

General Conditions of Purchase

1. SCOPE OF CONTRACT

- 1.1. The Contract does not constitute a contract for the exclusive provision of the Goods and Services and the Purchaser reserves the right to contract with other suppliers of such Goods and Services. The Purchaser shall purchase Goods and/or Services with an Order. Any Order issued by the Purchaser shall be deemed to incorporate these General Conditions unless otherwise expressly stated in the Order.
- 1.2. Subject to clause 1.3 below, the Contract constitutes the whole agreement between the Parties hereto with respect of the Goods and/or Services to be provided and supersedes all prior negotiations, representations or agreements related to the Contract, either written or oral. Each Party acknowledges that it has not relied on, and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the Contract. Nothing in this condition shall limit or exclude any liability for fraud or fraudulent misrepresentation. No amendments to the Contract shall be effective unless evidenced in writing and signed by the Parties. For the avoidance of doubt the Contract shall override any terms and conditions stipulated or referred to by the Supplier in any order letter or negotiation prior to and throughout the duration of the Contract and supersedes any prior conditions agreed between the Parties.
- 1.3. If the Order is issued in pursuance of a bespoke Telespazio UK Ltd. contract, or a sub-contract via a flow-down from a third party, including (but not limited to) the likes of UKSA, ESA, ECMWF, EUMETSAT, MOD, DEFRA, then these General Conditions relating to the Order are deemed as subservient to that bespoke contract or sub-contract, which will take precedent over these General Conditions.

2. THE ORDER AND ACKNOWLEDGEMENT

- 2.1. The Supplier agrees to sell and the Purchaser agrees to purchase the Goods and Services in accordance with the Contract. The Contract shall not include any of the Supplier's conditions of sale, notwithstanding reference to them in any document. However, should the Contract be held by a court of competent jurisdiction to include the Supplier's terms and conditions of sale then in the event of any conflict or apparent conflict these General Conditions shall always take precedence over the Supplier's terms and conditions of sale. Delivery of Goods and Services in response to an Order shall be taken to imply that the Supplier has accepted the terms and conditions of the Order.
- 2.2. The Purchaser will not be bound by any additional terms proposed by the Supplier on the Order Acknowledgement submitted by the Supplier.
- 2.3. The Purchaser shall not be liable for any Order, amendment or instructions to proceed with supply of Goods or Services unless authorised by the issue of the Purchaser's formal Order. Any variations to the Contract must be agreed in writing by the Parties and included in an amendment to the Order.
- 2.4. The Order will be accepted by the Supplier completing and returning the Order Acknowledgement within seven (7) days of the Order date.

3. INCLUSIONS IN CONTRACT

The Contract includes the cost of use of all plant, equipment and materials, third party software, labour, transportation and handling including packaging and all other items of whatever type and nature necessary for the proper execution of the Contract.

4. CONTRACT PRICE

The price of the Contract shall remain firm (non-revisable) and shall exclude VAT but is inclusive of all other taxes and fees for the duration of the Contract unless otherwise agreed in writing between the Parties. The price shall include storage, packing, insurance, royalties and licence fees, delivery, installation and commissioning (as applicable).

5. PAYMENT

- 5.1.1. The Purchaser will pay the Supplier for all Goods and Services within sixty (60) days from the date of the invoice, unless specified otherwise on the front of the Order after the last of the following to occur:
- 5.1.2. the Supplier has made physical delivery of the Goods accompanied by the appropriate paperwork and/or has completed the Services; or
- 5.1.3. the Purchaser is in receipt of a valid invoice.
- 5.2. The Purchaser shall have no obligation to pay any invoice submitted by the Supplier prior to the Contracted Delivery Dates(s).
- 5.3. Payments shall only be made in favour of the Supplier (and therefore cannot be made to bank accounts of any individual or legal person other than the Supplier) and in the country where the activities are performed or where the Supplier has its tax residence or registered office.
- 5.4. If any invoice is disputed, only the undisputed part will be paid by the Purchaser until the dispute is resolved. Unless otherwise agreed in writing between the Parties no progress payments will be made.
- 5.5. The Supplier may charge interest on all overdue amounts not disputed by the Purchaser at the rate of 3% above the Bank of England annual base rate applicable at the end of the day that payment falls due, such interest accruing from the first day on which payment is overdue until payment has been received in full by the Supplier.
- 5.6. Whenever any sums of money shall be recoverable from or payable by the Supplier to the Purchaser, they may be deducted from any sums then due, or which at any later time become due to the Supplier under the Contract or under any other Contract the Supplier may have with the Purchaser.
- 5.7. All payments made shall be without prejudice to the Purchaser's rights should the Goods or Services prove unsatisfactory or not in accordance with the Order.

6. DELIVERY OF GOODS AND SERVICES

6.1 SUPPLY OF SERVICES

- 6.1.1. The Supplier shall, at its own risk, for the duration of this Contract provide the Services to the Purchaser in accordance with the terms of the Contract.
- 6.1.2. The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Purchaser.
- 6.1.3. In providing the Services, the Supplier shall:

- (a) co-operate with the Purchaser in all matters relating to the Services, and comply (at no additional cost) with all reasonable instructions of the Purchaser;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Purchaser;
- (d) ensure that the Services and Deliverables conform with the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Purchaser;
- (e) save as agreed with the Purchaser in writing, provide all equipment, tools and vehicles and such other items as is required to provide the Services;
- (f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Purchaser, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences, consents and certifications and comply with all applicable laws and regulations; and
- (h) not do or omit to do anything which will or may cause the Purchaser to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Purchaser may rely or act on the Services.

6.2. The date for completion of the Services and/or delivery of the Goods shall be the Contracted Delivery Dates(s) or as otherwise agreed in writing between the Parties. Time shall be of the essence of the Contract unless otherwise stated. Goods shall be delivered to the Purchaser and packaged to protect from damage in transit and subject to INCOTERMS 2020 Edition, DAP Destination, where the destination is the delivery address specified on the Order. In the event that deliveries of Goods are made and/or Services satisfactorily completed in advance of the Contracted Delivery Dates(s) the Purchaser may accept the Goods or Services as per Condition 7 but payment shall always be in accordance with Condition 5.

6.3. **ADVICE NOTES & RELEASE CERTIFICATES (CERTIFICATES OF CONFORMANCE / COMPLIANCE)**

The Supplier shall provide certification that the Goods and Services delivered under the Contract have been tested and inspected and conform to all drawings and/or Order requirements. The Supplier must have objective evidence on file to substantiate the Certificate of Conformity / Compliance and such evidence must be available to the Purchaser for review. As a minimum Certificates of Conformity shall contain the following information:

- The Purchaser's part number, description and revision
- The Purchaser's Order number and Order item number
- Quantity of Goods supplied against the Order Number and item number
- Signature of authorised Supplier's representative
- Recommended shelf life and date of manufacture of items with a shelf life supplied against the Order shall be identified on the Supplier's delivery documentation.
- The serial numbers where it is a requirement of the Contract that the Goods are serialised

6.4. For all Goods and/or Services the Supplier shall:

- 6.4.1. Ensure that a Statement on Origin is recorded on any advice note, certificate of conformance and/or despatch documentation; and
- 6.4.2. Include information to support any export or import restrictions or regulations applicable and what, if any, regulatory controls apply to the Goods or Services to be supplied and these shall be recorded on the advice note/Certificate of Conformance/despatch documentation accompanying the Goods or Services. For Goods or Services supplied which contain material that is subject to United States International Traffic in Arms Regulations ("ITAR"), 22 CFR 120, the Supplier shall ensure that a statement of the precise US Munitions List category is recorded on the advice note/Certificate of Conformance/despatch documentation. The Supplier must also ensure that this statement is supported by a copy of the relevant US Export licensing documentation, an example of which might be a DSP-05 or its reference number recorded on the accompanying documentation. For Goods or Services supplied under the Export Administration Regulations ("EAR"), the full, relevant Export Control Classification Numbers ("ECCNs") shall be recorded on accompanying documentation.
- 6.5. The Supplier undertakes to notify the Purchaser in writing without delay of any change in circumstances which may delay delivery.
- 7. **ACCEPTANCE**
 - 7.1. Unless otherwise provided for in the Contract, acceptance shall take place within one (1) calendar month of delivery, or within one (1) calendar month of the Contracted Delivery Date whichever is later, at the Purchaser's place of business as specified in the Order (the "Acceptance Period"). If during the Acceptance Period the Goods and/or Services are found to not be in accordance with the Contract then the Purchaser may reject the Goods and/or Services and at the Supplier's cost, either return the Goods to the Supplier or obtain re-performance of the Services by the Supplier. If after the Acceptance Period the Purchaser has not rejected the Goods and/or Services, then the Purchaser shall be deemed to have accepted the Goods and/or Services.
 - 7.2. Where acceptance tests are specified in the Contract, acceptance of the Goods and/or Services shall be subject to completion of the acceptance tests to the satisfaction of the Purchaser. Unless otherwise stated, the Supplier shall give the Purchaser ten (10) Working Days' notice of the commencement of acceptance testing, together with a copy of the test procedure.
- 8. **RISK & TITLE**
 - 8.1. Risk in any Goods shall pass to the Purchaser upon delivery in accordance with Condition 6 above.
 - 8.2. Title to any Goods shall pass to the Purchaser upon acceptance in accordance with Condition 7 above, unless stage or advance payments have been made upon which time title shall pass to the Purchaser.
- 8.3. **TOOLS AND MATERIALS**
 - 8.3.1. The Supplier shall not acquire any legal or beneficial interest in any property supplied to it by or on behalf of the Purchaser (whether on free issue or loan) or paid for by the Purchaser and held by the Supplier for performance of work on the Contract.
 - 8.3.2. Any such property in the possession or control of the Supplier, shall be held at the Supplier's risk, stored and booked separately from other property, maintained at the

Supplier's expense in good and serviceable condition, clearly marked as "Telespazio UK Ltd property" and only be used by the Supplier for the performance of the Contract.

- 8.3.3. At the request of the Purchaser (which may be made at any time) or on completion of the Contract, such property issued to the Supplier shall, unless incorporated into the Goods or Services, be returned promptly to the Purchaser.

9. WARRANTY

- 9.1. The Supplier warrants that:

9.1.1. the Goods

- 9.1.1.1. correspond with their description and conform with the specification and or statement of work referenced in the Order;
- 9.1.1.2. are of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser, expressly or by implication, and in this respect the Purchaser relies on the Supplier's expertise, skill and judgment;
- 9.1.1.3. are free from defects in design, materials and workmanship;
- 9.1.1.4. comply with all applicable statutory and regulatory requirements and international carriage codes relating to the manufacture, labelling (including UKCA (UK Conformity Assessed) marking or CE marking as the case may be), packaging, storage, handling and delivery, by whatever means, of the Goods. Where the Goods are, or incorporate, dangerous goods or chemicals the Supplier shall diligently comply with its obligations hereunder and promptly provide all safety data sheets as required; and
- 9.1.1.5. are free of counterfeit, second hand and/or replica parts.

- 9.1.2. all Services will be provided with due care and diligence and using appropriately qualified personnel.

- 9.1.3. the Supplier shall ensure it has and will always retail all licences, permits, authorisations, consents and clearances necessary to perform its obligations under the Contract.

- 9.2. The Supplier shall ensure that the Purchaser receives the benefit of any third party warranty and guarantees in respect of any Goods transferred to the Purchaser.

- 9.3. Unless otherwise agreed in writing by the Parties the Supplier warrants that the Goods are delivered and the Services are performed duty free of all taxes and liens or other charges or encumbrances of whatsoever kind and all Goods are supplied free from any reservations or retentions of title.

9.4. LIABILITY FOR DEFECTS

- 9.4.1. Except for any latent defects, if at any time during twelve (12) months after acceptance of the Goods or completion of the performance of the Services it is discovered that the Goods or Services or any part thereof are defective in any way or do not conform with the warranties contained in Condition 9.1 then the Supplier shall

promptly and at its own expense repair or replace the defective Goods or re-perform Services.

- 9.4.2. The Purchaser shall within a reasonable period of time after any defect is discovered notify the Supplier in writing. This notice shall contain a description of how the defect manifests itself.
- 9.4.3. Any repair of Goods shall be effected at the Supplier's place of business unless the Parties agree that the defective Goods shall be repaired at the Purchaser's place of business.
- 9.4.4. Any re-performance of Services shall be in accordance with the relevant Order including for the avoidance of doubt any associated specification and or statement of work setting out the Purchaser's requirements for the Services.
- 9.4.5. The Supplier shall be responsible for the reasonable costs in dismantling and re-installation of the defective Goods from within the Purchaser's product, or the integration of the re-performed Services to the Purchaser's end product or service as the case may be.
- 9.4.6. Transport of parts, plant, equipment and materials and labour to and from the Purchaser's place of business or the Supplier's shall be to the Supplier's account and risk.
- 9.4.7. Defective Goods, which have been replaced by the Supplier, shall be placed at the disposal of the Supplier and shall be their property.
- 9.4.8. Should the defect be of such nature that its repair or re-performance cannot be postponed and/or the Supplier has failed to remedy the defect, the Purchaser may undertake the repair of the Goods or re-performance of the Services itself or engage a third party to do so on its behalf. Any such repair undertaken by the Purchaser or a third party shall not affect the Supplier's liability under the Contract and shall be undertaken at the Supplier's cost.
- 9.4.9. The Supplier shall be liable only for defects which appear under the condition of operation or performance as specified in the Contract and under proper storing, installation, maintaining and normal operation of the Goods or Services. The Supplier shall not be liable for fair wear and tear arising from normal use.
- 9.4.10. The warranty in Condition 9.1 shall apply to the Goods or Services or any part of them replaced or repaired in accordance with this Condition so that the warranty shall continue for the unexpired period of twelve (12) calendar months from the date of acceptance by the Purchaser of such replaced or repaired item of the Goods or Services.
- 9.4.11. If a breach of warranty by the Supplier causes any of the Goods or Services not to be available for the Purchaser's use within the warranty period for the Goods or Services then the warranty period for the Goods or Services shall be extended by the period during which they were not available for use by the Purchaser or their customer as the case may be.

9.5. **SOFTWARE WARRANTY**

- 9.5.1. Without prejudice to Condition 11, where software (including but not limited to open source software) is required to be supplied hereunder the Supplier warrants that the Purchaser has been provided with any conditions of use or licence terms relating to such software prior to the date of the Order. In the event that such conditions or

licence terms have not been provided the Supplier agrees to waive their application and the Supplier agrees to fully indemnify the Purchaser against all losses, claims, liabilities, damages, costs and expenses arising from the Purchaser's use of the software in contravention of any such conditions or licence terms. The Supplier warrants that the Supplier is the owner of the copyright or other intellectual property in such software to be supplied or has a valid licence from the owner of the copyright or intellectual property to sell or sub-licence the software to the Purchaser.

- 9.5.2. The Supplier warrants that any code provided in the Goods shall not contain any Harmful Code ("Harmful Code" shall mean any computer code or programming instructions that are intentionally constructed with the ability to damage or otherwise adversely affect computer programmes, data files or hardware without the agreement or intent of the user, and includes instructions known as worms and viruses). The Supplier shall ensure that it has written procedures designed to prevent any such a code being contaminated by Harmful Code, and will, upon request, make such procedures available to the Purchaser for review.

10. INDEMNITY AND INSURANCE

- 10.1. The Supplier shall indemnify the Purchaser against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Purchaser may incur either at common law or by statute in respect of personal injury or death of any person or in respect of any loss or destruction of or any damage to property (other than as a result or neglect of the Purchaser or of any person for whom the Purchaser is responsible) which shall have occurred in connection with any work executed by the Supplier under the Contract or shall be alleged to be attributable to some defect in the Goods.
- 10.2. An Order is given on the condition that (without prejudice to the generality of Condition 10.1) the Supplier shall indemnify the Purchaser against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which the Purchaser may incur either at common law or by statute in respect of personal injury or death of any person or in respect of any loss or destruction of or any damage to property (other than as a result or neglect of the Purchaser or of any person for whom the Purchaser is responsible) which shall have occurred while on the Purchaser's premises whether or not such persons are (at the time of such injury or deaths are caused) acting in the course of their employment.
- 10.3. The Supplier will indemnify the Purchaser against any and all loss, costs, expenses, and liabilities caused to the Purchaser whether directly or as a result of the action, claim or demand of any third party by reason of any breach by the Supplier of the Contract or obligations on the Supplier's part implied by law. This indemnity shall not be prejudiced or waived by any exercise of the Purchaser's rights under Condition 7.
- 10.4. The Supplier shall hold satisfactory insurance cover, where available, with a reputable insurer to fulfil the Supplier's insurance obligations for the duration of the Contract including public liability insurance cover of at least £10m (ten million pounds) together with any other necessary or prudent forms of insurance to provide appropriate coverage to support the Supplier's obligations under the Contract. The Supplier shall affect insurance against all those risks arising from the Supplier's indemnity in Condition 10.3. Satisfactory evidence of such insurance and payment of current premiums shall be shown to the Purchaser upon request. For the avoidance of doubt, absences of any appropriate form of insurance will not remove or impact any of the Supplier's obligation(s) to the Purchaser.

- 10.5. If the Purchaser permits sub-contracting under the Order, the Supplier shall ensure that any sub-contractors also maintain adequate insurance having regard to their obligations under the Contract.

11. INTELLECTUAL PROPERTY RIGHTS

- 11.1. The Intellectual Property Rights relating to the Services or their performance, the Goods or their manufacture, which were in existence prior to the formation of the Contract, shall remain the property of the owner of the Intellectual Property Rights. They may not without the prior written consent of the owner otherwise be used or copied reproduced transmitted or communicated to a third party, except as set out within the Contract.
- 11.2. The Intellectual Property Rights relating to the Services or their performance, the Goods or their manufacture arising out of the performance of the Contract shall vest solely and exclusively in the Purchaser unless otherwise specifically agreed in writing by the Parties, and the Supplier undertakes at its cost to do all acts and things (including execution of documents) as the Purchaser deems necessary to vest such Intellectual Property Rights in the Purchaser.
- 11.3. The Supplier hereby grants to the Purchaser a perpetual non-exclusive worldwide royalty-free licence to use the Intellectual Property Rights belonging to the Supplier or any of their sub-contractors or parties from which they have obtained the rights to use such rights contained in the Goods or provided under the Services for the purpose necessary to allow the Purchaser to fully utilise the Goods or Services provided under the Contract including without limitation fulfilling our obligations to the customer.

12. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 12.1. The Supplier shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with any claim made against the Purchaser for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Purchaser's use in any way of the Goods and or Services.
- 12.2. This indemnity shall not cover the Purchaser to the extent that a claim under it results from the Purchaser's negligence or wilful misconduct.
- 12.3. If any third party makes a claim, or notifies an intention to make a claim, against the Purchaser which may reasonably be considered likely to give rise to a liability under this indemnity (a "Claim"), the Purchaser shall:
- 12.3.1. As soon as reasonably practicable, give written notice of the Claim to the Supplier specifying the nature of the Claim in reasonable detail;
 - 12.3.2. Not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier; and
 - 12.3.3. Give the Supplier and its professional advisers access at reasonable times (on reasonable prior notice) to its premises and its officers, directors, employees, agents, representatives or advisers, and to any relevant assets, accounts, documents and records within the power or control of the Purchaser so as to enable the Supplier and its professional advisers to examine them and to take copies (at the Supplier's expense) for the purpose of assessing the Claim.

- 12.4. If any third party makes a claim, or notifies an intention to make a claim, against the Supplier which may reasonably be considered likely to have an impact on the Purchaser or any of the Purchaser's activities, the Supplier shall inform the Purchaser as soon as possible.
- 12.5. If a payment due from the Supplier under this Condition is subject to tax (whether by way of direct assessment or withholding at its source), the Purchaser shall be entitled to receive from the Supplier such amounts as shall ensure that the net receipt, after tax, to the Purchaser in respect of the payment is the same as it would have been were the payment not subject to tax.

13. FORCE MAJEURE

- 13.1. Neither Party shall be deemed in breach of the Contract or liable to the other for delay in performing its obligations, or failure to perform any such obligations, under the Contract, if the delay or failure results from an Event of Force Majeure provided that the affected Party:
- 13.1.1. promptly notifies the other Party, in writing, of the known or anticipated event which causes or may cause it;
 - 13.1.2. produces reasonable evidence of its occurrence;
 - 13.1.3. uses all reasonable endeavours to eliminate or minimise the delay and continues to fulfil its obligations to the extent that they are not affected by the Event of Force Majeure;
 - 13.1.4. recommences its full performance as soon as is reasonably possible following its cessation;
 - 13.1.5. gives notice of the cessation of any event previously notified to the other Party as likely to result in prevention or delay in execution of the Contract.
- 13.2. If a Party is affected by an Event of Force Majeure, it will use all reasonable endeavours to mitigate its effect. Neither Party will be entitled to any payment from the other Party for any costs or expenses incurred as a result of it.
- 13.3. If an Event of Force Majeure exceeds a continuous period of thirty (30) days, then the Purchaser shall have the right by written notice to the Supplier to terminate the Contract immediately without having any liability to the Supplier except in respect of that part of the Goods and/or Services already delivered to and accepted by the Purchaser prior to such termination.

14. TERMINATION

- 14.1. The Purchaser shall be entitled to terminate the Contract either in full or in part in the following circumstances:
- 14.1.1. Forthwith if the Supplier has abandoned the Contract or within five (5) Working Days after a written notification by the Purchaser if the Supplier has failed or refused to proceed with due diligence and expedition in the performance of the Contract;
 - 14.1.2. Forthwith if the Supplier commits any material breach of any term of the Contract and which breach shall not have been remedied within five (5) Working Days after a written request by the Purchaser to remedy the same;
 - 14.1.3. Forthwith if the Supplier enters into an arrangement with its creditors, shall become insolvent or shall have appointed a receiver or administrative receiver or shall be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (as amended from time to time) or other steps are taken for the winding up or putting

into bankruptcy of the Supplier or for the making of an administration or receiving order (otherwise than for the purposes of a solvent amalgamation or reconstruction). For the avoidance of doubt where the Supplier is based in a jurisdiction other than the United Kingdom and in the event that the Supplier undergoes or undertakes equivalent action in the Supplier's relevant jurisdiction then the provisions of this Condition 14.1.3 shall apply and the Contract shall terminate;

14.1.4. By the Purchaser without cause giving the Supplier one (1) calendar months' notice in writing. The Purchaser and the Supplier shall agree a fair and reasonable price for all work reasonably done and materials reasonably purchased by the Supplier for the purpose of carrying out work on the Contract up to the date of such cancellation in satisfaction of all sums due to the Supplier by the Purchaser under the Contract. The agreed price, together with any sums paid or due to the Supplier under the Contract before the effective date of termination shall not exceed the total price of the Goods or Services under the Contract and such payment shall be the Purchaser's sole liability in respect of the cancellation.

14.1.5. In the event the Supplier is acquired by or merged with any third party or undergoes a change of control, the Purchaser shall be entitled to suspend the performance of, or terminate, the Contract immediately (whether in whole or in part) without incurring any liability whatsoever except in respect of Goods or Services delivered to the Purchaser before the occurrence of the events listed in this Condition 14.1.5.

15. RIGHT OF ACCESS

Upon the Purchaser providing reasonable notice, the Supplier shall (and will procure that its sub-contractors shall):-

- 15.1. allow the Purchaser and persons authorised by the Purchaser (which may include the customer of the Purchaser or any regulatory bodies) access to the Supplier's premises (and those of its sub-contractors) as are being used to carry out work on the Goods and Services in order to inspect and audit the facilities, processes and procedures used in manufacturing the Goods or providing the Services;
- 15.2. provide adequate data to the Purchaser relating to progress of work on the Goods and or Services and their quality; and
- 15.3. provide all necessary assistance (including, where appropriate, access to office accommodation, telephone and a broadband connection) to enable the rights set out in this Condition 15 to be exercised fully.
- 15.4. While on the Supplier's premises the Purchaser shall adhere to the Supplier's health, safety and environmental policy and procedures and safety and security rules applying at the relevant site. Likewise if the Contract requires the Supplier to visit the Purchaser's premises then the Supplier shall ensure that the Supplier, the Supplier's employees, the Supplier's sub-contractors and their employees and any other person associated with the Supplier will adhere in every respect to the Purchaser's health, safety and environmental policy and procedures and safety and security rules applying at the relevant site.
- 15.5. At any point during the procurement process, the Purchaser may, at its own discretion, conduct an audit of the Supplier's cost in order to substantiate and finalise prices. In the event that Purchaser elects to conduct a cost audit, then the Supplier will be required to make available full cost documentation and support for any or all of the Supplier's price submittals.

16. QUALITY

16.1. QUALITY MANAGEMENT SYSTEM

The Supplier should hold, as a minimum, UKAS Accredited (or overseas equivalent,) ISO 9001 Certification. If any certification is held, any Contract shall be carried out in accordance with the scope of the Suppliers current registration (e.g. ISO 9001, AS9100). On request evidence of Certification (Certificate and Scope of Approval) will be supplied to the Purchaser.

16.2. CONTROL OF RECORDS/DOCUMENTATION

The Supplier shall generate and maintain records and data for all inspections and tests performed. The records and data generated shall be appropriate to the inspection and test operations performed and in sufficient detail to provide for complete verification and evaluation of operations. On request the records will be supplied to the Purchaser and no records will be destroyed without prior permission of the Purchaser.

These records may include, but are not limited to:

- Product and Goods Release certification; and/or
- Records and data relating to validation, testing and inspection such as test certificates, route cards, or batch records that detail product serial numbers and are required for traceability purposes.

The Supplier shall retain records of all inspections and tests for a minimum of six (6) years from completion of the Contract unless otherwise agreed in writing by the Purchaser.

16.3. TRACEABILITY

Part, Material, Equipment or Raw Material Traceability

Unless otherwise specified in the Order, the Goods and Services supplied against the Contract require full traceability of code generation, software tools, parts, materials, equipment's or raw materials from the time of receipt through delivery of the finished article as follows.

16.3.1. Part or Material Traceability to the original component manufacturer is required from the Supplier as follows:

- 16.3.1.1. For parts or materials from the original part or material manufacturer, the Purchaser requires traceability to the original component manufacturer including both date and lot code information.
- 16.3.1.2. For parts or materials from the original part or material manufacturer purchased via the authorised / franchised distributor or agent, the Purchaser requires traceability to the original component manufacturer.
- 16.3.1.3. For parts or materials procured from routes other than from Conditions 16.3.1.1 and 16.3.1.2 above then Supplier shall provide full traceability as in Condition 16.3.1.2 above. However where this is not possible then all necessary steps shall be taken to ensure parts or material provenance in accordance with Condition 16.3.4. For parts or materials other than electro-mechanical, electronic or electrical categories such as (but not exclusive to) turned parts, cast parts, machined parts, formed parts, moulded parts, extruded parts, then these materials shall have traceability as contained in Condition 16.3.3 below.

16.3.2. Equipment Traceability.

For equipment such as (but not exclusive to) printed circuit assemblies, power supply units, other electro-mechanical, electronic or electrical assemblies, the Supplier shall make available on request full traceability to the original component manufacturer of the parts that are assembled into the equipment as a constituent part including both date and lot code information.

16.3.3. Raw Material Traceability

is required to the physical and chemical analysis of the raw material from the raw material manufacturer and or its appointed agent/distributor.

16.3.4. The Supplier may only purchase items directly from Original Component Manufacturers (OCMs), OCM authorised (i.e. franchised) distributors, or authorised (i.e. franchised) aftermarket manufacturers. Use of items that were not provided by these sources is not authorised unless first approved in writing by the Purchaser. The Supplier must present compelling support for its request for the Purchaser's approval (e.g., OCM documentation that authenticates supply chain traceability of the parts to the OCM) and include in its request all actions to ensure the items thus procured are new, unused and authentic items.

16.4. DEVIATIONS/CONCESSIONS

All deviations from the requirements of the Order are to be referred to the Purchaser's procurement department for approval, and if approved shall be authorised by the Purchaser in the form of an Order amendment prior to delivery of the Goods or Services. It is essential that pre-approved deviations/concessions are recorded on all delivery paperwork.

16.5. CONFIGURATIONAL CONTROL

The Supplier will establish and control the configuration of their documents such as drawings, specifications, data sheets, plans and procedures necessary to design, manufacture, test, inspect and deliver Goods or Services to the configuration package supplied by the Purchaser. There shall be no changes or deviations to the contractually agreed Purchaser configuration package without written approval by an amendment to the Order from the Purchaser.

16.6. CONTROL AND MONITORING OF MEASURING DEVICES

Test equipment shall have its performance and calibration verified for all parameters detailed in its manufacturer's published performance/calibration specification, against measurement standards traceable to national or international standards, UKAS or overseas equivalent accreditations. Calibration shall be carried out in accordance with a UKAS Accredited (or overseas equivalent,) ISO 17025 Certification

At the request of the Purchaser the Supplier or the Supplier's sub-contractors or suppliers as the case may be, shall provide a calibration certificate and test report showing all test results including an estimate of the uncertainty of measurement.

16.7. ENVIRONMENTAL CONTROL

The Supplier shall meet their regulatory approvals regarding environmental compliance in accordance with ISO14001 or an equivalent environmental standard.

16.8. AUDITS

It is a condition of the Contract that the Purchaser's quality assurance authority reserves the right to conduct audits of the Supplier to confirm compliance with the quality conditions of the Contract. In addition the Supplier shall ensure that persons doing work under the Suppliers control are aware of and fully comply with the requirements necessary to ensure product or service conformity and product safety.

16.9. FOREIGN OBJECT DAMAGE

If applicable, the Supplier shall develop and maintain a Foreign Object Debris/Damage ("FOD") prevention programme for manufacturing areas. Aerospace Standard 9146 (AS9146) should be used as a guideline.

- 16.9.1. The Supplier shall ensure timely removal of contaminants/residue/debris generated, if any, during manufacturing operations.
- 16.9.2. The Supplier shall ensure tooling, jigs, fixtures, and test or handling equipment are maintained in a state of cleanliness and repair sufficient to prevent FOD.
- 16.9.3. The Supplier shall maintain work areas and control tools, parts and materials in a manner sufficient to preclude the risk of FOD incidents. The Supplier shall document and investigate each FOD incident and ensure elimination of the root cause of each such incident.
- 16.9.4. By delivering Items to the Purchaser, the Supplier shall be deemed to have certified to the Purchaser that such Items are free from any foreign materials that could result in FOD.

16.10. DELEGATED VERIFICATION OF PURCHASED PRODUCT

- 16.10.1. Suppliers shall conduct verification of the Goods on the Order(s) on behalf of the Purchaser.
- 16.10.2. Suppliers authorised to perform delegated verification shall:
 - Maintain copies of all documents associated with shipments on file for a period of six (6) years (or otherwise as declared within the Order and/or associated documentation) from the last delivery. The Purchaser must be notified prior to disposal of any documentation associated with deliveries of product to the Purchaser.
 - Submit all known nonconforming conditions to the Purchaser's procurement representative for review, disposition, and authorisation to ship.
 - Provide confirmation of the receipt of the Goods and the results of the agreed verification activities
 - Comply with all Purchaser instructions regarding the return and/or disposal of any not conforming Goods

16.11. NON-CONFORMING MATERIAL

The Supplier shall have documented processes in place for the identification, evaluation, control, segregation and disposition all material that does not conform to Contract requirements. The Purchaser shall be made aware of any non-conforming material and none shall be delivered to the Purchaser unless approved concessions or permits have been issued by the Purchaser and are recorded on an Order amendment.

17. COUNTERFEIT GOODS

17.1. For the purposes of this Condition 17:

17.1.1. "Suspect Counterfeit Goods" means material, component, part, assembly, sub-assembly, product and any other item forming part of the Goods (together referred to as "Items" and separately as "Item") in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the Supplier or their sub-contractor or the ultimate manufacturer if different and may meet the definition of Counterfeit Goods below;

17.1.2. "Counterfeit Goods" means Suspect Counterfeit Goods that is a copy or substitute made without legal right or authority or one whose material, performance, Identity or characteristics are misrepresented by a supplier in the Supplier's supply chain; and

17.1.3. "Identity" means information including but not limited to the original manufacturer, trademark or other intellectual property, part number, date code, lot number, applied testing methods and the results, inspection performed, documentation, warranty, origin, alterations, tampering, salvage, recycling, ownership history, packaging, physical condition and previous use or rejection.

17.2. The Supplier warrants that Counterfeit Goods shall not be supplied to the Purchaser or installed in the Purchaser's products by the Supplier.

17.3. The Supplier warrants that only new, unused and authentic Items shall form part of the Goods and shall be supplied to the Purchaser.

17.4. If Counterfeit Goods or Suspect Counterfeit Goods are furnished under the Contract such Goods shall be impounded. The Supplier shall promptly replace such Goods with Goods acceptable to the Purchaser and the Supplier shall be liable for all costs relating to impoundment, removal and replacement. The Purchaser may notify and turn Counterfeit Goods over to Government authorities for investigation and the Purchaser reserves the right to withhold payment pending the results of the investigation.

17.5. This Condition 17 applies in addition to any quality provision, specification, and statement of work or other provision included in the Contract addressing the authenticity of Goods. To the extent that such provisions conflict with this Condition, this Condition shall prevail.

17.6. The Supplier shall include all provisions of this Condition 17, including this sentence, in all lower tier contracts under the Contract. Any inability or unwillingness of a lower-tier supplier to comply with this provision shall be documented in writing and submitted immediately to the Purchaser.

18. INDUCEMENT AND ETHICS

18.1. The Supplier is fully aware of the provisions of the UK Bribery Act 2010 (the "Bribery Act") and has committed to comply fully with the Bribery Act and will not enter into any contract or arrangement which involves any act or omission anywhere in the world which breaches the Bribery Act. Whether acting alone or with others the Supplier undertakes that it will not do or omit to do anything which constitutes an offence (whether or not the Supplier can be prosecuted) under the Bribery Act.

18.2. The Supplier is fully aware that none of its employees or associated persons engage in any activity, practice of conduct that would constitute an offense under of the provisions of s.199 of the Economic Crime and Transparency Act 2023, the Failure to Prevent Fraud. The Supplier shall fully comply with all applicable laws and regulations and shall not engage in any activity which may be held to be fraud under UK Law, including without limitation:

- 18.2.1. Fraud by false representation;
 - 18.2.2. Fraud by abuse of position;
 - 18.2.3. Fraud by failing to disclose information;
 - 18.2.4. False accounting;
 - 18.2.5. Cheating the public revenue;
 - 18.2.6. Participating in fraudulent trading
- 18.3. The Supplier shall maintain an Ethics and Compliance Programme which includes a written code of conduct, and ethical policies and standards equivalent to the Purchaser's own, including but not limited to the Anti-bribery and Corruption, Conflict of Interest and Gifts and Hospitality Policies, The Supplier shall also ensure that all employees receive appropriate training and awareness on these policies and the Ethics and Compliance programme.
- 18.4. The Purchaser requests that the Supplier confirms that they have in place adequate and reasonable procedures to prevent bribery and fraud which includes an effective anti-bribery and fraud programme ("Ethics and Compliance Programme") in place which is complied with. The Supplier shall, upon written request, make available for inspection records relating to its Ethics and Compliance Programme, but any inspection or non-exercise of the right to inspect, shall not relieve the Supplier of its obligations nor, by doing so, shall the Purchaser be considered to condone the Supplier's activities.
- 18.5. The Purchaser reserves the right to terminate the Contract in the event that:
- 18.5.1. The Supplier does not allow the Purchaser to review records relating to its Ethics and Compliance Programme;
 - 18.5.2. The Purchaser in its reasonable belief considers that the Supplier's Ethics and Compliance Programme is insufficient; or
 - 18.5.3. The Supplier is, or is likely to be, prosecuted under the Bribery Act, the Economic Crimes and Corporate Transparency Act 2023 or any other similar anti-bribery and corruption legislation in other countries.
- 18.6. The Supplier shall immediately inform the Purchaser if it is aware of, or becomes aware of, any of the following:
- 18.6.1. Any act of dishonesty including without limitation any deliberate omissions, contained in any information provided either to the Company or the Purchaser, or in any way relating to this Agreement, which may constitute an offense under the Economic Crime and Corporate Transparency Act 2023.
 - 18.6.2. A business relationship of any kind, other than the one relating to the provision of Goods and Services under cover of an Order, between the Supplier or any of its employees and the Purchaser.
 - 18.6.3. Any current Supplier employee having been previously been employed by the Purchaser.
 - 18.6.4. Any current Supplier employee that has immediate family members in the employ of the Purchaser.

19. TRADE COMPLIANCE

- 19.1. The Goods or Services may be exported or re-exported by the Purchaser.
- 19.2. The Supplier warrants that it has obtained all necessary export approvals for the provision of the Goods and Services to the Purchaser, its customer and end user customer.
- 19.3. The Supplier agrees to notify the Purchaser if any Goods or Services deliverable under the Contract are restricted by export control laws or regulations. Notification shall be provided at the earliest opportunity but no later than preparation of the first delivery. Notification shall include details of the export control regulations including specific controls and any provisos the Purchaser needs to be made aware of that are governing the Goods or Services to be provided.
- 19.4. The Supplier further agrees to comply with all applicable export control laws and regulations of Manufacturer countries relating to the importation and/or exportation of Goods or Services to be supplied, specifically including but not limited to the requirements of the European control laws and regulations, Arms Export Control Act, 22 USC.2751-2794, ITAR, and the EAR ; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, the Supplier agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to Supplier or Supplier's lower tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.
- 19.5. For non-UK manufactured/supplied Goods and/or Services, and where the Supplier is not UK based the Supplier shall act as the Exporter of Record from the Manufacturer/Supplier country. These responsibilities include but are not limited to ensuring that export licenses, documentation, and processes required by local laws and regulations are followed. For example obtaining any licenses certification and authorizations to export a commodity before exporting to the destination country, filing of Customs and any other specific declarations with various government agencies and the payment of any duties and/or taxes applicable upon exportation.
- 19.6. For orders with non-UK Suppliers, where the Purchaser is acting as the Importer of Record into the UK, the Supplier shall in advance of the shipment of Goods and/or Services provide the Purchaser with information about the shipment. This information to include as a minimum the details of the legal entity and full address of the Exporter of Record, name and contact details in the event of a query, commercial invoices (containing details about the goods, reason for shipment, any controls and the value for Customs), packing slips etc. for the goods that are to be shipped, to allow information to be checked prior to shipment and aid efficient clearance on arrival
- 19.7. For orders placed with UK Suppliers, the Supplier shall act as Importer of Record into the UK. The Supplier will be directly responsible for ensuring import documentation and processes required by local laws and regulations are followed; including but not limited to making the appropriate Customs declarations on the purpose of the incoming Goods, checking incoming paperwork and authorising the import into the recipient country, filing specific declarations with various government agencies and the payment of any duties and/or taxes applicable upon importation.
- 19.8. The Supplier shall provide the Purchaser with copies of all export licenses to ensure that the Purchaser can comply with any export control conditions. This information should be provided to the Purchaser prior to despatch of the Goods or Services.

- 19.9. For each delivery, Supplier shall notify the Purchaser of the country of origin of the Goods or Services and the relevant export constraint for items/goods supplied which contain material subject to EAR, or ITAR. The Supplier shall ensure that statements regarding export constraints are recorded on the advice note/Certificate of Conformance/despatch documentation.
- 19.10. In the absence of notification or marking on accompanying documentation, the Supplier warrants that no restriction exists in respect of any Export Regulation, including but not limited to the US ITAR or US EAR or any other US or non-US Government Regulations preventing such export or re-export by the Purchaser.
- 19.11. The Supplier shall immediately notify the Purchaser procurement representative if the Supplier is or becomes aware of any of the following:-
- 19.11.1. That Supplier has been or becomes listed in any denied parties list or if their export privileges are otherwise denied, suspended or revoked in whole or in part by any government entity or agency; The Supplier's obligations under this Condition shall survive the expiration or termination of any Order placed.
- 19.11.2. Any of the Export related information the Supplier has provided to the Purchaser on any Goods or Services supplied have changed. Notice of this change in circumstances must be made to the Purchaser immediately it becomes known to the Supplier. Supplier will provide the Purchaser with revised and updated information and appropriate documentation to support this change.
- 19.12. Where the Supplier is a signatory to a United States export license or export agreement (e.g., Technical Assistance Agreement (TAA), Manufacturing Licensing Agreement (MLA), Warehouse Distribution Agreement (WDA)), the Supplier shall provide prompt notification to the Purchaser procurement representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. government investigation, that could affect the Supplier's performance under the Contract.
- 19.13. The Supplier shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including legal fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of the Supplier, its officers, employees, agents, suppliers, or sub-contractors at any tier, in the performance of any of its obligations under this Condition.

Additional Condition for US Suppliers

- 19.14. If the Supplier is engaged in the business of either exporting or manufacturing (whether exporting or not) defence articles or furnishing defence services, the Supplier represents that it is registered with the Directorate of Defence Trade Controls as required by the ITAR and that the Supplier maintains an effective export/import compliance program in accordance with the ITAR regulations.

20. CONFIDENTIALITY AND PUBLICITY

- 20.1. Each Party agrees to treat as confidential and not to use or disclose to any third party any information disclosed by one Party to the other Party in connection with the Contract without the prior written consent of the disclosing Party and only to use such information to the extent reasonably necessary for the proper performance of the Contract. Notwithstanding the foregoing, the Purchaser shall be entitled to disclose confidential information received from the Supplier to the Purchaser's customers where necessary to comply with its obligations to such customer(s).

- 20.2. The Supplier shall not make any statements or public release for publicity or marketing purposes without the Purchaser's prior written permission.

21. ASSIGNMENT, SUBCONTRACTING AND SIGNIFICANT CHANGE

- 21.1. The Supplier shall not assign the Contract in whole or in part, or sub-contract, or permit any sub-contractor to sub-contract, any or all of the manufacture of the Goods or performance of the Services without the prior written consent of the Purchaser, such consent not to be unreasonably withheld.
- 21.2. Suppliers using sub-contractors shall either have their systems to control sub-contractors approved by the Purchaser or an external certification body. Should the Supplier's system be approved to control the subcontractors, the Supplier shall have records of this approval on file and available for review by the Purchaser's quality representative. Approval of sub-contractors by the Purchaser does not relieve the Supplier of the responsibility for assuring that work performed by sub-contractors is in accordance with the requirements of the Contract.
- 21.3. The Supplier shall give the Purchaser not less than one hundred and eighty (180) days prior written notice (in reasonable detail) of any organisational, operational or other changes which may affect the Supplier's performance of the Contract, including but not limited to:
- 21.3.1. the relocation of any of the Supplier's plant which is involved in the manufacture or supply of the relevant Goods;
 - 21.3.2. the transfer of any significant part of the relevant process or manufacturing operations from one plant to another;
 - 21.3.3. any significant changes to or affecting the workforce employed in relation to the relevant Goods and/or Services; and/or
 - 21.3.4. the refusal, suspension, withdrawal or revocation of a relevant quality or capability system or approval

Prompt notice shall be given in respect of Condition 22.3.2 and/or Condition 22.3.3 as soon as the Supplier has notice thereof, all of the above matters being referred to as a "Significant Change".

- 21.4. Upon receipt of such notice the Purchaser will review the likely effect(s) of any Significant Change(s) upon the performance of the Contract. The Supplier shall promptly provide all reasonable assistance to the Purchaser in carrying out the review and shall address the Purchaser's concerns arising therefrom.
- 21.5. The Purchaser is entitled to suspend all or any work on a Contract for a reasonable period of time without liability to the Purchaser if it considers that a Significant Change has or is likely to have a material effect on any contractual requirement (a "Material Impact"). Also, at any time during or after it's said review the Purchaser may notify the Supplier in writing of the reason(s) it considers the Significant Change to have or be likely to have a Material Impact. The Purchaser may terminate (without liability or prejudice to rights under the Contract or rights of law) the Contract forthwith if the Supplier fails to i) demonstrate (within thirty (30) days of such notification) to the Purchaser's satisfaction that the Significant Change does not and/or will not have a Material Impact, or ii) conclude (in such period) alternative arrangements acceptable to the Purchaser.
- 21.6. The Supplier hereby acknowledges and agrees, as of now, that the Purchaser may assign or transfer this Agreement to any entity resulting from or benefiting from any merger, demerger, contribution, transfer of a business or business unit, as well as from any change in the direct or indirect control of the Purchaser or of the companies belonging to its group, including

transactions carried out for the purpose of the establishment of, or the transfer to / integration of space activities within, the project promoted by Leonardo S.p.A., Thales S.A. and Airbus SE, conventionally referred to as “Bromo”, and the consequent incorporation of a new joint venture (the “Transaction”).

Such transfers, contributions or changes of control – including any interim intragroup steps functional to the closing of the Transaction – shall not require any prior consent or authorization from the Supplier.

Without prejudice to the fact that the transferee shall fully assume all rights and obligations arising under this Agreement, the Purchaser shall be solely required to provide written notice of the effectiveness of the Transaction within 30 days from its completion.

It is further expressly agreed that any such transfers, contributions, reorganizations or changes of control – including interim intragroup steps functional to the closing – shall in no event constitute grounds for termination, withdrawal, or modification of the economic or contractual terms agreed herein.

22. OFFSET

- 22.1. The Parties agree that the entire value of the Contract may be used by the Purchaser to claim offset credit. Allocation of any offset credits arising from any order against obligations owned by the Supplier to a third party shall only take place following the Purchaser’s prior agreement in writing.
- 22.2. For all offset claims the Supplier agrees to work with the Purchaser to identify offset qualifying content and to support the verification process with the national offset authority in the applicable country.
- 22.3. The Supplier shall, on acceptance of each individual Order, inform the Purchaser regarding any significant sub-contracts required to support the execution of any Order which have or will be let to companies based in or with operations in the following countries:
- Australia, Canada, Denmark, Finland, India, Indonesia, Israel, South Korea, Kuwait, Malaysia, Poland, KSA, South Africa, Spain, Switzerland, Turkey, UAE.
- 22.4. On request by the Purchaser, the Supplier shall assist the Purchaser in registering this order with the appropriate bodies as a satisfactory offset.

23. SECURITY

- 23.1. Where a security classification appears in the Order the Supplier shall at all times comply with the relevant security procedures for handling classified information including those contained in any Security Aspects Letter (SAL) issued by the Purchaser’s Security Officer, and signed by the Supplier, which shall form part of the Contract.
- 23.2. The Supplier shall ensure that any of its employees, agents or sub-contractors (to whom information shall only be given in support of the preparation or furtherance of the Contract) are made aware of the security conditions appertaining to the Contract and accept that they are subject to the security procedures notified on the Order or in operation at the Purchaser’s sites.
- 23.3. For projects which the Purchaser has identified as including classified information, the Supplier must not subcontract any work in furtherance of an applicable Order without prior written agreement from the Purchaser.
- 23.4. Where specified, the provisions of the National Security Act 2023, the Official Secrets Acts 1989 [A guide to the National Security Act 2023 for security professionals \(accessible\) - GOV.UK](#) and any amendment thereto shall apply to the Contract. The Supplier shall procure

that any of its employees, sub-contractors or agents have the correct security clearances and are notified of the security classification of any information and accept that they are subject to the security procedures in operation while at the Purchaser's, customer's and end user of the ultimate items that contain the Good's sites.

- 23.5. In cases where the Contract requires the Supplier to have access to HMG Classified Information, unescorted access to the Purchaser facility or Purchaser network credentials, the Supplier shall ensure that any of its employees, or sub-contractors have the correct level of security clearance, ensure its validity and adhere to restrictions applied. The Supplier shall ensure that pre-vetting screening and pre-employment checks have been conducted in line with the UK Cabinet Office HMG Baseline Personnel Security Standard policy [UK Government Baseline Personnel Security Standard - Version 7.0 - June 2024 \(HTML\)](#) - GOV.UK. The Supplier shall maintain responsibility for ongoing personnel security and security clearance maintenance, in accordance with The [Cabinet Office policy for Industry Personnel Security Assurance \(IPSA\)](#) (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991032/IPSA_Policy_May_2021.pdf), The Supplier shall manage the Personnel Security Standards, as per the [IPSA Personnel Reliability Framework](#) (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/991025/20210519-IPSA_PRF_Guide-Web.pdf) and GovS007.

Where the Supplier does not have the ability to sponsor National Security Vetting and the Purchaser is required to perform and/or sponsor vetting for the Suppliers' employees or sub-contractors, the Supplier shall:

- Ensure the eligibility of proposed vetting candidates in line with the Contract requirements;
- Provide all information requested by the Purchaser, including the collation of supplementary vetting paperwork for submission;
- Provide a relevant HR or Security person of contact;
- Ensure their employee supports any Security Appraisal activity when requested.

In all instances, the Supplier shall for all relevant personnel:

- Ensure employees or sub-contractors have the Right to Work in the UK;
- Inform the Purchaser of any expired security clearance;
- Inform the Purchaser of any security clearance restrictions, including downgrade or withdrawal;
- Inform the Purchaser of any [Changes to the Personal Circumstances](#) as defined in (<https://www.gov.uk/government/publications/change-of-personal-circumstances>)
- Inform the Purchaser of all personal travel to countries advised by the Purchaser from time to time, for the duration of the security clearance.

24. SAFETY STANDARDS

- 24.1. For all Goods which by law must bear a "CE", "UKCA" (UK Conformity Assessed) or other similar marking and or labelling, the Supplier shall unless stated otherwise provide a declaration of conformity, material and test certification which shall accompany delivery of the Goods. In addition, the Purchaser shall, at its sole discretion, have reasonable access at all reasonable times to the Supplier's technical files relating to the Goods.
- 24.2. The Supplier shall ensure that the Goods comply with all applicable statutory and regulatory requirements and international carriage codes relating to the manufacture, labelling (including CE marking), packaging, storage, handling and delivery, by whatever means, of the Goods. Where the Goods are, or incorporate, dangerous goods or chemicals, the Supplier shall diligently comply with its obligations hereunder and promptly provide all material safety data sheets and all the applicable declarations as required (such as REACH, RoHS, etc).

25. CHANGES IN LEGISLATION

- 25.1. The Parties expressly agree that any reference to EU legislation contained in the Contract shall be deemed to include its UK equivalent and/or any supplementary law or regulation in respect thereof brought into effect in the UK.
- 25.2. Where either Party has reasonable grounds to believe that the UK legislation differs from its EU antecedent in such a manner as to materially impact their rights and/or obligations under the Contract, said Party shall issue a notice in writing to the other. Upon receipt of such notice the Parties shall negotiate in good faith, including without limitation reasonable and timely decision making and proactive disclosure of relevant information, and mutually agree in writing such amendments as may be necessary for the continued operation of the Contract. If no agreement is reached within twenty (20) Working Days then the Parties shall either continue the Contract or the Purchaser may exercise such rights of termination as are contained herein.

26. BUSINESS CONTINUITY PLANNING

- 26.1. The Supplier on request by the Purchaser will provide the Purchaser with a copy of the Supplier's current business continuity plan. Where no Supplier business continuity plan exists, the Purchaser may request the Supplier to engage in activities with the Purchaser to achieve an acceptable level of business continuity planning, management, and maturity.

27. SUSTAINABILITY

- 27.1. The Purchaser shall regularly assess the sustainable development implications of its policy and practice. As such, sustainable procurement will consider: the environmental, social and economic consequences of design; non-renewable material use; manufacture and production methods; logistics, service delivery; use; operation; re-use; recycling options; disposal and the Supplier's capability to address these consequences throughout the supply chain.
- 27.2. The Purchaser shall embed the principles of sustainability within its procurement activities to ensure that, in all cases, a balanced consideration of social, ethical, environmental and economic impacts are undertaken throughout the procurement process resulting in only value for money products and services being selected, and upon reasonable notice the Supplier shall comply with the same.

28. WAIVER

- 28.1. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either Party under or pursuant to the Contract shall constitute a waiver by the Party of that or any other right, power or remedy. No single or partial exercise of such right, power or remedy shall preclude or restrict the further exercise of that or any other right, power or remedy.

29. NOTICES

- 29.1. Any notice required to be given hereunder shall be deemed to have been properly given by a Party if sent by prepaid mail to the other Party at the other Party's representative and address specified in the Order. Notices under this Contract shall be in writing in the English language and shall be deemed validly given if delivered by hand, post (recorded delivery with proof of posting or in the case of a notice to be sent overseas by registered airmail) and marked for the attention of the person stated (or at such other address and/or marked for the attention of such other person as each Party may notify to the other Party from time to time in accordance with this Condition). Such notices shall be deemed to have been received, if delivered by hand, at the time of delivery, in the case of a notice sent by post as above, seventy two (72) hours after the date of posting, and in the case of e-mail when a receipt acknowledgement has been received by the sender.

30. THIRD PARTY RIGHTS

- 30.1. A person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 and any subsequent amendments thereto, to enforce any term of the Contract.

31. MODERN SLAVERY ACT

- 31.1. The Supplier undertakes not to purchase any Goods or Services or raw materials that have been sourced from manufacturers or service providers using forced labour in its operations or practices in accordance with the Modern Slavery Act 2015.
- 31.2. The Supplier shall:
- 31.2.1. comply with the Purchaser's anti-slavery policy in force;
 - 31.2.2. comply with all applicable laws, statutes and regulations relating to the anti-slavery, servitude, forced and compulsory labour and human trafficking, including but not limited to the Modern Slavery Act 2015;
 - 31.2.3. promptly report to the Purchaser any actual or suspected slavery, servitude, forced and compulsory labour or human trafficking in its supply chain which has a connection with the Contract and any breach, or potential breach, of the Purchaser's Anti-slavery Policy;
 - 31.2.4. maintain a complete set of records to trace the supply chain of all Goods or Services provided to the Purchaser in connection with the Contract.
- 31.3. The Supplier shall ensure that any person associated with it that is performing Services or providing Goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Condition.

32. CONTINUITY OF SUPPLY

- 32.1. For the duration of these General Conditions and any extensions thereto, the Supplier undertakes to maintain a capability to accept future Orders from the Purchaser to provide further quantities of the Goods and Services supplied under these General Conditions
- 32.2. In the event that the Supplier decides to discontinue the manufacture or the capability to manufacture any of the Goods and Services supplied under these General Conditions, the Supplier shall give at least twelve (12) months written notice to the Purchaser of the Supplier's intention to do so. All Order(s) placed by the Purchaser prior to the date of receipt of notice under Condition 34.2 and relating to the Goods and Services to be discontinued shall be honoured and executed in full in accordance with their terms. Should the Purchaser require the Supplier to manufacture against additional new Orders for the Goods and or Services which the Supplier wishes to discontinue manufacture of, the Purchaser shall endeavour to place such Orders within six (6) months of the date of receipt of the Supplier's notice under this Condition, and the Supplier shall complete such Orders.
- 32.3. In the event that the Supplier gives notice under Condition 34.2 hereto or otherwise gives notice of its intention to discontinue the manufacture or the capability to manufacture the parts previously supplied, the Supplier will fully support the Purchaser to secure a new source of supply in the following ways. The Supplier will, upon the Purchaser's request received by the Supplier within sixty (60) days of the notice of discontinuation, assist the Purchaser to obtain an alternative source of supply for the Goods and Services previously supplied by furnishing such technical information as necessary on fair and reasonable terms. The Supplier shall

grant to any alternative Supplier a royalty free licence or licences under any of the Supplier's applicable patents and/or designs funded by the Purchaser, to manufacture the said Goods and Services for the demands of the Purchaser and deliver under the Contract. The Supplier shall use its best endeavours to secure from the alternative source the same conditions such as price, delivery, quality and lead times no less favourable to that covered in previous Contracts.

33. OBSOLESCENCE

- 33.1. The Supplier must notify the Purchaser in writing without delay of any actual or potential obsolescence issues affecting potential Contracts that it identifies from time to time, such notice to include complete and accurate details of: (a) the obsolescence issue identified; (b) its impact on the performance of the potential Contract; and (c) any actions that could be taken in mitigation (including the cost of such actions).
- 33.2. All relevant non-recurring and extra-recurring costs, if any, resulting from obsolescence issues during the performance by the Supplier of the Contract shall be fully borne by the Supplier.

34. CYBER SECURITY

- 34.1. The Supplier warrants and represents that the Supplier has implemented appropriate procedures in accordance with recognised international security standards with regard to protection of the Supplier's IT System. Such standards to be as a minimum Cyber Essentials Plus or equivalent.
- 34.2. In the event that any Purchaser information is compromised or is subject to a data breach then the Supplier shall advise the Purchaser within seventy two (72) hours of occurrence.
- 34.3. Where the Supplier sub-contracts work under the Contract the provisions of this Condition shall be flowed down to the sub-contractor.
- 34.4. The Purchaser shall have the right to periodically conduct reviews of the Supplier's Cyber Security practices in accordance with Condition 15.

35. JURISDICTION AND LAW

- 35.1. The validity, construction and interpretation of the Contract and all non-contractual obligations associated therewith shall be governed by the laws of England.
- 35.2. All disputes arising out of or in connection with the Contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. It is recognised that when dealing with US Government Contracts either direct or through Prime Contractors that any disputes involving the U.S. Government shall be governed solely by U.S. Federal Law and heard only before proper contract boards and/or courts
- 35.3. The arbitration shall be conducted in English and the seat of the arbitration shall be London.
- 35.4. Unless the parties expressly agree in writing to the contrary, the parties undertake to keep confidential all awards in their arbitration, together with all materials in the proceedings created for the purpose of the arbitration and all other documents produced by another party in the proceedings not otherwise in the public domain - save and to the extent that disclosure may be required of a party by legal duty, to protect or pursue a legal right or to enforce or challenge an award in bona fide legal proceedings before a state court or other judicial authority.
- 35.5. This Condition 35 is governed by the laws of England.

- 35.6. For the avoidance of doubt nothing contained herein shall prevent either Party from seeking equitable or injunctive relief from any court of competent jurisdiction.
- 35.7. Additional Condition applicable to US Government acquisitions
- 35.8. Except as may be expressly set forth in this Terms and Conditions document, with the Government Contracting Officer's express consent, the sub-contractor shall not acquire any direct claim or direct course of action against the U.S. Government

36. PURCHASER FUNDED MATERIAL

- 36.1. Where the Purchaser issues material and/or equipment ('hereunder called material') free of charge to the Supplier or authorises the purchase of material for the purposes of the Contract such material shall be and remain the property of the Purchaser and shall be used in the execution of the Contract and for no other purpose whatsoever.
- 36.2. The Supplier shall keep all material separately identified and unless notice to the contrary is given to the Purchaser within thirty (30) days of receipt it shall be deemed to have been received in good condition and in the quantities specified in the Contract or the Purchaser's despatch note. In addition the Supplier shall produce a Purchaser material status report on a monthly basis and make this available to the Purchaser. The report shall contain a brief description and the Purchaser's material code number, batch numbers, batch quantities, where provided by the Purchaser together with the quantity consumed in the period and quantity remaining.
- 36.3. The Supplier shall maintain all such material in good order and condition subject, in the case of tooling and patterns, to fair wear and tear and, in the case of electronic components, to normal degradation with time however the Supplier shall be solely responsible for any loss thereof or damage thereto from whatever cause until re-delivered to the Purchaser and shall insure for its full replacement value with a reputable insurer against loss or damage. Full value of the material is to be advised to the Supplier for insurance purposes, where the material has been supplied by the Purchaser.
- 36.4. Within thirty (30) days following the completion of the Contract the Supplier shall produce a final Purchaser material status report showing stock balance based on consumption of material under the Contract. The report shall give a brief description and/or Purchaser's material code number, batch numbers, batch quantities, where provided by the Purchaser and show quantity consumed and quantity remaining and indicate whether the material is new or rejected or in the process of manufacture. The Purchaser will initiate action for the disposal of any surplus material.
- 36.5. For shortfall of material because of Supplier performance the responsibility for procuring replacement material and any expense incurred is the liability of the Supplier. The shortfall shall be judged against the agreed requirement for material identified in the Contract.
- 36.6. All such material and all items incorporating such material shall remain the property of the Purchaser and neither the Supplier nor any sub-contractor shall have any lien on them for any sum due to the Supplier or sub-contractor.
- 36.7. The Purchaser shall, based on the contents of the material status report, physically count the material at the Supplier's premises. This will be a regular item to be discussed as part of the Regular Business Review (RBR), or as the business needs dictate.

37. PROCESSING OF PERSONAL DATA

- 37.1. The Parties acknowledge that personal data as defined by the Data Protection Act 2018 and the General Data Protection Regulations 2016/679 (hereinafter jointly the "Privacy

Regulations”) (hereinafter “Data”) provided to the other including without limitation during the negotiation stage, will be processed for administration-accountability purposes, to comply with legal obligations and for purposes related to proper execution of the Contract, as well as preserved in writing and/or on magnetic, electronic means.

- 37.2. Each Party expressly agrees that the other is required to process the Data as described in Condition 40.1 for the purposes of performing the Contract and each Party undertakes at all times to comply with the Privacy Regulations in respect thereof.
- 37.3. In the event that in the performance of the Services the Supplier is required to access company data, the Supplier - as Processor - undertakes, at Supplier's own cost to fully comply with any directive made by the Controller, and shall at all times act in compliance with the obligations provided for in Privacy Regulations. The Supplier hereby agrees to indemnify and hold harmless the Purchaser from any breach of the Privacy Regulations by the Supplier or its sub-processors.
- 37.4. For the avoidance of doubt nothing contained herein shall be held to limit or waiver either Parties' rights or obligations under the Privacy Regulations.

38. ANTI-FACILITATION OF TAX EVASION

- 38.1. The Supplier shall not engage in any activity, practice or conduct which would constitute either:
- 38.1.1. a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or
- 38.1.2. a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;
- 38.2. The Supplier shall comply with UK tax laws and regulations and shall maintain in place throughout the term of these General Conditions, such controls and measures to prevent the facilitation of tax evasion as defined by the Corporate Criminal Offences (CCO) part of that legislation, by the supplier and anyone associated with the supplier. The Supplier shall provide such supporting evidence of compliance as the Purchaser may reasonably request.
- 38.3. The Supplier shall notify the Purchaser in writing if it becomes aware of any breach of Condition 41.1 or has reason to believe that it or any person associated with it, has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of the Contract;
- 38.4. The Supplier shall ensure that any person associated with the Supplier who is performing Services and/or providing Goods in connection with the Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Condition 41 (Relevant Terms). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Purchaser for any breach by such persons of any of the Relevant Terms.
- 38.5. Breach of this Condition 41 shall be deemed a material breach under Condition 14.1.2.
- 38.6. For the purposes of Condition 41 the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017

39. SUPPLY CHAIN RESILIENCE AND RISK MANAGEMENT

When supply chain resilience and risk awareness forms part of the Purchasers Contract with their customer, for example, DEFCON 565 is flowed down condition, the Purchaser has

additional obligations to provide supply chain details. To ensure that the Purchaser can comply fully with these obligations it is essential that the Supplier has in place sufficient robust processes to control the supply chain to enable them to provide all information requested by the Purchaser.

40. CLOUD BASED ACTIVITY

The Supplier may not utilise any cloud based activities including but not limited to software, applications, storage, platforms etc., without the advanced written approval of the Purchaser.

41. RUSSIA AND BELARUS

The Supplier, by acknowledging the Order, hereby declares that they fully comply with The Russia (Sanctions) (EU Exit) (Amendment) Regulations 2023 and all other decisions issued by the relevant UK and/or EU authority, and will upon request, provide evidence of the source of any banned goods to support that declaration.

42. SOCIAL VALUE

The Supplier shall ensure that activities carried out in the performance of the Contract support the UK Government's commitment to Social Value. These principles are defined in the Social Value Act 2012 focusing on tackling economic inequality, fighting climate change, equal opportunity and wellbeing. The Purchaser shall consider these social value principles when down selecting Suppliers.

43. OFF-PAYROLL WORKING LEGISLATION AND IR35 COMPLIANCE

43.1. Where specified in the Contract, the Supplier will be providing a fully contracted out service and the Parties consider that the Off-payroll Working Legislation (IR35) does not apply to any Services under this Agreement. However, if the Purchaser determines the Off-Payroll Working Legislation does apply to any Services under this agreement, the Purchaser shall notify the Supplier accordingly and the obligations set out in Clause 43.4 will apply.

43.2. The Parties agree that the Supplier will have responsibility for the performance and method for delivering the Services including the management of all personnel who will provide the Services.

43.3. The Supplier shall be fully responsible for and shall indemnify the Purchaser for and in respect of the following:

(a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from a failure of the Supplier or any third party on behalf of the supplier to correctly determine the status of a Personal Service Company (PSC) Resource, as defined in the Off-Payroll Working Legislation, for the purposes of the Off-payroll Working Legislation, where such recovery is not prohibited by law. The Supplier shall further indemnify the Purchaser against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Purchaser in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

(b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by any of the personnel who carry out the Services on behalf of the Supplier against the Purchaser arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Purchaser.

43.3.1 Off-payroll working obligations - Use of Subcontractors

Where the Purchaser determines that the Off-payroll Working Legislation applies to the Contract, the Supplier will be subject to the following obligations:

- a. Supplier warrants that it will cooperate with the Purchaser throughout the determination process required under the Off-payroll Working Legislation (the “**Status Determination**”).
- b. Supplier further warrants that it shall not provide the Purchaser with the Services prior to a Status Determination Statement as required by the Off-payroll Working Legislation (the “**Status Determination Statement**”) being issued to a PSC Resource in accordance with the process below.
- c. the Supplier shall promptly provide the Purchaser with such information and documentation as it may reasonably require in order to carry out a Status Determination. the Supplier shall, and shall procure that the PSC Resource shall, promptly inform the Purchaser of any material change to any information or documentation previously provided in compliance with this clause and shall also promptly provide any other information or documentation that it considers (or ought reasonably to consider) to be materially relevant to carrying out a Status Determination.
- d. Upon receipt of the Status Determination Statement from the Purchaser, the Supplier warrants that it will ensure that the PSC Resource is provided with the Status Determination Statement relating to them, together with the Purchaser's reasons for making the Status Determination, within three working days and will confirm in writing to the Purchaser that the PSC Worker has received the Status Determination Statement and reasons.
- e. Where the Purchaser updates the Status Determination at such intervals as may reasonably be necessary, the Supplier will notify the PSC Resource of any changes in accordance with its obligations under clause 43.4.1 d above.
- f. The Purchaser may provide to the Supplier a Status Determination disagreement process in accordance with the Off-Payroll Working Legislation (the “**Disagreement Process**”). In that event, the Supplier undertakes to comply with the Disagreement Process and will procure that the PSC Resource shall comply with it.
- g. Where a representation made by or on behalf of a PSC Resource in respect of a Status Determination Statement has been given to the Supplier (whether orally or in writing), the Supplier shall immediately notify the person or role nominated by the Purchaser of such representations and in any case within five working days from receipt.
- h. Where the Supplier disagrees with the Status Determination Statement, it must promptly provide the Purchaser with its reasons (including, where applicable, any supporting evidence) in writing and in any case within three working days from receipt of the Status Determination Statement.
- i. the Supplier shall keep detailed records of all things done in connection with any Status Determination and shall, at the Purchaser's request, make such records available for inspection and/or provide copies thereof to the Purchaser within three working days.
- j. the Supplier shall maintain the information and records obtained in accordance with clause 43.4.1 i for a period of at least seven years from the date on which such records are created.
- k. the Purchaser shall have the right, from time to time, upon written notice to the Supplier , to conduct an investigation and audit of the Supplier to verify compliance with this Clause 43.4.

The Supplier shall cooperate fully with such investigation and audit, the scope, method, nature and duration of which shall be at the sole discretion of the Purchaser.

43.4.2. Additional obligations

The Supplier represents, warrants and undertakes that from the date that the Purchaser informs it that the Contract falls within the scope of the Off-Payroll Working Legislation, and during the continuation of the Contract from that date, the Supplier:

- a. agrees that it will not directly or indirectly provide the Purchaser with the services of a PSC Resource without the prior written consent of the Purchaser;
- b. warrants that it is registered in the United Kingdom and is therefore subject to the relevant taxation legislation in the United Kingdom, and further warrants that it will remain so during the course of the Contract; and
- c. where the Supplier uses a subcontractor in accordance with the Contract, the Supplier warrants that it shall not engage such subcontractor who is contracting through a PSC without the prior written approval of the Purchaser. Where approval is given, the Supplier warrants that it shall comply with its obligations under this Clause 43.4 (without limiting any other obligations) in relation to the subcontractor and or any PSC Resource supplied by such subcontractor.

43.4.3. Payment terms

In the event that the Purchaser determines that any Services under the Contract fall within the scope of the Off-payroll Working Legislation, the Supplier will make any such deductions or withholdings in order to comply with any obligation on the Supplier to deduct and account for tax or national insurance contributions from Service Fees and/or any other service fee and/or cost paid in accordance with this Agreement as required by law. Save where the Supplier is not the fee payer, the Supplier will flow down these terms to the relevant fee payer and warrants to indemnify the Purchaser as described at clause 43.4.4 below.

43.4.4. Indemnities

- a. the Supplier and its nominated agent(s) shall be responsible for the deduction and payment of all tax, National Insurance contributions and other taxes and levies in respect of any PSC Resource. The Supplier warrants to keep the Purchaser and any successor indemnified against all liability to make such statutory payments that may be suffered or incurred by the Purchaser.
- b. the Supplier shall indemnify the Purchaser and any successor against all liability, assessment or claim (including the Purchaser's reasonable legal fees incurred in defending any such assessment or claim) arising out of or in connection with any breach by [the Supplier] of any obligations under Clause 43.4.

Definitions

In these General Conditions the following expressions shall have the following meanings:

“Contract”	means the Contract formed by the acceptance of the Order and any other documents referred to in the Order together with these General Conditions and any Special Conditions;
“Contracted Delivery Dates(s)”	means the date(s) stated on the Order (or as may otherwise be agreed by the Purchaser and Supplier) when the Goods must be delivered and/or the Services completed;
“Cyber Essentials”	means the UK Government-backed, industry-supported scheme to help organisations protect themselves against common online threats;
“Destination”	means the destination for delivery as stated on the Order;
“Event of Force Majeure”	means in relation to either Party an unforeseeable circumstance beyond the reasonable control of that Party which results in or causes the failure of that Party to perform any of its obligations under the Contract (including (without limitation) any acts or omissions by a Government or a Government agency, acts of war (whether or not declared), acts of God, fires, floods, explosions, earthquakes, insurrections or riots);
“Exporter of Record”	means persons responsible for the export of Goods and/or Services to another country ensuring export documentation and processes required by local laws and regulations are followed;
“General Conditions”	means these general conditions of purchase;
“Goods”	means those goods described in the Order and any materials, data, documentation or other deliverables resulting from the performance of Services to be provided to the Purchaser;
“HMG”	means His Majesty's Government
“Intellectual Property Rights”	means all rights in inventions, patents, designs, utility models, trade and service marks, trade names, whether registered or not, copyright, databases, trade secrets, know-how, software, discoveries, improvements, concepts, models, drawings, secret formulae and processes and all rights to confidential or proprietary information and all other rights of a similar nature throughout the world including all applications for any such protection and rights to apply for any of the same;
“ITEPA”	Means the Income Tax (Earnings and Pensions) Act 2003 (as amended)
“IT System”	means all computer hardware, network and telecommunications equipment, and databases owned, used, leased or licensed by or in relation to the Supplier;
“Importer of Record”	means persons responsible for the import of Goods and/or Services from another country ensuring import documentation and processes required by local laws and regulations are followed;

“Off-payroll Working Legislation”	means Chapter 10 of Part 2 of ITEPA
“Order Acknowledgement”	means the Purchaser’s acceptance document issued with the Order or Order amendment;
“Order”	means a purchase order issued by the Purchaser relating to the Goods and/or Services and any amendments thereto;
“Party”	means the Purchaser or the Supplier as the context requires, Parties means the Purchaser and the Supplier. Party or Parties shall include any successors in title or permitted assigns of the Purchaser and/or the Supplier;
“PSC”	means an intermediary as described in section 61M(1)(c) of ITEPA
“PSC Resource”	means an individual, including any substitute, providing Services through a PSC to the Purchaser directly or indirectly via the Supplier.
“Purchaser”	means Telespazio UK Ltd, a company incorporated and registered in England and Wales with company number 07420777 whose registered office is at 350 Capability Green, Luton, Bedfordshire LU1 3LU
“Services”	means those services to be provided under the Order in accordance with any applicable statement of work;
“Special Conditions”	means the conditions set out or referenced on the Order (whether marked as Special Conditions or not);
“Supplier”	means the provider of the Goods and/or Services stated on the face of the Order;
“Working Day”	means a day other than a Saturday, Sunday or public holiday in England or Scotland when banks in London are open for business.