conditions of the contract between the Parties and may hereafter be modified only by written instrument executed by the Authorized Representative of each Party. Any of the following shall constitute Seller’s unqualified acceptance of this Order: (a) acknowledgement of this Order; (b) furnishing of any part of the Products and/or Services under this Order; (c) acceptance of any payment for the Products and/or Services subject to this Order; or (d) commencement of performance under this Order.
- B. After acceptance of this Order or at any time during the performance of this Order, if Seller identifies any portion of this Order is inaccurate, inconsistent or incomplete, then Seller shall promptly notify Buyer in writing and work with Buyer to resolve such discrepancies in good faith.


3. ORDER OF PRECEDENCE

In the event of any inconsistency between the terms set forth in this Order, the inconsistency shall be resolved by giving precedence in the following order:

- A. The requirements set forth on the purchaser order (including mandatory clauses flowed down in accordance with the Buyer’s customer requirements) submitted by the Buyer to Seller, with the purchase order most recently delivered by Buyer to Seller, taking precedence
- B. The terms and conditions set forth herein (including any referenced Addenda),
- C. Any Statement of Work
- Any applicable Specifications or Drawings
- D. All Quality/Mission Assurance Requirements
- E. Supplier Data Requirements List (SDRL)/Data Item Description (DID)
- F. Other Referenced Documents

4. ASSIGNMENT

- A. Seller shall not assign or transfer, in whole or in part, this Order or any of its rights, payments, claims or interest under this Order without Buyer’s prior, written consent. Any purported assignment in contravention of this clause shall be deemed null and void.
- B. Buyer may make direct settlements or adjustments in price, or both, with Seller under the terms of

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach


this Order notwithstanding any assignment of claims for money due or to become due under this Order and without notice to the assignee.

5. SUBCONTRACTING

- A. Seller shall not subcontract the entirety or any part of this Order without the prior written authorization of Buyer, and Seller shall require an agreement with conforming performance requirements from immediate and lower-tier suppliers. This restriction on subcontracting shall not apply to authorized distributors, dealers, jobbers or industrial suppliers nor shall it apply to purchases of standard commercial articles, including electronic components or raw materials including castings, forgings, and rough welded structures on which Seller will perform further work.
- B. No subcontract placed under this Order shall provide for payment on a cost-plus-percentage-of-cost basis and Seller agrees to select subcontractors/suppliers on a competitive basis to the maximum practical extent consistent with the objectives and requirements of this Order.
- C. Any subcontract, assignment, or other transfer of rights or obligations arising under this Order and made to a foreign person, as defined in the International Traffic in Arms Regulations or the UK Export Regulations, must comply with the Export and Import Compliance clause herein.

6. INVOICING AND PAYMENT

- A. Unless otherwise specified in this Order, Seller will refer to Buyer's invoice instructions.
- B. Payment terms will be stated in this Order. Payment due dates, including discount periods, will be calculated from the date of Buyer's Acceptance of Product(s) or Service(s) or correct invoice, whichever is later. Any applicable discount will be taken on the full amount invoiced. Buyer has the right, without loss of discount privileges, to pay invoices covering Products shipped in advance of schedule on the normal maturity after the date specified for delivery. Payment shall not constitute Acceptance or approval of Products or Services rendered, nor waive any rights of Buyer under this Order or at law. At any time prior to final payment under this Order, Buyer may have invoices validated. Payment of Seller's invoices shall be subject to adjustment for any amounts found to have been improperly invoiced. Buyer shall be entitled at all times to set off (a) any amount owing at any time from Seller to Buyer or any of its Affiliates; (b) any damages resulting from Seller's default under or breach of any contract (including any purchase order and these terms); (c) any adjustment for shortage or rejection and any associated costs, against any amount payable at any time by Buyer or any of its Affiliates to Seller.
- C. Release of Financial Liability and Claims. All amounts accrued and made payable by the Buyer to the Seller under this Order shall be invoiced in full no later than one hundred and eighty (180) days from the contractual end date of performance (the "**Limitation Period**"). Unless otherwise mutually agreed to by the Parties, Seller hereby agrees to release and discharge the Buyer, its officers, agents, and employees, successors and assigns of and from all liabilities, obligations, and claims arising out of or under this Order, where such are submitted after the Limitation Period. Failure to invoice within this period shall constitute an irrevocable waiver of the right to payment from the Buyer.
- D. Payments to Seller shall be made to the designated financial account at an office or branch of a regulated bank located in the United Kingdom, or in the event this Order is made by an Affiliate not located in the United Kingdom, the Payments may be made to the designated financial account at an office or branch of a regulated bank located in the Affiliate's jurisdiction, provided such bank meets international banking standards and anti-money laundering requirements. To prevent and detect

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach


fraudulent and unauthorized payment instructions, Seller shall implement and maintain multifactor authentication and other reasonable security measures on Seller's network systems accounts and any Seller purchasing system account, and any Seller email accounts, including cloud-based email accounts such as Microsoft 365, through which payment instructions could be transmitted to Buyer. Buyer shall not be responsible to pay Seller for any misdirected payments or other damages or losses attributable to Seller's failure to use multifactor authentication and other reasonable security measures.

7. DEFECTIVE WORK

- A. Notwithstanding any prior Acceptance, Buyer may reject or require prompt correction of any Products or Services which are, in Buyer's judgment, defective in material or workmanship or otherwise fail to meet the drawings, designs, statement of work, specifications or other technical documents, or other requirements of this Order.
- B. If Seller delivers defective or nonconforming Products or Services, Buyer may take one of the following actions:
 1. Accept all or part of the defective or non-conforming Products or Services at an equitable price reduction or credit against any amounts that may be owed to Seller under this Order or otherwise;
 2. Reject all or any part of a delivery or performance of defective or non-conforming Products or Services and demand delivery of conforming Products or re-performance of Services. All rejected Products shall be shipped back to Seller at Seller's expense and any re- performance of defective or nonconforming Services shall be at no cost to Buyer. All repair, replacement and other correction and redelivery shall be completed within the original delivery schedule unless otherwise directed by Buyer. Any rejected or corrected Products or Services shall not thereafter be tendered for Acceptance unless the former rejection or requirement for correction is disclosed;
 3. If Seller is unable or unwilling to re-perform or correct defective or nonconforming Products or Services, Buyer may:
 - a. Make or perform, or have a third party make or perform, all repairs, modifications, or replacements necessary to enable such Product or Service to comply in all respects with Order requirements and charge the expense incurred to Seller; or
 - b. Terminate this Order for default in whole or in part.
- C. Seller shall immediately notify Buyer upon discovery of actual or potential defects or non-conformance affecting delivered Product or performed Service.

8. WARRANTY

- A. Seller expressly warrants that all Product(s) delivered, and Service(s) performed hereunder shall be free from defects, shall be of good materials and workmanship, shall conform to all requirements of this Order, and shall be free of any claim of any third party.
- B. Seller shall pass through and assign to Buyer all OEM warranties and shall further warrant all goods and services provided hereunder for not less than 12 months from the date of acceptance by Buyer. All warranties shall survive inspection, acceptance and payment.
- C. Seller acknowledges that any deliverable incorporating an AI System, including components, algorithms, or outputs, shall be clearly identified in its documentation and deliverables to Buyer. Seller warrants that all AI Systems included in deliverables comply with the specifications and standards set forth in this Order and applicable laws and regulations concerning AI. Seller shall


	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

disclose to Buyer any AI-related processes or data utilized in deliverables, ensuring that these processes do not infringe upon third-party rights or violate any data protection laws. Seller shall not use AI Systems to process Buyer's data or proprietary information without Buyer's prior written consent. Any AI System developed or used by Seller must not retain Buyer's data beyond the scope of this Order or use such data to train or enhance any AI models without explicit written authorization from Buyer. Seller agrees to indemnify, defend, and hold harmless Buyer against any claims, damages, losses, liabilities, and expenses (including reasonable attorneys' fees) arising from or related to any breach of this clause, including but not limited to unauthorized disclosure or misuse of Buyer's data and intellectual property through AI Systems. In the event of an AI-related incident impacting the deliverables, Seller shall promptly notify Buyer and cooperate fully in resolving such incidents, including taking corrective actions to mitigate potential damages.

- D. The foregoing warranties shall survive inspection and Acceptance of, and payment for, the Product(s) delivered, and Service(s) performed hereunder and shall remain in effect as to each Product furnished or Service performed and shall run to Buyer, its successors, assigns, and customers. These warranties shall not be deemed to limit any warranties of additional scope given to Buyer by Seller, nor limit Buyer's rights or Seller's obligations under any other provision of this Order, at law or in equity. No warranties are waived by Buyer supplying, reviewing, commenting upon, or approving plans, specifications, or Data, issuing changes to this Order, or inspecting or Acceptance of the Product(s) or Service(s) or both.
- E. Buyer may determine the Product(s) or Service(s) or both do not meet the warranties and guarantees specified herein. For Product(s), Buyer may, within its sole discretion, return such Product(s) to Seller at Seller's expense, including transportation charges, for correction, replacement, repair, or credit. For Service(s), Buyer may, within its sole discretion, refuse to confirm satisfactory completion of Service(s) and require Seller re-perform such Service(s). If repair, replacement, or re-performance of the Product(s) or Service(s) or both is not timely, Buyer may elect to return, repair, replace, or re-procure the non-conforming Work at Seller's expense. Any corrected, replaced, or repaired Product(s) or re-performed Service(s) shall be subject to the provisions of this Clause. Should Buyer's customer require Acceptance of the Product(s) or Service(s) or both not conforming to this warranty, the Parties will mutually agree on consideration to Buyer, including but not limited to a refund or equitable reduction in price.

9. CHANGES

- A. Buyer's Authorized Representative may at any time, in writing, and without notice to sureties or assignees, if any, make changes within the general scope of this Order (provided such changes are within the reasonable commercial capabilities of Seller, as determined by Buyer in good faith,). in (1) drawings, designs, statement of work, specifications, planning and /or other technical documents; (2) method of shipment, packaging, or packing; (3) time and place of inspection, delivery or Acceptance; (4) reasonable adjustments in quantities and/or delivery schedules; (5) place of performance of the Service; (6) the amount of Buyer/Government furnished property; and (7) terms and conditions required to meet Buyer's obligations under its higher tier contract or Prime Contract, including, but not limited to, any mandatory flow-down clauses.
- B. If any authorized change causes an increase or decrease in the cost or time required to perform this Order, Buyer and Seller shall negotiate an equitable adjustment in the price and/or schedule, to reflect the increase or decrease. Buyer shall modify this Order in writing accordingly.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach


1. Any claim for adjustment shall be unconditionally waived unless: (i) asserted in writing and delivered to Buyer's Authorized Representative within fifteen (15) days of the date of the written change order and (ii) a fully supported proposal is delivered to Buyer's Authorized Representative within thirty (30) days of the date of the written change order.
 2. If Seller claims the cost of any Product made obsolete or excess, Buyer shall have the right to prescribe the manner of disposition of the Product to include the right to acquire that Product for cost claimed.
 3. Buyer, its Authorized Representatives, and its customer have the right to examine any of Seller's pertinent books and records for the purpose of verifying Seller's claim. However, at Seller's request, in lieu of Buyer, a mutually agreeable third party can examine books and records to verify Seller's claim.
 4. Failure to agree to any adjustment shall be a dispute within the meaning of the "Disputes" clause hereof. However, Seller shall not be excused from proceeding with this Order as changed.
- C. Buyer's engineering, technical personnel and other representatives may from time-to-time render assistance or give technical advice or discuss issues or engage in an exchange of information with Seller's personnel concerning the Products or Services hereunder. Following any such discussions, Seller shall promptly notify Buyer's Authorized Representative, in writing, of any discussions that Seller believes could impact scope, schedule or costing. In no event shall such discussions or actions be deemed to change or otherwise modify this Order, form the basis for an equitable adjustment, or relieve Seller of its obligations under this Order unless set forth in writing by the Authorized Representative of Buyer.

10. GOVERNING LAW

Both Parties agree that, irrespective of the place of performance of this Order, this Order will be governed, construed, and interpreted according to the law of England without regard to its conflict of laws or choice of law rules or principles.

11. DISPUTES

- A. Any dispute arising under or in connection with this Order with respect to the rights, duties, or obligations of the Parties shall be submitted in writing for resolution to ascending levels of management of the respective Parties.
- B. If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within forty-five (45) days from the date of the written claim is received by the other Party, or such additional time as the Parties agree upon in writing, either Party may bring suit. The Parties waive any objection based on lack of personal jurisdiction, improper venue or *forum non conveniens*.
- C. Pending any prosecution, appeal, or final decision referred to in this clause, or the settlement of any dispute arising under this Order, both Parties shall proceed diligently, with their respective obligations under this Order.
- D. To the maximum extent permitted by law, the Parties waive any right to a jury trial.
- E. In no event shall Buyer be liable for anticipated profits, incidental or consequential damages. Buyer's liability on any claim, of any kind and for any loss or damage arising out of, connected with or resulting from this Order, or from the performance or breach thereof shall, in no case, exceed the price allocable to the Products and/or Services, or unit thereof, which gives rise to the claim. Buyer shall not be liable

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

for penalties of any description. Any action resulting from any breach on the part of Buyer as to the Products and/or Services delivered hereunder must be commenced within one year after the cause of action has accrued.


- F. In no event shall Seller acquire any direct claim, or direct course of action against the UKMOD. except as authorized by law.

12. TERMINATION FOR CONVENIENCE

- A. This Order and any and all rights granted, and obligations assumed hereby may be terminated in whole or part by Buyer giving written notice to Seller. Upon receipt of a notice of termination, and except as otherwise directed by Buyer, Seller shall immediately, as to the terminated portion of this Order and regardless of any delay in determining or adjusting any amounts due under this clause, promptly stop work, notify subcontractors to stop work, and protect property in Seller's possession in which Buyer has or may acquire an interest.
- B. As directed by Buyer, Seller shall transfer title and possession to Buyer of any inventory and property, including plans, drawings, and information held by Seller which is for Buyer's Order. In accordance with Buyer's instructions, Seller shall assign to Buyer all right, title, and interest of Seller under the subcontracts of Seller that are terminated, in which case Buyer shall have the right to settle or to pay any termination settlement proposal arising out of those terminations. With approval or ratification to the extent required by Buyer, Seller shall settle all outstanding liabilities and termination settlement proposals arising from the termination of Seller's subcontracts; the approval or ratification will be final for purposes of this clause.
- C. Seller shall submit a termination settlement proposal within sixty (60) days after the effective date of the termination notice incorporating all claims of Seller in the form and with the certification prescribed by Buyer. Seller and Buyer may agree upon the whole or any part of the amount to be paid because of the termination and this Order shall be amended and Seller paid the agreed amount. In no event shall payment to Seller exceed the total Order price as reduced by the amount of payments previously made and this Order price of work not terminated.
- D. Unless otherwise provided in this Order, Seller shall maintain all records and documents relating to the terminated portion of this Order for three (3) years after final settlement. This includes all books and other evidence bearing on Seller's costs and expenses under this Order. Seller shall make these records and documents available to Buyer, at Seller's office, at all reasonable times, without any direct charge.

13. TERMINATION FOR DEFAULT

- A. Subject to paragraphs C and D below, Buyer may terminate this Order in whole or in part, by written notice of default to Seller if Seller:
 1. Fails to deliver the Products or to perform the Services within the time specified in this Order or any extension;
 2. Fails to make progress so as to endanger performance of this Order or to perform any of the other provisions of this Order and does not cure that failure within a period of ten (10) days after receipt of the notice from Buyer specifying Seller's failure to perform; or
 3. Becomes insolvent or makes a general assignment for the benefit of creditors, or files or has filed against it a petition of bankruptcy or pursues any other remedy under any other law relating to the relief for debtors, or in the event a trustee or receiver is appointed for Seller's property or


	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

business; or assignment.

- B. If Buyer terminates this Order in whole or in part, it may acquire, under the terms and in the manner Buyer considers appropriate, Products or Services similar to those terminated, and Seller will be liable to Buyer for any excess costs for those Products or Services. However, Seller shall continue the work not terminated. In addition, Buyer may rework or repair any Product or re-perform any Service, at Seller's cost.
- C. If this Order is terminated for default, Buyer may require Seller to transfer title and deliver to Buyer, as directed by Buyer, any (1) completed Products, and (2) partially completed Products and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that Seller has specifically produced or acquired for the terminated portion of this Order. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest.
- D. Buyer shall pay this Order's price for completed Products delivered or Services performed and accepted. Seller and Buyer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property.
- E. Buyer shall, at its option, have the right to set off against, or as appropriate apply to the payment or performance of any obligation, sum or amount owing at any time to Buyer under this Order, all deposits, amounts, or balances held by Buyer for the account of Seller, any amounts owed by Buyer to Seller, and any sum Buyer determines to be necessary to protect Buyer against loss because of outstanding liens or claims of former lien holders.
- F. The rights and remedies of Buyer in this clause are in addition to any other rights and remedies provided by law or under this Order.

14. GOVERNMENT OR BUYER PROPERTY

- A. Title to all property furnished to Seller by Buyer, Buyer's customer, UKMOD., or foreign Government paid for by Buyer, UKMOD, or foreign Government shall remain with Buyer, UKMOD, or foreign Government as applicable. Seller shall not alter or use such property for any purpose or for any other Party other than that specified by Buyer, UKMOD, or foreign Government without the prior written consent of Buyer, UKMOD, or foreign Government. If Buyer, UKMOD. or foreign Government agrees to pay Seller for acquisition of tooling and equipment, either separately or as a stated part of the unit price of Products purchased herein, title to the same shall pass to Buyer, UKMOD, or foreign Government as applicable, upon (i) commencement of processing for use in performance of this Order, or (ii) Buyer payment therefore, whichever occurs first.
- B. Seller shall assume the risk of, and be responsible for, any loss, theft, destruction of or damage to Buyer property while in Seller's possession or control, regardless of cause and without regard to Seller's fault or negligence. If Seller damages any property, Seller shall be responsible for making repairs, or replacement, at no cost to Buyer.
- C. Seller shall assume full risk of loss, and be responsible for, any loss, theft, destruction of or damage to UKMOD. or foreign Government property while in Seller's possession or control and shall be responsible for making repairs or replacing the item at no cost to the UKMOD. or foreign Government.
- D. Seller shall return all Buyer, UKMOD., or foreign Government owned property in a condition as good as when received except for reasonable wear and tear.


	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

15. TAXES AND DUTIES

The price of this Order includes all applicable foreign and domestic federal, state, and local taxes, duties, tariffs, and similar fees (“**Taxes**”) levied upon, or measured by, the sale, the sales price, or use of Products and/or the performance of Services associated with this Order. Seller shall separately list on its invoice any Taxes. Seller shall comply with any reasonable request by Buyer regarding Tax payments under protest and shall make appropriate adjustments to afford Buyer the benefit of any refund or reduction in Taxes.


16. INFORMATION OF BUYER AND SELLER

- A. Unless expressly stated otherwise herein, the exchange of information under this Order shall be governed by this Order and, in particular this Clause, which supersedes any prior agreement between Buyer and Seller to protect information relating to the purpose of this Order.
- B. The Receiving Party shall hold all Proprietary Information in confidence and restrict disclosure thereof to only its employees, Affiliates, contract labor, subcontractors, advisors, and agents who have a need to know so that the Receiving Party may perform its obligations under this Order and are under obligations to hold such information in confidence under terms and conditions at least as restrictive as the terms and conditions of this Order.
- C. Seller agrees to use Buyer’s Proprietary Information only for purposes necessary for performing Seller’s obligations under this Order and shall not use Buyer’s Proprietary Information for any other purpose without the prior written consent of Buyer. Upon Buyer’s request, Seller shall destroy or transfer to Buyer all existing copies of Buyer’s Proprietary Information. If the Proprietary Information is copied or reproduced in whole or in part, the copy or reproduction shall carry the same marking as that which appears on the original.
- D. Seller agrees that Buyer may share Seller’s information with other contractors under Buyer’s higher tier contract or Prime Contract, and any follow-on contracts to such agreements, if the other contractors need to use Seller’s information to complete their contracts provided that (1) any restrictive markings remain on the information, (2) the other contractor is under an obligation to protect Seller’s Proprietary Information to the same degree as provided herein, and (3) the other contractor’s use of the information is limited to performance of a contract under Buyer’s higher tier contract or Prime Contract, and any follow-on contracts to such agreements. Seller further hereby grants to Buyer, and Buyer’s customers subject to a Prime Contract, a non-exclusive, irrevocable, worldwide, right and license to copy, modify, use and disclose to the UKMOD. or any higher tier contractor any information received from Seller, including Seller’s Proprietary Information, for the performance of this Order and any higher tier contract or Prime Contract from which this Order is issued, and any follow-on contracts to such agreements.
- E. The Receiving Party agrees to use at least the same degree of care in safeguarding the Disclosing Party’s Proprietary Information, including during storage and transmittal, as it uses for its own Proprietary Information, but in no case less than reasonable care. Promptly upon discovery of an unauthorized disclosure, access, or use, the Receiving Party shall: (a) notify the Disclosing Party; (b) make reasonable attempts to retrieve the Proprietary Information; (c) comply with any reasonable written requests of Disclosing Party regarding such unauthorized disclosure, access, or use; and (d) review and take other reasonable action as appropriate to prevent any future unauthorized disclosures, accesses, or uses.
- F. Exceptions.
 1. The Receiving Party shall not be liable hereunder for use or disclosure of Proprietary

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

Information which occur after such Proprietary Information:

- a. is or becomes publicly known through no wrongful act of the Receiving Party; or
 - b. is known to or in the possession of the Receiving Party without restriction on disclosure or use through no wrongful act of the Receiving Party, as evidenced by competent proof; or
 - c. is rightfully received by the Receiving Party from a third party without restriction and without breach of this Order; or
 - d. is independently developed by the Receiving Party without the use of or reference to the Proprietary Information.
2. In addition, the Receiving Party shall not be liable hereunder for use or disclosure of Proprietary Information if such Proprietary Information is disclosed to satisfy a legal order by a court of competent jurisdiction or UKMOD action; provided, however, that the Receiving Party shall first advise the Disclosing Party within sufficient time prior to the disclosure so that the Disclosing Party has the opportunity to seek appropriate relief from the court or governmental order, and provided further that the Receiving Party shall disclose only those portions of the Proprietary Information legally required to be disclosed and request confidential treatment of the Proprietary Information by the court or governmental entity.
- G. All documents and other tangible media transferred in connection with this Order, together with any copies thereof, are and remain the property of Buyer.
- H. Neither the existence of this Order nor the disclosure hereunder of Buyer information or any other information shall be construed as granting expressly, by implication, by estoppel or otherwise, a license under any invention or patent now or hereafter owned or controlled by Buyer or Buyer's customer, except as specifically set forth herein.
- I. The Receiving Party agrees that the Proprietary Information of the Disclosing Party is valuable and unique, and that the loss resulting from unauthorized disclosure thereof may cause irreparable injury to the Disclosing Party, which may not be adequately compensated in money damages. The Receiving Party, therefore, expressly agrees that the Disclosing Party shall be entitled to seek injunctive and/or other equitable relief, in addition to any other remedies available to the Disclosing Party for breach of this clause.
- J. A Party's obligations with respect to information or Data disclosed hereunder prior to the performance in full or termination of this Order shall not, except as expressly set forth herein, be affected by such performance in full or termination.
- K. Without limiting Seller's other obligations under this Order, Seller hereby represents, warrants and covenants that: (i) Seller shall not disclose or provide to any AI System accessible to any person other than Buyer and Seller, or use with any AI System accessible to any person other than Buyer and Seller, any Buyer Proprietary Information or Buyer Sensitive Information or any portion or derivative thereof; and (ii) Seller shall not use, or permit to be used, any Buyer Proprietary Information or Buyer Sensitive Information, or any portion or derivatives thereof, in any training or development of any AI System or any portion thereof or of any other datasets, systems, algorithms or methodologies, except as Buyer may agree in writing on a case-by-case basis. Seller shall not disclose or provide to any AI System (including any AI System accessible only by Buyer and/or Seller) any Buyer Proprietary Information or Buyer Sensitive Information, or any portion or derivative thereof, if the AI System will train or develop itself based on such information or maintain any persistent copy of such information, or any portion or

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

derivative thereof.

- L. If the Seller is an individual, the Seller shall not be liable under this Agreement or under any applicable law for the disclosure of confidential information or trade secrets where such disclosure qualifies as a protected disclosure under the Public Interest Disclosure Act 1998 or other applicable whistleblowing legislation. This includes disclosures made in good faith and in the public interest to appropriate regulatory, legal, or governmental authorities, or to a legal adviser, for the purposes of reporting suspected illegal conduct.
- M. The Seller shall ensure that any individuals acting on their behalf and authorised to access the Buyer's confidential information are made aware of, and agree to be bound by, this provision.
- N. Buyer's right to use and disclose information provided under this Clause 16 shall not be affected by termination or completion of this Order and remains in effect until performance in full of all contracts and agreements through which Buyer needs to use Seller's information to perform under Buyer's higher tier contract or Prime Contract, and any follow-on contracts to such agreements. The limitations on the scope of use of information under this Clause 16 shall not be affected by termination or completion of this Order.


17. SUBCONTRACT DELIVERABLES

Seller agrees and acknowledges that all deliverables, or portions thereof, under this Order ("**Deliverable Materials**") may be incorporated into deliverables under Buyer's higher tier contract or Prime Contract. Seller agrees to timely deliver all Deliverable Materials to Buyer and mark all Deliverable Materials containing Technical Data and computer software in strict accordance with such marking requirements which apply to this Order.

18. INTELLECTUAL PROPERTY RIGHTS

- A. "**Intellectual Property**" means ideas, inventions, information, works of authorship, and symbols, names, images, and designs embodied in for example, Technical Data, designs, computer software, mask works, computer models, Data, drawings, formulae, specifications, diagrams, processes, know-how, procedures and technology, and all legal rights therein.
- B. "**Works**" means physical manifestations of Intellectual Property created under this Order.
- C. "**Background Intellectual Property**" means Intellectual Property that is (i) in existence prior to the effective date of this Order or (ii) is designed, developed or licensed by a Party after the effective date of this Order independently of both (A) the Work undertaken or in connection with this Order and (B) the Proprietary Information and Intellectual Property of the other Party to this Order.
- D. "**Foreground Intellectual Property**" means all Intellectual Property conceived, created, acquired or initially reduced to practice in connection with this Order.

Each Party shall retain and exclusively own all rights in its Background Intellectual Property and in all Foreground Intellectual Property that it creates. Foreground Intellectual Property jointly generated by employees of more than one Party shall be jointly owned. Neither Party shall have any obligation to account to the other Party for income arising from use of the jointly owned Foreground Intellectual Property. Seller hereby grants to Buyer a non-exclusive, perpetual, irrevocable, worldwide, right and license (with right to sublicense) to copy, modify, use, sell, offer for sale and disclose any Work or other deliverable delivered by Seller under this Order for the performance of this Order and any higher tier contract or Prime Contract, and any follow-on contracts to such agreements. Notwithstanding the above

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

license, Buyer shall not have the right to copy or modify any Seller hardware, except as provided by Clause 9.B (Defective Work) and Clause 12.C (Warranty). If the Work or other deliverable contains third party intellectual property, Seller agrees to obtain the rights from the third party that are sufficient for Seller to grant Buyer the rights in the above license. Seller warrants that it has the rights in the Work or other deliverable sufficient to grant to Buyer the above license.


E. The terms of this Clause shall survive termination or completion of this Order.

19. INTELLECTUAL PROPERTY INFRINGEMENT, WARRANTY, AND INDEMNITY

- A. Seller warrants that the performance of Seller under this Order, including any Services provided by Seller to Buyer, and the sale, use, or incorporation into manufactured Products of all machines, devices, material, software, and firmware which are not of Buyer's design, composition, or manufacture shall be free and clear of infringement of any valid patent, copyright, trademark, mask works, or other proprietary rights.
- B. Seller shall indemnify, defend, and hold harmless Buyer, its directors, officers, employees, consultants, agents, Affiliates, successors, permitted assigns and customers ("**Indemnitees**") from and against all claims, suits, actions, awards (including but not limited to awards based on intentional infringement of patents known at the time of such infringement, exceeding actual damages and/or including attorney's fees and/or costs), liabilities, damages, costs and attorney's fees related to the actual or alleged infringement of any n intellectual property right (including, but not limited to, any right in a patent, trademark, copyright, industrial design or semiconductor mask work, or based on misappropriation or wrongful use of information or documents) and arising out of the performance of Seller under this Order or the manufacture, sale or use of Products delivered by Seller under this Order, or the provision of Services by Seller under this Order, by either Buyer or Buyer's customer ("**Infringement Claims**"). Buyer and/or its customer will promptly notify Seller of any such Infringement Claim and Seller will, at its own expense retain competent counsel approved by the Buyer, and fully defend such Infringement Claim on behalf of the Indemnitees. Seller will have no obligation under this clause with regard to any infringement arising from (a) the compliance of Seller's new Product design with formal specifications issued by Buyer where infringement could not be avoided in complying with such specifications or (b) use or sale of Products for other than their intended application in combination with other items when such infringement would not have occurred from the use or sale of those Products solely for the purpose for which they were designed or sold by Seller.
- C. If the manufacture, use or sale of a Product delivered by Seller under this Order is likely to be or is enjoined as a result of a suit, Seller, at no expense to Buyer, shall obtain for Buyer and its customer the right to use and sell the Product or shall substitute an equivalent Product acceptable to Buyer, at its sole discretion, and extend this indemnification thereto.

20. INDEMNIFICATION

Seller shall indemnify, defend, and hold harmless the Indemnitees, as defined in Clause 19 above, from and against all costs, losses, expenses, damages, claims, suits, or any liability whatsoever (including attorneys' fees), arising out of or in connection with the work to be performed hereunder, including the Products to be sold hereunder, or any act or omission, or any violation of any applicable law, executive order, or regulation, of or by Seller, its agents, employees, or subcontractors, except to any extent otherwise expressly provided for elsewhere within this Order. Buyer will inform Seller of any claim, demand or suit asserted or instituted

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach


against it and, with Buyer's consent, permit Seller to defend the same or make settlement in respect thereof. Buyer shall have the right to participate in the defense of any such claim, demand or suit with counsel of its choosing at Buyer's expense and Seller may not settle, compromise or consent to the entry of any judgment in respect thereof, without Buyer's prior written consent, unless such settlement, compromise or consent: (i) includes an unconditional release of Buyer from all liability arising out of such claim, demand or suit; (ii) is solely monetary in nature; and (iii) does not include an admission of fault by Buyer or otherwise adversely affect Buyer. If Seller fails to indemnify, defend and hold harmless Buyer as provided in this clause, then Seller shall pay for any damages, attorney's fees, and any other fees, costs, and expenses that may be incurred by Buyer in the prosecution of any action to enforce the provisions of this clause.

21. INSURANCE

Insurance Requirements

1. The Seller and its subcontractors shall, at their own cost, procure and maintain insurance coverage with reputable and solvent insurers authorised to carry on insurance business in the United Kingdom (or other jurisdiction in which the work is performed), from the commencement of and throughout the term of this Contract, with the following minimum coverage:
 - a. Employers' Liability Insurance with a minimum limit of £5 million per occurrence, or such higher amount as may be required under statute.
 - b. Public Liability Insurance (equivalent to Commercial General Liability) with a minimum combined single limit of £2 million for any one occurrence, including cover for contractual liability, products liability, completed operations, and property damage.
 - c. Property Insurance covering all Seller-owned, hired, or leased property, tools, equipment, and materials brought onto the Buyer's premises, in respect of which the Seller retains the risk of loss.
 - d. Motor Insurance as required by law, covering all owned, hired, or non-owned vehicles used in connection with the performance of the Contract, with a minimum of £2 million third-party liability.
 - e. Professional Indemnity Insurance (where applicable to the scope of work) with a minimum limit of £1 million per claim.
 - f. Additional insurance appropriate to the nature of the work being performed, including but not limited to:
 - Cyber Liability Insurance, where handling of sensitive or personal data or provision of IT services is involved;
 - Environmental Liability Insurance, where applicable, with a minimum limit of £10 million per event;
 - Crime Insurance (including employee dishonesty and electronic fraud), where handling of funds or sensitive systems is involved, with a minimum limit of £5 million.
 - g. Any other insurance as may be reasonably required by the Buyer and specified in this Contract or associated documents.
2. Minimum limits of indemnity may be met through a combination of primary and excess (umbrella) policies.
3. Deductibles or excess amounts under all policies shall be borne solely by the Seller.

B. Insurance Provisions

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

The insurance required under this Contract shall include the following:

1. A waiver of subrogation in favour of the Buyer (except where prohibited by law);
2. The Buyer shall be named as an additional insured (or equivalent) under the Employers' Liability, Public Liability, Motor Insurance, and any other applicable policies;
3. The Seller's insurance shall respond on a primary basis and not contribute with any insurance maintained by the Buyer;
4. Policies shall include cross liability or severability of interest wording where the Buyer is named as an additional insured;
5. The Seller's insurers shall provide a conflict-free legal defence to the Buyer, including the retention of separate legal representation if required;
6. Bankruptcy or insolvency of the Seller shall not relieve the insurer of its obligations under the policy.

C. Evidence of Insurance

The Seller shall, on request, provide the Buyer or its authorised representative with Certificates of Insurance or other evidence demonstrating compliance with the insurance requirements in this Contract. Updated certificates shall be provided upon renewal or material change to any policy.


22. EXCUSABLE DELAY – FORCE MAJEURE

Except for a default of Seller's subcontractor at any tier or Seller's failure to implement reasonable disaster recovery and business continuity measures, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond its reasonable control and without its fault or negligence. Such causes include, but are not limited to: (1) acts of God or of the public enemy;

(2) acts or failure of any government in either its sovereign or contractual capacity; (3) fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, nuclear incident, or any other act or event beyond reasonable control and without the fault of either Party or its subcontractors. In the event that performance of this Order is hindered, delayed, threatened to be delayed, or adversely affected by causes of the type described above, then the Party whose performance is so affected shall immediately notify the other Party's Authorized Representative in writing, including all relevant information with respect thereof, and shall likewise notify promptly of any subsequent change in the circumstances, and at Buyer's sole option, this Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of such cause or this Order may be terminated for convenience.

23. LABOUR DISPUTES


Whenever Seller has knowledge that any actual or potential labour dispute is delaying or threatens to delay timely performance of this Order, Seller shall immediately, but no later than 24 hours after becoming aware, give notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, nature of dispute, labor organizations involved, detailed contingency plans regarding the protection of Buyer's Order, estimated duration, and potential impact on delivery schedules. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract where a labor dispute might delay timely performance of this Order.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

24. COMPLIANCE WITH LAWS

- A. Seller shall comply with all applicable laws, rules, regulations, and ordinances.
- B. Environmental Health and Safety Performance. Seller shall maintain environmental, health and safety management systems as appropriate to ensure compliance with applicable requirements. Seller further agrees to continuously promote a safe and healthy workplace, and a sustainable environment related to water and air quality, water and energy conservation, greenhouse gas emission reductions, solid and hazardous waste reductions. Seller shall convey the requirements of this Clause 24(B) to its suppliers.
- C. Anti-Corruption Compliance. Seller represents, warrants and covenants that:
 1. It has not and will not, directly or indirectly, pay, promise, offer, or authorize the payment of any money or anything of value in connection with this Order to: (i) an officer, employee, agent or representative of any government, including any department, agency, or instrumentality thereof; (ii) a candidate for political office, any political party or any official of a political party; or (iii) any other person or entity while knowing or having reason to know that all or any portion of such payment or thing of value will be offered, given or promised, directly or indirectly, to any person or entity for the purpose of assisting Buyer in obtaining or retaining business, or an improper business advantage. Without limiting the generality of the foregoing, Seller shall not directly or indirectly, pay, promise, offer, or authorize the payment of any facilitating payment intended to expedite or secure performance of a routine governmental action, such as, customs clearance on behalf of Buyer.
 2. No gifts, travel expenses, business courtesies, hospitalities or entertainment of any nature have been or will be accepted or made in connection with this Order where the intent of was, or is, to unlawfully influence the recipient of the gift, travel expense, business courtesy, hospitality or entertainment. Seller also represents that any gifts, travel expenses, business courtesies, hospitalities or entertainment offered or provided shall meet the following conditions:
 - i. be permitted under the laws and regulations of the country in which this Order will be performed;
 - ii. be consistent with applicable social and ethical standards and accepted business practices;
 - iii. be of such limited value as not to be deemed a bribe, payoff or any other form of improper inducement or payment; and
 - iv. be of such nature that its disclosure will not cause embarrassment for Buyer.
 3. Upon written notice, Buyer or its authorized representatives may audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause.
 4. Breach of any of the foregoing provisions of subparagraphs C.1. or C.2. of this clause by Seller shall be considered an irreparable material breach of this Order and shall entitle Buyer to terminate this Order immediately without compensation to Seller.
- D. Seller shall flow this clause to all lower tier suppliers. This regulation prohibits discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin.

25. EXPORT/IMPORT AND SANCTIONS COMPLIANCE

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

A. General Compliance

The parties acknowledge that the performance of this Contract may involve access to or use of items, software, or technical data subject to export controls and sanctions laws, including:

- The **U.S. International Traffic in Arms Regulations (ITAR)** under 22 C.F.R. 120–130;
- The **U.S. Export Administration Regulations (EAR)** under 15 C.F.R. 730–774;
- The **Arms Export Control Act**, 22 U.S.C. 2751–2799aa-2;
- The **Export Control Reform Act of 2018**, 50 U.S.C. 4801–4826;
- The **International Emergency Economic Powers Act**, 50 U.S.C. 1701–1708;
- U.S. sanctions laws administered by the **Office of Foreign Assets Control (OFAC)** (31 C.F.R. 500–599);
- Any other applicable UK, EU, or international export control and sanctions regulations (collectively, the “Export and Sanctions Laws”).

The Supplier shall comply at all times with the Export and Sanctions Laws and with any authorisations or licences issued under them.

B. Registration and Compliance Programme (where applicable)

If the Supplier is a U.S. person or entity, and is engaged in manufacturing or exporting defence articles or providing defence services, the Supplier represents and warrants that:

1. It is, and will remain throughout the term of this Contract, properly registered with the U.S. Directorate of Defense Trade Controls (DDTC), as required under ITAR Part 122;
2. It maintains an effective export compliance programme in line with ITAR and EAR requirements.

C. Transfer and Re-Export Restrictions

The Supplier shall not re-export, disclose, or otherwise transfer any export-controlled items (including software or technical data) to any person, including its own employees, who is not authorised under the relevant Export and Sanctions Laws and/or the applicable Technical Assistance Agreement (TAA) or export licence.

The Supplier must obtain prior written consent from the Customer before any such re-transfer is made, and must ensure that no such consent from the Customer will relieve the Supplier of its legal obligations under export control laws.


D. Political Contributions, Fees and Commissions (ITAR §130 Reporting)

If the value of this Contract is £500,000 (five hundred thousand pounds sterling) or more, the Supplier shall not, in relation to this Contract, make or offer to make:

1. Any **political contribution** (as defined in 22 C.F.R. §130.6); or
 2. Any **fee or commission** (as defined in 22 C.F.R. §130.5);
- without first notifying the Customer. The Supplier shall promptly inform the Customer of any payment, agreement, or offer falling within these definitions. Taxes, duties, and fees imposed by law are not considered political contributions.

E. Export Jurisdiction and Classification

The Supplier shall provide the correct **Export Control Classification Number (ECCN)** or **ITAR USML category** for all Products, software, and technical data supplied under this Contract.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

If the Product is developed using **Artificial Intelligence (AI) tools**, the Supplier shall also:

1. Identify the AI tool(s) used;
2. Mark any export-controlled AI-generated content;
3. Ensure compliance with ITAR §120.54 or EAR §734.7, as applicable;
4. Obtain the classification from its original supplier if not the OEM.

All such classifications must be included on packing slips, commercial invoices, and any other export documentation provided to the Customer.


F. Import Compliance (if applicable)

If goods are imported into the United States under this Contract, the Supplier shall:

- Be the Importer of Record;
- Comply with all relevant import laws (e.g., 19 C.F.R. for U.S. Customs);
- Be responsible for duties, taxes, permits, licences, and customs clearances;
- Obtain the Customer's prior written consent before any direct shipment ("drop shipment") from a non-U.S. source to the Customer's facility.

26. NOTIFICATION OF STATUS CHANGES


- A. By accepting this Order, Seller certifies that all Seller qualifications and business information, representations and certifications applicable to this Order remain valid. If Seller's status under any of the applicable representations and certifications has changed, Seller must complete and submit to Buyer's Authorized Representative revised representations and certifications prior to taking any action indicating acceptance as stated on the face of this Order.
- B. Seller agrees to provide prompt notification to Buyer's Authorized Representative of any event or change in circumstances that could affect Seller's performance under this Order such as ineligibility to contract with UKMOD., debarment, assignment of consent agreement, designation under sanctions laws and regulations, expiration or cancellation of ITAR registration, potential violation of Export and Sanctions Laws and Regulations (or authorizations issued thereunder), initiation or existence of any investigation, change in place of performance, decrease in manufacturing capacity, diminishing manufacturing sources or material shortages, increase in production requirements, labor reductions, financial or organizational conflicts of interest, and significant financial conditions requiring any of the preceding changes.
- C. Sellers that have provided anti-corruption compliance due diligence information (e.g., related to Seller's ownership and personnel, subsidiaries and third parties, including but not limited to Buyer's due diligence questionnaire, and related certifications) to a Buyer representative shall provide Buyer with prompt notification and details of any changes to its owners, officers, directors or other information contained in such due diligence materials, and agrees to promptly cooperate with Buyer and provide additional information reasonably requested related to such changed information. In the event of a material change to the owners, offices, directors or other information contained in the due diligence material supplied to Buyer, Buyer reserves the right to suspend performance under this Order by providing written notice to Seller in order for Buyer to conduct anti-corruption due diligence upon such changed circumstances.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

- D. Seller shall notify Buyer of any proposed change in Control within thirty (30) days prior to such event. The notice shall describe in reasonable detail the proposed transaction structure and any proposed changes to management, operations, domicile, key locations, the board of directors and/or ownership (along with a commitment to cooperate with Buyer and provide additional information reasonably requested related to such proposed change in Control). Seller shall not effect a change in Control without prior, written consent from Buyer, such consent not to be unreasonably withheld. Buyer shall respond to any change in Control request within thirty (30) days of receiving complete information about the proposed change, provided that Seller has supplied all information required under this clause. Buyer's failure to respond within such period shall not constitute approval of the change in Control. For purposes of this Order, "**Control**" means the power, directly or indirectly, to (a) vote more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors; or (b) direct, or cause the direction of, the management and policies of Seller whether by voting power, contract, or otherwise. If a Person or Entity obtains Control by acquiring more than fifty percent of the securities that have ordinary voting power for the election of Seller's directors, that acquisition may be accomplished by one or multiple transfers. For purposes of this Order, "**Person or Entity**" means a natural person, corporation, limited partnership, general partnership, limited liability company, limited liability partnership, joint stock company, joint venture, association, company, trust, or other organization, whether or not a legal entity, and a government or agency or political subdivision of that entity.
- E. Seller shall provide written notification to Buyer of no less than (6) six months prior to making any changes to Seller's tooling, facilities, materials, or processes, and/or shall provide written notification to Buyer upon becoming aware of any such changes by Seller's subcontractors at any tier, that could affect Seller's performance under this Order. This requirement includes changes to fabrication, assembly, handling, inspection, Acceptance, testing, manufacturing location, parts, materials, or suppliers. Seller shall notify Buyer of any pending or contemplated future action to discontinue Products purchased pursuant to this Order and shall allow Buyer to submit a forecast of expected annual usage prior to Seller finalizing its decision to discontinue the Products. Seller shall provide Buyer with a "**Last Time Buy Notice**" at least twelve (12) months prior to the actual discontinuance. Seller shall extend opportunities to Buyer to place last time buys of such Products with deliveries not to exceed one hundred eighty (180) days after the last time buy date. Seller shall flow down to subcontractor(s) the requirements of this Clause and all other applicable flow down provisions.
- F. Failure to provide the notice under this clause shall be deemed a material breach of this Order.

27. PROHIBITED ACTIVITIES AND CONTACTS

- A. Activity Prohibitions. For Sellers delivering Products or performing Services outside of the United Kingdom, unless specifically authorized in writing by Buyer, Seller shall not engage in any of the following activities on behalf of Buyer under this Order: acting as an agent of Buyer; marketing or sales promotion; lobbying; freight forwarding; consulting services; performing offset (industrial participation) consulting or brokering services; acting as a distributor or reseller; or activity as a joint venture party.
- B. Contact Prohibitions. For Sellers delivering Products or performing Services outside of the United Kingdom, unless specifically authorized in writing by Buyer, Seller shall not contact, either directly or indirectly, public officials of any country in furtherance of its performance on behalf of Buyer under this

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

Order.

28. RELEASE OF INFORMATION AND ADVERTISING

Except as required by law (in which case Seller shall provide Buyer with advance written notice and opportunity to seek protective measures), Seller shall not release to anyone outside Seller's organization any information, or confirmation or denial of same, with respect to this Order or the subject matter hereof without the prior written approval of Buyer. Requests for approval shall be made at least fifteen (15) days before the proposed date for release and shall identify the specific information to be released, the medium to be used, and the purpose for the release. Additionally, Seller shall not use the name "PLEXSYS" or any other Buyer trade name, any Products, parts thereof or replicas of Products, or in any other way identify Buyer in any advertisement, display, news release, or other disclosure without Buyer's prior written consent. The Parties agree that in the event a news release is so approved and made, such news will recognize Buyer and Seller.

29. PARTIAL INVALIDITY, NONWAIVER, REMEDIES


- A. If any provision in this Order is or becomes void or unenforceable by force or operation of law, or is deemed invalid, the void, unenforceable or invalid portion shall be severable, and the remaining terms and conditions shall remain in full force and effect.
- B. A Party's failure at any time to enforce any provision of this Order shall not constitute a waiver of the provision or prejudice a Party's right to enforce that provision at any subsequent time.
- C. Each of the rights and remedies reserved by Buyer in this Order shall be cumulative and additional to any other or further remedies provided in law or equity or in this Order.

30. RELATIONSHIP OF THE PARTIES

The relationship of Seller to Buyer shall be that of an independent contractor and nothing herein contained shall be construed as creating any employer/employee, agency, or other relationship of any kind. Seller's employees, agents and/or representatives (hereinafter "**Employees**") performing under this Order shall at all times be under Seller's direction and control and Seller shall so inform them. Seller shall pay all wages, salaries, and other amounts due its Employees in connection with this Order and shall be responsible for all reports and obligations for its Employees, including, but not limited to, social security and income tax withholdings, unemployment compensation, worker's compensation, and equal employment opportunity reporting. Under no circumstance shall Seller be deemed an agent or representative of Buyer or authorized to commit Buyer in any way.

31. ANTI-TRAFFICKING IN PERSONS


- A. Seller is prohibited from engaging in activities that support or promote trafficking in persons, including, but not limited to, any of the following:
 1. Trafficking in persons, including, but not limited to the following: sex trafficking; or the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, debt bondage, or slavery.
 2. The procurement of a commercial sex act;
 3. The use of forced labor in the performance of company business;
 4. The use of misleading or fraudulent recruitment activities;

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

5. Charging employees recruitment fees;
 6. Failing to pay for the return transportation at the end of employment for an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working;
 7. Providing or arranging housing that fails to meet the host country housing and safety standards; or
 8. If required, failing to provide an employment contract, recruitment agreement, or similar work document in writing, in the individual's native language and prior to the individual departing from his or her country of origin.
- B. Seller represents and warrants that it shall abide by and comply with the requirements of this clause. Further, Seller shall require its employees, agents, contract labor and subcontractors to abide by and comply with the requirements of this clause.
 - C. Upon written notice of at least five (5) business days, Buyer or its Authorized Representatives may audit all pertinent books, records, work sites, offices, and documentation of Seller in order to verify compliance with this clause. Such audits shall be conducted during normal business hours and at Buyer's expense, provided that if material non-compliance is discovered, Seller shall bear all reasonable costs of the audit. Seller will, in all of its lower-tier subcontracts and contracts relating to this or any other Buyer Order with Seller, include provisions which secure for Buyer all of the rights and protections provided for within this clause.
 - D. Seller acknowledges that if Seller or any of its employees, agents, or contract labor engages in any of the prohibited activities in this clause, this Order is subject to termination.
 - E. Whenever Seller has knowledge, whether substantiated or not, that any actual or suspected violation of this clause has occurred, Seller shall immediately give written notice to Buyer's Authorized Representative and provide all relevant information including, but not limited to, the nature of the actual or suspected violation.
 - F. Seller shall provide full cooperation during any subsequent investigation of the actual or suspected violation by Buyer, Buyer's representative, or cognizant government agency. Seller's cooperation shall include, but not be limited to, permitting inspection of its work sites, offices, and documentation, as necessary to support any investigation.
 - G. Seller agrees to insert the substance of this clause, including this sentence, in any lower-tier subcontract and in all contracts with agents.

32. FACILITY SECURITY AND SAFETY

- A. If this Order requires Seller's personnel, including its employees and subcontractors ("**Seller Engaged Personnel**"), to enter premises which are owned, operated, or managed by Buyer or Buyer's customer ("**Premises**"), Seller shall (1) comply with all safety and security rules and requirements as may be prescribed by Buyer or Buyer's customer, as well as the laws of the State and locality where such Premises are located; and (2) take such additional precautions as Buyer or Buyer's customer may reasonably require for safety and accident prevention purposes, including safety training. Seller agrees to take all reasonable steps and precautions to prevent accidents and preserve the life and health of the personnel of Seller, Buyer's customer, and Buyer, associated with Seller's performance of this Order. Seller Engaged Personnel may not enter areas or perform any work where explosives or other serious hazards are present without advanced written approval from Buyer or Buyer's customer. Seller

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

is responsible for ensuring that Seller Engaged Personnel entering Premises are made aware of applicable security requirements, and at all times display proper identification badges approved by Buyer. Seller is required to notify Buyer whenever it terminates any Seller Engaged Personnel issued a badge by Buyer or if such badge is lost. Seller Engaged Personnel issued a badge must be capable of reading and understanding Buyer's or Buyer's customer processes and procedures relevant to duties that Seller Engaged Personnel are to perform on the Premises.


- B. Seller acknowledges that prior to allowing Seller Engaged Personnel access to the Premises, (1) Buyer may require Seller to perform background checks on Seller Engaged Personnel using a background check service company approved by Buyer, (2) such background checks shall be performed at Seller's expense, and (3) Buyer may deny Seller Engaged Personnel access to the Premises based on the results of such background checks or at Buyer's sole discretion.
- C. Any violation of this Clause, unless promptly corrected as directed by Buyer, shall be grounds for termination of this Order in accordance with the Termination for Default clause herein.

33. STOP WORK ORDER

- A. Buyer may, at any time, by written notification to Seller, require Seller to stop all, or any part of the work called for by this Order for a period of ninety (90) days after the written notification is delivered to Seller, and for any further period to which the Parties may agree. The notification shall be specifically identified as a Stop-Work Order (SWO) issued under this clause. Upon receipt of the SWO, Seller shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the SWO during the period of work stoppage. Within a period of ninety (90) days after a SWO is delivered to Seller, or within any extension of that period to which the Parties shall have agreed, Buyer shall either (1) cancel the SWO or (2) terminate the work covered by the SWO as provided for in the applicable termination clause contained herein.
- B. If a SWO issued under this clause is canceled or the period of that SWO or any extension thereof expires, Seller shall resume work. Buyer shall make an equitable adjustment in the delivery schedule or Order price, or both, and this Order shall be modified in writing accordingly if (1) the SWO results in an increase in the time required for, or in Seller's cost properly allocable to, the performance of any part of this Order; and (2) Seller asserts its rights to the adjustment within twenty (20) days after the end of the period of work stoppage.
- C. If a SWO is not canceled and the work covered by the SWO is terminated for the convenience of Buyer, Buyer shall allow reasonable costs resulting from the SWO in arriving at the termination settlement. If a SWO is not canceled and the work covered by this Order is terminated for default, Buyer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the SWO.

34. SUSPECT/COUNTERFEIT PARTS

- A. This clause is applicable to all Orders. Seller shall establish and maintain a material authenticity process that ensures the requirements of these clauses or other authenticity requirements in this Order are met. Seller's obligation to substantiate authenticity shall survive Acceptance of and payment for Products delivered under this Order.
- B. Seller shall not furnish suspect counterfeit or counterfeit parts to Buyer under this Order. All material delivered under this Order shall be authentic and traceable to the original manufacturer. Seller shall provide authenticity and traceability records to Buyer upon request. Electronic parts shall not be


	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

acquired from brokers unless approved in advance in writing by buyer. Seller shall immediately notify Buyer if Seller cannot provide parts, components, and/or assemblies traceable to the original component manufacturer or the original equipment manufacturer. Upon receipt of such notification, Buyer reserves the right to terminate this Order at no cost to Buyer or require specific material validation test and inspection protocol requirements to Seller.

- C. Seller shall immediately notify Buyer in writing if Seller becomes aware of, or has reason to suspect that, any part, component or end item, purchased from Seller for delivery to Buyer, contains counterfeit parts or suspect counterfeit parts. If suspect counterfeit or counterfeit parts are identified in any of the Products delivered hereunder, such items will be impounded by Buyer. Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the Buyer. Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Buyer's external and internal costs of removing such suspect/counterfeit parts, of reinserting replacement parts and of any testing or validation necessitated by the reinstallation of Seller's Products after suspect/counterfeit parts have been exchanged. Buyer's remedies described herein shall not be limited by any other clause agreed upon between Buyer and Seller in this Order and are in addition to any remedies Buyer may have at law, equity or otherwise under this Order. At Buyer's request, Seller shall return any removed suspect counterfeit or counterfeit parts to Buyer in order that Buyer may turn such parts over for further investigation.
- D. Seller agrees to insert the substance of this clause, including this sentence, in any lower tier subcontract.

35. DIVESTITURES, MERGERS and ACQUISITIONS

- A. Upon Buyer's divestiture of any Affiliate, division, business unit, line of business or sector ("**Divested Entity**"), Buyer may assign in whole or in part the Products and/or Services that are the subject of this Order to that Divested Entity. Upon execution of an assignment, Buyer shall have no further rights or obligations with respect to the assigned services (with the exception of any unpaid service fees which remain due on the effective date of such assignment) and the Divested Entity shall become the "customer" of record for those assigned Products/Services.
- B. Divested entities will have the right, for a period of twelve (12) months post-divestiture, to continue to purchase the Products and/or Services covered under this Order, or Buyer may purchase such Products and/or Services under this Order on behalf of the divested entities.
- C. Buyer may access and use the Products and/or Services under this Order to provide transitional services to the Divested Entity, including transitional access and use of the Products and/or Services by the Divested Entity, during the transition period at no additional charge (i.e., no charge other than fees otherwise due to Seller under this Order as if the Divested Entity were a part of Buyer) provided that Buyer is and remains current on the payment of all fees due to Seller under this Order. If applicable, Buyer shall assign software licenses to the Divested Entity once the transition period ceases.
- D. Buyer shall have the unrestricted right to transfer the software license(s) to its parent and/or any subsidiary or Affiliate of Buyer upon written notification to Seller/licensor of such transfer without payment of additional costs or fees.
- E. If Buyer merges with or acquires any Affiliate, division, entity, business unit, line of business or

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

sector (“**Merged Entity**”) that has a pre-existing agreement with Seller at lower pricing than incorporated in this Order, the Parties shall amend this Order to incorporate such lower pricing.

- F. If Buyer merges with or acquires a Merged Entity that has a need for Seller’s Products and/or Services, both Buyer and Merged Entity will be permitted to make purchases using this Order, including its pricing, in support of the Merged Entity.

36. COMPLETE AGREEMENT

This Order is the Parties’ final expression of their agreement and is the complete and exclusive statement of all terms and conditions of agreement. Unless otherwise specified in writing by the Authorized Representative of Buyer, this Order supersedes and cancels all prior understandings, proposals, communications, whether oral or written, and agreements between the Parties, whether such understandings, proposals, communications, and agreements were written or oral, concerning the matters addressed in this Order. No course of prior dealings between the Parties, and no usage of trade, shall be relevant to supplement or explain any term used in this Order. The descriptive headings contained in this Order are for convenience of reference only and in no way define, limit or describe the scope or intent of this Order.

37. STANDARDS OF BUSINESS CONDUCT FOR SUPPLIERS AND OTHER TRADING PARTNERS


Seller shall comply with the PLEXSYS Supplier Code of Conduct, available on the Buyer’s website at: [Terms and Conditions | PLEXSYS](#), or Seller’s equivalent. Seller shall ensure that its employees are aware of the compliance requirements, as outlined in the PLEXSYS Supplier Code or Seller’s equivalent, and the importance of ethical behavior. Seller represents and warrants that it has not participated, and will not participate, in any conduct that violates the PLEXSYS Supplier Code or Seller’s equivalent. If Buyer determines that Seller is in violation of any material provisions of the PLEXSYS Supplier Code or Seller’s equivalent policy or provisions, Buyer may terminate this Order with immediate effective upon delivery of written notice to Seller, and Buyer shall have no further obligation to Seller. If Buyer determines that Seller is in violation of any material provisions of the PLEXSYS Supplier Code or Seller’s equivalent policy or provisions, Buyer may provide Seller with a written notice specifying the minor violation and granting a cure period of fifteen (15) days for Seller to rectify the issue. If Seller fails to cure such minor violations within the specified period, Buyer may terminate this Order upon written notice to Seller, and Buyer shall have no further obligation to Seller. For the avoidance of doubt, if Seller’s equivalent ever ceases to be equivalent to the PLEXSYS Supplier Code, Seller shall immediately comply with the PLEXSYS Supplier Code.

38. RESPONSE TO AUDIT

Buyer shall not be prohibited from providing copies of this Order, including any other document incorporated into this Order, to federal, state, or other regulatory agencies as requested by either Buyer’s or government auditors to comply with auditing procedures.

39. DELIVERY, TITLE, SOURCING

- A. All Parties expressly agree that time is and shall remain a material element of this Order and no acts of Buyer, including without limitation, modifications to this Order or Acceptance of late deliveries, shall constitute a waiver of this provision.
- B. Title and risk of loss, free of liens or encumbrances, shall pass to Buyer upon Acceptance (except as otherwise specified within this Order); however, passing of title shall not relieve Seller of any other


	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

obligations under this Order.

- C. All deliveries shall be strictly in accordance with the applicable quantities and schedules set forth in this Order. Unless otherwise provided in this Order, delivery in whole or part shall not be made more than ten (10) days prior to required delivery dates. Buyer reserves the right to
 - (i) return over shipments and early shipments at Seller's expense, (ii) have payment therefore withheld by Buyer until the date that Products or Services are scheduled for delivery, or (iii) be placed in storage, for which Seller shall be liable for the cost, until the delivery date specified herein.
- D. Whenever it appears Seller will not meet the delivery schedule, Seller shall immediately notify Buyer of the reason and estimated length of the delay. If Seller's delivery shall fail to meet the delivery schedule, Buyer, without limiting its other rights or remedies, may direct expedited routing, and any excess cost incurred thereby shall be debited to Seller's account.
- E. If Seller is unable to meet the required delivery schedules for any reason, other than a change directed by Buyer, Buyer shall have the option to (1) terminate this Order, or (2) fill such Order or any portion thereof, from sources other than Seller and to reduce Seller's Order quantities accordingly at no increase in unit price, without any penalty to Buyer, or (3) accept late delivery and recover from Seller any costs Buyer incurs caused by the late delivery. This condition shall not limit Buyer's other rights and remedies Buyer may otherwise have under this Order or applicable law.
- F. If Seller intends to source or ship direct from outside of the United Kingdom., or in the event this Order is made by an Affiliate not located in the United Kingdom, outside the Affiliate's location, to Buyer then, in addition to complying with all applicable Export Regulations, Seller shall provide the name, country, contact information, and compliance certification of the non-UK. sources within ten (10) days after Order acceptance. Any changes to such sources during the performance of this Order must be approved in writing by Buyer prior to implementation. Seller proposed sources outside of the United Kingdom must have a reputation for honesty and a company policy prohibiting bribes and facilitating payments intended to expedite or secure performance of a routine governmental action, such as, customs clearance. Buyer retains the right to deny Seller's use of Seller proposed sources within thirty (30) days of Seller notification. Seller shall ensure that Buyer's purchase does not transit through one of the proscribed countries listed in U.S. ITAR, 22 C.F.R. 126.1.

40. PACKAGING, PACKING, MARKING

- A. Seller shall be responsible for ensuring the proper packaging, packing, and marking of Product(s) delivered hereunder in accordance with this Order. Packaging, packing, and marking will conform to the instructions specified or provided by Buyer. Seller must assure package integrity throughout the shipping cycle. Each package and pack shall provide physical, chemical, and cleanliness protection to prevent damage or deterioration of the Product during handling, shipment and storage under anticipated environmental conditions. All materials, fabrication techniques and workmanship shall conform to the requirements specified herein or, if not specified, otherwise meet or exceed good commercial quality and practice. Damage resulting from improper Product packaging will be charged to Seller. Seller must comply with all applicable carrier regulations including **DEF STAN 81-41**, where applicable. No extra charge for packaging or insurance shall be allowed unless specifically noted herein. Products received without proper packaging, packing, marking and/or bar coding as set forth herein may be rejected by Buyer and returned to Seller at Seller's expense.
- B. All goods shall be prepared (cleaned, preserved, etc.) and packed per **DEF STAN 81-41**, when required,

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach


or best commercial practice for export shipment in a manner to comply with carrier regulations and to prevent damage or deterioration during handling, shipment and indoor storage for up to ninety (90) days at destination. Wood Packaging Materials must meet International Standards for Phytosanitary Measures (ISPM) No. 15. If requested, Seller shall submit two (2) copies of its proposed packaging procedure and packing design to Buyer for review not less than sixty (60) days prior to the fabrication of the container required for first shipment and shall prepare and package in accordance with said procedure and design.

41. SHIPPING AND TRANSPORTATION

Unless otherwise noted on this Order, Seller will include all shipping costs in their prices and ship all items FOB Destination.

42. INSPECTION

- A. Buyer and its customer may inspect and test material, work in progress, Products and/or Services at all times and places during manufacture and otherwise. No inspection (including source inspection), test, approval (including design approval), or Acceptance of Products or Services, or failure to inspect and Accept or reject Products or Services, shall relieve Seller from responsibility for any defects, non-conformities, or other failure to meet the requirements of this Order, or for latent defects, fraud, such gross mistakes that amount to fraud, or Seller's warranty obligations, nor impose liability on Buyer.
- B. Seller shall not substitute materials or accessories, even if Seller believes they are of superior quality, without written consent of Buyer.
- C. Unless otherwise stated in Buyer's specifications, the latest revision of applicable standards, specifications, or similar documents as of the date of this Order shall apply. If the Products are specifically manufactured for Buyer in accordance with drawings, designs, or specifications furnished by Buyer:
 1. Seller shall provide and maintain an inspection and quality control system acceptable to Buyer and provide access to Seller's facilities and applicable documented information including all lower-tier subcontractors' facilities used in performance of this Order at all reasonable times, and without additional charge, for inspection by Buyer's agents, employees, Buyer's customer and any applicable regulatory authority, and shall provide all tools, facilities, and assistance reasonably necessary for inspection relating to the performance of this Order;
 2. Seller shall maintain adequate and authenticated inspection and test documents which relate to work performed under this Order for a period of three (3) years after completion of this Order or as otherwise specified in this Order, and shall make such records available to Buyer upon request;
 3. Seller shall supply Buyer with inspection and test reports, affidavits, certifications, technical documents generated or related to this Order, or any other documents as may reasonably be requested by Buyer;
 4. Seller shall notify Buyer's Authorized Representative in writing of any changes in Product and/or process definition and obtain Buyer's written approval prior to proceeding; and
 5. Seller agrees to insert the substance of this clause, including this sentence, in any lower- tier subcontract.
- D. Final inspection and Acceptance by Buyer shall be at point of receipt by Buyer, unless otherwise specified in this Order.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

43. CONFLICT MINERALS

- A. If Seller is providing Products to Buyer under this Order, Seller shall use commercially reasonable efforts to:
1. identify whether such Products contain tin, tantalum, gold or tungsten;
 2. determine whether any such minerals originated in covered countries, as defined in Section 1502 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (the “**Act**”); and
 3. perform appropriate due diligence on its supply chain in support of Buyer’s obligations under the Act.
- B. Upon written request by Buyer, Seller shall provide a conflict minerals report using the Responsible Minerals Initiative (RMI) standard template.

44. DISPOSAL OF PRODUCTS


Upon completion or termination of this Order and as directed by Buyer, any excess Products, or parts thereof, shall be delivered free of charge to Buyer at the designated delivery point at Seller’s risk and expense or destroyed and the destruction certified by Seller. Seller shall not sell, or otherwise dispose of as scrap or otherwise, any completed or partially completed or defective Products without defacing or rendering such Products unsuitable for use.

- A. Seller represents and warrants that Seller is an expert, fully competent in all phases of the work involved in producing and supporting all Products and performing all Services purchased under this Order. Buyer may require Seller to remove from Buyer’s or Buyer’s customer’s premises any employee, agent, or representative of Seller, or any of its subcontractors and Buyer shall have the right to request and have replaced any personnel who fail to perform to Buyer’s satisfaction.

45. PRIVACY - PROCESSING OF PERSONAL INFORMATION (Applicable Only to the Processing of Personal Information)

A. Definitions

1. **Controller** – A person or organisation that determines the purposes and means of processing personal data.
2. **UK GDPR** – The General Data Protection Regulation as incorporated into UK law under the Data Protection Act 2018.
3. **Personal Data** – Any information relating to an identified or identifiable natural person, including (but not limited to): name, address, email, phone number, date of birth, National Insurance number, financial data, authentication credentials, biometric or health information, and other information protected by law.
4. **Processing** – Any operation performed on personal data, such as collection, storage, use, disclosure, or destruction.
5. **Processor** – A person or organisation that processes personal data on behalf of the Controller.
6. **Personnel** – Employees, agents, contractors or consultants of either party.
7. **UK Addendum** – The International Data Transfer Addendum issued by the UK ICO to be used with the EU Standard Contractual Clauses.
8. **Standard Contractual Clauses (SCCs)** – EU-approved clauses for data transfers, as adopted under UK law using the UK Addendum.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

B. General Obligations

The Seller shall treat all Personal Data as confidential and shall only process such data in accordance with the Buyer's written instructions, applicable law (including the UK GDPR and the Data Protection Act 2018), and this Agreement.

C. Controller/Processor Relationship

Unless otherwise agreed in writing, the Buyer is the Controller and the Seller is the Processor.

D. Seller's Processing Responsibilities

The Seller shall:

- Process Personal Data only to fulfil its obligations under this Agreement;
- Not use or disclose Personal Data for its own purposes or those of any third party, unless authorised by the Buyer;
- Implement and maintain appropriate technical and organisational measures to protect Personal Data;
- Ensure that only authorised Personnel access Personal Data, and those Personnel are subject to confidentiality obligations;
- Provide appropriate data protection training to its Personnel.

E. International Data Transfers

The Seller shall not transfer Personal Data outside the UK (or outside the EEA, if applicable) without the prior written consent of the Buyer. Where such transfer is approved, the Seller must implement safeguards such as the SCCs with the UK Addendum or other legally recognised mechanisms.

F. Use of Subprocessors

The Seller must not appoint any subprocessor without the Buyer's prior written consent. Approved subprocessors must be bound by a written agreement containing obligations equivalent to those in this clause.

G. Data Security and Breach Notification

The Seller shall:

- Maintain an appropriate information security programme that complies with the UK GDPR;
- Notify the Buyer within 24 hours of becoming aware of any actual or suspected personal data breach;
- Co-operate fully with the Buyer in investigating and responding to any breach or regulatory inquiry.

H. Data Subject Rights


The Seller shall promptly inform the Buyer of any data subject access request and shall not respond without the Buyer's instructions. The Seller shall assist the Buyer in meeting its obligations under applicable data protection laws.

I. Government Authority Requests

If the Seller receives a legally binding request from a government or public authority for access to Personal Data:

- It shall notify the Buyer immediately (unless legally prohibited from doing so);
- Challenge or limit the scope of the request where appropriate; and
- Disclose only the minimum data legally required.

J. Audit and Inspection Rights

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

The Buyer may audit the Seller's compliance with this clause once annually (or more frequently in case of a data breach). The Seller shall co-operate fully with any such inspection.

K. Indemnity

The Seller shall indemnify the Buyer against all direct losses, penalties, regulatory fines and reasonable legal costs incurred as a result of the Seller's breach of this clause or a personal data breach caused by the Seller.

L. Survival

The obligations under this clause shall survive termination or expiry of the Agreement.


46. INFORMATION SECURITY

A. Definitions


1. **"Countermeasures"** means actions, devices, procedures, techniques, or other measures that reduce the vulnerability of an Information System.
2. **"Information Security Incident"** means (i) any actual or suspected incident involving Seller Information System that may involve Buyer's Sensitive Information, or (ii) any actual or suspected unauthorized access to, use, or disclosure of Buyer's Sensitive Information.
3. **"Information"** means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual.
4. **"Information System"** means a discrete set of Information resources that collect, process, maintain, use, share, disseminate, or dispose Information.
5. **"Seller Information System"** is defined as any Information System owned and/or operated by Seller or owned/operated by a third party on behalf of Seller that collects, processes, maintains, uses, shares, disseminates, or disposes Information.

B. Reasonable and Appropriate Security Controls

1. Seller shall apply reasonable and appropriate administrative, technical, physical, organizational, and operational safeguards and operations, including Countermeasures, to protect Sensitive Information against accidental and unlawful destruction, alteration, and unauthorized or improper disclosure or access regardless of whether such Sensitive Information is on Seller's internal systems or a cloud environment.
2. If Seller's performance of this Order involves the transmission, storage, or processing of Sensitive Information on an Information System, the Seller shall at a minimum apply the following security controls:
 - a. Basic Safeguarding Controls:
 - i. Limit Information System access to authorized users, processes acting on behalf of authorized users, or devices (including other Information Systems).
 - ii. Limit Information System access to the types of transactions and functions that authorized users are permitted to execute.
 - iii. Verify and control/limit connections to and use of external Information Systems.
 - iv. Control information posted or processed on publicly accessible Information Systems.
 - v. Identify Information System users, processes acting on behalf of users, or devices.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

- vi. Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
- vii. Sanitize or destroy Information System media containing Sensitive Information before disposal or release for reuse.
- viii. Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
- ix. Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices. Monitor, control, and protect organizational communications (i.e., Information transmitted or received by organizational information systems, at the external boundaries and key internal boundaries of the Information Systems.
- x. Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
- xi. Identify, report, and correct Information and Information System flaws in a timely manner.
- xii. Provide protection from malicious code at appropriate locations within information systems.
- xiii. Update malicious code protection mechanisms when new releases are available.
- xiv. Perform periodic scans of the Information Systems and real-time scans of files from external sources as files are downloaded, opened, or executed.
- b. Additional Basic Security Controls
 - i. Establish and enforce security configuration settings for information technology Products employed in Seller's Information Systems.
 - ii. Establish and maintain data protection processes and systems to adequately protect Sensitive Information, including pertaining to destruction methods employed, how audit and system log information is protected, and having the capability to encrypt Sensitive Information during transmission.
 - iii. Ensure that risks identified in scans performed under paragraph B.2.a.xiv of this clause are promptly addressed.
- C. Information Security Incident Response and Notification
 - 1. Seller must have documented processes that address Information Security Incidents. These processes should be a set of written instructions and Countermeasures that include, but are not limited to: detecting, responding to, and limiting the effects of an Information Security Incident.
 - 2. Within 24 hours of discovery of an Information Security Incident, Seller will notify Buyer's Authorized Representative and Buyer's Cyber Security Operations Center (CSOC) at (877) 615-3535 of any Information Security Incident. At Seller's expense, Seller will (i) immediately investigate any Information Security Incident, (ii) make all reasonable efforts to secure Sensitive Information and mitigate the impact of the Information Security Incident, (iii) provide timely and relevant Information to Buyer about the Information Security Incident on an ongoing basis, and (iv) cooperate as applicable with Buyer to provide notice to affected third parties.
 - 3. This clause does not relieve Seller of any other applicable safeguarding requirements, remedies, or obligations regarding the protection of Sensitive Information required by this Order or governmental agencies or departments.

	Document Title: Terms and Conditions of Purchase			
Department / Process Owner Contracts & Supply Chain	DOCUMENT NUMBER: SC-441UK	REVISION: A	REV DATE: 5/19/2025	APPROVAL: G. Wingenbach

- D. Seller shall respond promptly and appropriately to any inquiries from Buyer related to compliance with this clause to include documentation and/or independent evidence of the effectiveness of implemented controls, processes and Countermeasures discussed above.
- E. Seller shall provide at least thirty (30) days prior written notification of material changes to any Seller Information System that affect Seller's compliance with this clause, including any new third party agreements that will store, process or transmit Buyer's Sensitive Information on behalf of Seller. Any such changes shall require Buyer's written approval before implementation.
- F. For contracts requiring access to classified information, Seller shall be responsible for safeguarding all classified information in accordance with all applicable Government requirements and customer classification specifications.