



BRUNTONS AERO PRODUCTS TERMS & CONDITIONS OF PURCHASE

1 DEFINITIONS

In these Conditions:

Acceptance means the Buyer shall not be liable for any order unless it is issued or confirmed on the Buyer's official order form.

Buyer refers to Bruntons Aero Products Plc (**Bruntons Aero Products**), including all of its subsidiaries, affiliates, divisions, and any other entities, whether directly or indirectly controlled (hereinafter collectively referred to as the **Group**), encompassing all divisions, specialties and any other operational units within the Group, regardless of their geographical location, legal structure, or specific area of operation.

Conditions means the terms and conditions contained within this document.

Contract means the contract for the purchase of specified Goods formed by the Supplier's acceptance of the Order for such Goods.

Goods includes materials, commodities and articles in whatever state of completion or manufacture.

Order means the order form for the Goods whether made in writing, by telephone or otherwise.

Supplier means the person, firm or company to whom an order is addressed.

Variation means neither the Buyer nor the Supplier shall be bound by any variation, waiver of or addition to these conditions, except as agreed by both parties in writing and signed on their behalf.

2 QUALITY, CONTROL, METRIC AND REMEDIES

Subject to these conditions, the Goods and any services to be provided shall (i) conform as to quantity, quality and description with the order and any specification or standards stated or referred to in the order, (ii) be of sound materials and workmanship, (iii) be equal in all respects to any samples, patterns, demonstration or specification provided or given by either party, (iv) be capable of any standard of performance specified in the order, (v) if the purpose for which they are required is indicated in the order, either expressly or by implication, be fit for that purpose, (vi) comply in all respects with all relevant requirements of any Statute, Statutory Rule or Order, or other instrument having the force of law which may be in force at the time when the same are supplied and (vii) be clear of all liens and encumbrances whatsoever and the supplier warrants that he has a good and marketable title to the goods.

The Supplier will keep the Buyer indemnified in respect of all loss, damage, injury, costs and expenses which result directly or indirectly from defective goods, workmanship, design or services supplied or provided by the Supplier, or any other defect or fault in construction of the goods, and in addition, the Supplier will repair, replace or reinstate at the Buyer's option any defective item or items free of charge. The Buyer reserves the right to remedy the defect or to have it remedied by some other party and the Supplier shall reimburse the Buyer for any costs or expenses incurred in respect thereof.

Without prejudice to any right or remedy available to the Buyer, under statute or common law the Supplier, will keep the Buyer indemnified in respect of any liability suffered or incurred by the Buyer as a result of the supply or use by the Supplier of defective goods, workmanship or services, in carrying out the order or as a result of any breach of the conditions, warranties, inducements or representations expressed or implied in this Contract, or any other breach of contract on the part of the Supplier, including but not limited to consequential or indirect loss and loss of profits.

3 INSPECTION AND TESTING

The Buyer's inspector or representative, and any inspector or representative of the Buyer's customer or the agent thereof, or of any government department concerned, shall be entitled on the Buyer's authority to inspect or test the goods or work the subject of the order at any reasonable time at the Supplier's works or at the works of any sub-contractor or assignee: for this purpose the Supplier will give to the Buyer or any nominee of the Buyer or otherwise arrange for reasonable facilities of access to the Supplier's works or any such other works.

If specified by the Buyer, the Supplier will give adequate notice of works tests which the Buyer shall be entitled to attend, and will provide the Buyer with such test certificates as the Buyer or its customer may reasonably require.

Such inspection does not relieve the Supplier of any liability, nor does it imply acceptance of the goods or work the subject of the order.

The Buyer reserves the right, at its option, either to reject any goods or materials in whole or in part (whether or not the same have been delivered to and accepted by the Buyer) or to cancel the order, or any part of the order, or to delay acceptance of the whole, or any part thereof, without any further payment or charge for storage or delay if (i) the Supplier fails to comply strictly with the description, specifications and drawings relating to the materials or goods to be supplied or work to be carried out and/or failure to comply with any British Standard Specification where applicable, (ii) the materials or goods or work are below the specified standard or fail to pass any inspection or test in accordance with these conditions, (iii) the Supplier otherwise fails to comply in all respects with any of its obligations hereunder, (iv) the Buyer is prevented by taking delivery by any Act of Parliament, Government regulations, strike, lock out or other industrial dispute or any other action reasonably beyond the control of the Buyer

The Buyer shall, when exercising its option of rejection, return the rejected goods to the Supplier at the Supplier's risk and expense. If the Buyer returns the rejected goods, then at the Buyer's option, either the Supplier shall, within a reasonable time, replace such rejected goods with goods which are in all respects in accordance with the Contract or credit the Buyer in full.

Before dispatching the goods, the Supplier shall, where stipulated by the Buyer, carefully inspect and test them for compliance with the specification.



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4 PERFORMANCE AND DELAY

Unless otherwise agreed in writing, any time or period given for delivery, despatch, performance or completion shall be of the essence. The Supplier shall forthwith notify the Buyer of any apprehended delay in delivery, despatch, completion or performance.

The Buyer reserves the right to reject goods, work or performance not delivered or performed on time and/or cancel the whole or any part of the order of which such goods, work or services form part and/or to return any goods already delivered which by virtue of such rejection or cancellation are no longer of use. Such rights of rejection, cancellation or return shall be available to the Buyer irrespective of the cause of delay, without prejudice to the Buyer's right to damages and any other remedies against the Supplier for breach of contract.

No concession with respect to delay in delivery, despatch, completion or performance shall be construed as a waiver of any of the Buyer's rights and remedies, unless such waiver is specifically agreed in writing.

5 DELIVERIES AND PACKING

Deliveries made in advance of the Buyer's requirements may be returned to the Supplier at the Supplier's expense or accepted at the Buyer's option. If the Buyer accepts, the Buyer shall be entitled to defer payment until the month following the month in which delivery should have taken place.

Scheduled Orders only: A Scheduled order indicates the Buyer's estimated requirements for the goods described therein. The Buyer will not accept delivery of, or be in any way liable to pay for any goods described in a scheduled order unless the Buyer has given the Supplier written release instructions which are directly attributable to that scheduled order.

No responsibility is accepted for goods delivered in excess of the order.

All goods must be adequately protected against damage and deterioration in transit and delivered, carriage paid, in accordance with the Buyer's instructions (if given) and must bear the description, the quantity of the contents and the Buyer's order number on the packages thereof.

The Buyer accepts no liability for packing materials or cases unless previously agreed.

The Buyer will not be responsible for any failure to give notice to carriers of loss, damage, delay, detention or transit or non-delivery.

No charge will be allowed for packing materials or containers unless otherwise agreed by the Buyer, but empties will be returned at the Supplier's expense by the Buyer on the request of the Supplier.

If for any reason the Buyer is unable to accept delivery of the goods at the time when the goods are due and ready for delivery, the Supplier shall store the goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery.

6 PASSING OF PROPERTY OF GOODS

The property in the goods ordered shall pass to the Buyer on delivery to the place specified in the order or as otherwise agreed without prejudice to any right of rejection or other right which may accrue or have accrued to the Buyer under these Conditions or otherwise.

If the Supplier postpones delivery at the Buyer's request, the property in the goods shall nevertheless pass to the Buyer on the date when but for such postponement the goods have been delivered. The Buyer shall, however, pay the Supplier the reasonable cost of storing the goods during any period of postponement of delivery at the Buyer's request.

Goods shall be at the risk of the Supplier until actually delivered, even where delivery has been delayed or postponed by the Buyer or at the Buyer's request.

All goods rejected or returned for any reason shall be at the risk of the Supplier during transit back to the Supplier.

7 PRICE AND PAYMENT

Unless the Buyer's order form expressly accepts or stipulates any provisions for price variation, the basis of such variation, the price or rate for the goods and any service to be supplied or provided by the Supplier is fixed and not subject to variation unless the Buyer expressly agrees in writing.

Failure to attend to any of the following details may mean delay in payment, but no prompt payment discount shall be forfeited by the Buyer on account of the Supplier's failure to (i) send on the day of despatch for each consignment of goods a separate advice note and invoice for each delivery or (ii) to mark clearly the order number on the consignment package, packing notes, invoices, monthly statements and all other correspondence relating thereto.

8 BUYER'S INTELLECTUAL PROPERTY

All designs, tools, patterns, drawings, dies, materials, specifications and other items supplied by the Buyer, or provided by the Supplier, shall be or become the Buyer's property, shall be maintained by the Supplier in good condition, shall be kept confidential and not be used for any purpose other than carrying out this order or any subsequent order placed by the Buyer, and shall be returned or delivered to the Buyer carriage paid on request. The Supplier will be responsible for making good any loss of or damage to such items, howsoever arising.

The order and the subject matter thereof shall be treated as confidential between the Supplier and the Buyer and shall not be disclosed by the Supplier (or any sub-contractor or assignee or supplier) to any third party or used by the Supplier (or any sub-contractor or assignee) for advertisement, display or publication without the Buyer's prior consent in writing.

The Supplier agrees neither to quote nor to supply parts made with the Buyer's designs, tools, patterns, drawings, dies or specifications to any third party without the Buyer's prior consent in writing.

If the order calls for the machining, processing or treatment of any material or parts of the property of the Buyer, or for



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which the Buyer is responsible, the Buyer reserves the right to charge to the Supplier the cost of such materials or parts if whilst in the Supplier's custody they are destroyed or damaged or rendered unfit for the purpose for which they were originally manufactured.

9 PATENT INFRINGEMENT

The Supplier will keep the Buyer indemnified (except in respect of designs provided by the Buyer) against all claims of whatsoever nature (including those for royalties, damage or other losses) arising from infringements of patents, registered designs, copyrights or trademarks in relation to the order and in relation to the use of articles or processes pursuant to the order.

10 INDEMNITY

The Supplier will keep the Buyer indemnified against any claim in respect of loss or damage to any movable or immovable property of any nature or type whatsoever of the Buyer, or any third party and against any claim in respect of the death or personal injury to any person, whether in contract tort arising under common law statute or otherwise, howsoever as a result of breach of any statutory or common law duty or of any act or omission on the part of the Supplier or any of its employees, sub-contractors, assignees or agents, or as a result of the performance or non-performance of the order or otherwise, howsoever arising wherever such loss damage death or personal injury occurs (including but not limited to the Buyer's premises).

11 TERMINATION

If the Supplier, being an individual, becomes bankrupt or insolvent or has a receiving order made against him or compounds with his creditors, or being a company is wound up or becomes insolvent or has a receiver or administrative receiver appointed, the Buyer shall be at liberty (but not bound) at any time thereafter (i) to cancel the order forthwith by written notice and to collect forthwith all material goods tools or articles of any description sent to the Supplier for any purpose or (ii) to give the Supplier or the receiver, liquidator or other person the option of carrying on with the order subject to his providing a guarantee up to an amount to be agreed for the due and faithful executive of the order.

12 ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not, without the consent in writing of the Buyer, assign or transfer the order or any part of it to any other person.

The Supplier shall not, without the consent in writing of the Buyer, sub-contract the order or any part thereof other than for materials, minor details, or for any part of the goods of which the makers are named in the order of the specification. Any such consent shall not relieve the Supplier of any of his obligations under the Contract.

13 INVENTIONS AND IMPROVEMENTS

When the order includes manufacture to the Buyer's designs, the Supplier agrees to inform the Buyer of any invention or improvement in design or method of manufacture arising out of, or in connection with the order and any such invention or improvement, and any patent or registered design rights in respect thereof and copyright in any drawings, documents or specifications relating thereto shall be the property of the Buyer. The Supplier will give the Buyer, at the Buyer's expense, all necessary assistance to enable the Buyer to obtain patent registered design and similar rights throughout the world.

14 HEALTH AND SAFETY AND INSURANCE

The Supplier warrants that the goods or materials to be supplied in accordance with the order will be safe and without risk to health when properly used and the Supplier will provide all necessary information in connection with the design testing and use thereof.

Where work is carried out by the Supplier at the Buyer's premises, the Supplier or authorised sub-contractor shall (i) comply with the requirements of any factory rules (including safety regulations) and/or works regulations laid down by the Buyer, (ii) insure and keep insured during the continuance of the Contract against all liabilities mentioned herein, and the indemnity provided by such insurance shall be for a sum of not less than £1 million or such other sum as may be specified by the Buyer for any one accident, (iii) maintain an employer's liability insurance for a minimum limit of indemnity of £10 million for any one occurrence, (iv) provide a certificate provided by the insurance broker or insurance company containing details of Public Liability and employers' liability insurance held prior to commencement of any contract work and (v) be responsible for new works being installed or erected at the Buyer's premises and will maintain insurance to cover loss or damage to such works until completion of the Contract.

15 SUPPLY CHAIN TRANSPARENCY

The Supplier shall, and shall procure (where relevant), that all persons who are performing services or providing goods in connection with, or which will or may be used in performing or to support the performance of this Contract in any part of the world (collectively, its Supply Chain) shall at all relevant times (i) comply with the provisions of the Modern Slavery Act 2015 (Act) and all applicable laws, regulations, codes and guidance made under it or relating to it, and ensure that all of its relevant staff have received appropriate training on the same, (ii) not engage in any activity, practice or conduct that would constitute an offence under the Act if such activity, practice or conduct were carried out in the UK, (iii) comply with the Customer's Policy on Modern Slavery and Child Labour, as well as any other policy relating to Slavery and Human Trafficking as required by the Customer and (iv) take all reasonable steps to ensure that Slavery and Human Trafficking are not taking place in its business or its Supply Chain.



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The Supplier shall ensure that each of its sub-contractors shall be bound in writing by terms equivalent in all respects to those set out in this clause. The Supplier shall provide evidence in writing of the Supplier's compliance with this clause promptly on the Customer's request.

The Supplier shall maintain detailed, accurate and up-to-date records setting out its staff hiring procedures, its supplier selection processes and the steps it takes to ensure that it and each member of its Supply Chain is not engaged in Slavery and Human Trafficking and shall promptly provide copies of such records and any other information relating to the matters set out in this clause to the Customer on the Customer's request.

The Customer may terminate this Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of this clause. For the purposes of this clause, the phrase Slavery and Human Trafficking shall have the meaning given to it in Section 54 (12) of the Act.

In completing its obligations related to a Contract, all parties warrant that they will ensure that their employees, agents, suppliers or sub-contractors do not do anything which would infringe any relevant anti-bribery and anti-corruption laws, including but not limited to anything which may amount to an offence under the UK Bribery Act 2010.

16 LAW AND APPLICATION

These Conditions shall have precedence over any Conditions appearing on any quotation, acceptance form, delivery form, invoice or other document of letter emanating from the Supplier, and such conditions shall have no effect whatever except insofar as they are expressly accepted in writing by the Buyer.

The Contract shall be governed by and construed in accordance with English Law.

Nothing in these Conditions shall prejudice any condition or warranty (expressed or implied) or right or remedy, to which the Buyer is entitled in relation to the Contract by virtue of statute or common laws.

The rights and remedies conferred on the Buyer by these conditions are in addition to, and in no way in substitution for, any conditions warranties or other rights or remedies conferred on the Buyer or implied by law.

17 THIRD PARTY RIGHTS

Any person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of the Contract but this does not affect any rights or remedies of a third party which exist or are available apart from that Act.