
MEGGITT STANDARD PURCHASING CONDITIONS (U.S. Version)

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions:

“Agreement” means the contract between us and you for the sale and purchase of the Goods and/or Services and which incorporates the terms of the Order and these Conditions.

“Background Intellectual Property Rights” means your Intellectual Property Rights that you have developed before or independent of this Agreement.

“Business Day” means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

“Conditions” means the terms and conditions set out in this document.

“Data” means any personal data (as defined in the applicable Data Protection Legislation) provided or made available to you by us.

“Data Protection Legislation” means all applicable data protection and privacy legislation in force from time to time including, without limitation, as applicable, the California Consumer Privacy Act and amendments thereto Virginia Consumer Data Protection Act. Colorado Privacy Act and any other state enacted privacy act, UK GDPR; the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

“Data Protection Losses” means all liabilities including, without limitation, any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation, liabilities or other remedies imposed by a supervisory authority, compensation payable to a data subject, the costs of compliance with investigations by a supervisory authority or any other relevant regulator and all interest and legal fees, incurred or sustained by us.

“Goods” means all deliverable goods, items, parts, products or materials described in the Order.

“Group Compan(y)(ies)” means any subsidiary or holding company or any subsidiaries of its holding company.

“Intellectual Property Rights” means a) any patent including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, (b) any concept, idea, improvement, invention, rights to inventions, discovery, or technology, whether or not patented or patentable, (c) any technical data or know-how, whether a trade secret or not and (d) any design or industrial design, whether registered or registrable, or any work subject to copyright, whether registered or registerable, including without limitation data, drawings, writings, technical reports and notes, test reports and notes, plans, patterns, devices, processes, methods, specifications, operational procedures, manufacturing techniques, formulae, compilations, software and mechanisms, as well as improvements or modifications thereof or know-how related thereto, patents,

rights to inventions, copyright and neighbouring and related rights, trade marks and as well as service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“**Order**” or “Purchase Order” means our order for the Goods and/or Services, as set out in our purchase order form or our electronic ordering system, which incorporates these Conditions, the Shipping Requirements and any other terms and conditions which may be set out by us on the order, including, without limitation, terms around consignment.

“**Price**” means the price payable for the Goods and/or Services as set out in the Order.

“**Relevant Law(s)**” means any applicable state or Federal statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction, including any jurisdiction from which the Goods and/or Services are provided or in which any Goods and/or Services are received (or both), which relate to the performance of this Agreement.

“**Services**” means all services provided and to be provided by you to us, as described in the Order.

“**Shipping Requirements**” means the shipping instructions, routing guides and contact information that are set out on our website, at https://www.meggitt.com/resources/commercial/2021/purchase/Terms_and_Conditions_of_Purchase_-_Logistics_Requirements_July_2021.pdf and which forms part of the Order.

“**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

“**us**” or “**we**” or “**our**” or “**our company**” means the Meggitt company as buyer that places the Order (acting where relevant through a business division) and which shall purchase Goods and/or Services from you under the Agreement.

“**you**” or “**your**” means the person or entity as seller with whom the Order is placed and which sells/supplies Goods and/or Services to us under the Agreement.

- 1.2 References to any statute, enactment, order, regulation or other legislation, rule or guidance or similar instrument is a reference to it as in force from time to time taking into account any amendment or re-enactment and shall include any subordinate legislation made under it.
- 1.3 Headings are for reference only and shall not affect the interpretation of these Conditions.
- 1.4 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5 In the event of conflict between an Order, these Conditions and the documents referred to in these Conditions that are incorporated into the Agreement, the following order of precedence shall apply:

- (i) the terms set out in the Purchase Order s
- (ii) these Conditions,
- (iii) Supplier Quality Requirements described in Condition 3.2; then
- (iv) the Shipping Requirements.

2 ORDERS AND CONDITIONS OF AGREEMENT

- 2.1 The Order constitutes an offer by us to purchase the Goods and/or Services in accordance with these Conditions.
- 2.2 The Order shall be deemed to be accepted on the earlier of you issuing a written acceptance of the Order; or you doing any act indicative of fulfilling the Order; or delivery of the Goods or provision of the Services, at which point the Agreement shall come into existence. Your acceptance is expressly limited to acceptance of our Order, which incorporates these Conditions. The Agreement shall continue for the term set out in the Order unless earlier terminated in accordance with the terms of the Agreement.
- 2.3 These Conditions apply to the Agreement to the exclusion of any inconsistent, additional or different terms that you seek to impose or incorporate, whether on your acceptance of the Order or otherwise, or which are implied by trade, custom, practice or course of dealing. No written or printed terms inconsistent, different, or additional to these Conditions shall be binding upon us unless agreed in writing by one of our authorised officials.

3 PROVISION OF GOODS AND SERVICES

- 3.1 Only markings authorised by us shall appear on any part of the Goods, with the exception that your standard products may include the manufacturer's name, address and reference number, the date of manufacture, safety information and any other information relating to the function of the Goods usually incorporated by the manufacturer.
- 3.2 You will have regard to and comply with the Supplier Quality Requirements, as updated from time to time, and available on request or via our website at:
https://www.meggitt.com/resources/commercial/2020/quality/01_MPRC-10_Supplier_Quality_Requirements_Document_ENGLISH.pdf. These Supplier Quality Requirements form part of our Agreement. For the avoidance of doubt, translations are also available.
- 3.3 You will at all times comply with our reasonable requests and directions and those of any third party authorised by us and you will take reasonable care to ensure that the provision of the Goods and/or Services do not interfere with the operations of us or any of our Group Companies or any of our customers.
- 3.4 You shall at all times and in all respects provide the Goods and/or perform the Services in an efficient manner and ensure that all tools, equipment, materials or other items used in the provision of the Goods

and/or Services are suitable for the provision of the Goods and/or performance of the Services, and are in good condition and good working order.

3.5 You represent and warrant that:

- (i) you have full capacity and authority to enter into and perform this Agreement and will at all times have all necessary permissions and licences and full authority to grant the licences and perform your obligations under this Agreement;
- (ii) you shall obtain all import/export licences and authorisations necessary for the delivery of the Goods and/or provision of the Services to us at the time and location specified in the Order;
- (iii) you have obtained all necessary Background Intellectual Property Rights and licenses for Goods, components, software that may be incorporated in your Goods.
- (iv) all Goods and Services supplied shall:
 - a) conform exactly with the quantity, quality, specifications, drawings, descriptions, processes, instructions or procedures, and any other particulars contained in the Agreement;
 - b) conform with any sample, design criteria, drawing, description and specification provided by us and any requirements described or referred to in the Order;
 - c) be of highest quality, merchantable and fit for any intended use or purpose and free from all defects, liens, encumbrances and other claims against title;
 - d) comply with any performance specifications and/or service levels in the Agreement;and the foregoing shall also apply to any replacement, repaired or substituted Goods or substituted or remedial Services that you provide;
- (v) unless expressly approved by us in writing, Goods will be new and not contain any used or reconditioned parts or materials;
- (vi) you will perform your obligations under the Agreement in a proper and skilful manner using properly qualified and experienced personnel in accordance with best industry practice and standards;
- (vii) the performance of your obligations under this Agreement and our receipt and use of the Services, any Intellectual Property Rights provided or made available, any confidential information disclosed to us by you or on your behalf, any of the Goods and the exercise of any rights granted under any licences granted by you to us, will not infringe any third party rights including Intellectual Property Rights or moral rights;
- (viii) you shall comply, shall ensure that each of your sub-contractors complies, and the Goods (including their component parts, substances and materials) and Services will comply with all Relevant Laws;
- (ix) the sale or use of the Goods does not and will not infringe any third party's Intellectual Property Rights;

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- (x) you shall have in place, regularly review and will comply with, a (partial and total loss) contingency, business continuity and disaster recovery plan that is designed to minimise any interruption or disruption to the supply of goods and/or services to customers (including the supply of the Goods and/or Services to Meggitt) that includes a plan for, without limitation, interruptions and disruptions caused by the loss, damage or destruction of any premises, equipment, software, infrastructure or records; and
- (xi) You shall cooperate fully with us in the event of an issue, investigation or accident relating, directly or indirectly, to the Goods and/or Services.
- 3.6 In the event that, during the Term of an Agreement, we are obligated by our customer to make a change to the relevant specification, you agree that you will action the required change and we and you will work out and agree, in writing and in good faith, an equitable adjustment to the Price.

4 INSPECTION

- 4.1 You shall ensure that our authorised representatives, our customers and other authorities shall be allowed access to your premises and the premises of your suppliers and sub-contractors on reasonable notice during business hours to carry out inspections of quality systems, the Goods, deliverables under the Services, parts and materials and any relevant documentation when necessary.
- 4.2 If you are approved to the AS/EN/JISQ9100:2016 series of standards (or any updated version) then you shall ensure that your Online Aerospace Supplier Information System (OASIS) database administrator shall grant to our authorised representatives access rights to certification and assessment results when required.

5 DELIVERY, RISK AND TITLE

- 5.1 You will deliver the Goods and/or supply the Services at the time(s) specified in the Agreement. Time shall be of the essence of the Agreement. Goods may not be delivered more than 5 days early.
- 5.2 Unless otherwise specified on the Order or, alternatively, set out in the Shipping Requirements, Goods shall be shipped as follows:
- (i) If Goods are being delivered by their due date: we will be responsible for the cost of freight and insurance, while you will be responsible for contacting the carrier to arrange pick up (FCA your location); and
 - (ii) If Goods are being delivered late: you are responsible for arranging and paying for the cost of freight and insurance, as well as contacting the carrier to arrange pick up (FCA our location).

For the avoidance of doubt, shipping and delivery instructions set out in the Order shall take precedence, and for this clause followed by the Shipping Requirements and followed by this Condition.

- 5.3 You will deliver the Goods in good order and condition to the destination stated in the Order. Quantities must not exceed those ordered or specified.
- 5.4 On or before delivery, you shall provide all necessary installation, operating and maintenance documentation in relation to the Goods including operating instructions, parts lists and comprehensive

spares listings. All documentation supplied shall be in the English language, along with any translations required to comply with Relevant Laws.

- 5.5 You are responsible for the proper and secure packaging and, when necessary, palletizing, of the Goods to be shipped, in a manner sufficient to prevent damage to the Goods under standard shipping conditions. Unless specifically agreed otherwise, we will not pay for any cases, wrappers nor packaging of any kind. Should we order any cases, wrappers or packaging, charges for the same are to be shown on a separate invoice and such cases may be returned to you who, forthwith on receipt thereof in good order, shall refund such charges.
- 5.6 Subject to any special instructions from us, an advice note shall accompany every delivery of Goods which shall state: the number of the Order; quantity of the delivery; the quantity already delivered under the Order; and the balance of the Order still to be delivered.
- 5.7 Unless otherwise stated in the Agreement, risk shall pass to us in accordance with the freight terms as designated in Condition 5.2, and title shall transfer to us upon receipt, inspection and acceptance at our designated consignee location. Goods shall be provided with full title guarantee and free from encumbrances and other rights of any nature exercisable by any third party.

6 DEFERMENT AND DELAY

6.1 Deferment of Delivery and/or Stop Work Situations

In the event of our normal course of manufacture being interrupted, restricted, hindered or delayed by any cause whatsoever beyond our control or by any exceptional causes whatsoever, we may without additional cost ask you to defer the date or dates of delivery and you will comply. Such a cause may include us being affected by a "stop work" notice; if that applies or is likely to apply then we will require you to stop work immediately and to cease to incur costs in respect of the Agreement.

6.2 Delay in Delivery

Without prejudice to our other rights and remedies, if the Goods and/or Services or any part thereof are not delivered within the time or times specified in the Agreement or any agreed deferment or extension of such time or times, we shall be entitled to recover from you liquidated damages as follows: one half of one per cent (0.5%) per day for the first four weeks and one per cent (1.0%) per day thereafter of that part of the Price which is properly attributable to the undelivered Goods and/or Services and to all other Goods and/or Services already delivered under the Agreement which cannot be effectively and commercially used by reason of the non-delivery. The rate shall be applied for each day, week or part of a week during which the Agreement shall remain uncompleted. We shall be entitled to deduct such liquidated damages from any moneys payable by us under the terms of the Agreement or otherwise.

7 REJECTION OF GOODS AND SERVICES

- 7.1 If we find that the Goods and/or Services do not comply with the Agreement, we reserve the right to reject the same and, without prejudice to our other rights and remedies, we may, at our option require you to either replace or repair the rejected Goods and/or rectify or remedy the rejected Services, as relevant. Such replacement and/or repair shall be provided in line with the timetable that we set out, which shall be reasonable and in line with our business requirements. Any invoice received by us in respect of rejected Goods or Services shall be deemed disputed, for the purposes of Condition 8.6.

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- 7.2 If we opt for Goods to be replaced, the Goods will be returned to you and the replacement Goods delivered back to us at your own risk, cost and expense (including, without limitation, packaging and shipping costs). If we opt for the Goods to be repaired, we will advise you whether we opt for repairs to be carried out at our premises, or whether the Goods will be returned to you, for repair, in which case the delivery to you and back to us will be at your own risk, cost and expense (including, without limitation, packaging and shipping costs).
- 7.3 Where we find Services to be non-conforming, you shall, at our option, re-perform the Services at your own risk, cost and expense.
- 7.4 In addition to the rights set out above, and our other rights and remedies, we shall be entitled to charge you:
- (i) any actual costs charged to us by our customer(s) pursuant to any consequent delay or default in our agreement with them;
 - (ii) any actual costs incurred by us in removing any Goods from end products;
 - (iii) liquidated damages of \$1,500 to cover our administrative costs in managing the steps set out above.

For the avoidance of doubt, your representations and warranty obligations set out in this Agreement will remain unaffected.

8 PRICE AND PAYMENT

- 8.1 Unless otherwise expressly agreed, the Price will be a fixed price.
- 8.2 You agree to absorb, without charge, any change required by us to the Goods and/or Services and/or Agreement which has a cost of up to \$2,500 or currency equivalent for non-recurring changes and/or 1% of the Price for recurring changes. Any such change shall be recorded in writing and signed by both parties, in accordance with Condition 25.13.
- 8.3 Unless otherwise stated on the Order, the Price is exclusive of all equivalent or relevant sales taxes and withholding tax, but inclusive of all other charges including overtime and expenses.
- 8.4 You agree that the Price is the lowest price charged to customers of a similar class to us purchasing in quantities and under circumstances comparable to those in the Order.
- 8.5 Unless otherwise agreed in writing, you will issue invoices in line with the timings and instalments set out on the Order. If no timings are set out on the Order then you may issue invoices following delivery of the relevant Goods and/or Services. We will pay valid and undisputed invoices, quoting the correct PO number, within 60 days of the later of delivery or receipt of the invoice. The invoice in duplicate must be forwarded to our Financial Accounts Department at both the postal address and email address on the Order, unless otherwise stated.
- 8.6 We may dispute all or any part of an invoice. Interest may not be charged on any disputed amount.
- 8.7 We may at any time set off any liability of you to us against any liability of us to you whether present or future, liquidated or unliquidated and whether or not arising under the Agreement or not.

8.8 Payment is without prejudice to any claims or rights which we may have against you and shall not constitute acceptance of the Goods and/or Services.

8.9 In the event of late payment, you may charge interest, calculated on a daily basis on overdue amounts that are not in dispute, until actual payment, at the rate of four per cent (4%) per annum above the Bank of England's base rate.

9 AUDIT

9.1 You shall ensure that our authorised representatives, our customers and other authorities shall be allowed access to your premises and the premises of your suppliers and sub-contractors at mutually agreed times to carry out inspections of quality systems, the Goods, parts and materials and any relevant documentation when necessary.

9.2 Subject to your existing confidentiality obligations, you shall:

- (i) provide us with all reasonable co-operation, access and assistance in relation to each audit; and
- (ii) allow us to meet with relevant personnel and ensure that your personnel provide all explanations reasonably necessary to perform the audit effectively.

9.3 We shall each bear our own costs and expenses incurred in respect of compliance with our obligations under this Condition, unless the audit identifies a material default by you, in which case you shall reimburse us for all our reasonable costs incurred in the course of the audit.

10 OUR PROPERTY

10.1 All materials, patterns, dies, jigs, fixtures and tooling together with any specifications, drawings, process sheets and the like or any other property or intellectual property whatsoever supplied to you by us or which you have procured or developed specifically in order to manufacture or supply the Goods to us shall be and remain our property and must not, without our written consent, be used for or in connection with the production of any goods whatsoever other than the Goods ordered by us. You shall ensure that such items are always identified as our property, remain in your care, custody and control, and must be returned to us promptly on demand.

10.2 All of our property, including, without limitation, that mentioned in Condition 10.1, together with materials and components provided free of charge by us in connection with the Agreement, must be insured by you to its full replacement value against all risks of physical loss or damage until it has been received back by us or used or forwarded in accordance with our instructions. You shall ensure that our interest is noted on such insurance policy or that an "indemnity to principal clause" has been included.

11 INTELLECTUAL PROPERTY RIGHTS AND INFRINGEMENT

11.1 In consideration of the Price payable under the Agreement, you assign to us absolutely, and with full title guarantee, all present and future Intellectual Property Rights in the Services and deliverables of the Services and/or in the Goods and, for the avoidance of doubt, all work created by development work, and all other material created by you pursuant to the Agreement. You shall execute or procure the execution of all documents as we may reasonably require in order to transfer the full benefit of any such rights to us.

11.2 We acknowledge that any Background Intellectual Property Rights shall remain vested in you. You hereby grant to us an irrevocable, perpetual, non-exclusive, worldwide, royalty-free right to use (with the ability to sub-licence) the Background Intellectual Property Rights in so far as we require the same to enable us to use the Goods and/or the deliverables of the Services.

12 INDEMNITY, INSURANCE AND LIABILITY

12.1 Without prejudice to any other indemnities in these Conditions, you shall defend, indemnify, and hold us and our Group Companies harmless from any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees, incurred or sustained by us which are caused by, or arise as a result of:

- (i) breach of a warranty given by you under the Agreement; and/or
- (ii) your failure to comply with Relevant Laws; and/or
- (iii) If the supply or use of any Goods under the Agreement (other than any such Goods or things manufactured by you in accordance with designs supplied by us) shall be held to constitute an infringement or an alleged infringement of any third party patent, copyright, registered design, trademark or other intellectual property right,.

We shall cooperate reasonably with you in the defense or settlement of the foregoing, and shall have the right, at our own expense, to be represented in any action by counsel of its own choice

12.2 You shall hold harmless and indemnify us against any third party liability or claim for personal injury or damage to property arising solely from any negligent act or omission of the Supplier, its employees or agents, save to the extent that such liability, loss, cost, expense, damage or injury is due to our negligence or our employees or agents.

12.3 You shall have in place the appropriate liability insurance and product liability insurance for amounts sufficient to cover your obligations, and potential liabilities under the Agreement, and shall provide evidence of such insurance on request.

12.4 Nothing in this Agreement shall exclude or limit the parties liability for death or personal injury caused by that party's negligence or for fraudulent misrepresentation or for] any liability that cannot legally be excluded or limited as a matter of law.

12.5 Subject to Condition 12.44, we shall not be liable to you, whether in tort, contract or otherwise, for any anticipated or actual loss of profit (whether direct or indirect), loss of business, loss of opportunity, loss of goodwill, loss of data and/or any loss which is indirect, consequential or economic or which, whether or not in practice arises as a direct and natural result of a breach of the Agreement, was not at the time the Agreement was made a reasonably foreseeable result of such a breach.

12.6 Subject to Condition 12.44, our maximum aggregate liability for any loss or damage in respect of any claims arising out of or in connection with the Agreement whether in contract, tort or otherwise shall not exceed the Price.

13 ON-SITE EQUIPMENT

Subject to Condition 12.44, we shall not be responsible for or accept any liability in respect of damage or claims resulting from the use by or on your behalf of our on-site equipment. You warrant that you will only use our on-site equipment with our prior authority and in strict compliance with our site procedures and policies.

14 PERSONNEL

14.1 If the Agreement requires or permits entry by you or your permitted or approved sub-contractor onto our premises, it is a condition of the Agreement that you and your employees and any of your sub-contractors and their employees shall treat as strictly confidential any technical or commercial know-how, processes, specifications or other information which shall come into your knowledge in the course of such entry. Any such technical or manufacturing know-how, processes, specifications and other information shall not be disclosed to any third party without our previous consent in writing. You shall obtain from any such sub-contractor an undertaking in the terms of Condition 22 and shall be responsible for any non-compliance by them.

14.2 If under the terms of the Agreement, your employees or sub-contractors enter one of our sites, the following will apply:

- (i) you must, and procure that your employees and sub-contractors shall, at all times abide by the rules and regulations in force at our site, details of which will be made available by the manager responsible for the site concerned;
- (ii) when applicable, a permit to work must be obtained from us prior to commencement of any such relevant contractor work on site. Particular attention must be paid to the site safety rules, requirements and other warning signs;
- (iii) you, your employees and sub-contractors shall attend such safety training and provide such security clearance information as we may require;
- (iv) you shall, when required by our nominated representative, carry away any unwanted material; and
- (v) you shall, on completion, leave the site clear and tidy to our satisfaction. These duties shall be performed at your cost.

14.3 Nothing in the Agreement shall be construed or have effect as constituting any relationship of employer and employee between us (or any of our Group Companies) and you or your personnel. You shall account for all income taxes and applicable national insurance in respect of the fees payable under the Order and/or in respect of your engagement of your personnel and all entitlements of your personnel to pension contributions and holiday pay.

14.4 You will ensure that any key personnel named on the Order (or as agreed between us and you) will not be removed from provision of the Services without our prior consent.

14.5 We reserve the right to refuse to admit to or remove from any of our sites or premises any of your personnel whose admission or presence would in our opinion be undesirable or who represents a threat to confidentiality or security or would be a breach of any rules or regulations or policies. We shall inform

you of any removal and such removal will not relieve you from performance of your obligations under the Agreement.

14.6 For Services- the parties acknowledge and agree that there shall be no transfer, of employees and you shall indemnify us and our Group Companies against all costs, liabilities, claims, damages and expenses incurred directly or indirectly in relation to any such transfer (including, without limitation, in relation to the termination of any transferring contract of employment). You shall within 5 days of a request provide us with a list of each and every member of your personnel, assigned to the relevant Services, and shall provide us with any details in respect of each such personnel as are reasonably requested by us (whether for itself or for any Future Supplier). You shall procure that such list and details are complete and accurate.

15 TERMINATION AND CONSEQUENCES OF TERMINATION

15.1 We shall be entitled at any time by no less than 14 days' notice in writing to terminate the Agreement, in whole or in part, for convenience.

15.2 In the event of termination for convenience in accordance with Condition 15.1, you shall:

- (i) deliver to us any Goods or the deliverables of any Services that are complete and ready for delivery at the date of termination and, at our request, any work in progress;
- (ii) use all reasonable endeavours to assign to us on request the benefit of any sub-contract entered into by you in connection with the Goods and/or Services, or to terminate any such sub-contract; and
- (iii) you shall promptly return all of our property.

15.3 In the event of termination for convenience in accordance with Condition 15.1, you shall be entitled to be paid:

- (i) a proportion of the Price in respect of Services rendered, work done and Goods delivered up to the date of termination;
- (ii) such proportion of the Price as relates to Goods or deliverables subsequently delivered in accordance with Condition 15.2(i); and
- (iii) any sums which, consistent with applicable lead times, have necessarily and reasonably been paid by you to your suppliers or contractors to carry out your obligations under the Agreement,

and you will not be entitled to any payment other than under this Condition 15.3.

15.4 Without affecting any other right or remedy available to us, we may, without liability to you, terminate the Agreement for default, in whole or in part, with immediate effect by giving written notice if:

- (i) you breach a warranty of the Agreement or fail to perform any obligation or requirement of the Agreement and, if capable of remedy, fail to remedy such breach within 14 days of written notice; or

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- (ii) you repeatedly breach any of the terms of this Agreement in such a manner as to reasonably justify the opinion that your conduct is inconsistent with you having the intention or ability to give effect to the terms of this Agreement; or
 - (iii) you suspend, or threaten to suspend, payment of your debts or are unable to pay your debts as they fall due or admit inability to pay your debts or (being a company or limited liability partnership) are deemed unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986 (**IA 1986**) as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being a partnership) have any partner to whom any of the foregoing apply; or
 - (iv) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with any of your creditors; or
 - (v) you apply to court for, or obtain, a moratorium under Part A1 of the Insolvency Act 1986; or
 - (vi) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company, limited liability partnership or partnership); or
 - (vii) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over you (being a company, partnership or limited liability partnership); or
 - (viii) the holder of a qualifying floating charge over your assets (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; or
 - (ix) a person becomes entitled to appoint a receiver over all or any of your assets or a receiver is appointed over all or any of your assets; or
 - (x) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of your assets and such attachment or process is not discharged within 14 days; or
 - (xi) any event occurs, or proceeding is taken, with respect to you in any jurisdiction to which you are subject that has an effect equivalent or similar to any of the events mentioned in Condition 15.4 (iii) to (xi) (inclusive); or
 - (xii) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business; or
 - (xiii) your financial position deteriorates so far as to reasonably justify the opinion that your ability to give effect to the terms of this Agreement is in jeopardy; or
 - (xiv) you have a change of control. For the purpose of this Agreement, a change in control is deemed to have occurred if there is a change in the beneficial ownership of fifty percent (50%) or more of the ownership of Supplier. This clause shall not apply to internal reorganisations in your group of companies.

15.5 In the event of termination for default in accordance with Condition 15.4 and without affecting any other right or remedy available to us:

- (i) at our election, you shall deliver to us any Goods or the deliverables of any Services that are complete and ready for delivery at the date of termination and, at our request, any work in progress. For the avoidance of doubt, we shall also have the right to refuse to accept any delivery of Goods and/or Services;
- (ii) at our election, you shall assign to us the benefit of any sub-contract entered into by you in connection with the Goods and/or Services;
- (iii) we shall be entitled to purchase substitute items and/or services elsewhere and you shall provide us, or our nominee, without charge, such assistance as we require to facilitate transfer of the provision of the Goods and/or Services to another provider;
- (iv) we shall have the right to use, or have used, without charge, any of your technical information and Intellectual Property Rights, or that of your sub-contractors, necessary for us to continue the provision of the Goods and/or Services contracted for under the Agreement;
- (v) you shall reimburse us for any claims and excess re-procurement costs incurred by us as a result of your default, and we shall be entitled to set off any such claims and costs against amounts owed to you;
- (vi) pursue additional remedies including but not limited to recouping any and all liquidated damages, costs and claims and other sums paid or payable by us to our customer(s) as a result of your failure or delay in delivery; and
- (vii) you shall promptly return all of our property.

15.6 The termination and/or expiry of the Agreement howsoever arising is without prejudice to the rights, duties and liabilities either you or we accrued prior to termination and/or expiry. The Conditions which expressly or impliedly have effect after termination and/or expiry will continue to be enforceable notwithstanding termination and/or expiry.

16 CONFLICT MINERALS DISCLOSURE

16.1 You shall support our compliance with sourcing obligations to certain customers subject to requirements to report sourcing of tin, tantalum, tungsten and gold ("**Conflict Minerals**") from certain countries in the African subcontinent. You shall have due diligence processes in place to make reasonable enquiries, including with your supply chain, into the country of origin of Conflict Minerals included in the Goods sold to us.

16.2 You shall disclose to us in writing those Goods containing Conflict Minerals prior to acceptance of the Order. You shall report such data as may be required by us to fulfil our obligations to our customers on sourcing of Conflict Minerals.

17 HEALTH, SAFETY, ENVIRONMENTAL AND HAZARDOUS MATERIALS

- 17.1 Notwithstanding the specific regulations and legislation set out below all Goods and their component parts, substances and materials shall comply with the Relevant Laws applicable to the jurisdiction in which the Goods are being manufactured and the jurisdiction in which the Goods will be used.
- 17.2 You must advise us upon receipt of the Order if the Goods to be supplied contain any hazardous or harmful materials requiring special handling or treatment. In any event, all Goods and their component parts, substances and materials shall comply with the requirements set forth in the Montreal Protocol and European regulation (EC) No. 1005/2009 on substances that deplete the ozone layer and the retained EU Decision 2015/798, authorising the European Commission to negotiate amendments to the Vienna Convention for the Protection of the Ozone Layer and the Montreal Protocol on Substances that deplete the Ozone Layer.
- 17.3 Prior to delivery of the Goods to us, you shall notify us, in writing, if any substances included in the Goods, are identified on the "Candidate List" (as amended from time to time, published by the European Chemicals Agency and/or The UK HSE & DEFRA, as is relevant to the jurisdictions in which the Goods are being manufactured and being used) and if the concentration of the relevant substance is greater than 0.1% w/w at the smallest article/component level. You shall comply with all requirements relating to the same and will inform us of any information or restrictions on use which may or are likely to impact on the use, sale or disposal of any substance contained in the Goods supplied.
- 17.4 All Goods and hazardous materials supplied to us shall comply with all applicable requirements under the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and implementing regulations thereunder.
- 17.5 We both agree to comply in all respects with:
- (i) all applicable environmental and health and safety legislation and regulations (as they may be amended or come into force from time to time);
 - (ii) any requirements of any relevant authorities relating to hazardous substances, articles including any parts, subparts, components and chemical constituents contained therein, and chemicals affecting the Goods and/or Services including, without limitation, all registration requirements, labelling requirements, safety assessments, communication requirements of information up and down the supply chain and responding promptly to requests for data and information from suppliers and customers; and
 - (iii) all applicable legislation and regulations relating to electrical or electronic equipment and in particular take-back obligations and whether this is pursuant to The Waste Electrical and Electronic Equipment Directive (2012/19/EU), the Waste Electrical and Electronic Equipment Regulations SI 2013/3113 (as amended) and amending legislation, or other applicable laws or regulations.
- 17.6 Where the Goods supplied and/or Services provided include the provision of any electrical or electronic equipment, you agree to take back such equipment without charging us any additional amount to undertake these responsibilities.
- 17.7 You represent and warrant, after reasonable investigation and due diligence, that:

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- (i) Goods, including all chemical constituents contained therein, supplied to us in the United States are on the Toxic Substances Control Act (TSCA) Active Inventory List (40 CFR §710), as amended from time to time, published by the Environmental Protection Agency (EPA) pursuant to TSCA 15 U.S.C. §2601 et seq;
 - (ii) Goods, including all chemical constituents contained therein, are registered under REACH or UK REACH (as relevant), if required and are not restricted from use under Annex XVII of REACH or UK REACH; and
 - (iii) none of the Goods containing any lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), bis (2-ethylhexyl) phthalate (DEHP), butyl benzyl phthalate (BBP), dibutyl phthalate (DBP), diisobutyl phthalate (DIPB) fall under the scope of EU Directive 2011/65/EU (RoHS Directive) (as amended) or Restriction of the Use of certain Hazardous Substances in Electrical & Electronic Equipment Regs 2012 (SI 2012/3032) (as amended), or such Goods are out of scope based on application.

17.8 You shall comply in all respects with all applicable health and safety and environmental laws and regulations and shall indemnify and hold us and our Group Companies harmless from any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees, incurred or sustained by us which are caused by, or arise as a result of your breach of such legislation or regulation.

18 EXPORT, IMPORT AND REGULATORY COMPLIANCE

18.1 We and you each agree to comply with all applicable governmental regulations as they relate to the import, export, transfer and re-export of information, software and/or provision of Goods and/or Services and/or our or your property. Without limiting the foregoing, neither we nor you shall disclose or deliver any information, software or Goods, Services and/or our or your property provided hereunder in any manner contrary to any applicable export or import laws and regulations. We and you acknowledge that these laws and regulations impose restrictions on import, export, transfer and re-export to third countries of certain categories of information, software and goods and services and that authorisations/licences from the applicable regulatory agency may be required before information, software and/or Goods and/or Services and/or our or your property can be disclosed or delivered hereunder, and that such authorisations/licences may impose further restrictions on use and further disclosure or delivery of such information, software and/or Goods and/or Services and/or our or your property.

18.2 You must complete our standard Supplier/Manufacture Classification Form, including applicable tariff /commodity code, export classification number and the country of origin. Notwithstanding the foregoing, you shall identify any part of the Goods and/or Services that are subject to import or export regulations prior to the signature of the Agreement and will notify us immediately in the event there is a change in import or export regulations. You shall provide us with any assistance we may reasonably request in implementing such applicable import and export regulations.

18.3 For US export controlled hardware and information, you shall complete all information-request forms that we supply, accurately, and return them to us by the date specified. You will immediately notify us of any changes to the information supplied. Applicable tariff/commodity code, export classification number and the country of origin shall be provided within a supplier declaration, which shall also state the country of origin, to determine the economic origin of products, which may be subject to certain measures. These

measures include anti-dumping and anti-subsidy (countervailing) duties, origin marking, some tariff quotas and other trade safeguards, trade restrictions, statistical information or claiming preferential origin, when applicable. Origin is to be determined accurately according to where the item is wholly obtained or in the place of last substantial transformation.

18.4 Whenever all or part of the Goods and/or Services are subject to import or export regulations, and without prejudice to your other obligations under this Condition 18, you shall:

- (i) at no cost to us, be responsible for the timely application for all relevant official approvals, licences and authorisations required for the worldwide import or export and delivery of the Goods and/or Services to us, to any of our Group Companies or to our customers in accordance with the Agreement, as well as for the operation and/or use of the Goods and/or Services by the customer worldwide;
- (ii) where all or part of the Goods and/or Services are subject to import or export licencing procedures, apply for, and procure that an import or export licence or similar documentation is issued by, the relevant authorities in time to allow delivery and operation/use of the Goods and/or Services by us, by any of our Group Companies or by our customers worldwide;
- (iii) state on all delivery notices and invoices all applicable jurisdictions' import or export control number(s) according to the applicable import or export regulations;
- (iv) state on all delivery notices and invoices the Harmonised Tariff/Schedule B number according to the applicable customs' regulations; and
- (v) state on all delivery notices and invoices the origin of the Goods in accordance with the rules of World Trade Organisation.

18.5 Notwithstanding anything to the contrary in the Agreement, our ability to deliver the Goods and/or Services worldwide to our customers and provide support around the same, and our customers' ability to use, operate and maintain the Goods, including (without limitation) aircraft manufacture and OEMs worldwide, are of the essence of the Agreement. In the event that any import or export regulation would prevent you from complying with this obligation, and without prejudice to our other rights and remedies, you shall, at your own cost and within a timeframe compatible with our business needs, either:

- (i) apply for and use reasonable endeavours to obtain from the relative administration any authorisation with respect to the Goods and/or Services necessary for us and/or our Group Companies to support the Goods, including (without limitation) aircraft manufacture and/or OEMs, worldwide and for the relevant customers to continue using, operating and maintaining the aircraft or parts; or
- (ii) use best endeavours to replace or modify the restricted technology, so that the Goods and/or Services cease to infringe the export regulations, while fulfilling all requirements defined by the Agreement.

18.6 If you are based in the US and will manufacture or export defense Goods or provide defense-related Services for us, you shall first register pursuant to Section 122.1(a) of the International Traffic in Arms Regulations (ITAR) with the Directorate of Defense Trade Controls at the US Department of State.

18.7 For Goods, Services, property or information which are subject to US export control regulations, including but not limited to ITAR, you shall only engage and allow access to US citizens, permanent residents of the US, or nationals of other countries for which you have first requested, and we have obtained US Department of State or Department of Commerce approval, as applicable. The Agreement may be immediately suspended or cancelled if unauthorised access to such Goods, Services, property or information is allowed.

18.8 You shall indemnify and hold us and our Group Companies harmless from any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees, incurred or sustained by us which are caused by, or arise as a result of any failure by you to comply with such laws and regulations and/or the foregoing provisions of this Condition 18.

19 COUNTERFEIT GOODS

19.1 All Goods and/or deliverables of Services provided by you to us, including any that are provided by your sub-contractors, must be original and genuine, and in full compliance with the Agreement requirements, specifications, certifications, and any supporting data representing Agreement performance. You warrant that you have received from all of your sub-contractors and suppliers all data necessary to comply with this obligation and you have validated all such data. You will ensure that none of the Goods and/or deliverables of the Services are counterfeit, inaccurately marked, or in any manner misrepresented.

19.2 You shall operate a counterfeit control process for all Goods and/or deliverables of the Services regardless of industry sector consistent with these provisions and reasonable commercial terms for applicable industry sectors, to include AS5553A, and we shall have the right to audit, inspect and/or approve the process at any time before or after delivery of the Goods.

19.3 If any of the Goods delivered or to be delivered under the Agreement and/or deliverables of the Services are discovered to be a counterfeit item or suspected to be a counterfeit item, then we shall have the right to impound the item for further investigation of its authenticity. Our investigation may include the participation of third parties or governmental investigative agencies as required by law or regulations or by our customer, or by us, in our sole discretion. You shall cooperate in good faith with any investigation conducted by us, including, but not limited to, cooperation by you with respect to the disclosure of all design, development, manufacturing and traceability records in respect of the item. Upon our request, you shall provide to us certificates of conformance with respect to the item under investigation. We shall not be required to return the item to you during the investigation process or thereafter. We shall not be liable for payment to you of the price of any suspected counterfeit item under investigation.

20 COMPLIANCE, ANTI-CORRUPTION, ETHICS AND POLICIES

20.1 You warrant that:

- (i) you have put in place and shall maintain throughout the term of this Agreement all processes, procedures and compliance systems reasonably necessary to ensure that trafficking in persons, modern slavery, bribery and/or tax evasion do not occur in your business or down your supply chain by any other person associated with you (including your employees, agents and service providers);

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- (ii) you do not use any forced labor and that its wages meet applicable legal requirement. By signing this Agreement, you warrant that you and your agents or subcontractors do not engage in trafficking in persons and will monitor, detect, and terminate any agents, subcontracts, or subcontractor that have engaged in such activities; and
 - (iii) you will not and will procure that your directors, employees, agents, representatives, contractors and sub-contractors, and any other person associated with you or acting on your behalf will not:
 - a) offer, give or agree to give or receive, request or accept any financial or other advantage of any kind as an inducement or reward for doing or not doing any improper act or for the improper performance of any function associated with the Agreement or the Goods and/or Services; nor
 - b) act in any way which would constitute an offense by you or would cause us to commit an offense under any anti-bribery legislation; nor
 - c) employ any workers under the age of 15 or, in the countries subject to the developing country exception of the ILO Convention 138, employ any workers under the age of 14; nor
 - d) breach applicable anti-slavery legislation, nor any applicable anti-corruption legislation; nor
 - e) engage in any activity, practice or conduct which would constitute a tax evasion facilitation offense under Relevant Laws.

20.2 You shall comply with the Meggitt Ethics and Business Conduct, Diversity and Inclusion Policy and Anti-Corruption Policies accessible under “Group Policies and Governance Documentation” at <https://www.meggitt.com/about-us/our-responsibility/group-policies/>, or, with our consent, equivalent policies adopted by you.

20.3 You acknowledge that we are an Affirmative Action/Equal Opportunity Employer subject to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans’ Readjustment Act of 1974, as amended, the Jobs for Veterans Act of 2002, as amended, and their implementing regulations, (2) you agree to act in accordance with our AA/EEO obligations, and (3) agree to follow all applicable laws and regulations regarding employees, job applicants and reporting.

20.4 If you breach any of the above warranties, we shall be entitled to terminate the Agreement by written notice with immediate effect. Any termination shall be without prejudice to our accrued rights. You shall indemnify and hold us and our Group Companies harmless from any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees, incurred or sustained by us which are caused by, or arise as a result of a breach of this Condition 20.

21 CUSTOMER FLOW-DOWN REQUIREMENTS, INDUSTRIAL BENEFITS AND OFFSET

21.1 In order to meet the requirements of our customers, we may have to accept terms which are to be flowed down to our supply chain, and you shall accept the application of corresponding terms to the Agreement. You shall promptly cooperate with us and implement and carry out the procedures and requirements which we adopt and disseminate to meet our own and our customers’ requirements.

- 21.2 We may use all or any part of the value of the Agreement, including the value of any sub-contracts placed by you for the Agreement, for satisfying our international offset obligations, and/or the offset obligations of our Group Companies and/or any entity to which we transfer such value. You may use the offset credit generated by the Agreement or the sub-contracting of the Agreement only with our prior written consent.
- 21.3 If applicable, we and our assignees shall be entitled to all industrial benefits and/or offset credits that might result from the Agreement. You shall provide all information and assistance to us that we may reasonably request in support of our efforts to secure industrial benefits and offset credits related to the Goods.
- 21.4 If the Goods are purchased by us for our subsequent supply under a US government contract, then the applicable clauses from the Federal Acquisition Regulation (“**FAR**”) and the Defense Federal Acquisition Regulation Supplement (“**DFARS**”) are flowed-down and incorporated into the Agreement and form part of the terms and conditions of the Agreement and you will comply with the same. The relevant FAR and DFARS flow-downs may be communicated to you in writing including, without limitation, by email, and can be found by visiting <https://www.meggitt.com/siteterms/> and clicking on our company name.

22 CONFIDENTIALITY

- 22.1 Each party undertakes that it shall not at any time disclose to any person any confidential information of the other. For the purposes of this Agreement, confidential information means any information that is identified as confidential and/or would be regarded as confidential by a reasonable business person and includes without limitation information concerning the business, operations, affairs, customers, clients or suppliers, processes, product information, know-how, designs, trade secrets or software of the other party, or of any Group Company of the other party, or any information developed by the parties in the course of carrying out this Agreement.
- 22.2 Each party may disclose the other party's confidential information:
- (i) to its employees (or those of a Group Company), officers, representatives, contractors, subcontractors or advisers to the extent that they need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement, and provided that the party shall procure that that recipient is bound by equivalent obligations of confidentiality as those set out in this Agreement;
 - (ii) subject to Condition 22.4, as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (including, for the avoidance of doubt, listing rules and stock exchange); and
 - (iii) with the prior written consent of the other party.
- 22.3 Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 22.
- 22.4 If the receiving party is required to produce or disclose confidential information in accordance with Condition 22.2(ii) above, the receiving party shall, provided it is permitted by law, notify the disclosing party of the request in writing as soon as reasonably practicable, such that the disclosing party has the

opportunity to seek a protective order or otherwise appear or intervene in any relevant litigation or legal proceeding for the purposes of protecting its confidential information.

22.5 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

23 DATA PROTECTION AND ELECTRONIC SECURITY

23.1 Each of us agree to comply with the any Data Protection Legislation and you must:

- (i) process Data only upon our written instructions, unless required otherwise by Relevant Laws;
- (ii) ensure that all persons authorised by you to process our Data have committed themselves to an obligation of confidentiality or are under an appropriate statutory obligation of confidentiality;
- (iii) ensure that you have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of our Data and against accidental loss or destruction of, or damage to, our Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (iv) only engage a sub-processor if you have our prior, specific, written consent and, where such consent has been provided, you shall ensure that you have entered into a contract with the sub-processor that includes the same obligations as set out in this Condition 23 and you shall remain fully liable to us for the performance of the sub-processor's obligations;
- (v) acknowledge that if you should have access to any California resident personal information, then you and your employees or agents that such personal information may not be used for your or your employees or agents own means and purposes and that you and your employees or agents are prohibited from: i. selling said personal information, ii. retaining, using, or disclosing said personal information for any purpose other than for the specific purpose of this Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services specified herein; or iii. retaining, using, or disclosing said information outside of the direct business relationship between the parties and that by accepting this Agreement you and on behalf of your employees and agents certify that these restrictions are understood and will be fully complied with during the term of this Agreement
- (vi) assist us in ensuring compliance with our obligations under the Data Protection Legislation with respect to security of processing, data protection impact assessments, prior consultation with the relevant supervisory authority regarding high risk processing and notifications to the relevant supervisory authority and/or communications to data subjects in response to any suspected or actual data breach affecting our Data (a "**Meggitt Data Breach**");
- (vii) notify us promptly (and in any event within three Business Days), if you receive any complaint, notice or communication from a relevant regulator or supervisory authority or other third party (including data subjects) which relates directly or indirectly to our Data;
- (viii) notify us of any Meggitt Data Breach without undue delay (and in any event within twenty four (24) hours of becoming aware), providing such details as may be required by us regarding the nature

and likely consequences of the breach and take any steps or remedial action required by us in relation to the Meggitt Data Breach;

- (ix) at our choice, delete or return all relevant Data to us on request at any time, and in any event after the end of the provision of the services relating to processing, and delete existing copies, unless storage is required by Relevant Laws;
- (x) maintain complete and accurate records to demonstrate your compliance with the Agreement and the Data Protection Legislation, make such records available to us and allow for and contribute to audits, including inspections, conducted by us or an auditor mandated by us; and
- (xi) indemnify us and our Group Companies, and hold us and our Group Companies harmless, against the amount of Data Protection Losses incurred or suffered by us which corresponds with your proportion of responsibility for the Data Protection Losses having arisen due to any Meggitt Data Breaches and/or your breach of this Condition 23.

23.2 If you are granted access to any electronic system or electronic data ("**our Systems**"), you shall protect password(s) and other means of system or data access and comply with the terms of our policies regarding use of our Systems. You shall not access or use our Systems for any purpose other than for the performance of the Agreement. You will use reasonable endeavours including the use of latest commercially available anti-virus software to prevent the introduction of viruses, Trojan horses, worms, software bombs or similar items or computer programs into our Systems.

23.3 Our Systems are provided on an "as is" and "as available" basis, and you expressly agree that we make no warranty, express or implied, as to reliability and availability of any of our systems.

23.4 You shall immediately notify us in the event of any unauthorised use, to include but not be limited to suspected breach of data, unauthorised use of password(s) or data accessed from our Systems and shall take immediate action, as requested by us, to mitigate any potential harm, loss or damage to us.

23.5 You shall indemnify and hold us and our Group Companies harmless from any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees, incurred or sustained by us which are caused by or arise as a result of a breach of Conditions 23.1 or 23.2.

24 FORCE MAJEURE

24.1 "**Force Majeure Event**" means any circumstance not within a party's reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including (without limitation) imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent and/or collapse of buildings, fire or explosion.

24.2 Provided it has complied with Condition 24.3 below, if a party is directly prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("**Affected Party**"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations

shall be extended accordingly. A party cannot claim relief if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. Where you are the Affected Party, this shall include any failure to comply with the provisions of any disaster recovery and/or business continuity plan.

24.3 The Affected Party shall:

- (i) as soon as reasonably practicable after the start of the Force Majeure Event, and in any event within 1 week, notify the other party of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement;
- (ii) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations; and
- (iii) resume performance of its obligations promptly after the removal of the cause of the delay or prevention.

24.4 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of 30 days or more, the party not affected by the Force Majeure Event may terminate this Agreement by giving no less than 10 days' written notice to the Affected Party. Such termination shall be treated in accordance with Conditions 15.2 and 15.3.

25 GENERAL

25.1 Any notice to be given under the Agreement shall be in writing. Notices to be given to us shall be sent by post U.S. Legal, 1955 N. Surveyor Ave, Simi Valley, California 93063 and to our company representative that you deal with. Notice to be given to you shall be sent to the address set out in the Order, marked for the attention of your CEO.

25.2 A notice is deemed to be delivered as follows:

- (i) if delivered by hand, at the time the notice is left with the reception staff at the address;
- (ii) if sent by pre-paid first class post or other next working day delivery service providing proof of postage or delivery, at 9.00 a.m. on the second Business Day after posting; or
- (iii) if sent by pre-paid airmail providing proof of postage or delivery, at 9.00 a.m. on the fifth Business Day after posting.

25.3 Our Group Companies may enforce the terms of this Agreement as if they were us. Notwithstanding the foregoing, the rights of the parties to rescind or vary this Agreement are not subject to the consent of any other person.

25.4 Nothing in the Agreement shall create, or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

25.5 This Agreement is intended to benefit and is binding on the successors and assigns of each party. We may at any time assign, sub-contract, mortgage, charge, declare a trust over or deal in any other

manner with any or all of its rights under this Agreement. You shall not be entitled to assign, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with any or all of your rights under this Agreement without our prior written consent. Where we consent to any subcontracting or other dealing, this shall not relieve you of any of your obligations under the Agreement and, for any subcontracts, you shall ensure that you include corresponding conditions to those set out in the Agreement in your contracts with your supply chain.

- 25.6 A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 25.7 If, for any reason, any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of this Agreement is deemed deleted under the previous sentence, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 25.8 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, course of dealing, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 25.9 Each party agrees that in entering into this Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 25.10 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 25.11 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 25.12 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 25.13 No variation of this Agreement shall be effective unless it is in writing and signed by an authorised representative of each party.
- 25.14 No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

26 GOVERNING LAW AND DISPUTE RESOLUTION

- 26.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of New York without regard to its conflicts of law provisions.

26.2 Either party may apply to any court with the competent jurisdiction for an order for specific performance or any interim, injunctive or protective orders as may be necessary to protect its interests, and Meggitt may apply to any court with competent jurisdiction in relation to any dispute concerning payment.

26.3 The United Nations Conventions on Contracts for the International Sale of Goods 1980 shall not apply to any aspect of this Agreement.