

Roke Manor Research Limited

Standard Terms and Conditions of Purchase

1. INTERPRETATION AND FORMATION OF CONTRACT

- 1.1 The Buyer means Roke Manor Research Limited (company number 00267550) and the Seller means the person, legal entity or company to whom all orders shall be addressed and includes the Seller's successors, heirs, executors or administrators. The Order means the written instruction placed by the Buyer for the supply of Goods, the Contract means the Order and the Seller's acceptance of the Order and the Goods means any goods or services agreed in the Contract to be bought by the Buyer from the Seller.
- 1.2 Subject to conditions 12 and 23, neither the Buyer nor the Seller shall be bound by any terms expressed or implied whatsoever other than those contained in these conditions except those that are agreed by both parties in writing and signed on their behalf. These conditions shall have precedence over any conditions appearing on any acceptance form, delivery form or other document or letter from the Seller and such conditions shall have no effect whatsoever except in so far as they confirm the terms and conditions of the Order from the Buyer and the Seller waives any right to which it otherwise might have to rely on its own terms and conditions.
- 1.3 All Orders for the supply of Goods must be on the official order form of the Buyer and no Goods will be accepted or paid for unless ordered on the Buyer's official order form and signed by a duly authorized representative of the Buyer.
- 1.4 The official order number must be quoted on all relevant advice and release notes, invoices or other correspondence.

2. ACCEPTANCE OF ORDER

- 2.1 The Order and all its conditions must be accepted in writing by the Seller within seven days showing the price of the Goods, where this has not been previously specified, failing which the Buyer reserves the right to cancel the Order forthwith without any liability whatsoever.
- 2.2 The Buyer also reserves the right to cancel the Order in part or in whole should there be any subsequent variations in the acceptance of the Order regarding date of delivery, quantity or quality or any other material variation in the Goods to be supplied. No addition to, variation of, exclusion or attempted exclusion of the Order shall be binding on the Buyer unless signed by a duly authorised representative of the Buyer.

3. SPECIFICATIONS AND MARKINGS

- 3.1 The Goods ordered must be supplied exactly in accordance with the Order and any specification, drawing, process instruction or procedure defined therein, subject to the Buyer's approval and if rejected shall lie at the Seller's risk and expense. Any Goods rejected shall not be considered as having been delivered under the Contract. No variation from the requirements shall be permitted without the Buyer's approval.
- 3.2 Goods shall be marked in accordance with the Buyer's Order. No unauthorised markings shall appear on any part of the Goods.

4. PRICE AND PAYMENT

- 4.1 Prices chargeable for Goods under the Order shall not exceed prices charged by the Seller for the same or similar goods to any other buyer.
- 4.2 Invoices shall be posted and/or emailed quoting Buyer's Order number, consignment quantity and release note number immediately after despatch of Goods. The Buyer shall pay the invoiced amounts within thirty (30) days of the date of receipt of a correctly rendered invoice but time for payment shall not be of the essence.
- 4.3 The price of the Goods shall be stated in the Order and unless otherwise agreed in writing by the Buyer shall be exclusive of value added tax but inclusive of all other charges i.e. delivery, packaging, packing, shipping, carriage, insurance and other charges and dues.
- 4.4 No variation in the price or extra charges shall be accepted unless agreed in writing by the Buyer.
- 4.5 Without prejudice to any other right or remedy, the Buyer reserves the right to set off any amount owing to it at any time from the Seller against any amount payable by the Buyer to the Seller under the Contract or any other contract between the Buyer to the Seller.
- 4.6 The Seller is not entitled to suspend deliveries of the Goods as a result of any sums being outstanding.

5. PERFORMANCE

- 5.1 Time shall be of the essence of the Contract, except as expressly stated in the Order. The Goods shall be delivered at the time specified in the Order.
- 5.2 Seller shall receive an extension of time for delays in performance due to causes beyond Seller's reasonable control (excluding strikes and other labour disputes) provided that Seller promptly notifies the Buyer of any delay or anticipated delay as soon as it becomes known and resumes performance using its best endeavours to minimise such delay. However, if the delay exceeds twenty-eight days the Buyer shall be entitled to cancel the uncompleted part of the Contract without liability.
- 5.3 With the exception of any extension of time granted in accordance with clause 5.2, if the Goods or any part thereof are not delivered within the time or times specified in the Order or any deferment or extension of such time or times as agreed in writing by the Buyer, Buyer shall be entitled to recover from the Seller as liquidated damages and not by way of penalty at the rate of one (1)% per week of that part of the Contract price which is properly apportionable to the undelivered Goods and to any other Goods already delivered under the Contract but which cannot be used by reason of the non-delivery of the said undelivered Goods for each week during which the Contract remains uncompleted, and if the delivery remains uncompleted from the agreed time, after twenty-eight days the Buyer may terminate the Contract. Nothing under this condition shall exclude the Buyer from pursuing remedies available under law or equity for loss or damage suffered by the Buyer due to late delivery.
- 5.4 Buyer shall be entitled to deduct such damages from any monies otherwise due to be paid to the Seller. The deduction of such damages shall not relieve the Seller from any of its other obligations or liabilities under the Contract and to the Buyer where such special conditions were notified to the Seller at the time of Order placement.

6. DELIVERY

- 6.1 All Goods must be properly packed and clearly labelled in accordance with the Buyer's delivery instructions and be delivered carriage paid unless otherwise agreed, at Seller's risk, to the address shown on the Order. In the absence of any special arrangements as specified in the Order, Goods must be delivered within the normal business hours of the Buyer.
- 6.2 The Buyer reserves the right to deduct from the invoice price the cost of carriage where that cost is included within the Contract price.
- 6.3 Advice notes shall be forwarded by email immediately on despatch of Goods from Seller's works, quoting Order number, quantity and description of packages, gross weights, carrier, route and quantity and description of goods. Advice notes must be supplementary to any delivery or packing notes which may accompany the consignment.
- 6.4 The Buyer accepts no liability for acceptance of and payments for excess deliveries unless specifically agreed by variation of the Order.
- 6.5 The Seller shall offload the Goods at its own risk as directed by the Buyer at the place specified in the Order.
- 6.6 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the date of the Order.
- 6.7 If not otherwise agreed, if the Goods are not delivered on the due date then, without prejudice to any other rights which it may have, the Buyer reserves the right to:
 - 6.7.1 cancel the Contract in whole or in part;
 - 6.7.2 refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
 - 6.7.3 recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining goods similar to the Goods in substitution from another supplier; and
 - 6.7.4 claim damages for any additional costs, loss or expenses incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the Goods on the due date.
- 6.8 Where the Buyer agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment on the agreed date shall entitle the Buyer, at its option, to treat the whole Contract as repudiated.
- 6.9 The Buyer shall not be deemed to have accepted the Goods until it has had seven days to inspect them following delivery. The Buyer shall also have the right to reject the Goods as though they had not been accepted for 30 days after any latent defect in the Goods has become apparent.

7. TITLE AND RISK

- 7.1 Title to and risk of loss of and damage to the Goods shall pass to Buyer when the Goods have been delivered and off-loaded at the destination specified in the Order.
- 7.2 In the event of any Goods being lost or damaged in transit the Seller shall repair or replace such Goods as soon as reasonably practicable, at its own expense and delivery shall not be deemed to have taken place until the repaired or replacement Goods have been delivered.

8. PACKAGING

- 8.1 Unless specified in the Order, Buyer shall not be liable to pay for any packaging or containers in which the Goods are delivered but will return them to Seller, if requested by the Seller at the time of despatch of Goods, at the Seller's risk and expense.
- 8.2 In respect of the packing and marking of the Goods, the Seller will comply with the relevant regulations regarding the carriage and transportation of dangerous goods, where applicable.

9. INSPECTION

- 9.1 Where the Goods are being made to the Buyer's designs, drawings or specifications, or work or tests are being carried out to the Buyer's requirements then, where reasonable notice has been given, any accredited representatives of the Buyer shall be admitted to the Seller's premises to inspect any materials, processes, parts in manufacture, completed items or test procedures. The Seller shall when requested, as soon as practicable, modify any process etc. at the request of the Buyer where they are not fully compliant to the Buyer's requirements.
- 9.2 If the results of such inspection or testing cause the Buyer to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specifications and/or patterns and/or designs supplied or advised by the Buyer to the Seller, the Buyer shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and, in addition, the Buyer shall have the right to require and witness further testing and inspection.
- 9.3 Notwithstanding the results of any inspection carried out at Seller's premises, all goods shall be subject to the full inspection requirements identified in the Order when received by the Buyer at the place specified in the Order. All Goods will be inspected on receipt by the Buyer and only the quantity received and accepted will be paid for.

10. REJECTION

- 10.1 The Buyer may by notice in writing, cancel the Contract or reject the whole or any part of the Contract without liability and return the Goods to the Seller at Seller's risk and expense in the following circumstances:
 - 10.1.1 where the Goods to be supplied are not received by the Buyer by the specified delivery date in the Order,
 - 10.1.2 the Goods supplied do not comply with the description, specification and drawings relating thereto,
 - 10.1.3 the Goods are not of a standard specified in the Order or do not conform to generally accepted standards, or
 - 10.1.4 if the Goods are found after delivery to be damaged.
- 10.2 The Buyer will specify the reasons for the rejection and where Goods are returned after rejection and the Seller shall rectify or replace such Goods within a reasonable time. If this means that the delivery date will be extended beyond the original delivery date required, then the Buyer reserves the right to cancel the Contract or the balance of the Contract without liability, notwithstanding any other remedies available under the Contract.

11. QUALITY AND DESCRIPTION

- 11.1 The Seller warrants to Buyer that Goods supplied under the Contract shall perform without defect for a period of one year from first operational use when used as intended and shall:
 - 11.1.1 conform with the quality, description and other particulars of the Goods stated in the Order;
 - 11.1.2 conform with the specifications, drawings and other descriptions supplied or adopted by the Buyer in the Order;
 - 11.1.3 be free from defects (including latent defects) in design and materials and of good workmanship;
 - 11.1.4 be of new manufacture, genuine, conform to the specifications of the Original Equipment Manufacturer (OEM), and of merchantable quality, fit for the intended purpose.
- 11.2 The Seller shall implement and maintain appropriate measures to prevent Goods supplied under the Contract from being counterfeit or containing any counterfeit material.
- 11.3 If the Seller becomes aware or suspects that it has supplied counterfeit Goods under the Contract, it shall notify the Buyer in writing within seven (7) days of discovery and replace such counterfeit Goods at the Seller's expense with OEM-approved Goods that conform to the requirements of the Order and the Seller shall be liable for all costs relating to the removal and replacement of counterfeit Goods.
- 11.4 The Seller at its expense, including without limitation costs of removal, packing, transportation and re-installation, shall promptly repair or replace any Goods furnished to the Buyer which become defective within the warranty period or which otherwise fail to conform to the requirements of the Contract.
- 11.5 The Seller will at any time be liable for the cost of repairs made by the Buyer to correct any failure to meet this warranty when Seller has been given notice of such failure and thereafter has failed to take prompt and effective action.
- 11.6 The Seller shall be liable for damages resulting from failure of the foregoing warranties. The above warranties are in addition to all other warranties, or remedies express or implied, at law or equity.
- 11.7 The Buyer's rights under these Conditions are in addition to the statutory conditions implied in favour of the Buyer by the Sale of Goods Act 1979 and any other statute.
- 11.8 The provisions of condition 11 shall survive any delivery, inspection, acceptance, payment or performance pursuant to the Contract and shall extend to any replacement, repaired, substitute or remedial Goods provided by the Seller.

12. QUALITY ASSURANCE AND SURVEILLANCE

- 12.1 The Order may be subject to the UK Government Quality Assurance Procedures for purchase contracts and such other related Government conditions or instructions as may be applicable and which may be incorporated from time to time. The Order may be subject to quality assurance activity at the Seller's works by the Buyer or the Buyer's customer, or other Buyer nominated representative.
- 12.2 Purchases of sub-contract materials in performance of the Contract shall be in accordance with the requirements of the Seller's quality system approvals (as applicable). The Seller may not sub-contract the Contract or any part of it without the Buyer's approval in writing.
- 12.3 If appropriate, a certificate of conformance or other equivalent is required with every delivery of the Goods.
- 12.4 Goods to be delivered under the Contract shall be approved under the Seller's own Quality Approval (ISO 9001:2008 or equivalent). In the absence of such validated quality approval, the Seller shall provide and maintain a quality control and inspection system approved by the Buyer's quality department. The Seller must notify the Buyer if the Order requirement is outside the scope of its registration approval prior to acceptance of the Order.
- 12.5 The original signed copy of the release certificate from the Seller, together with any relevant chemical analysis and any applicable mechanical test data, must accompany the Goods and a copy shall be forwarded to the Buyer's Goods Inwards Inspection Department at the time of forwarding the required advice notes to the Buyer in accordance with condition 6.

13. BUYER'S PROPERTY

- 13.1 All Buyer specifications, drawings, equipment, jigs, tools, samples, copyrights, rights in design and any other intellectual property rights in all drawings, specifications and data supplied by the Buyer associated with the Contract shall at all times be and remain the exclusive property of the Buyer and shall be held by the Seller in safe custody at its own risk and kept in good condition by the Seller until returned to the Buyer. Such property must be returned by the Seller in good condition, carriage paid, on completion of the Contract, or earlier if so requested by the Buyer. Whilst in the safekeeping of the Seller, it shall be responsible for the Buyer's property and shall indemnify the Buyer against their loss or damage, other than for fair wear and tear whilst being used for performance of the Contract, and shall not dispose of such property or use it for any other use than the Contract, unless authorized by the Buyer in writing.
- 13.2 Any Buyer supplied material is private and confidential, must be safeguarded whilst at the Seller's premises and used only for the purpose of the Contract. They must not be copied or communicated to any other party without the Buyer's express consent.

13.3 Goods returned for servicing, refurbishment and repair or life extension for re-use by the Buyer shall be expeditiously processed by the Seller. If Goods cannot be processed for re-use within eight weeks from receipt at the Seller's premises, the Seller shall be obliged to provide free-of-charge replacement Goods until such time as the non-returned Goods are made available by the Seller for use by the Buyer.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 In so far as any work to be performed by the Seller under the Contract may consist of the productions of designs, all rights in such designs shall belong to the Buyer and the same shall not be used by the Seller except for the purposes of this Contract, nor copied or communicated to any other person without Buyer's consent. All drawings and other records delineating or recording such designs shall likewise become the property of the Buyer and shall be handed to the Buyer immediately on completion of the Contract.

14.2 Subject to clause 14.1, in so far as the provision of any services under the Contract may require the use of any intellectual property rights owned by the Seller (or licensed to it by a third-party), the Seller grants to the Buyer, or shall procure the direct grant to the Buyer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify all documents, products and materials developed by the Seller or its agents, contractors and employees as part of or in relation to the services, for the purpose of receiving and using the services in the Buyer's business, and the Buyer may sub-licence the rights to its affiliates and customers.

15. CONFIDENTIALITY

15.1 The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by the Buyer or its employees, agents or subcontractors and any other confidential information concerning the Buyer's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Sellers obligations to the Buyer and shall ensure that employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Seller.

16. CONFIGURATION CONTROL

16.1 The Seller shall not make any alteration affecting the form, fit or function (including without limitation performance, interchangeability (including component part number changes), safety, reliability, maintenance or operation) of the Goods. The Seller shall provide a technical modification proposal to the Buyer for approval prior to implementation of any change to the specification. Alterations necessary to enable compliance to the agreed specification (including the replacement of obsolescent or unobtainable parts/components, safety or European legislation compliance) shall be introduced at Seller's expense.

17. INDEMNITIES

17.1 The Seller shall indemnify and hold the Buyer harmless from all claims and all direct, indirect or consequential liabilities (all terms which include, without limitation, loss of profits, loss of business, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred by or paid by, the Buyer arising in connection with the Goods supplied under the Contract due to:

17.1.1 defective workmanship, quality, materials, design (other than a design made specifically to the Buyer's instructions), or the supply of a defective product in relation to the Goods; or

17.1.2 the negligence or willful act or omission of the Seller or its employees, agents or sub-contractors; or

17.1.3 any claim made against the Buyer in respect of any liability, loss, damage, injury, cost or expense sustained by the Buyer's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Seller its employees, agents or sub-contractors howsoever arising.

18. INTELLECTUAL PROPERTY INDEMNITY

18.1 Except where the Buyer requires Goods to be made to its own specifications, the Seller shall indemnify and hold the Buyer harmless from all claims and all direct, indirect or consequential liabilities (which include, without limitation, loss of profits, loss of business, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Buyer arising in connection with the Goods supplied under the Contract due to any alleged or actual infringement, whether or not under English law, of any third party's intellectual property rights or other rights arising out of the use, manufacture or supply of the Goods.

18.2 In the event of any claim being made or action brought against the Buyer arising from such matters the Seller shall be promptly notified thereof and may, at its own expense, conduct all negotiations for the settlement of the claim or action with the agreement of the Buyer.

18.3 If any Goods shall be prevented from use, the Seller will at its own expense either procure for the Buyer the right to use or sell the Goods free of any liability for intellectual property infringement or replace the Goods with a non-infringing substitute which complies with all the requirements of the Contract.

19. FORCE MAJEURE

19.1 The Buyer reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Buyer including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials.

20. CONTINUATION OF SUPPLY

20.1 If the Seller is unable or unwilling to continue to supply the Goods under the Contract for any reason including change of ownership or insolvency, the Seller shall undertake to ensure the continuation of manufacture and supply using all necessary technical data, drawings, designs, tooling, know-how, stock and work-in-progress completed or in the course of manufacture and owned by the Seller by arranging an alternate source of manufacture acceptable to the Buyer.

21. TERMINATION

21.1 Without prejudice to any rights and remedies that have accrued as at termination, the Buyer may terminate the Contract in whole or in part at any time by giving the Seller notice in writing, whereupon all work on the Contract shall be discontinued by the Seller. The Buyer shall pay the Seller, in full and final settlement of all claims arising out of such termination, the price of all Goods justifiably completed and delivered in full compliance with the terminated Contract together with the cost of any delivered work-in-progress in respect of the terminated Contract. Such compensation shall not include loss of anticipated profits or any consequential loss.

21.2 The Buyer shall without prejudice to its other rights and remedies cancel the whole or any part of the Contract without compensation by giving notice in writing to the Seller if:

21.2.1 the ability of the Buyer to accept delivery of the Goods is delayed, hindered or prevented by circumstances beyond its reasonable control; or

21.2.2 the Seller commits a material breach of any term of these Conditions which breach is irremediable or (if such a breach is remediable) fails to remedy that breach within a period of 14 days after being notified; or

21.2.3 the Seller suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

21.2.4 any distress, execution or other process is levied upon any of the assets of the Seller; or

21.2.5 the Seller has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed

of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or

21.2.6 the financial position of the Seller deteriorates to such an extent that in the opinion of the Seller the capability of the Seller adequately to fulfill its obligations under the Contract has been placed in jeopardy; or

21.2.7 the Seller ceases or threatens to cease to carry on its business.

21.3 The Seller shall notify the Buyer in writing immediately upon the occurrence of a change of control (being a change in the beneficial ownership of more than 50% of the voting power or ownership interests) of the Seller or the Seller's parent company or ultimate parent company (being any person or entity that owns or controls more than 50% of the issued share capital of the Seller or has the power to direct or cause the direction of the management and policies of the Seller). The Buyer shall have the right without prejudice to its other rights and remedies to cancel the whole or any part of the Contract without compensation by giving notice in writing to the Seller upon the occurrence of a change of control.

21.4 Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.

22. REMEDIES

22.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Seller fails to comply with, any of the terms of the Contract the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:

22.1.1 to rescind the Order;

22.1.2 to reject the Goods (in whole or in part) and return them to the Seller at the Seller's risk and cost on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;

22.1.3 at the Buyer's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

22.1.4 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;

22.1.5 to carry out at the Seller's expense any work necessary to make the Goods comply with the Contract; and

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

23. GOVERNMENT CONDITIONS

23.1 All terms of any principal contract relating to this Order (including any Government costing clause) are incorporated herein so far as the same are applicable hereto. Particulars of the relevant conditions will be supplied to you upon demand and, upon acceptance of the Order, you are accordingly deemed to accept and to be bound by such conditions as fully as if the same had been expressly set out herein.

23.2 In the event of any conflict or inconsistency between the conditions of any principal contract and those herein contained, the conditions of the principal contract shall prevail.

24. ANTI-BRIBERY

24.1 The Seller shall:

24.1.1 comply with all applicable laws, regulations and sanctions relating to anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010 (Relevant Requirements);

24.1.2 not engage in any activity which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity had been carried out in the UK;

24.1.3 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and will enforce them where appropriate;

24.1.4 promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of the Contract.

24.2 For the purpose of this condition 24, the meaning of adequate procedures shall be determined in accordance with section 7(2) of the UK Bribery Act 2010 (and any guidance issued under section 9 of that Act).

25. HEALTH AND SAFETY

25.1 The Seller shall comply in respect of the Goods with the duties laid down in section 6 of the UK Health and Safety at Work Act 1974 and shall indemnify the Buyer against all damage, costs, losses, charges, expenses or liabilities whatsoever caused by or arising out of any breach of those duties.

25.2 The Seller shall provide to the Buyer safety data sheets and other documentation as required with each delivery of the Goods, in accordance with the European Union Regulation concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH).

26. DATA PROTECTION COMPLIANCE

26.1 Both parties will comply with all requirements of the applicable data protection legislation, including but not limited to the UK GDPR and the Data Protection Act 2018. This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under such data protection legislation.

27. COMPLIANCE WITH LAWS AND POLICIES

27.1 The Seller shall:

27.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force, including but not limited to all applicable import and export control laws and regulations, and all sanctions laws and regulations;

27.1.2 comply with the Buyer's Supplier Code of Conduct (a copy of which is available at <https://www.chemring.com/sustainability/ethics-and-business-conduct>), as may be updated from time to time; and

27.1.3 comply with all applicable laws and regulations regarding the prevention of harassment, including sexual harassment.

28. LAW AND SEVERABILITY

28.1 The formation, existence, construction, performance and validity and all aspects of the Contract to which these conditions apply shall in all respects be governed by English Law and be subject to the exclusive jurisdiction of the English Courts.

28.2 Except as expressly provided in these conditions, the rights and remedies provided under these conditions are in addition to, and not exclusive of, any rights and remedies provided by law.

28.3 If any condition or part-condition of these conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant condition or part-condition shall be deemed deleted. Any modification to or deletion of a condition or part-condition under this condition shall not affect the validity and enforceability of the rest of these conditions.

29. ASSIGNMENT, OTHER DEALINGS AND WAIVER

29.1 The Seller shall not be entitled to assign transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract or any part of it without the prior written consent of the Buyer.

29.2 The Buyer may assign transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract or any part of it.

29.3 Any failure of either party to enforce any provision of this Contract shall not constitute a waiver of such provision at any subsequent time.

30. RIGHTS OF THIRD PARTIES

30.1 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.