



## **SURREY SATELLITE TECHNOLOGY LIMITED STANDARD TERMS AND CONDITIONS OF PURCHASE**

### **1) DEFINITIONS**

In these terms and conditions (hereinafter "Conditions") and in all documents related to this Order:

**"The Purchaser"** means Surrey Satellite Technology Limited, (company number 1916260) a company registered in England and Wales whose registered office is at registered office at Tycho House, 20 Stephenson Road, Surrey Research Park, Guildford, Surrey GU2 7YE.

**"Supplier"** means the person, firm or company with whom the Order is placed.

**"Data Loss Event"** means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under the purchase order, and / or actual or potential loss and/or destruction of Personal Data in breach of the Agreement, including any Personal Data breach.

**"Data Protection Legislation"** means (i) the General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) The Law Enforcement Directive (Directive (EU) 2016/680) and any applicable national implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy.

**"Force Majeure"** means any circumstances not within a party's reasonable control that prevent, hinder or delay performance of its obligations under this order including but not limited to acts of God, governmental actions, war or national emergency, acts of terrorism, fire, flood, protests, strikes, lockouts or other labour disputes.

**"Intellectual Property"** means technical information and data of all kinds, whether subject to statutory protection or not, including but not limited to inventions, drawings, designs, specifications, computer software (source and object code), technical data package, test results, manufacturing information, knowhow and trade secrets or other confidential or proprietary information.

**"Intellectual Property Rights"** means patents, patent applications, registered and unregistered designs, copyright, trademarks and other forms of statutory protection conferring rights in industrial or intellectual property, as well as rights arising as a result of the application of the laws of confidentiality or contracts, where appropriate, to trade secrets and unpublished know-how.

**"Order"** means this purchase order and any amendment thereto including these Conditions, duly signed on behalf of the Purchaser

**"Specification"** means the technical requirement and/or description of the Supplies and/or the Supplier's proprietary specification as defined on the Order.

**"Supplies"** means all goods, services, materials or work which is the subject of the Order.

### **2) APPLICATION**

These Conditions are an integral part of the Order and shall apply except to the extent that they may be inconsistent with any special conditions appearing on the Order, which shall have precedence over these Conditions. This Order shall constitute the entire agreement between the Purchaser and the Supplier and shall supersede all previous communications or representations between the parties including any standard selling conditions issued by the Supplier. This Order shall not be varied except with the written authorisation of the Purchaser.

### **3) ORDER ACCEPTANCE**

The Supplier shall confirm its acceptance of the Order to the Purchaser by signing a copy of the Order and returning it to the Purchaser, within five (5) working days of the date the Order was issued. If the Order is not accepted in writing by the Supplier the Purchaser shall deem the Order to have been accepted on SSTL's Conditions of Purchase as referenced herein.

### **4) DELIVERY**

- i) Delivery shall be strictly in accordance with the Order and at the Supplier's risk and expense.  
The Purchaser shall have the option to terminate the Order wholly or in part without liability where delivery is not made on the date specified, without prejudice to any other right or remedy which the Purchaser may have.
- ii) The parties acknowledge that delay in the delivery of the Supplies may cause loss to the Purchaser. Subject to Paragraph 4 i) above, in the event of the Supplier's failure to deliver the Supplies or any part thereof in accordance with the Order, the Purchaser may, without prejudice to any rights of termination available to the Purchaser, recover from the Supplier liquidated damages in the sum of one percent (1%) of the Order value of the Supplies for each week or part thereof. Liquidated damages shall not exceed ten percent (10%) of the Order value. On reaching the maximum liquidated damages the Purchaser shall have the right to terminate the Order in accordance with Condition 11(i)
- iii) The Supplier shall not be liable for delays in delivery due to causes which the Supplier can show are beyond his reasonable control, and without the Supplier's fault or negligence, and assuming the Supplier promptly notifies the Purchaser of any delay or anticipated delay as soon as it is known and resumes performance as soon as possible thereafter. If any delay exceeds Twenty Eight (28) days from the Purchaser's receipt of such notification, the Purchaser may cancel the Order without liability except in respect of Supplies accepted or delivered to the Purchaser prior to such cancellation. In the event that the Purchaser suffers a force majeure event, it will promptly inform the Supplier in writing of suspension of the Order, the extent of any suspension to be discussed between the parties.



- iv) The Purchaser may accept delivery in instalments, however failure by the Supplier to deliver any one instalment shall entitle the Purchaser at its option to treat the whole Order as cancellable.
- v) If the Supplies are delivered to the Purchaser in excess of the quantities ordered the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

#### 5) PACKAGING AND DOCUMENTATION

- i) All Supplies must be identified with the appropriate part and issue number
- ii) All Supplies must be properly and securely packed so as to be adequately protected against deterioration or damage in transit.
- iii) The reference number of the Order shall be quoted on all packaging, documents and correspondence including advice notes, invoices and any required certificates.
- iv) If the Supplier requires the Purchaser to return any packaging material or containers it must be clearly identified to the Purchaser. Any such packaging material or containers shall only be returned to the Supplier risk and expense.

#### 6) QUALITY PROCEDURES

- i) The Supplies shall be subject to quality assurance procedure as identified on the Order.
- ii) The Purchaser's representatives and the representatives of any other organisation on the authority of the Purchaser shall be permitted access to visit the Supplier's premises and those of its sub-contractors to check progress, and or quality of the Supplies subject of the Order.
- iii) Notwithstanding any inspection, the Supplier remains fully responsible for the Supplies and its obligations under the Order
- iv) If any of the Supplies fail to comply with the provisions set out in Condition 6 the Purchaser shall be entitled to avail itself of any one or more remedies listed in Condition 16.

#### 7) ADVICE AND RELEASE CERTIFICATES

The Supplier shall send advice note(s) and such certificate(s) of conformity or such other document as may be required by the Conditions of the Order on the day of despatch of each consignment. One copy of the certificate of conformity or such other document as may be required shall accompany each consignment.

If the Supplier is a stockist, he shall provide copies of the original manufacturer's certificate of conformity.

#### 8) TITLE & RISK

Unless otherwise agreed to in writing, title and risk in the Supplies shall pass to the Purchaser upon delivery (including off-loading) at the Purchaser's premises, or such other designated delivery point detailed on the Order, provided that where advance or progress payments are made title but not risk shall pass to the Purchaser as soon as items are allocated to the Order. All items so allocated shall be adequately marked and recorded as being the property of the Purchaser.

#### 9) PRICE

- i) Where prices have been agreed they shall be firm fixed and exclusive of VAT but inclusive of all other taxes, imposts, fees and duties. No alteration may be made to the price without the consent of the Purchaser in writing. If firm fixed prices have not been agreed the Order will be released with an agreed limit of liability.
- ii) No charge shall be made for packing, insurance or delivery unless otherwise agreed and any such charge shall be separately detailed in the invoice.

#### 10) INVOICES

- i) The Supplier shall invoice the Purchaser for the Supplies and shall submit an invoice to the Purchaser at the address shown on the Order on achievement of a payment milestone event or on despatch of Supplies. Each invoice shall quote the Order number, part and drawing numbers, description, quantities and weights of the Supplies.
- ii) All invoices shall state the price for the Supplies exclusive of Value Added Tax and show the amount of VAT (if any) separately.
- iii) Payment shall be made by the Purchaser to the Supplier within forty five (45) days from the end of the month in which the invoice is issued, paid the tenth (10<sup>th</sup>) or twenty fifth (25<sup>th</sup>) day of the next calendar month. The Purchaser shall not be liable for any delay in payment resulting from the improper or incorrect submission of invoices.
- iv) Payments shall be made by electronic bank transfer to the Supplier's bank account, as notified to the Purchaser pursuant to the issue of the Order, provided that the invoice received from the Supplier is valid, accurate and due.
- v) The Purchaser will make payments only for those Supplies, which have been delivered / performed in accordance with the conditions of the Order.
- vi) In the event of a dispute between the Parties, the Purchaser shall be entitled to withhold the payment of any disputed invoice until resolution of such dispute.

## 11) TERMINATION

### i) For Default

In the event of a breach of any of the Conditions of this Order or if the Purchaser reasonably believes that such breach is likely to occur, the Purchaser may give the Supplier notice of the breach. If the breach is capable of being remedied the Supplier shall rectify it within thirty (30) days of receipt of notice. If the Supplier does not rectify the breach, or if the breach is not capable of remedy, then the Purchaser may give notice to suspend or terminate the Order in whole or in part without incurring liability in respect thereof. The Supplier shall indemnify the Purchaser from and against any costs resulting from the termination or suspension of the Order.

### ii) For Insolvency

If the Supplier becomes insolvent or has a receiver or administrator appointed of its business or is compulsorily or voluntarily wound up or if the Purchaser reasonably believes that any such events may occur then the Purchaser shall have the right without prejudice to any other remedy to suspend the performance of or terminate the Order without incurring any liability.

### iii) For Convenience

The Order may be terminated by the Purchaser at any time in whole or part by delivery to the Supplier of a notice of termination. In the event of such notice being given, the Supplier shall stop work forthwith and comply with any directions with regard to the Supplies that may be given by the Purchaser. The Supplier shall submit an account to the Purchaser at the address given in the Order within one (1) month from the effective date of termination in the form prescribed by the Purchaser. The Purchaser undertakes to pay a fair and reasonable price for all authorised work done and direct materials purchased up to the time of termination. Such payments made, taken together with any sums paid or due or becoming due to the Supplier under the Order shall not exceed the total price of the Supplies under the Order.

iv) Termination of the Order for any reason shall not prejudice any rights or remedies which may have accrued to either party and both parties shall use all reasonable endeavours to mitigate their losses upon such termination.

## 12) INTELLECTUAL PROPERTY RIGHTS

- i) Background Intellectual Property created by the Supplier prior to the commencement of the Order shall remain vested in and be the absolute property of the Supplier. The Supplier hereby grants to the Purchaser for use as necessary an irrevocable, perpetual, non-exclusive, worldwide, royalty-free licence (with the ability to sub-licence) in respect of its Background Intellectual Property.
- ii) All Intellectual Property generated from or arising as a result of the work undertaken by the Supplier for the purpose of the Order shall vest in and be the absolute property of the Purchaser who reserves the right to protect the same by securing appropriate Intellectual Property Rights therein, at its discretion
- iii) The Supplier hereby warrants that the Supplies and the intended use thereof do not infringe any third party Intellectual Property Rights whatsoever existing or pending at the date of the Order and hereby agrees to fully indemnify the Purchaser and the Purchaser's customers and/or users of the Supplies against any liability, damages or expenses whatsoever which may be incurred by or on behalf of the Purchaser and the Purchaser's customers and/or users of the Supplies as a result of any infringement or alleged infringement of any Intellectual Property rights belonging to third parties.

## 13) INDEMNITY AND INSURANCE

- i) The Supplier agrees to indemnify the Purchaser against any and all claims, costs, damages, liabilities and expenses in respect of personal injury, death or loss of or damage to property and associated pecuniary loss (including all legal costs and penalties) caused by or resulting from the negligent acts or omissions of the Supplier, his sub-contractors, agents or suppliers in the performance of the Order, and/or from defective workmanship quality or materials in the Supplies and any and all claims arising out of an infringement or alleged infringement of any Intellectual Property Rights caused by the use, manufacture or supply of the Supplies
- ii) Where the Supplier is required to carry out work of any kind on the premises of the Purchaser or on such premises as the Order so directs, the Supplier shall effect public liability insurance of not less than £5,000,000 per event and procure that any sub-contractor to the Supplier effects similar insurance in respect of loss or damage to property or death or injury to persons resulting from or during the execution of the Order. Should such insurance policy cover a liability in excess of £5,000,000 then the Purchaser shall have the benefit of the full extent of the cover available.

## 14) HANDLING DOCUMENTATION

The Supplier will promptly provide the Purchaser with all present and future instructions relating to the use, disposal and storage of Supplies and in particular draw attention to any dangers, hazards or restrictions currently known or arising in the future, associated with the Supplies.

## 15) WARRANTY

- i) The Supplier warrants that the Supplies conform to the quantity, quality and Specification stated on the Order, that they shall be fit for the purpose for which they are intended, that they shall be of best quality, material and workmanship, manufactured with due care and skill as recognised in the industry and subject to sub-paragraph (iv) are free from design or any other defect whether actual or latent.
- ii) If any Supplies upon delivery or acceptance or within 24 months thereafter (or such other period as may be agreed) do not conform to the Specification or the required standards of design, material, workmanship or which are not in accordance with the samples approved by the Purchaser (hereinafter call "Defective") then the Purchaser shall be entitled at its discretion and without prejudice to any other remedy to exercise one or more of the following rights:



- a) Terminate the Order.
  - b) Reject the Supplies in whole or in part and require the Supplier to credit the Purchaser with the cost thereof.
  - c) Give the Supplier the opportunity, at the Supplier's risk and expense to promptly remedy the defect in the Supplies or to replace the defective Supplies.
  - d) Claim such damages (including all the Purchaser's reasonable expenses and additional costs) incurred in connection with such Defect.
  - e) Carry out at the Supplier's expense any work necessary to make the Supplies compliant with the Order and any Specifications.
- iii) Any and all warranties and service guarantees attaching to the Supplies shall be for the benefit of and enforceable by the Purchaser and for the benefit of and enforceable by the Purchaser's customers and/or users of the Supplies. The Purchaser's inspection, approval, acceptance, use of or the payment by the Purchaser for all or any part of the Supplies shall not affect any such warranty rights whether or not a breach of warranty had become evident at the time.
- iv) The Supplier shall not warrant a detailed design where such detailed design is provided by the Purchaser.
- v) The Purchaser's rights under these Conditions are in addition to any statutory conditions which may be implied by law in favour of the Purchaser.

#### **16) CHANGES**

The Purchaser may amend the Order by notice in writing and the Supplier shall introduce such amendment without delay. Within seven (7) calendar days after receipt of notification of any change, the Supplier shall submit a statement to the Purchaser in such detail as the Purchaser may reasonably require to effect such change. The Purchaser and the Supplier shall agree upon any adjustment to the Order in writing.

#### **17) FREE ISSUE**

- i) All data, tools, patterns, materials and other equipment loaned by the Purchaser to the Supplier for use in connection with the Order shall be and will remain at all times the property of the Purchaser and be surrendered to the Purchaser upon demand in good and serviceable condition (fair wear and tear excepted) and are to be used by the Supplier solely for the purpose of completing the Order. Such supplies shall be at the risk of the Supplier and insured by the Supplier at the Supplier's own expense. The Purchaser does not warrant the adequacy of any tooling, data, patterns, materials and other equipment it has furnished.
- ii) All scrap arising from material issued by the Purchaser shall remain the property of the Purchaser and must be disposed of by the Supplier in accordance with the instructions of the Purchaser and any relevant statutory regulations and all proceeds of sales of such scrap must be credited by the Supplier to the Purchaser, such instructions shall not however replace any statutory duty otherwise imposed on the Supplier.

#### **18) CONFIDENTIALITY AND SECURITY**

- i) The Supplier 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 Supplier by the Purchaser or its agents and any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain and the Supplier 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 Supplier's obligations to the Purchaser and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.
- ii) Where indicated that the Order is subject to UK national or other security restrictions, the Supplier shall comply with such restrictions.
- iii) Unless expressly agreed, the Supplier shall not make use of the Purchaser's name, logos, or trademarks, or any information contained in the Order or related documents without prior agreement.
- iv) The Supplier shall ensure that all mobile computing devices including laptops, tablets, smartphones or their equivalent holding any information supplied or generated in respect of the Order be installed with and employ an acceptable industry standard full disk encryption solution and that all systems processing information in respect of the Order can provide:
  - the current lists of authorised users;
  - positive identification of all users at the start of each processing session;
  - passwords with a minimum of ten (10) characters including numeric, capitalised and "special" characters (if permitted by the system) as well as alphabetic characters;
  - internal access controls to prevent unauthorised users from accessing or modifying the data;
  - security accounting and audit measures to record: (A) (i) all log on attempts whether successful or failed, (ii) log off details (including time out where applicable), (iii) the creation, deletion or alteration of access rights and privileges and (iv) the creation, deletion or alteration of passwords; and (B) user ID, date, time and device ID;
  - data backup with appropriately secured local and/or remote storage;

- anti-virus software of an acceptable industry standard maintained and updated in a timely manner;
  - automatic logoff or locking requiring the input of a password in accordance with this clause to regain access if users' terminals have been inactive for some predetermined period of time; and
  - firewall protection and appropriate rules if connected to the internet.”
- v) If the Supplier is to process any Personal Data (as defined in the Data Protection Act 1998) on behalf of the Purchaser, the Supplier agrees that appropriate data protection clauses will be agreed between the Parties. In any event, the Supplier shall not under any circumstances transfer, or allow the transfer of, any Personal Data outside the European Economic Area unless previously authorised in writing to do so by the Purchaser.

#### **19) DATA PROTECTION**

(i) The parties acknowledge that for the purposes of the Data Protection Legislation, The Purchaser is the Data Controller and the Supplier is the Data Processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection legislation).

(ii) The parties agree to comply with all applicable requirements of the Data Protection Legislation.

(iii) SSTL will ensure that it has all necessary consents and notices in place to enable the transfer of Personal Data (as defined by the Data Protection legislation) to the Supplier for the duration and purposes of this purchase order.

(iv) The Supplier shall, in regard to any Personal Data processed in connection with the performance of its obligations under this purchase order:

(a) processes the personal data only on documented instructions of The Purchaser (as set out in the Data Processing Agreement or specified otherwise), including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by law; in such a case, the processor shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;

(b) notify The Purchaser immediately if it considers that any of The Purchase's instructions infringe the Data Protection Legislation.

(c) ensure that it has in place appropriate measures to protect against unauthorised or unlawful processing, any Data Loss Event or destruction of or damage to Personal Data, having taken account of the nature of the data to be protected, the harm that might result from any Data Loss Event, the state of technological development and the cost of implementing any measures.

(d) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential and do not process the Personal Data except in accordance with this purchase order.

(e) not transfer any Personal Data outside of the European Union unless the prior written consent of SSTL has been obtained and the following conditions are fulfilled:

a. The Supplier or The Purchaser has provided appropriate safeguards in relation to the transfer.

b. The Data Subject (as defined under the Data Protection legislation) has enforceable rights and effective legal remedies.

c. The Supplier provides an adequate level of protection to any Personal Data that is transferred.

d. The Supplier complies with any reasonable instructions notified to it in advance by The Purchaser with respect of the processing of the Personal Data.

(v) The Supplier shall provide all reasonable assistance to SSTL in the preparation of any data protection impact assessment prior to commencing any processing. Such assistance may, at the discretion of The Supplier, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

(vi) The Supplier will notify The Purchaser if it receives any request from a Data Subject and will be required to assist The Purchaser, at the Supplier's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation.



(vii) The Supplier will be required to notify The Purchaser without undue delay upon becoming aware of any Data Loss Event.

(viii) The Supplier may also be required at the direction of The Purchaser to delete or return all the Personal Data or copies of the Personal Data to SSSL unless required by law to store the Personal Data.

(ix) The Supplier is required to maintain complete and accurate records and information to demonstrate its compliance with this clause 19.

(x) Before allowing any sub-processor to process any Personal Data related to this purchase order, the Supplier must:

(a) notify The Purchaser in writing of the intended sub-processor and processing;

(b) obtain the written consent of The Purchaser

(c) enter into a written agreement with the sub-processor which gives effect to the terms set out in this clause 11 such that they apply to the sub-processor.

(d) provide SSSL with such information regarding the Sub processor as SSSL may reasonably require.

(xi) The Supplier shall remain fully liable for all acts or omissions of any sub-processor.

(xii) The Supplier shall allow for audits of its Personal Data processing activity by SSSL or SSSL's designated auditor

## 20) NOTICES

i) All notices and communications shall be in writing.

ii) Any notice or other communications sent to the Supplier shall be sufficient if sent to an address notified to the Purchaser for the purpose.

iii) Notices or other communications sent by the Supplier to the Purchaser shall be sent to the address given for the Purchaser on the Order for the attention of the person indicated on the Order.

## 21) WAIVER

Any failure, delay, relaxation or concession by the Purchaser in the performance of any of the Suppliers obligations, shall not be construed as a waiver or relinquishment of the future exercise of any such obligations of the Supplier, and the rights of the Purchaser - which will continue in full force and effect.

## 22) COMPLIANCE WITH LAWS AND REGULATIONS

i) The Supplier warrants, represents and undertakes on an ongoing basis that it shall, and will procure that its sub-contractors shall:

(a) comply with any and all statutory, and/or legislative requirements, export control requirements, and environmental laws and regulations applicable to the Order;

(b) for ground use products comply with (i) the European Union WEEE directive 2012/19/EU and RoHS directive 2011/65/EU; and (ii) for applicable ground use products comply with any and all product laws and regulations, such as EU New Approach Directives;

and their respective implementations into national laws and subsequent updates;

(c) have pre-registered and registered the chemical products listed in the European Union REACH regulation (n°2006/121/CE adopted on 18 December 2006 and subsequent updates) in the manner requested by the said regulation and submit to the Purchaser the proof of such registrations;

(d) transmit to the Purchaser the list of chemical products concerned or not by the REACH regulation contained in the Supplies performed as well as the quantity of each chemical products and the documentation requested, whatever is the quantity and/or its concentration.

(e) provide a Safety Data Sheet for all hazardous chemicals (as defined in the GOV.UK Work Health and Safety Regulations)

(f) for the Modern Slavery Act 2015 SSSL requires its suppliers to comply with our policy, or have their own policy on anti-slavery and human trafficking, which includes specific prohibitions against the use of forced, compulsory or trafficked labour or anyone held in slavery or servitude (whether adults or children), and SSSL expects that the Supplier will hold their own suppliers to the same high standards. Any failure by the Supplier to meet the standards set out in this statement will be considered a breach of contract and may result in the termination of this PO, any other PO between SSSL and the Supplier and SSSL's relationship with the supplier.

SSSL policy on anti-slavery and human trafficking can be found on the SSSL website <https://www.sssl.co.uk/pages/modern-slavery-statement>



- ii) The Supplier, its employees and its sub-contractors shall familiarise themselves with and shall comply with the Purchaser's procedures relating to discipline, fire, health, safety and security when on the Purchaser's premises. The Supplier shall provide its employees with and shall ensure that its employees and sub-contractors employees use any protective clothing and safety equipment required.

### **23) GOVERNMENTAL AUTHORISATIONS/APPROVALS**

- i) The Supplies or part of the Supplies may be subject to export laws and regulations (hereafter referred to as "Export Regulations"), and the parties acknowledge that diversion contrary to such Export Regulations is prohibited. The Purchaser will provide the Supplier with all information necessary to examine such requirement of approval.
- ii) The Supplier shall identify any part of the Supplies that is subject to Export Regulations at the time of receipt of the Order if not already provided and shall notify the Purchaser of such along with the relevant export control classification numbers. Amendments to such information shall be provided by the Supplier in the event of a change in Export Regulations or re-classification of the Supplies, and shall provide the Purchaser with all information concerning such applicable Export Regulations. The Supplier shall also provide reasonable assistance requested by the Purchaser to comply with the applicable Export Regulations.
- iii) Whenever all or part of the Supplies is subject to Export Regulations, and without prejudice to its obligations under this Condition 23, the Supplier shall:
  - (a) be responsible for obtaining on time, at no cost to the Purchaser, all relevant official approvals, licenses and authorisations required for the export of the Supplies to, delivery of the Supplies to, and use of the Supplies by the Purchaser and the Purchaser's customer or end-user in accordance with the Order worldwide or as provided by the end-use-statement and
  - (b) where all or part of the Supplies is subject to export licensing procedures, the Supplier shall ensure that an export licence or similar documentation is issued by the relevant authorities in time to allow delivery and operation of the Supplies by the Purchaser and the Purchaser's customer or end-user in accordance with the Order and the provided end-use-statement; and
  - (c) clearly indicate on all delivery notices and invoices the export control classification number and the number of the applicable export licence;
  - (d) provide the Purchaser with a copy of the export licence certificate, including a copy of all provisos that relate to the compliance obligations of the Purchaser, including, but not limited to, any restrictions on sublicensing, any restrictions on retransfer, any requirements for non-disclosure agreements, any limitations on employees, and any other restrictions or conditions that result in authorisation being more restrictive or not as broad as contemplated in the authorisation or licence request and/or the Order documentation. Provisos that are classified or that do not relate to the compliance obligations of the Purchaser may be redacted from the copy supplied to the Purchaser, if so required by the relevant export authority.
- iv) If one or more Technical Assistance Agreements ("TAAs") are required for the fulfilment of the Order, the TAAs shall be agreed with the Purchaser before being submitted to the export authorities, and a copy of the issued authorisation including a copy of all provisos that relate to the compliance obligations of the Purchaser shall be provided to the Purchaser.
- v) Notwithstanding anything to the contrary in the Order, the Purchaser's ability to deliver and support products fitted with the Supplies worldwide or as provided by the end-use-statement and the Purchaser's customer's or end-user's ability to use, operate and maintain the products worldwide or as provided by the end-use-statement are of the essence of this Order. In the event that any Export Regulation would prevent the Supplier from complying with this obligation, the Supplier shall, at its own costs, and within a timeframe compatible with the Purchaser's business needs either (i) obtain from the relevant administration any authorisation, with respect to the Supplies, necessary for the Purchaser to sell and support products and/or the provided end-use-statement for the relevant customer or end-user to continue using, operating and maintaining the product, or (ii) replace or modify the restricted technology so that the Supplies ceases to infringe the Export Regulations, while fulfilling all requirements defined by the Order; without prejudice to the Purchaser's rights to claim for compensation for all costs, damages and losses suffered as a consequence of the said breach and/or to terminate this Order for Supplier's default.
- vi) Notwithstanding any other provision of this Order, the Supplier shall be liable for all damages, losses and liabilities incurred by the Purchaser as the result of the Supplier's non-compliance with its obligations under this Condition 23.

### **24) INTERPRETATION AND SEVERANCE**

- i) Clause headings are for convenience only and shall not govern the interpretation of these Conditions.
- ii) In the event that any term, condition, provision, clause or phrase of the Order shall be nullified or made void by any statute, regulation or order or by the decision or order of any Court have jurisdiction, the remaining terms, conditions and provisions of the Order shall remain in full force and effect.

### **25) THIRD PARTY RIGHTS**

No term of these Conditions shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

### **26) SUB-CONTRACTS & ASSIGNMENT**



No work on the Order may be sub-contracted by the Supplier (except as is customary in the trade) nor shall the Order be assigned or otherwise transferred by the Supplier without the prior written consent of the Purchaser.

**27) APPLICABLE LAW AND DISPUTE RESOLUTION**

- i) These Conditions shall be governed by, construed, and shall take effect in accordance with the Laws of England and Wales.
- ii) In the event of any dispute arising between the parties in connection with the Order and these Conditions, the parties shall attempt to resolve such dispute in good faith without recourse to legal proceedings. This clause shall in no way waive any rights and/or remedies that the parties may have under these Conditions and/or under law or equity.
- iii) If the parties are unable to resolve such dispute within twenty one (21) calendar days of initial discussions between the parties taking place, either party may request the other in writing that the matter be referred to senior representatives of the parties with authority to settle the dispute, who shall attempt to resolve the dispute within twenty one (21) calendar days of the written request to do so.
- iv) If the dispute is not resolved as a result of a meeting of the senior representatives of the parties pursuant to the above clause, or if no meeting of the senior representatives occurs within the prescribed time periods, either party may request that the dispute be finally settled under the Rules of Arbitration of the International Chamber of Commerce ("ICC Rules") by one arbitrator appointed in accordance with the ICC Rules. The seat of the proceedings shall be London, England and they will be conducted in the English language.
- v) The arbitrator's determination is to be conclusive and binding on the parties.
- vi) The parties agree that these provisions do not preclude either party from seeking interim relief in the courts, including but not limited to an injunction to prevent breach, or further breach, of these Conditions.