SUBSEA CRAFT LIMITED GENERAL TERMS & CONDITIONS OF PURCHASE

1. INTERPRETATION & DEFINITIONS

The following definitions and rules of interpretation apply in these Conditions.

1.1 Definitions:

Affiliate: means in relation to either Party, a company or other entity which is a Holding Company or a Subsidiary, or a Subsidiary of any such Holding Company, of that Party.

AI Systems: means any software or hardware system that uses machine learning, deep learning, natural language processing, or any other form of artificial intelligence.

Background IP: all Intellectual Property Rights, technical know-how, information, data, materials, methods and processes owned by or licensed to a party at the date of the Contract (other than as licensed by the other party), and any Intellectual Property Rights, technical know-how, information, data, materials, methods and processes developed or acquired by that party after the date of the Contract that are not Foreground IP.

Business Day: means any day (other than a Saturday or Sunday) on which banks are open in the City of London for the transaction of normal banking business.

Certificate of Conformity: means the certificate issued by the Supplier certifying that the Goods meet the requirements of the Specifications.

Commencement Date: has the meaning given to it in Condition 2.2.

Confidential Information: means in relation to either Party, means confidential information (whether oral, graphic or written, or in electronic form or any other form) belonging to or relating to that party, its Affiliates, its or their business, clients, customers, business plans, affairs or activities including: (a) know how, trade secrets and other information of a confidential nature, including all proprietary, technical, industrial and commercial information and techniques in whatever form (including computer disks and tapes) that information may be recorded or stored; (b) any document marked Confidential or any information which the recipient party has been informed is confidential or which it might reasonably expect the other party would regard as confidential; (c) the provisions of this Contract and the implementation of the transactions contemplated by it; or (d) the negotiations giving rise to this Contract.

Contract: shall mean and refer to the contract between SSC and the Supplier for the supply of Goods and/or Services, consisting of the Purchase Order and any documentation referenced therein, any Specification, and these Conditions.

Control: in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

(a) through the holding of shares, or the exercise of voting power, in or in relation to that or any other body corporate; or

(b) by virtue of any powers conferred by the constitutional or corporate documents, regulating that or any other body corporate, or any other document,

and a **Change of Control**, in relation to that body corporate, occurs if a person who Controls it ceases to do so or if another person acquires Control of it.

Customer: means SSC's end customer.

Data Protection Law: means any privacy or data protection laws, regulations, regulatory requirements, guidance and codes of practice applicable to this Contract, including but not limited

to the Data Protection Act 2018 and UK General Data Protection Regulation (as defined within section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018).

Deliver, Delivery, Delivery Location and **Delivered:** has the meaning given to them in Condition 5.

Deliverable: means any deliverable to be provided to SSC by the Supplier as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: means the date for Delivery as set out in the relevant Purchase Order and confirmed in writing by the Supplier at the time it accepts the Purchase Order. Where no written acceptance of the Purchase Order takes place, the Delivery Date shall be the date set out in the relevant Purchase Order.

Dispute: has the meaning given to that term in Condition 34.1.

Dispute Notice: has the meaning given to that term in Condition 34.2.

Encumbrance: any mortgage, charge, pledge, lien, restriction, assignment, hypothecation, security interest, title retention or any other Contract or arrangement the effect of which is the creation of security, or any other interest, equity or other right of any person (including any right to acquire, option, right of first refusal or right of pre-emption) or any Contract or arrangement to create any of the same.

Export Controls: means all laws, regulations, binding regulatory decisions and/or rules with equivalent effect to which SSC is subject in any territory (including but not limited to the United Kingdom, European Union and United States of America), which restrict the transfer of Deliverables to, or the performance of services for, certain persons and entities.

Force Majeure: means all unforeseeable and unavoidable events beyond the reasonable control of the Party affected, which prevent or delay in total or in part the carrying out of its obligations (e.g. fire, flood, accidents, war, riots, insurrection, civil disturbance, acts of government, governmental regulations) but excluding transportation difficulties, strike, lock out or other labour disputes of the Supplier or third parties.

Foreground IP: any Intellectual Property Rights that arise or are obtained or developed by a party specifically in the course of or in connection with the provision of the Goods and/or Services.

Goods: means all goods manufactured by the Supplier and/or procured by the Supplier for the purpose of supply to SSC pursuant to the Contract.

Goods Specification: means the Supplier's specification for the Goods and/or Deliverables to be supplied to SSC under the terms of the Contract, which shall form part of and be incorporated into the Contract.

Group: means in relation to a body corporate, means the body corporate, and any Affiliates of that body corporate. Each Affiliate in a Group is a member of the Group.

Holding Company: has the meaning given in section 1159 of the Companies Act 2006.

Insolvency Event means:

(a) any step taken to appoint, or the appointment of, a liquidator, receiver, administrator, supervisor or other similar officer in respect of any of the relevant party's assets (by resolution, court order or otherwise);

(b) a party suspending or ceasing, or threatening to suspend or cease, to carry on all or a substantial part of its business;

(c) a party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Party;

(e) a person becomes entitled to appoint a receiver over all or any of the assets of the party or a receiver is appointed over all or any of the assets of the Party;

(f) the holder of a qualifying floating charge over the assets of that Party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

(g) a creditor or encumbrancer of the other Party 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 the Party's assets and such attachment or process is not discharged within seven (7) days;

(h) the Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

(i) the Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;

(j) a Party being dissolved; and/or

(k) anything which, under the law of any applicable jurisdiction, is analogous to any of the acts or events specified in this definition of an Insolvency Event.

Intellectual Property Rights: means patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and 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, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), semiconductor topography rights, image rights, rights in personality and similar rights, plant variety rights, 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.

Known Vulnerabilities: means any Vulnerability that has either:

(l) been assigned a Common Vulnerabilities and Exposures (CVE) number;

(m) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST); or

(n) been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with good industry practice.

Last Time Buy Order: has the meaning given in Condition 18.6.

Life Limited Items: has the meaning given in Condition 18.11.

Mandatory Policies: means the policies, guidelines and codes of SSC, including but not limited to SSC's Supplier Code of Conduct, as in force and notified by SSC to the Supplier from time to time.

Obsolescence Management Plan: has the meaning given in Condition 18.2.

Obsolescence Notification): has the meaning given in Condition 18.2.

Open-Source Software: means any software programs which are licensed under any form of open-source licence meaning the Open Source Initiative's open source definition from time to time.

Party: means SSC or the Supplier and **Parties** shall mean both of them.

Price: means the price for the Goods and/or Services, as set out in the Purchase Order.

Purchase Order: an order for the purchase of Goods and/or Services in accordance with the Contract, which is issued to the Supplier by SSC.

Response: has the meaning given to that term in Condition 34.3.

Sanctions: means any sanctions, prohibitions or restrictions imposed by any State, Supranational or International Governmental Organisation, including the United Kingdom, United States of America or European Union.

SSC: means SubSea Craft Limited registered in England and Wales with company number 08930367 with registered office at The Camber, East Street, Portsmouth, England, PO1 2JJ.

SSC Materials: means all documents, information, software and other materials (whether owned by SSC or a third party) that are provided by SSC to the Supplier in connection with the Contract and which shall at all times remain the property of SSC.

SSC Specification: means any specification issued by SSC setting out its requirements in relation to the Goods, Services and/or Deliverables.

Services: means any services including any Deliverables to be provided by the Supplier to SSC as specified in and pursuant to the relevant Purchase Order and the terms of the Contract (including as may be set out in any Specification).

Software: means any software program which is comprised or included in or related to the Goods and/or Services, including as applicable any source code or object code in such program and all other works or materials recorded or embedded in the program including any audio or visual content in any screen displays or user interfaces and all user guides or manuals for the program in any format.

Specifications: means the Goods Specification and SSC Specification together.

Subsidiary: has the meaning given in section 1159 of the Companies Act 2006.

Supplier: means the person or entity from whom SSC purchases the Goods and/or Services in accordance with the Contract.

Supplier's Premises: means the premises from which the Supplier shall be carrying out the work under the Contract, which shall be subject to approval by SSC.

Term: has the meaning given in Condition 2.6.

Virus: means any program which contains malicious code or infiltrates or damages a computer system without the owner's informed consent or is designed to do so or which is hostile, intrusive or annoying to the owner or user and has no legitimate purpose.

Vulnerability: means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity or availability, and the term Vulnerabilities shall be construed accordingly.

Warranty Period: means two (2) years from the date of Delivery.

1.2 In these Conditions (except where the context otherwise requires):

1.2.1 condition and paragraph headings are inserted for ease of reference only and shall not affect construction;

1.2.2 any reference to a "Party" is to a party to the Contract and also includes a reference to that party's legal personal representatives, successors, transferees and permitted assignees and the term "Parties" shall be construed accordingly;

1.2.3 any reference to a recital, Condition, Schedule or appendix is to the relevant recital, Condition, Schedule or appendix to the Contract and any reference to a paragraph is to the relevant paragraph in the schedule in which it appears;

1.2.4 any reference to "include", "including", "in particular" or any similar term is not to be construed as implying any limitation and general words introduced by the word "other" (or any similar term; shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;

1.2.5 any reference to a person shall include any individual, firm, body corporate, association, joint venture, partnership, government, state or agency of state, in each case, whether or not having a separate legal personality. Reference to a company shall be construed so as to include any company, corporation or other body corporate wherever and however incorporated or established;

1.2.6 any reference to statutes, statutory provisions, statutory instruments, enactments, EU Directives or EU Regulations shall include references to any consolidation, re-enactment, modification or replacement of the same from time to time and to any subordinate legislation made under the same;

1.2.7 any reference to an agreement or other document or any provisions thereof is a reference thereto as it is in force for the time being and from time to time as amended, supplemented, novated, or replaced;

1.2.8 any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to any similar or comparable action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing which approximates in that jurisdiction to the English legal term; and

1.2.9 any reference to "writing" or "written" includes any method of reproducing words or text in a legible and non-transitory form, to include email unless otherwise stated.

2. BASIS OF CONTRACT

2.1 The Purchase Order constitutes an order by SSC to purchase the Goods and/or Services in accordance with these Conditions.

2.2 The Purchase Order shall be deemed to be accepted on the earlier of:

2.2.1 the Supplier issuing written acceptance of the Purchase Order; or

2.2.2 any act by the Supplier consistent with fulfilling the Purchase Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.3 The Supplier's acceptance is expressly limited to acceptance of the Purchase Order which incorporates these Conditions.

2.4 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or which are imposed by law, trade custom, practice or course of dealing. No written or printed terms additional to or inconsistent with these Conditions shall be binding on SSC unless agreed in writing by an authorised representative of SSC.

2.5 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.6 The Contract shall continue in force until the Parties have discharged all their obligations under it, unless it is terminated earlier in accordance with Condition 32 (**Term**).

3. QUALITY AND CONFORMANCE

3.1 The Supplier acknowledges that the Contract may be subject to Government Quality Assurance (**GQA**). SSC will advise the Supplier of any GQA requirements and applicable AQAPs as soon as it is

notified of them and the Supplier shall co-operate fully with SSC to ensure those requirements and AQAPs are complied with.

3.2 Without prejudice to the generality of Condition 3.1, in the event that a GQA representative (**GQAR**) requires access to the Supplier's facilities, the Supplier shall co-operate fully with the GQAR and provide in good time all information, documentation and access requested by the GQAR.

3.3 The Goods, and any materials used in the supply of the Services, shall be manufactured, assembled, quality checked and supplied in accordance with the terms of the Contract, including the relevant Purchase Order and any Specifications.

3.4 The Supplier shall not manufacture or assemble the Goods in any facility other than its plant at the Supplier's Premises unless otherwise agreed to in writing by SSC (such agreement not to be unreasonably withheld or delayed).

3.5 The Supplier shall operate an effective quality management system that provides a means of ensuring that the Goods and any products, materials, designs and/or processes used in the supply of the Goods or Services conform with the terms of the Contract, and that meets the requirements of ISO9001 and any other future mandatory quality management standards and shall maintain such certifications for the duration of the Contract. If the Supplier is a test and/or calibration laboratory, the Supplier must be ISO 17025 accredited by UKAS or a similar notified body under the mutual recognition agreement (MRA) for EA – European Accreditation/Global ACI. Special process suppliers must as a minimum be ISO9001 approved. SSC considers the following to be Special Processes:

3.5.1 anodizing/plating;

3.5.2 welding/soldering/brazing;

3.5.3 conformal coating;

3.5.4 painting/power-coating; and

3.5.5 non-destructive testing (NDT)

3.6 The Supplier shall promptly inform SSC of changes to its certification, registration and accreditation status and any other changes that may affect quality such as manufacturing location.

3.7 SSC or any person authorised by it, including the Customer, a GQAR (where applicable) or any regulatory authority shall have the right, on reasonable written notice, to audit the quality management systems of the Supplier and to conduct audits and/or inspections (including source inspections and testing) of the Supplier to enable SSC to verify that the Supplier is in full compliance with its obligations under the Contract including but not limited to inspection of any tools or materials procured for or used in the manufacture of the Goods or any manufacturing processes carried out on completed Goods before dispatch. The Supplier shall, within the period reasonably set out by SSC, comply with any reasonable audit or inspection recommendations issued by SSC.

3.8 Records related to the manufacture and/or process operations, including inspection, test and traceability, are to be retained by the Supplier and made available on request for verification by SSC or the Customer for a minimum of 7 years unless otherwise agreed in writing by SSC.

Non-conformance

3.9 SSC may inspect and test the Goods at any time prior to Delivery. The Supplier shall remain fully responsible for the Goods, Deliverables or materials for use in the supply of the Services (as the case may be) despite any inspection or testing by SSC, and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.10 If following such inspection and/or testing SSC considers that the Goods, Deliverables or materials for use in the supply of the Services do not comply or are unlikely to comply with the Contract (including but not limited to any Specifications), drawing, process instruction or procedure, SSC shall inform the Supplier and the Supplier will follow the procedure set out at Condition 3.12.

3.11 Goods, Deliverables or materials for use in the supply of the Services identified as being non-conforming prior to delivery – either under Condition 3.10 or by the Supplier's own quality department – shall not be delivered to SSC unless the Supplier complies with the procedure set out at Condition 3.12.

3.12 Where the Supplier opts either to scrap and replace non-conforming Goods, Deliverables or materials for use in the supply of the Services or re-work them to full conformance prior to dispatch, no concession/approval is required from SSC. In order to dispatch the Goods, Deliverables or materials in their non-conforming state or repair the non-conforming Goods, Deliverables or materials prior to dispatch, the Supplier must request prior written approval from SSC, by submitting a concession request form to SSC. In these circumstances, the Supplier is not authorised to dispatch the non-conforming Goods, Deliverables or materials until it has received a copy of the applicable concession request form approved and signed by SSC and been informed of the applicable concession number. This concession number must appear on the Supplier's Certificate of Conformity each time a delivery is made from the batch that has been approved under concession.

3.13 SSC may conduct further inspections and tests after the Supplier has carried out its remedial actions and prior to dispatch. Any non-conformance identified on further inspection and testing may require, at the SSC's absolute discretion, some or all of the procedure at Condition 3.12 to be repeated.

3.14 The Supplier shall notify SSC of any non-conforming Goods, Deliverables or materials for use in the supply of the Services discovered after Delivery so that appropriate corrective action can be taken. Copies of all records relating to the non-conformance shall be sent to SSC. SSC shall notify the Supplier of any non-conforming Goods, Deliverables or materials and/or poor workmanship discovered after delivery. SSC will contact the Supplier and issue a Supplier Corrective Action Report (SCAR) against the Goods, Deliverables or materials noted for corrective action by the Supplier, where appropriate. This Condition 3.14 is without prejudice to any other rights and remedies SSC may have arising out of non-conforming Goods, Deliverables or materials.

3.15 Without prejudice to any other rights and remedies SSC may have, if any Goods and/or Services supplied or to be supplied under this Agreement are not in full compliance with the Contract or any Specifications or any SSC requirement, drawing, process instruction or procedure, SSC shall be entitled to recover from the Supplier, as liquidated damages for SSC's assessment, inspection and internal administrative costs, a total of 3% of the price of the Goods and/or Services for non-compliances identified by the Supplier or SSC before shipment; and a total of 5% of the price of the Goods and/or Services delivered for non-compliances first identified by the Supplier or SSC on or after Delivery to SSC. SSC shall be entitled to deduct such damages from any monies payable by SSC under the terms of the Contract or otherwise.

3.16 In addition, SSC reserves the right to charge (i) any other costs, expenses and damages related to the Supplier's non-compliances, including but not limited to SSC's or the Customer's costs of removal, disassembly, failure analysis, fault isolation, reinstallation, reinspection and retrofit; and (ii) liquidated damages, penalties and claims payable by SSC to the Customer(s) as a result of the non-compliances. These remedies do not affect any other legal rights which SSC may have in respect of such defective Goods and/or Services.

4. SUPPLY OF GOODS

4.1 The Supplier warrants that the Goods shall (unless otherwise agreed in writing):

4.1.1 be of good material and workmanship and free from defects in design, materials, component parts and workmanship;

4.1.2 contain only new, state-of-the-art components and materials;

4.1.3 conform in all respects with the terms of the Contract, including the Specifications and the relevant Purchase Order(s) and be capable of achieving the standard of performance specified in the Specifications;

4.1.4 have not accrued, or contain any components that have accrued, any usage or operating hours other than those strictly required by the Supplier or manufacturer to test the Goods or components prior to despatch;

4.1.5 in the case of computers, processors and electronic circuitry, have been manufactured no more than five (5) years prior to Delivery;

4.1.6 comply with the manufacturer's most recent technical specifications, unless otherwise instructed by SSC;

4.1.7 correspond with any samples of the Goods provided by the Supplier to SSC;

4.1.8 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for the purpose which SSC has made known to the Supplier or, where SSC does not make any purpose known to the Supplier, the purpose for which the Goods are normally used;

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

4.1.10 be supplied with full title guarantee; and

4.1.11 not be manufactured or supplied in breach of any Sanctions, Export Controls or other applicable laws or regulations.

4.2 The Supplier shall include on all invoice paperwork for each shipment accurate and complete information regarding the country of origin for all Goods (including components, parts and materials) supplied under the Contract. Additionally, the Supplier shall, upon request by SSC, promptly provide any further documentation or information necessary to verify the country of origin of the supplied Goods, which may include a formally endorsed certificate or declaration of origin, produced and issued at the expense of the Supplier. Country of origin is defined as the country where a part, component, or material was wholly obtained, produced, manufactured, or assembled, or underwent its last substantial transformation. Any failure to comply with this Condition 4.2 shall be deemed a material breach of the Contract.

4.3 The Goods must comply with the warranties in Condition 4.1 for the Warranty Period.

4.4 If any of the Goods supplied under the Contract are found to be in breach of any of the warranties set out in Condition 4.1 during the Warranty Period, then, without limiting other rights and remedies available to it, SSC shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

4.4.1 to terminate the Contract with immediate effect;

4.4.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

4.4.3 to require the Supplier to repair or replace the rejected Goods or to provide a full refund of the Price of the rejected Goods (if already paid);

4.4.4 to refuse to accept any subsequent Delivery of the Goods the Supplier attempts to make;

4.4.5 to recover from the Supplier any reasonable expenditure incurred by SSC in obtaining substitute Goods from a third party; and/or

4.4.6 to claim damages for any additional costs, losses or expenses incurred by SSC arising directly from the Supplier's failure to supply Goods in accordance with Condition 4.1.

4.5 Where Goods supplied under the Contract are found to be in breach of any of the warranties set out in Condition 4.1 during the Warranty Period, SSC shall notify the Supplier as soon as possible of such breach and the Supplier shall respond to such notification within ten (10) Business Days.

4.6 Unless otherwise directed by SSC in writing, where SSC requires the Supplier to repair or replace the rejected Goods in accordance with Condition 4.4.3, the Supplier shall ensure that:

4.6.1 the repairs or replacement are complete within two (2) calendar months of SSC's notification at Condition 4.5;

4.6.2 the repaired or replacement Goods, are free from defects in materials, components and workmanship and that all materials and components used in the repair/replacement are new and not refurbished, approved by SSC and are accompanied by certificates of conformity and certificates of origin; and

4.6.3 it notifies SSC prior to carrying out any repair or replacement if the manufacturer's technical specification for the Goods has been updated since Delivery, and where SSC so requests, that any repair or replacement incorporates the most recent technical specification of any component parts of any Deliverable(s).

4.7 Where Goods are repaired or replaced in accordance with Condition 4.4.3, SSC may require the Supplier to replace the entire batch of Goods, components or materials from which the defective item originated, unless the Supplier can demonstrate to SSC's reasonable satisfaction that the remainder of the batch is unaffected.

4.8 Goods repaired or replaced in accordance with this Condition 4 within the first half the original Warranty Period must comply with the warranties at Condition 4.1 for a new warranty period no shorter than the original Warranty Period. Goods repaired or replaced in accordance with this Condition 4 within the second half of the original Warranty Period must comply with the warranties at Condition 4.1 until the end of the original Warranty Period.

5. DELIVERY OF GOODS

5.1 The Supplier shall ensure that:

5.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition and in a manner consistent with good trade practice and in compliance with all UK and international regulations, laws and agreements relating to the packaging and carriage of goods, including those relating to hazardous goods;

5.1.2 the Goods are labelled in accordance with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and any written instruction of SSC;

5.1.3 each Delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), the NATO stock number (where applicable and where available), all supporting information required for NATO codification processes in accordance with Condition 5.2 (where applicable), the weight and dimensions of the Goods, special storage instructions (if any), and, if the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered;

5.1.4 a signed Certificate of Conformity accompanies each shipment and contains the following information: date, Supplier name, Supplier's authorised signature and title, Purchase Order number, part number, revision, quantity, any Special Processes (as set out at Condition 3.6), any concession number pursuant to the procedure at Conditions 3.9 to 3.16, NATO stock number (where applicable and where available), all supporting information required for NATO codification processes in accordance with Condition 5.2 (where applicable) and a statement certifying product compliance and traceability; and

5.1.5 where the Supplier is a material stockist or component distributor, the Original Equipment Manufacturer (**OEM**)'s Certificate of Conformity as a minimum.

5.2 To support NATO codification requirements, the Supplier shall provide SSC with the following technical source data for each item supplied under the Contract (where applicable) and for all spare parts and replacement items identified or recommended by the Supplier for the maintenance, repair or support of the item:

5.2.1 Supplier's full name;

5.2.2 Supplier's part number for item;

5.2.3 description of item;

5.2.4 Supplier's NCAGE/CAGE code for the item;

5.2.5 Supplier's technical data sheet, product specification, catalogue sheet or equivalent technical literature that identifies the item and its principal technical characteristics;

5.2.6 drawing number and revision where applicable and readily available; and

5.2.7 existing NATO number where one has already been assigned.

5.3 SSC may reject any Goods not accompanied by the documentation required under Condition 5.1.

5.4 The Supplier will Deliver the Goods DDP (Incoterms 2020) on the Delivery Date and at the location set out in the Purchase Order (or as instructed in writing by an authorised representative of SSC) (**Delivery Location**) and during SSC's normal hours of business. The cost of such transport and all associated costs, including taxes and duties, are included in the Price.

5.5 Delivery of the Goods shall be completed on arrival at the Delivery Location, with customs import clearance paid by the Seller, ready for unloading by SSC.

5.6 Risk in the Goods shall transfer to SSC on commencement of unloading by SSC at the Delivery Location. Title to the Goods shall transfer to SSC upon payment. Notwithstanding the above, SSC may use or sell the Goods in the ordinary course of its business before payment is made.

5.7 Any Goods rejected by SSC on Delivery shall be returnable at the Supplier's risk and expense. Neither Delivery nor any failure by SSC to reject the Goods at the time of Delivery shall be deemed to be an acceptance of any defects that might exist in the Goods at the time of Delivery.

6. SUPPLY OF SERVICES

6.1 In supplying the Services, the Supplier shall:

6.1.1 co-operate with SSC in all matters relating to the Services;

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

6.1.3 use personnel who are suitably skilled and experienced to perform the tasks assigned to them, in sufficient number and with appropriate supervision to ensure full and timely performance of the Supplier's obligations under the Contract;

6.1.4 ensure that the Services conform with the requirements set out in the Purchase Order and/or SSC Specification and that the Deliverables are fit for any purpose expressly or impliedly made known to the Supplier by SSC including in any SSC Specification;

6.1.5 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services, are free from defects in workmanship, installation and design;

6.1.6 observe all health and safety rules, regulations and any other security requirements that apply at SSC's premises;

6.1.7 not do or omit to do anything that may cause SSC to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business; and

6.1.8 not subcontract any part of the Services without SSC's prior written consent (not to be unreasonably withheld) and remain fully responsible for the acts and omissions of any approved subcontractors.

6.2 If any of the Services supplied under the Contract are found to be in breach of any of the provisions of Condition 6.1, then, without limiting other rights and remedies available to it, SSC shall have one or more of the following rights and remedies:

6.2.1 to terminate the Contract with immediate effect;

6.2.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;

6.2.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the Price already paid for the Services (if any);

6.2.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

6.2.5 to recover from the Supplier any reasonable expenses incurred in obtaining substitute services or deliverables from a third-party supplier; and/or

6.2.6 to claim damages for any evidenced costs, losses or expenses incurred by SSC arising directly out of the Supplier's failure to perform the Services in accordance with Condition 6.1.

7. DELAYED DELIVERY/PERFORMANCE

7.1 Without prejudice to SSC's other rights and remedies, if the Delivery of Goods or performance of the Services does not occur or is delayed beyond the Delivery Date or applicable performance date for reasons other than Force Majeure or SSC's breach of the Contract, SSC may recover from the Supplier

any reasonable expenditure incurred by SSC in obtaining replacement goods or services, together with any evidenced losses, damages, costs and/or expenses incurred by SSC arising directly from the non-supply or late supply of the Goods and/or Services.

7.2 The Supplier shall report, in writing, to SSC any circumstances likely to affect the Delivery of the Goods by the Delivery Date and/or the performance of the Services by the applicable performance date. Such report shall be provided within 24 hours of the Supplier becoming aware of the circumstances.

7.3 Without prejudice to SSC's other rights and remedies, if the Supplier fails or is likely to fail to make Delivery by the Delivery Date, SSC may require the Delivery of all or any of the Goods by a more expeditious method of transportation and (unless the failure is due to Force Majeure or SSC's breach of the Contract) the Supplier will bear the costs of such transportation.

7.4 Goods delivered prior to the agreed Delivery Date may, at SSC's option, be returned to the Supplier at the Supplier's expense. SSC may charge the Supplier for any storage and insurance costs incurred by SSC in relation to the Goods delivered prior to the agreed Delivery Date without SSC's written agreement.

8. COMPLIANCE WITH RELEVANT LAWS, CUSTOMER REQUIREMENTS & POLICIES

8.1 The Supplier shall comply and shall ensure that its sub-contractors comply in all respects with all applicable laws, regulations, codes of practice and with the Mandatory Policies. The Supplier acknowledges that the Mandatory Policies form part of the Contract.

8.2 The Supplier shall keep the SSC Materials in a designated and appropriately secure area of the Supplier's Premises, accessible only by the Supplier and its employees, completely secure from and insured against all risks, including but not limited to damage and theft and all environmental risks (including but not limited to UV degradation), and ensure that they are identified as the property of SSC at all times.

8.3 The Supplier shall use all reasonable endeavours to comply with any mandatory terms that SSC is required to flow down to its suppliers from a Customer from time to time, as notified to the Supplier in writing. The Supplier shall notify SSC as soon as reasonably practicable if it considers that it will not be able to comply with such flowed down mandatory terms and the Parties will proceed to discuss how such terms might be implemented. If the Parties determine that the Supplier cannot reasonably comply with the Customer's mandatory terms, SSC may terminate the Contract for convenience in accordance with Condition 32.1.2.

8.4 The Supplier warrants that it shall not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under applicable laws and regulations. The Supplier shall also maintain procedures to prevent the facilitation of tax evasion by another person (including employees) and to ensure compliance with regulatory guidance and this Condition. The Supplier shall promptly report to SSC any request or demand from a third party to facilitate the evasion of tax in connection with the performance of the Contract.

8.5 The Supplier warrants that its directors, employees, agents, representatives, contractors and sub-contractors, and any other person acting on their behalf will not: (i) offer, give or agree to give or receive, request or accept any financial, equivalent thereof 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 this Agreement or the Goods and/or Services; nor (ii) act in any way which would constitute an offence by the Supplier or would cause SSC to commit an offence under any anti-bribery legislation; nor (iii) 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; or (iv) breach applicable anti-slavery legislation or any applicable anti-corruption legislation.

8.6 The Supplier shall not, directly or indirectly, source, purchase, or procure any components, parts, materials or services from any entity, individual, or party that is Sanctioned, prohibited, proscribed,

or otherwise denied by any applicable jurisdiction at the time of the transaction or at any time during the Term of this Agreement. This includes any entity in which a Sanctioned party directly or indirectly owns, controls, or holds a 50% or greater ownership interest, whether through direct or indirect means. The ownership or control shall be determined based on the legal, beneficial, or economic interests.

8.7 The Supplier warrants and represents that, to the best of its knowledge and belief, neither it nor any of its affiliates, subcontractors, or suppliers, directly or indirectly engages in or facilitates activities involving Sanctioned entities, individuals, or jurisdictions as listed by applicable Sanctions authorities. The Supplier shall implement appropriate due diligence measures to verify that its supply chain, including subcontractors and suppliers, is not using or involved with any Sanctioned entities.

8.8 The Supplier shall promptly notify the Company in writing if it becomes aware of any actual or suspected involvement with Sanctioned entities within its supply chain.

8.9 The Supplier shall indemnify and hold SSC harmless from any losses, damages and expenses, including all legal fees, incurred or sustained by SSC which are caused by or arise in connection with a breach of this Condition 8. If the Supplier breaches any of Conditions 8.1 to 8.7, SSC shall be entitled to terminate the Contract by written notice with immediate effect. Any termination under this Condition 8.9 shall be without prejudice to SSC's accrued rights.

8.10 The Supplier shall, on request, provide reasonable evidence of compliance with this Condition 8, including policies, procedures, training records and certifications, and shall permit SSC to carry out audits to verify such compliance.

8.11 This Condition 8 shall survive termination or expiry of the Contract.

9. EXPORT, IMPORT & REGULATORY COMPLIANCE; CERTIFICATIONS & APPROVALS

9.1 The Supplier shall in good time, during the Term of the Contract obtain and maintain, at its own expense, all necessary licences, permissions, accreditations, authorisations, consents and permits required in connection with the Supplier's obligations under the Contract, including but not limited to all export authorisations and/or licences required for the Delivery of the Goods, Services, Software and/or information to SSC, and shall not do or permit anything to be done which might cause or otherwise result in a breach by SSC of any of the same.

9.2 The Parties will support each other fully by providing promptly when requested, any documentation or other written assurances, such as completing End User Undertakings, to allow for the application of necessary import and export authorisations, permits and licences. The Supplier and SSC will share copies of all licences, permits, or other relevant authorisations when requested by the other Party.

9.3 The Supplier and SSC each agree to comply with all applicable governmental regulations as they relate to the import, export, transfer and re-export of information, software, goods and/or SSC's or Supplier's property. Without limiting the foregoing, neither SSC nor the Supplier shall disclose or deliver any information, Software or Goods and/or property provided hereunder in any manner contrary to any applicable export or import laws and regulations. The Parties acknowledge that these laws and regulations impose restrictions on import, export, transfer and re-export to third countries of certain categories of information, services, software and goods, and that authorisations/licences from the applicable regulatory agency may be required before such information, services, software and goods and/or 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, services, software, goods and/or property.

9.4 In relation to both domestic and international transactions, the Supplier shall provide SSC with export classification information for all Goods, Services, Supplier property, software and information delivered to SSC. Export classification information includes the applicable export

control classification number (**ECCN**), and the Harmonised Tariff Code. SSC will supply the Supplier with similar export classification information for SSC relevant property and/or information for which SSC has design authority. The Parties will promptly notify each other, in writing, upon a change in classification information.

9.5 The Supplier shall promptly inform SSC in writing if it becomes aware of any actual or suspected violation of applicable laws or regulations. This notification must include comprehensive details on the nature and extent of the actual or suspected violation. In the event of an investigation performed by SSC or by government authorities concerning export compliance, the Supplier agrees to fully cooperate and support SSC in all investigative activities, including but not limited to sharing relevant information and documentation as may be required by SSC or respective governmental agencies to support in demonstrating compliance. The Supplier shall cooperate fully with implementing any necessary remediation actions required due to any actual or suspected violation. This may include, but is not limited to, quarantining or returning Goods to SSC or another third-party, ceasing further shipments, or deleting any associated information or data. If the Supplier is based in the United States and will manufacture or export defence Goods or Services for SSC, the Supplier will first register pursuant to Section 122.1(a) of the International Traffic in Arms Regulations (**ITAR**) with the Directorate of Defence Trade Controls at the US Department of State. Proof of this registration must be provided by the Supplier upon request by SSC. All costs associated with investigation, remediation, delays, rework or corrective actions arising from any breach of this Condition 9 shall be borne by the Supplier.

9.6 The Supplier acknowledges that the Contract may be subject to the provisions of the US Federal Acquisition Regulation (**FAR**, Title 48 CFR) and the Defense Federal Acquisition Regulation Supplement (DFARS, Title 48 CFR Part 252). SSC reserves the right at any point throughout the duration of the Contract to inform the Supplier in writing of the applicability of any of the FAR or DFARS to the Contract. The Supplier shall comply with all applicable FAR and DFARS Conditions, regulations and requirements when notified of their applicability to the Contract. The Supplier shall, upon request, provide evidence of compliance with any applicable FAR or DFARS provisions, including but not limited to certifications or reports. In the event of any conflict between the Contract and the applicable FAR or DFARS Conditions, the FAR or DFARS provisions shall prevail.

9.7 The Supplier shall indemnify and hold SSC harmless in respect of any loss, damage or expense, excluding lost profits, arising out of any failure by the Supplier to comply with such laws and regulations and/or the foregoing provisions of this Condition 9.

9.8 This Condition 9 shall survive termination or expiry of the Contract.

10. SAFETY & ENVIRONMENTAL REGULATION

10.1 The Supplier shall comply in all respects with all applicable environmental and health and safety laws and regulations including but not limited to the Health and Safety at Work Act 1974 and any relevant regulations. The Supplier shall indemnify and hold SSC harmless from and against all damages, costs, losses, charges, expenses or liabilities whatsoever caused by or arising out of any breach by the Supplier of such laws and regulations.

10.2 The Supplier shall maintain a written Health and Safety Policy and provide a copy to SSC on request.

10.3 The Supplier shall ensure that all personnel working on SSC's premises comply with SSC's site rules and attend any mandatory induction prior to commencing work.

10.4 The Supplier shall ensure that all personnel engaged in connection with the Contract are adequately trained, competent, and hold any required certifications for the tasks they perform.

10.5 The Supplier shall provide and enforce the use of appropriate PPE for all personnel engaged in connection with the Contract and ensure that all equipment used meets legal safety standards and is properly maintained.

10.6 The Supplier shall prepare and where requested submit to SSC risk assessments and method statements for approval prior to commencing any work in connection with the Contract involving significant hazards, including but not limited to working at height, hot works or confined spaces.

10.7 The Supplier shall immediately report any accidents, near misses or dangerous occurrences in connection with the Contract to SSC and cooperate fully in any investigation.

10.8 The Supplier shall promptly notify SSC of any health and safety hazards associated with its work or equipment in connection with the Contract.

10.9 The Supplier shall comply with SSC's zero-tolerance policy on drugs and alcohol.

10.10 The Supplier shall ensure that any subcontractors engaged by it in connection with the Contract comply fully with the requirements set out in this Condition 10.

10.11 SSC reserves the right to instruct the Supplier to suspend or terminate work in connection with the Contract immediately if health and safety standards are breached, without liability for nay resulting delay or cost and without prejudice to any other rights or remedies of SSC.

10.12 SSC shall have the right, on reasonable notice, to audit and inspect the Supplier's health, safety and environmental compliance in connection with the Contract and to request reasonable remedial action to be promptly taken by the Supplier.

11. CONFLICT MINERALS DISCLOSURE

11.1 The Supplier shall support SSC's 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. The Supplier shall have due diligence processes in place consistent with applicable law and recognised industry standards to make reasonable enquiries, including with the Supplier's supply chain, into the country of origin of Conflict Minerals included in the Goods sold to SSC.

11.2 The Supplier shall disclose to SSC in writing those Goods containing Conflict Minerals prior to acceptance of the Purchase Order. The Supplier shall report such data as may reasonably be required by SSC to fulfil its obligations to Customers on sourcing of Conflict Minerals.

11.3 Any failure to disclose Conflict Minerals in accordance with this Condition 11 shall be deemed a material breach of the Contract.

12. HAZARDOUS MATERIALS

12.1 The Supplier must advise SSC upon receipt of the Purchase Order if the Goods to be supplied contain any hazardous or harmful materials requiring special handling or treatment.

12.2 The Supplier shall comply with all applicable requirements contained in laws, regulations and directives relating to the supply of goods and hazardous materials including national, UK, EU, United States, federal/state/provincial and local environmental and health and safety laws, regulations and directives. In particular:

12.2.1 all Goods and their component parts, substances and materials shall comply with the requirements set forth in the Montreal Protocol on ozone depleting substances;

12.2.2 prior to delivery of Goods to SSC, the Supplier shall notify SSC in writing of all Substances of Very High Concern detailed within Regulation EC1907/2006 on the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH);

12.2.3 unless the Supplier notifies SSC in writing and obtains SSC's prior written consent, no Goods shall contain any of the restricted substances referred to in Directive 2011/65/EU on the restriction of the use of certain hazardous substances in electrical and electronic equipment;

12.2.4 the Supplier shall be responsible for all costs and liabilities relating to the recycling of Goods pursuant to Directive 2012/19/EU on waste electrical and electronic equipment;

12.2.5 all Goods and hazardous materials supplied to SSC shall comply with all applicable requirements under the Toxic Substance Control Act, 15 U.S.C. 2601 et seq; and

12.2.6 the Supplier shall comply with all local or national legislation or regulations implementing the requirements set out in Conditions 12.2.1 to 12.2.5 above and/or any equivalent legislation or regulations in each country to which the Goods are supplied to SSC.

12.3 Any Goods supplied in breach of this Condition 12 may be rejected by SSC and returned at the Supplier's cost and risk.

12.4 The Supplier warrants that compliance with this Condition 12 shall be maintained throughout the Term of the Contract.

13. COUNTERFEIT GOODS

13.1 All Goods provided by the Supplier to SSC, including any that are provided by the Supplier's sub-contractors, must be original and genuine, and in full compliance with the terms of the Contract, the Specifications and relevant certifications. The Supplier shall use all reasonable endeavours to obtain from all its sub-contractors and suppliers all data necessary to comply with this obligation and to validate all such data. The Supplier will use best endeavours to ensure that none of the Goods are counterfeit, inaccurately marked, or in any manner misrepresented.

13.2 The Supplier shall operate a counterfeit control process for all Goods regardless of industry sector consistent with these provisions and reasonable commercial terms for applicable industry sectors. SSC shall have the right on reasonable written notice to audit, inspect and/or approve the process at any time before or after Delivery of the Goods.

13.3 If any of the Goods Delivered or to be Delivered under the Contract are discovered to be a counterfeit item or suspected to be a counterfeit item, then SSC shall have the right to impound the item for further investigation of its authenticity. SSC's investigation may include the participation of third parties or governmental investigative agencies as required by law or regulations or by SSC or by the Customer, in its sole discretion. The Supplier shall cooperate in good faith with any investigation conducted by SSC, including, but not limited to, cooperation by the Supplier with respect to the disclosure of all design, development, manufacturing and traceability records in respect of the item. Upon the SSC's request, the Supplier shall provide to SSC certificates of conformance with respect to the item under investigation. SSC shall not be required to return the item to the Supplier during the investigation process or thereafter. SSC shall not be liable for payment to the Supplier of the price of any suspected counterfeit item under investigation. All costs associated with investigation, testing, impoundment, storage, replacement and any related delays shall be borne by the Supplier.

13.4 The Supplier shall, at its own cost and without delay, replace any counterfeit or suspected counterfeit Goods with conforming Goods acceptable to SSC.

13.5 The Supplier shall notify all relevant authorities and affected parties where required by law and shall provide SSC with copies of any such notifications.

14. INDUSTRIAL BENEFITS & OFFSET

14.1 SSC may use all or any part of the value of the Contract for satisfying SSC's international offset obligations, and/or the offset obligations of SSC's Affiliates and/or any entity to which SSC transfers such value. The Supplier may use the offset credit generated by the Contract only with SSC's prior written consent.

14.2 SSC and its assignees shall be entitled to all industrial benefits and/or offset credits that might result from the Contract. The Supplier shall provide all information and assistance to SSC that it may reasonably request in support of SSC's efforts to secure industrial benefits and offset credits related to the Goods.

15. SECURITY

15.1 The Supplier warrants and covenants that, in performance of the Contract, it, its agents, sub-contractors, suppliers, officers, distributors, resellers and employees will comply fully with all security procedures of SSC including but not limited to personnel, facility, information and cyber security rules, procedures and protocols. The Supplier will provide to SSC on request evidence of its security team and awareness levels together with the procedures in place to permit the Supplier to audit its supply chain to ensure compliance with this Condition 15.1.

15.2 The Supplier, for itself and any of its employees and agents who may be given access by the Supplier to technical information of SSC, or who may be provided access to SSC's premises in furtherance of the Contract, acknowledges its obligations to control access to such technical information and to ensure that such access does not result in a violation of export control laws and regulations.

15.3 The Supplier shall hold and maintain, throughout the term of the Contract, cybersecurity accreditation at a level satisfactory to SSC and the Customer, and shall, on reasonable request, provide evidence of such accreditation.

15.4 The Supplier shall notify SSC without undue delay, and in any event within 48 hours, of any actual or suspected cybersecurity incident affecting the Goods or Customer data.

15.5 Breach of this Condition 15 shall give SSC the right to terminate the Contract with immediate effect.

16. USE OF AI

16.1 The Supplier shall not use any AI System in connection with the Contract without SSC's prior written approval.

16.2 The Supplier shall ensure that SSC data (including personal data) is not entered into any AI System that aggregates data with other customer information, discloses SSC data to any third party or uses such data to train, fine-tune or improve any AI System.

16.3 AI Systems may only be used by the Supplier where appropriate technical and organisational measures are in place to safeguard the confidentiality, integrity, and availability of SSC data, and any use shall cease upon termination or expiry of the Contract.

17. PRICE & PAYMENT

17.1 The price of the Goods and Services shall be the price set out in the Purchase Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date, unless otherwise agreed by the Parties in writing (**Price**).

17.2 Amounts due under the Contract shall only become payable when the appropriate invoice has been received by SSC. The Supplier shall only issue an invoice once the relevant Goods or Services have been Delivered or performed (as the case may be) in accordance with the relevant Purchase Order and the Contract.

17.3 The Price:

17.3.1 is net of any value added tax or other sales tax which shall be added (if applicable) at the applicable rate; and

17.3.2 with the exception of the taxes referred to in Condition 17.3.1, is fully inclusive of all ancillary costs and charges, including in relation to packaging, transport, import duties and taxes and goods in transit insurance.

17.4 SSC shall pay undisputed invoiced amounts within 30 days of the date of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier. The invoice in duplicate must be forwarded to SSC's Financial Accounts Department at the postal address on the Purchase Order, unless otherwise stated. SSC shall not be obliged to pay any proportion of any invoice which is genuinely disputed by SSC pending resolution of such dispute in accordance with the Contract.

17.5 The Supplier may charge interest at 2% per annum above the base rate of the Bank of England at the time on all amounts unpaid (other than where unpaid due to a genuine dispute) from the time they fall due in accordance with Condition 17.4 until they are paid in full.

17.6 Subject to Condition 17.3.1, the Supplier shall be solely responsible for all taxes, national insurance or other withholdings or contributions which may be payable out of, or as a result of the receipt of, any monies paid or payable by SSC hereunder.

18. OBSOLESCENCE

18.1 The Supplier warrants that the Goods (and all materials, assemblies and components used in the Goods) are not obsolete or due to become obsolete within twenty-four (24) months of Delivery of each shipment, unless otherwise agreed in writing by SSC.

18.2 As soon as reasonably practicable after the Supplier becomes aware of any actual or suspected obsolescence issue with any of the Goods (or any materials, assembles or components used in the Goods) and in any event not less than twenty-four (24) months before any of the same become obsolete, the Supplier shall provide notification in writing to SSC (the **Obsolescence Notification**) and provide an obsolescence management plan (the **Obsolescence Management Plan**).

18.3 The Obsolescence Notification must include, as a minimum: the number and description of the obsolete Goods or materials, assembles or components used in the Goods and sources involved; the anticipated production end date; and the last time to buy date.

18.4 Following submission of an Obsolescence Notification, the Supplier shall use all reasonable endeavours to reach a solution in respect of replacement Goods or materials, assemblies or components used in the Goods satisfactory to SSC and the Supplier warrants that it shall not do anything which would prejudice any potential solution.

18.5 The Obsolescence Management Plan shall include without limitation:

18.5.1 a plan for managing the loss, or impending loss, of manufacturers or suppliers of the Goods, or assemblies, materials or components used in the Goods; and

18.5.2 a solution for the supply of replacement Goods or materials, assemblies or components

used in the Goods which are of the same form, type and function as the obsolete items and conform to:

(a) the technical terms and specification which the obsolete items conformed to;

(b) any applicable later version of or replacement for that specification; or

(c) if 18.5.2(a) or (b) is impossible, a specification which is no worse than the specification to which the obsolete items conformed; and have no material adverse impact on price and delivery date, or if it is not possible to find replacement items which do not have a material adverse impact on price and/or delivery date, have the minimum adverse impact achievable.

18.6 Upon receipt of the Obsolescence Notification from the Supplier, SSC may in its sole discretion submit a single Purchase Order (the **Last Time Buy Order**) for Goods listed in or containing items listed in the Obsolescence Notification, which Purchase Order may be for up to one (1) year's worth of stock based on SSC's purchasing volume of the obsolete Goods during one (1) calendar year immediately preceding the Last Time Buy Order. The option to submit a Last Time Buy Order constitutes a standing and valid offer on the part of the Supplier, and SSC's Last Time Buy Order shall constitute a binding acceptance of this offer. The Supplier must prioritise fulfilment of any Last Time Buy Order(s) submitted by SSC before any order placed by the Supplier's other customer(s). The Supplier shall use all reasonable endeavours to supply the quantities of the Goods specified in the Last Time Buy Order, failing which it shall supply the Goods in quantities as close as possible to the quantities specified in the Last Time Buy Order. Any shortfall in quantities shall be notified promptly together with proposed mitigation measures.

18.7 The Prices for the Last Time Buy Order Goods shall be in accordance with the Price specified in the original Purchase Order placed by SSC for the Goods.

18.8 Last Time Buy Order(s) submitted by SSC must be scheduled for delivery within or no earlier than the time-period or date specified in the Last Time Buy Order.

18.9 Notwithstanding Condition 18.5.2(c), the Supplier shall be responsible for all costs associated with locating replacement Goods, vendor interface and engineering efforts.

18.10 If the Supplier is unable to provide a satisfactory solution to obsolescence in accordance with this Condition 18, SSC may terminate this Agreement in whole or in part without liability. This Condition 18 shall survive termination or expiry of the Contract.

Life Limited items

18.11 Where the Goods include any components subject to a defined service life, usage limit or expiry (**Life Limited Items**), the Supplier shall identify such items in writing prior to Delivery, including applicable life limits and handling requirements.

18.12 The Supplier warrants that all Life Limited Items are new (unless otherwise agreed in writing by SSC).

18.13 The Supplier shall provide, on Delivery to SSC, documentation evidencing life status and traceability, including manufacturing or batch details and life consumed and remaining.

18.14 The Supplier shall ensure full traceability of all Life Limited Items and retain related records for a minimum of ten (10) years (or as otherwise stipulated by SSC in writing).

18.15 Any non-compliant Life Limited Item shall be deemed non-conforming, and SSC may reject the item, require replacement at the Supplier's cost and recover any resulting losses.

18.16 The Supplier shall promptly notify SSC of any defects or changes affecting the life, performance or safety of any Life Limited Items.

18.17 The Supplier shall not substitute or modify any Life Limited Items without the SSC's prior written approval.

18.18 These obligations in respect of Life Limited Items shall survive Delivery, acceptance of Goods and termination or expiry of the Contract.

GENERAL PROVISIONS

19. SOFTWARE

19.1 If the Goods and/or Deliverables include Software, the Supplier acknowledges that SSC may be selling or otherwise supplying the same to Customers and warrants and represents that it has full right and authority to license and sublicense the Software to SSC and its Customers on the terms set out in the Contract.

19.2 The Supplier grants to SSC a fully paid-up, worldwide, non-exclusive, royalty-free, sub-licensable, perpetual and irrevocable licence (subject to the terms and conditions of the Contract and solely for the purpose of exercising SSC's rights and performing its obligations under the Contract) to make, use, configure, reproduce, copy and distribute such copies of the Software and the documentation supplied by the Supplier in connection with the Software (whether in electronic, hard copy or otherwise) as may reasonably be required for the normal or intended purposes of the Goods and/or Deliverables including for the purposes of demonstrating, marketing, reselling or supplying the Goods and/or Deliverables to Customers as part of or ancillary to SSC's products, for training Customers in connection with the use of the same, for carrying out support and maintenance services for SSC's products and to allow SSC to enjoy the full benefit of any modifications or customisations of the Goods, Software and/or Deliverables created for SSC in accordance with Condition 20.5.

19.3 The Supplier shall ensure that any end user licence terms applicable to the use of the Software by end users are notified to SSC and are included in or provided with the Goods and/or Deliverables in an easily accessible and permanent medium.

19.4 The Supplier warrants and represents that:

19.4.1 there has not been included or used any software licensed from time to time under the General Public Licence or any similar licence containing a "copyleft" requirement (**Restrictive Open Source Code**) in, or in the development of, the Software nor does any Software operate in such a way that it is compiled with or linked to any Restrictive Open Source Code. Without prejudice to the foregoing, no Open-Source Software has been included or used in, or in the development of, any element of the Software in contravention of its applicable licence terms; and

19.4.2 the Software does not include any Viruses or Known Vulnerabilities.

19.5 SSC shall be entitled to make such reasonable copies of the Software and associated documentation for archival and back up purposes as may be reasonably required by SSC from time to time.

19.6 The Supplier shall provide SSC, at no additional cost, with all updates, upgrades, patches, bug fixes and new releases of the Software made generally available during the Term of the Contract, and to allow it to provide a copy of them to those of its Customers who hold an original copy version.

19.7 The Supplier shall provide SSC with such technical advice, assistance, data, and documentation, including source code where necessary, to enable support and maintenance of the Software where the Supplier is itself unable or unwilling to provide such support and maintenance.

19.8 The rights granted under this Condition 19 shall survive the termination or expiry of the Contract.

20. INTELLECTUAL PROPERTY RIGHTS

THE FOLLOWING CONDITIONS APPLY WHERE COTS ITEMS ARE BEING SUPPLIED TO SSC:

20.1 Unless otherwise agreed between the Parties and subject to Conditions 20.5 and 20.6, all Intellectual Property Rights in and to the Goods, Deliverables and Software belong, and shall belong, to the Supplier and/or its licensors.

20.2 The Supplier grants to SSC a fully paid-up, worldwide, non-exclusive, royalty-free, sub-licensable perpetual and irrevocable licence to use and modify the Goods for their normal or intended purposes including (without limitation) the development, manufacture, use, sale, offer for sale, importation, ownership or other exploitation of SSC's products from time to time.

20.3 The Supplier grants to SSC a fully paid-up, worldwide, non-exclusive, royalty-free, sub-licensable perpetual and irrevocable licence to use, copy, reproduce, distribute and modify the Deliverables (other than Software which is subject to Condition 19) for the purpose of receiving and using the Goods and/or Services.

20.4 The Supplier grants to SSC a fully paid-up, worldwide, non-exclusive, royalty-free, sub-licensable perpetual licence to use any of the Supplier's trade marks or logos in relation to the Goods and/or Deliverables for the purpose of the promotion, advertisement, sale or supply of SSC's products.

20.5 If the Supplier has agreed to modify or customise the Goods, Software or Deliverables specifically for SSC in accordance with the SSC Specification, any and all SSC Materials provided by SSC to the Supplier in order for the Supplier to undertake such modification or customisation (and the Intellectual Property Rights in such SSC Materials) shall remain vested in SSC or its licensors. SSC grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use and copy such of SSC's Intellectual Property Rights and SSC Materials as are provided by SSC to the Supplier solely for the Term of this Contract and solely to the extent required by the Supplier to provide the Goods, Software and/or Deliverables to SSC with the agreed modifications or customisations. The Supplier shall not use SSC's Intellectual Property Rights or SSC Materials for any purpose other than the performance of the Contract, nor incorporate them into any materials, products or services provided to a third party.

20.6 All Intellectual Property Rights in any materials or works created by the Supplier while undertaking such agreed modification or customisation for SSC shall vest in and be owned by SSC upon creation. To the extent that any such Intellectual Property Rights do not vest automatically, the Supplier hereby assigns to SSC absolutely and with full title guarantee all of its right, title and interest in and to such rights. This assignment includes (without limitation) the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of such rights whether occurring before, on, or after the date of the Contract. The Supplier irrevocably waives, and shall procure the waiver of, any moral rights in such rights to the extent permitted by law. SSC grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use and copy such Intellectual Property Rights solely for the Term of the Contract and solely to the extent required by the Supplier to provide the Goods and/or Deliverables to SSC with the agreed modifications or customisations.

THE FOLLOWING CONDITIONS APPLY WHERE NON-COTS ITEMS ARE BEING SUPPLIED TO SSC:

20.7 SSC shall retain all right, title and interest in and to SSC's Background IP and SSC Materials, other than as expressly provided for pursuant to Condition 20.8.

20.8 SSC grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use and copy such of SSC's Background IP and SSC Materials as are provided by SSC to the Supplier solely for the Term of the Contract and solely to the extent required by the Supplier to provide the Goods and/or Services to SSC. The Supplier shall not use SSC's Background IP or the SSC Materials for any purpose other than the performance of the Contract, nor incorporate them into any materials, products or services provided to a third party.

20.9 The Supplier shall retain all right, title and interest in and to the Supplier's Background IP, other than as expressly provided for pursuant to Condition 20.10.

20.10 The Supplier grants to SSC a fully paid-up, worldwide, sub-licensable, non-exclusive, royalty-free, perpetual and irrevocable licence to use the Supplier's Background IP to the extent required for SSC (or its sub-licensees) to use, operate, maintain, support, market, sell, offer for sale, import, own or otherwise exploit the Goods and/or Services and the Foreground IP. This license shall include without limitation, the right to reproduce, adapt, modify and incorporate the Supplier's Background IP into manuals, instructions, technical documentation, specifications, training materials and other materials relating to the Goods or Services or SSCs's products, and to distribute such materials to Customers, end users and other authorised third parties in connection with SSC's and its Affiliates' business. For the avoidance of doubt, this licence shall apply to any Supplier Background IP that is embedded in, combined with or necessary for the use of the Goods, Services or Foreground IP, and shall survive expiry or termination of the Contract.

20.11 The Foreground IP shall vest in and be owned by SSC upon creation. To the extent that any Foreground IP does not vest automatically, the Supplier hereby assigns to SSC absolutely and with full title guarantee all of its right, title and interest in and to the Foreground IP. This assignment includes (without limitation) the right to bring, make, oppose, defend or appeal proceedings, claims or actions and obtain relief (and to retain any damages recovered) in respect of any infringement, or any other cause of action arising from ownership, of any of the Foreground IP whether occurring before, on, or after the date of the Contract. The Supplier irrevocably waives, and shall procure the waiver of, any moral rights in the Foreground IP to the extent permitted by law.

20.12 Without prejudice to Condition 20.13, the Supplier shall ensure that any third party owned or licensed Intellectual Property Rights incorporated into the Foreground IP are licensable to SSC and its Customers on the same basis as set out in this Contract. If the Supplier is not able to grant such rights to SSC and its Customers, it shall notify SSC in writing of the issue and shall not include any such third-party Intellectual Property Rights in the Foreground IP without the written approval of SSC to the terms on which such third-party Intellectual Property Rights shall be licensed to SSC.

20.13 The Supplier shall ensure that its subcontractors shall assign to SSC all Foreground IP vested in the Supplier's subcontractors from time to time.

THE FOLLOWING CONDITIONS APPLY TO ALL ITEMS BEING SUPPLIED TO SSC:

20.14 The Supplier warrants and represents that it owns all Intellectual Property rights in the Goods, Deliverables and Software or has all necessary licences, permissions and consents in place to licence or assign such rights to SSC in accordance with the terms of the Contract.

20.15 The Supplier shall execute and sign all such instruments, applications and documents, and do all such acts and things as may reasonably be required by SSC in connection with the rights granted to it by this Condition 20.

20.16 The Supplier warrants that the possession and use of the Goods, Deliverables and/or the Services by SSC in accordance with this Contract will not infringe the Intellectual Property Rights of any third party.

21. RIGHTS OF THIRD PARTIES: INDEMNIFICATION

21.1 The Supplier shall indemnify SSC on demand against any and all claims, actions, liabilities, losses, damages, costs and expenses (including legal costs and expenses) incurred by SSC or its Affiliates or Customers as a result or in connection with any allegation by a third party that any of the Goods, Deliverables or Software or the use of them by SSC, its Affiliates or Customers infringe any Intellectual Property Rights or other rights of any third party, except to the extent that the claim, action, liability, loss, damage, cost or expense arises from use of the same by SSC, its Affiliates or its Customers otherwise than in accordance with the rights granted to them under the Contract.

21.2 If any third party makes a claim, or notifies an intention to make a claim, against SSC which may reasonably be considered likely to give rise to a liability under this indemnity (a **Claim**), SSC shall:

21.2.1 as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;

21.2.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);

21.2.3 SSC shall give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of SSC, so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim; and

21.2.4 subject to the Supplier providing security to SSC to SSC's reasonable satisfaction against any claim, liability, costs, expenses, damages or losses which may be incurred, SSC shall take such action as the Supplier may reasonably request to avoid, dispute, compromise or defend the Claim.

21.3 If use of the Goods, Deliverables or Software becomes or, in the opinion of qualified legal counsel, is likely to become, the subject of any Claim, the Supplier may:

21.3.1 replace all or part of the Goods, Deliverables or Software with functionally equivalent goods, materials, software, tools or documentation without any charge to SSC;

21.3.2 modify the Goods, Deliverables or Software as necessary to avoid such claim, provided that the same (as amended) functions in substantially the same way as it did before modification; or

21.3.3 procure for SSC a licence from the relevant claimant to continue using the Goods, Deliverables or Software as originally intended under the Contract,

and in the case of Conditions 21.3.1 or 21.3.2 only, the Supplier shall reimburse SSC and/or its Affiliates or Customers all reasonable additional costs and expenses that they are required to incur in order to obtain software and hardware required to interact with such modified or replaced goods, materials, software, tools or documentation, and additional services from third parties, all of which would not have been incurred if the Supplier goods, materials, software, tools or documentation had been non-infringing.

22. PUBLICITY AND TRADE MARKS

22.1 Except where the Supplier has obtained SSC's prior written consent (such consent to be granted at SSC's sole discretion), the Supplier will not, and will procure that no person that supplies the Supplier will, in any way whatsoever advertise or publish the fact that it supplies Goods or Services to SSC.

22.2 The Supplier shall not place on the Goods or Deliverables any name or logo belonging to SSC or a Customer without SSC's prior written consent.

23. CO-OPERATION

23.1 The Supplier shall appoint a Supplier's Contract Manager to work with SSC to establish and develop the optimum working relationship between the Parties.

23.2 The Parties shall provide to each other, on a timely basis and in an appropriate format, such information (including Confidential Information) as is reasonably necessary to enable the other to carry out its obligations under the Contract.

23.3 Each Party agrees to give to the other reasonable transparency in respect of the performance of its contractual obligations and, in particular in respect of the Supplier, reasonable transparency in respect of financial issues.

23.4 The Parties agree that they will perform their responsibilities and provide each other with reasonable co-operation and assistance in order that the other can comply with their respective obligations under the Contract.

23.5 To the extent permissible under applicable law, the Supplier shall promptly notify SSC if it has provided any information to or notified any regulatory authority anywhere in the world (whether voluntarily or otherwise) in connection with its obligations under the Contract and/or the Goods and/or Services. At SSC's request, the Supplier will provide SSC with access to copies of any data, materials, information or notification provided to such regulatory authority.

24. GENERAL WARRANTIES AND UNDERTAKINGS

24.1 The Supplier warrants that it has full power and authority to enter into and perform the Contract and that its entry into and performance under the terms of the Contract will not infringe the rights of any third party or cause it to be in breach of any obligations to a third party. The Supplier warrants that it is, and shall be entitled to, supply the Goods and Services to SSC without recourse to any third party and undertakes that it shall not, during the Term, enter into any contract or accept any obligation inconsistent or incompatible with its obligations under the Contract.

24.2 The Supplier shall perform its obligations under the Contract in accordance with the highest level of care, skill and diligence exercised by a skilled and competent person experienced and skilled in the development, manufacture and supply of goods of a similar nature to the Goods and in a good workmanlike manner using best quality materials, techniques, procedures and practices (including manufacturing practices).

24.3 The Supplier shall not make any statement, orally or in writing, publicly or privately, or do any act or otherwise conduct itself in such a manner as will or may, in the reasonable opinion of SSC, disparage SSC, its Affiliates, its and their Customers, business, products or services.

25. LIMITATION OF LIABILITY

25.1 Subject to Conditions 25.2 and 25.3, the Supplier's total liability arising under or in connection with the Contract, whether in contract, tort (including negligence), equity (including restitution), breach of statutory duty, or otherwise, shall, save for any liability that is, or should be, insured under the Contract, in no circumstances exceed GBP one (1) million for any one event or series of connected events.

25.2 Neither Party shall have any liability for:

25.2.1 loss of profits (including loss of anticipated savings);

25.2.2 loss of sales or business;

25.2.3 loss of agreements or contracts;

25.2.4 loss of or damage to goodwill; or

25.2.5 indirect or consequential loss.

25.3 Nothing in the Contract shall exclude or in any way limit the liability of

25.3.1 either Party for:

(a) deliberate or wilful default;

(b) fraud;

(c) death or personal injury caused by its own or its contractors', agents' or employees' negligence;

(d) breach of terms regarding title implied by s.12 Sale of Goods Act 1979 and/or s.2 Supply of Goods and Services Act 1982; or

(e) any liability to the extent the same may not be excluded or limited as a matter of law; or

25.3.2 the Supplier for the indemnities given by it under the Contract.

26. INSURANCE

26.1 Without prejudice to the Supplier's liability to SSC under the Contract, the Supplier shall maintain the following insurance policies with an insurer of good repute and with a reasonable excess amount (which the Supplier has the funds available to cover in the event of an insurance claim):

26.1.1 product liability insurance;

26.1.2 public liability insurance; and

26.1.3 employers' liability insurance.

Each of the insurances referred to in Conditions 26.1.1 to 26.1.3 (inclusive) shall have a limit of at least GPB 5 (five) million each and every claim for each year of cover.

26.2 As and when it is required to do so by SSC, the Supplier shall produce to SSC copies of its certificates of insurance required by Condition 26.1 and documentary evidence that the premiums payable thereunder have been paid when due and that such policies are still force. The Supplier’s production of policies of insurance under this Condition 26.2 shall not release the Supplier from its liabilities, indemnities or obligations under the Contract.

27. NOT USED

28. FORCE MAJEURE

In case of Force Majeure affecting the fulfilment of any provision of the Contract, the Party so affected, upon giving prompt notice to the other Party, shall be temporarily excused from the performance of its affected obligations to the extent that, and for so long as, non-performance results from the event of Force Majeure. The affected Party shall not be committed to the payment of any compensation but shall use its best efforts to minimise the consequences, to remove the cause of non-performance, to

co-operate with the other Party in finding alternative ways and means of fulfilling its obligations and shall provide full performance under the Contract without delay whenever such causes are removed. The Parties shall endeavour to adapt the Contract to the new situation. If the Parties do not agree upon such adaption within a period of three (3) months, all outstanding Purchase Orders may be terminated by SSC by written notice without need for any further legal or judicial action.

29. ASSIGNMENT, SUB-CONTRACTING & CHANGE OF CONTROL

29.1 Save as permitted under applicable law in relation to the assignment of receivables, the Supplier shall not assign, transfer, delegate, sub-contract, license, sub-license or otherwise part with the Contract or any of its rights, duties or obligations hereunder without the prior written consent of SSC. Moreover, any such consent shall not release the Supplier from any of its duties or obligations under the Contract. The Supplier shall remain responsible for the full and complete performance of its duties and obligations under the Contract and shall require any third party to whom it parts with the Contract or any of its rights, duties or obligations hereunder to comply with measures at least as stringent as those set out at Condition 30.

29.2 The Supplier must promptly notify SSC of any change of Control of the Supplier, providing full details of the new Controlling entity.

29.3 SSC may transfer, assign or sub-license the Contract or any of its rights or obligations hereunder without the prior written consent of the Supplier.

30. CONFIDENTIALITY

30.1 Each of the Parties acknowledges that, whether by virtue of, and in the course of, the Contract or otherwise, it shall receive or otherwise become aware of Confidential Information of the other Party.

30.2 Each of the Parties will maintain and procure the maintenance of the confidentiality of Confidential Information of the other Party at all times and to keep, and procure the keeping of, all Confidential Information of the other Party secure and protected against theft, damage, loss or unauthorised access, and not at any time, whether during the Term or at any time thereafter, without the prior written consent of the other Party, directly or indirectly, to use or authorise or permit the use of or disclose, exploit, copy or modify any Confidential Information of the other Party, or authorise or permit any third party to do the same, other than for the sole purpose of the performance of its rights and obligations hereunder including SSC exercising the rights granted to it under Conditions 19 and 20.

30.3 Each of the Parties undertakes to disclose Confidential Information of the other Party only to those of its officers, employees, agents and contractors to whom, and to the extent to which, such disclosure is necessary for the purposes contemplated under the Contract, and to procure that such officers, employees, agents and contractors are made aware of and observe the confidentiality obligations in this Condition 30.

30.4 Upon the earlier of a written request from the disclosing Party, or the termination or expiry of the Contract for any reason, each Party shall return any and all Confidential Information of the other Party then in its possession or control and will not retain any copies of the same.

30.5 Each Party shall immediately upon becoming aware of the same give notice to the other of any unauthorised disclosure, misuse, theft or other loss of Confidential Information of the other Party, whether inadvertent or otherwise.

30.6 The terms of and obligations imposed by this Condition 30 shall survive the termination or expiry of the Contract but shall not apply to any Confidential Information which:

30.6.1 is already known to the receiving Party prior to the receipt of information;

30.6.2 is disclosed to the receiving Party legitimately by third parties on an unrestricted basis;

30.6.3 is already publicly known when the information was received, or is publicly known subsequently, in each case without any violation of the obligations under the Contract; or

30.6.4 is independently developed by the receiving Party.

30.7 Each Party may disclose Confidential Information of the other Party as may be required by law, regulation or order of a competent authority to be disclosed by the receiving Party, or as reasonably required to be disclosed to a professional adviser of the receiving Party, provided that, to the extent practicable in the circumstances, the disclosing Party is in each case given reasonable advance notice of the intended disclosure and a reasonable opportunity to challenge the same and, in the case of disclosure to a professional adviser, provided also that any such professional adviser to whom Confidential Information is disclosed undertakes, in writing, to be bound by obligations of confidentiality of at least as high a standard as the obligations imposed on the receiving Party under this Condition 30. Each Party shall use all reasonable endeavours to procure that any competent authority by whom disclosure is required or to whom disclosure is made undertakes:

30.7.1 to consult with the disclosing Party in connection with any application or request for disclosure made to the competent authority by a third party pursuant to any freedom of information legislation; and

30.7.2 to inform the disclosing Party of the information to be disclosed prior to any such disclosure being made.

30.8 The existence and terms of the Contract are confidential and, save as required by law, regulation or order of a competent authority, may not be disclosed by either Party to any third party without the other Party's prior written consent.

31. DATA PROTECTION

31.1 When either Party collects and processes any personal data belonging to the other Party under or in connection with the Contract, the Party collecting and processing such personal data shall do so as an independent data controller and shall comply with all the requirements of Data Protection Law applicable to data controllers. Where a Party discloses personal data to the other Party under or in connection with the Contract, it warrants that it has a lawful basis for doing so in accordance with Data Protection Law.

31.2 The term personal data shall be interpreted and construed by reference to Data Protection Law.

32. TERMINATION

32.1 Without affecting any other right or remedy available to it, SSC may terminate the Contract:

32.1.1 with immediate effect by giving written notice to the Supplier if:

(a) there is a change of Control of the Supplier; or

(b) the Supplier commits a breach of Conditions 8 or 9; or

32.1.2 for convenience by giving the Supplier 30 days' written notice.

32.2 Without affecting any other right or remedy available to it, either Party may terminate the Contract with immediate effect by giving written notice to the other Party if:

32.2.1 the other Party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

32.2.2 the other Party takes any step or action in connection with its entering into administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up, having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

32.2.3 the other Party suspends, or threatens to suspend, or ceases or threatens to crease to carry on all or a substantial part of its business; or

32.2.4 the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

33. CONSEQUENCES OF TERMINATION

33.1 Upon termination or expiry of the Contract, the Supplier shall deliver to SSC all Goods and Deliverables, whether or not complete, that have been paid for by SSC and any and all materials and property belonging to or relating to SSC and/or its Affiliates.

33.2 The expiry or termination of the Contract for any reason shall not give either Party the right to claim any compensation, indemnity or reimbursement whatsoever from the other by reason of such termination but termination shall be without prejudice to any rights or remedies available to, or any obligations or liabilities accrued to, either Party at the effective date of expiry or termination.

33.3 Provisions of the Contract which are either expressed to survive its expiry or termination or from their nature or context it is contemplated that they are to survive such termination, shall remain in full force and effect notwithstanding such termination.

34. DISPUTE RESOLUTION

34.1 ln the event of a dispute arising out of or in connection with the Contract (a **Dispute**), each Party shall nominate an individual who shall meet and shall attempt, in good faith, to resolve such dispute in the normal course of business.

34.2 lf the individuals nominated pursuant to Condition 34.1 do not resolve the Dispute, either Party may request escalation of the negotiations to a senior executive with authority to settle the Dispute by giving the other Party written notice of the Dispute not resolved (the **Dispute Notice**). The Dispute Notice shall include:

34.2.1 a short statement of that Party's position and a summary of the arguments supporting that position; and

34.2.2 the name and title of the executive(s) who will represent that Party in the negotiations.

34.3 Within five (5) Business Days of delivery of the Dispute Notice, the receiving Party may submit a written response to the Dispute Notice to the disputing Party (the **Response**). The Response shall include:

34.3.1 a short statement of the receiving Party's position and a summary of the arguments supporting that Position; and

34.3.2 the name and title of the executive(s) who will represent that Party in the negotiations.

Within ten (10) Business Days after delivery of the Dispute Notice, and thereafter as often as they reasonably deem necessary, the nominated executives of each of the Parties shall meet to attempt to resolve the Dispute by negotiation. If no Response has been served by the receiving Party following expiry of the time period specified in this Condition 34.3, then each Party agrees to submit to the exclusive jurisdiction of the courts of England under Condition 41.

34.4 If the Dispute has not been resolved by negotiation within twenty-five (25) Business Days of delivery of the Dispute Notice, then each Party agrees to submit to the exclusive jurisdiction of the courts of England under Condition 41.

34.5 Nothing in this Condition 34 shall prevent either Party from having recourse to a court in accordance with Condition 41 for the sole purpose of seeking a preliminary injunction or such other provisional judicial relief as it considers necessary to avoid irreparable damage.

34.6 ln calculating the limitation period for any claim that is ultimately pursued through litigation, the period between the date of service of the Dispute Notice and the date on which the Parties are free to resort to litigation shall be excluded.

35. AGENCY

Nothing in the Contract shall constitute or shall be deemed to constitute any form of partnership or agency between the Parties for any purpose whatsoever. Neither Party is (without the prior written consent of the other) empowered to act for, bind nor otherwise assume any obligation on behalf of the other Party and neither Party shall hold itself out as having authority to do the same.

36. NON-SOLICITATION

Neither of the Parties shall, during the continuance of the Contract or for a period of one (1) year thereafter, procure or induce or attempt to procure or induce (either on its own behalf or on behalf of any other person, firm, company or group) any senior employee, officer or other personnel of the other Party who has been directly involved in the Contract to leave the employment of that Party.

37. NOTICES

37.1 Except as expressly stated herein to the contrary, all notices and other communications required or permitted to be given under the Contract shall be in writing and shall be

37.1.1 delivered by hand, by courier or sent by pre-paid registered mail to the intended recipient's relevant address; or

37.1.2 sent by email to the intended recipient's relevant address where the recipient has notified an email address for service of notices.

37.2 Any notice shall be treated as having been received:

37.2.1 if delivered by hand, on delivery;

37.2.2 if sent by courier, two (2) Business Days after despatch;

37.2.3 if sent by pre-paid registered mail to the relevant address specified in the Commercial Terms Table (or such other address advised by the relevant party in writing), four (4) Business Days after posting; or

37.2.4 if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

37.3 This Condition does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

38. WAIVER

The failure of either Party to enforce, at any time or for any period of time, the terms of the Contract shall not be construed as a waiver of such provision and shall in no way affect that Party's right later to enforce such terms.

39. MISCELLANEOUS PROVISIONS

39.1 The Contract may only be modified by a variation expressed in writing and signed by officers of both Parties duly authorised to bind their respective companies and no other employee, representative or agent of either Party has any authority to amend, modify or vary the Contract or to make any representations concerning the Goods or Services and neither Party shall be bound by any such amendment, modification, variation or representation unless such amendment, modification or variation is specifically confirmed in writing by such duly authorised officer.

39.2 Should any one or several of the provisions of the Contract be or become invalid this shall not affect the validity of the other provisions. The Parties agree to replace the legally invalid provision, if possible, by an effective provision whose economic effect is as similar as possible to the original provision and the Parties agree that this new provision shall be deemed to have been agreed upon from the time when the original provision became invalid.

39.3 The Contract constitutes the entire agreement and understanding between the Parties in respect of its subject matter to the exclusion of all other terms and conditions, including those contained on either Party's website, in any Purchase Order submitted by SSC to the Supplier or in any confirmation of Order or invoice submitted by the supplier to SSC, and supersedes all prior representations, understandings, arrangements and agreements between the Parties relating to such subject matter (whether oral or in writing). No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the Parties prior to this Agreement except as expressly stated in the Contract. Neither Party shall have any remedy in respect of any untrue statement made by the other upon which that Party relied in entering into the Contract (unless such untrue statement was made fraudulently or was as to a fundamental matter including as to a matter fundamental to the other Party's ability to perform its obligations under this Agreement) and that Party's only remedies shall be for breach of contract as provided in the Contract.

39.4 The Contract may be executed by the Parties in any number of counterparts and on separate counterparts, each of which shall constitute an original, but all the counterparts together shall constitute one and the same instrument.

40. THIRD PARTY RIGHTS

40.1 Subject to Condition 40.2, no person (including any third party to whom any or all rights and/or obligations under the Contract are assigned, transferred or novated in accordance with the terms of the Contract or otherwise by written agreement of the Parties) who is not a Party to the Contract shall acquire any rights under it or be entitled to benefit from any of its terms even if that person has relied on any such term or has indicated to any Party to the Contract its assent to any such term.

40.2 Subject to the remaining terms of the Contract, SSC's Affiliates may enforce, and accordingly shall have the benefit of, all of the terms the Contract which confer rights on such Affiliates, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

40.3 The Parties may by agreement in writing terminate, rescind or vary the terms of the Contract (including this Condition 40) at any time and in any way without the prior consent of or notice to SSC's Affiliates.

41. JURISDICTION

41.1 The construction, validity and performance of the Contract and all non-contractual obligations arising from or connected with the Contract shall be governed by and construed in accordance with English

law and the Parties agree that the courts of England shall have exclusive jurisdiction in relation to any claim, dispute or difference concerning the Contract, except that SSC shall have the right, as claimant, to initiate proceedings against the Supplier in any other court of competent jurisdiction.