

HYCAERO

Engineering & Surface Treatment Specialists

HYCAERO GENERAL TERMS & CONDITIONS OF PURCHASE

1. DEFINITIONS AND INTERPRETATION

1.1 In these conditions: -

- “Buyer” means Hycero Limited registered in Scotland under number SC491503; or any subsidiary company within the group.
- “Conditions” means the general terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Supplier.
- “Consequential Loss” means any loss or anticipated loss of profit, loss or anticipated loss of revenue, business interruption, loss of use of any equipment, loss of any Purchase Order or other business opportunity and any other loss of a similar nature.
- “Data Protection Legislation” means the retained EU law version of the General Data Protection Regulation (EU) 2016/679 (as applicable) as defined in the Data Protection Act 2018 c. 12 and the Privacy and Electronic Communications (EC Directive) Regulations and any national implementing laws, regulation and secondary legislation in the UK.
- “Data Controller” the Party that transfers Personal Data to the other Party.
- “Data Processor” the Party that receives Personal Data from the other Party.
- “Goods” means the goods to be provided (including any instalment of the Goods or any part of them and including documentation as detailed in the Supplier data requirements list) in accordance with the Purchase Order.
- “Party” means the Buyer and/or Supplier also together referred to herein as the ‘Parties’.
- “Purchase Order” means the purchase order formed by the acceptance of the purchase order document and shall incorporate the Conditions.
- “Price” means the price for Goods and/or Services as stated in the Purchase Order.
- “Sanctions” means any laws or regulations relating to economic or financial, trade, immigration, aircraft, shipping or other sanctions, export controls, trade embargoes or restrictive measures from time to time imposed, administered, or enforced by a Sanctions Authority.
- “Sanctions Authority” means the UK, the United Nations (UN), the US or OSCE (and any other governmental authority with jurisdiction over the Supplier or any part of its business or operations or subcontractors and suppliers used in the performance of this Purchase Order, and in each case their respective governmental, judicial or regulatory institutions, agencies,

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departments and authorities, including (without limitation) the UN Security Council, Her Majesty's Treasury and the UK's Office of Financial Sanctions Implementation and Department of International Trade.

“Sanctions Proceedings” means any actual or threatened litigation, arbitration, settlement, or other proceedings (including alternative dispute resolution, criminal and administrative proceedings); or investigation, inquiry, enforcement action (including the imposition of fines or penalties) by any governmental, administrative, regulatory or similar body or authority, in each case relating to, or in connection with, any actual or alleged contravention of Sanctions.

“Sanctions Target” means a person that is listed on a Sanctions List; owned or controlled by a person listed on a Sanctions List; resident, domiciled or located in, or incorporated or organised under the laws of, a country or territory that is subject to any Sanctions; or otherwise identified by a Sanctions Authority as being subject to Sanctions.

“Sanctions List” means any of the lists issued or maintained by a Sanctions Authority designating or identifying persons that are subject to Sanctions, in each case as amended, supplemented, or substituted from time to time, including (without limitation) the UK Sanctions List, Consolidated List of Financial Sanctions Targets in the UK and the Consolidated United Nations Security Council Sanctions List.

“Supplier” means the person(s), firm or company named in the Purchase Order and engaged by Buyer for the supply of Goods and/or execution of Services defined in the Purchase Order and includes the Supplier’s legal personal representatives, successors, and assignees.

“Services” means the services, if any, to be supplied by the Supplier in accordance with the Purchase Order.

“Specification” includes any plans, drawings, standards, data, or other information relating to the Goods or Services.

“Personal Data”, “Controller”, “Processor”, “Data Subject” And “Processing” “Third Country” and “International Organisation” have the same meaning as in the Data Protection Legislation.

1.2 The Purchase Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

1.3 The Supplier shall be deemed to have accepted the Purchase Order and its Conditions as soon as it commences to perform any of its obligations hereunder.

1.4 These Conditions shall have precedence over any other conditions appearing on any acceptance form or other document emanating from the Supplier which shall have no effect except to the extent that they confirm the Purchase Order or are expressly agreed in writing by the Buyer.

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2. SPECIFICATIONS

- 2.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by the Buyer to the Supplier or agreed in writing by the Buyer.
- 2.2 Any Specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for the Buyer, in connection with the Purchase Order, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Buyer. The Supplier shall not disclose to any third Party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Purchase Order.

3. PRICE OF THE GOODS AND SERVICES

- 3.1 The Price of the Goods and the Services shall be stated in the Purchase Order and be based on the quotation supplied as a result of the enquiry and, unless otherwise stated, shall be:
- i) exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a value added tax invoice); and
 - ii) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties, imposts or levies other than value added tax.
- 3.2 All Prices quoted shall remain fixed and firm for a period of 60 days from receipt of quotation.
- 3.3 All Prices specified in this Purchase Order shall be fixed and firm and not subject to escalation for the duration of this Purchase Order.
- 3.4 Discounts for prompt payment, bulk purchase or volume of purchase shall be shown separately on the quotation.

4. TERMS OF PAYMENT

- 4.1 Unless otherwise stated in the Purchase Order, payment shall be made net 60 days after receipt by the Buyer of a proper invoice.
- 4.2 The Buyer shall be entitled to set off against the invoice any sums owed to the Buyer by the Supplier.

5. DELIVERY

- 5.1 The Goods shall be delivered to and the Services shall be performed at the delivery address on the delivery date. during the Buyer's usual business hours.
- 5.2 Delivery of the Goods and Services shall be to the named destination on the Purchase Order. All delivery costs shall be Delivery at Place (DAP) – Incoterms 2023 Edition.
- 5.3 Where the date of delivery is to be specified after placing the Purchase Order, the Supplier shall give the Buyer reasonable notice of the specified date.

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- 5.4 A packing note quoting the Purchase Order number must accompany each delivery or consignment of the Goods and must be displayed prominently. Failure to comply with this requirement will result in an administration fee of GBP30.00 per unmarked consignment.
- 5.5 If the Goods are to be delivered, or the Services are to be performed, by installments, the Purchase Order will be treated as a single contract and not several.
- 5.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Purchase Order. If it is necessary to return the Goods to the Supplier, then the cost of returning the Goods will be met by the Supplier.
- 5.7 The Supplier shall supply the Buyer in good time with any instructions, letter of credit, material certificates or other information required to enable the Buyer to accept delivery of the Goods and/or performance of the Services.
- 5.8 Goods are to be suitably packed and protected to ensure safe consignment to the delivery address. The Purchase Order number is to be quoted on all packages/documents. If packaging/protection is of a specialist nature, whereby removal would render Goods unsuitable for service, then this should be stipulated by the Supplier.

All supplies (with the exception of electronic media) must fall into one of the following categories: -

- (a) Goods less than 15kg:
Goods must be packed in a cardboard box, with bubble wrap only used for packing. Do not exceed 15kg per box (total weight of contents)
- (b) Goods exceeding 15kg but less than 1000kg:
- i) Goods must be packaged on a pallet.
 - ii) Pallets must be sized 1200mm wide (as you would face the pallet in racking) x 1000mm deep (as it would sit in the racking beams).
 - iii) Pallets must be constructed in accordance with BS 1133 Section 8 or equivalent national standards.
 - iv) Pallets must have 3 solid rails to support top boards 95mm high x 50mm wide.
 - v) Pallets must be sheeted with 20mm boards on top surface with 2 off 50mm x 20mm rails fitted to the underside 120mm in from the front edges of the solid rails.
 - vi) Palletised Goods must be secured to the pallet using nylon banding strapped over the load and under the top deck boards of the pallet.
 - vii) Wedges or blocks must be affixed to the pallet where movement of the load within banding may occur.
 - viii) Where the load has a narrow base or feet which may damage the pallet or slip between pallet top decks during transit a wooden board must be affixed to the pallet to provide a solid base.

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- ix) Where shrink wrap is used then a minimum amount only must be used and its use must not impede forklift access.
 - x) Plastic, polystyrene, or any kind of chips will not be accepted under any circumstances.
- (c) Goods exceeding 1000kg:
Goods over 1000kg shall be suitably packaged to support the Goods for floor standing.
- 5.9 All Buyer URN tagged Goods that require palletised shall be in numerical order in a left to right manner. E.G.,160957-0001 to 0050 laid out from left to right in the pallet.
- 5.10 Any packaging discrepancy shall incur a charge of GBP120.00; discrepancies include use of crates without prior permission from the Buyer.
- 5.11 The Buyer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.
- 5.12 If the Goods are not delivered or the Services are not performed on the due date, without prejudice to any other remedy, the Buyer shall be entitled to deduct from the Price or (if the Buyer has paid the Price) to claim from the Supplier by way of liquidated damage for delay 1% of the Price for every day's delay, up to maximum of 10%. On significant Purchase Orders, these percentages may be altered with prior written agreement.
- 5.13 Goods with limited shelf life shall have a minimum of 95% of shelf life remaining on the date of delivery to the Buyer.

6. RISK AND TITLE

- 6.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Purchase Order, except in the case of consigned stock to the Buyer's premises where risk remains with the Supplier until a Purchase Order is raised by the Buyer and Goods are used by the Buyer.
- 6.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Purchase Order.

7. WARRANTIES AND LIABILITY

- 7.1 The Supplier warrants to the Buyer that the Goods will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 7.2 During a period of 24 months after the date of delivery or 18 months after installation, whichever is later, the Supplier shall, at his own expense, repair or replace the Goods or Services or any part thereof found to be defective due to faulty design, material, equipment or workmanship (other than design specified in detail by the Buyer) or to any act or omission of the Supplier. If the Supplier is unable or refuses to undertake any re-performance which has been requested by the Buyer, the

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Buyer shall be entitled (without prejudice to any other rights and remedies it may have under the Purchase Order) to undertake the re-performance itself or to procure a third Party to undertake such re-performance and, in either instance, recover all costs (including incidental costs) of such re-performance from the Supplier. For substituted or repaired Goods and re-performed Services the prevailing guarantee will be extended for further period of 18 months from the date of repair, replacement or reperformance.

7.3 The Supplier shall indemnify the Buyer against all liability, loss, damages, costs, and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with: -

- i) Breach of any warranty given by the Supplier in relation to the Goods or the Services.
- ii) any claim that the Goods infringe, or their importation, use or resale infringes the patent, copyright, design right, trademark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- iii) Any liability under the Consumer Protection Act 1987 in respect of the Goods;
- iv) Any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods or performing the Services;
- v) Any defect in the Goods or Services supplied.

7.4 The Supplier shall indemnify the Buyer against all loss of or damage to property or liability for injuries (including death) sustained by any one, including Supplier's and Buyer's employees and clients, arising out of or in connection with the Goods and/or Services covered by this Purchase Order.

7.5 The Supplier shall take out and maintain, with a first-class insurance company, insurance adequate to cover its liabilities hereunder and to fulfill any requirements of local government or other appropriate bodies.

7.6 The Buyer shall not be responsible to the Supplier for Consequential Loss. The Supplier shall not be liable to the Buyer for Consequential Loss, other than for sums receivable by the Buyer under insurance policies carried by the Supplier, for the avoidance of doubt liquidated damages will not be considered Consequential Loss instead, a genuine pre-estimate of loss.

8. FORCE MAJEURE

8.1 Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Purchase Order by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or Services, if the delay or failure was beyond that Party's reasonable control.

8.2 If either Party is delayed or prevented from performance of its obligations by reason of this clause for more than 30 consecutive calendar days, either Party may terminate the then unperformed element of the Purchase Order by notice in writing given to the other party, without liability provided that the Buyer shall be obliged to pay for all outstanding invoices received from the Supplier for delivered and accepted Goods and/or Services as at the date of termination.

9. TERMINATION

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- 9.1 The Buyer shall be entitled to cancel the Purchase Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time.
- 9.2 The Buyer shall be entitled to terminate the Purchase Order without liability to the Supplier by giving notice to the Supplier at any time if:
- i) the Supplier fails to comply with any of the terms of the Purchase Order;
 - ii) the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or, being a company, becomes subject to an administration Purchase Order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
 - iii) an encumbrance takes possession of, or a receiver is appointed to, any of the property or assets of the Supplier;
 - iv) the Supplier ceases, or threatens to cease, to carry on business;
 - v) the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 9.3 In the event of termination in accordance with clauses 9.1 or 9.2 above, the Buyer's sole liability shall be to pay the Supplier the outstanding invoices issued for Goods and/or Services delivered and accepted by the Buyer prior to termination.

10. CONFIDENTIALITY

- 10.1 The Supplier acknowledges and accepts that the information contained in the documents provided by the Buyer in connection with the Purchase Order is confidential and shall not be divulged to any third Party or to be used for any other purpose than the performance of the Purchase Order without the prior written consent of the Buyer.

11. GENERAL

11.1 Assignment

- 11.1.1 The Purchase Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person of its rights or subcontract any of its obligations under the Purchase Order.

- 11.1.2 The Buyer may at any time assign, without consent of the Supplier, the Purchase Order or any of its rights or obligations under it.

11.2 Notices

- 11.2.1 Any notice required or permitted to be given by either Party to the other in connection with the Purchase Order shall be in writing addressed to that other Party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the Party giving the notice. Such notices shall be deemed effective within 48 hours of dispatch.

11.3 Waiver

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- 11.3.1 None of the provisions of this Purchase Order will be considered waived by the Buyer unless such waiver is given in writing by the Buyer. No such waiver shall be a waiver of past or future defaults, breach or modifications of any of the terms, provisions, Conditions or covenants of this Purchase Order unless expressly set forth in such waiver.
- 11.3.2 If any provision of the Conditions of this Purchase Order is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of the Purchase Order and the remainder of the provision in question shall not be affected hereby.
- 11.4 Resolution of Conflict/Applicable Law**
- 11.4.1 In the event of any dispute arising under or in connection with this Purchase Order or the sale of the Goods and/or Services then every effort shall be made to resolve and agree such dispute by discussion between the Parties. If, after a maximum period of 2 months, unless otherwise agreed by the Parties, there is a failure to reach agreement, the dispute shall be referred to arbitration by a single arbitrator appointed by agreement or (in default) nominated on the application of either Party by the President for the time being of the Law Society of Scotland.
- 11.4.2 The construction, validity and performance of this Purchase Order shall be governed by and construed in accordance with Scots law and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.
- 11.4.3 Unless otherwise specified, all quotations, Purchase Order documents, data and drawings shall be supplied in the English Language.
- 12. HSE**
- 12.1 Any Goods supplied or installed shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and the environment, and all Goods will be supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.
- 12.2 The Supplier agrees before delivery to furnish the Buyer in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Buyer will rely on the supply of such information from the Seller in the Purchase Order to satisfy its own obligations under the Health and Safety at Work Act 1974 (and any amendment thereof) and any other relevant legislation.
- 12.3 In respect of all Goods supplied the Supplier will maintain and observe quality control and Supplier quality assurance standards in accordance with the requirements of the Buyer, its customs, relevant British standards, statutory and regulatory bodies.
- 12.4 It is the responsibility of the Supplier to acquaint itself with the purposes for which the Goods supplied are to be used.

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12.5 The Supplier providing Services must comply with the Buyer HSEQ standard which includes environmental elements, which can be provided by Buyer upon request.

12.6 The Supplier shall indemnify the Buyer against all actions, suits, claims, demands, losses, charges, costs and expenses which the Buyer may suffer or incur as a result of or in connection with any breach of this clause 12.

13. TECHNICAL SUPPORT

13.1 Supplier agrees to fully support the Buyer with any and all technical information required to support the Supplier's Goods and/or Services provided. This support should cover the complete range of installed equipment and will cover repairs, spares and technical information whether the Goods and/or Services were purchased as part of this Purchase Order or otherwise.

14. QUALITY

14.1 Buyer operates established integrated management systems which comply with BS EN ISO 9001/ AS9100 & ISO 14001. All Goods supplied against this Purchase Order shall be as to allow Buyer to meet the requirements for product identification and traceability to the source of supply.

14.2 The Supplier shall therefore ensure that the Goods are correctly identified and that the supporting documentation is provided in accordance with the requirements of the Purchase Order. All documentation affecting the Specification of equipment/material on the Purchase Order including British, European and other international standards shall be to the latest issue unless otherwise stated.

14.3 Identification

14.3.1 All Goods supplied against the Purchase Order shall be marked in such a manner as to provide adequate identification to the document number and any manufacturer's identities, part numbers, cast codes or serial numbers as applicable.

14.4 Certification

14.4.1 Each consignment of Goods supplied against the Purchase Order shall be accompanied by the relevant certification/documentation stipulated by the Purchase Order.

14.4.2 Pressure test certification must be dated within six months of anticipated delivery to the Buyer.

14.5 Inspections

14.5.1 Inspection shall be carried out at receipt by Buyer. Inspection may consist of, but not be limited to:

- i) visual inspection;
- ii) marking/tagging;
- iii) dimensional inspection; and
- iv) pressure/function tests.

14.5.2 The Supplier shall not refuse any reasonable request by the Buyer to inspect and test the Goods during manufacture,

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processing or storage at the premises of the Supplier or any third party prior to dispatch, and the Supplier shall provide the

Buyer with all facilities reasonably required for inspection and testing at no cost to the Buyer.

14.5.3 If inspection of the Goods is to be carried out at the Supplier's premises, the Buyer is to be given a minimum of 48 hours

notice of any impending inspection points. All technical queries and documentation which require approval are to be

routed to the Buyer.

14.5.4 Any request from the Buyer to dispatch Goods on an urgent basis does not supersede the Supplier's responsibility for

ensuring that inspection requirements are met, unless formal notification that inspection is to be waived is provided in

writing by the Buyer.

14.5.5 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the Purchase

Order, and the Buyer informs the Supplier within 7 days of inspection or testing, the Supplier shall take such steps as are

necessary to ensure compliance. Any such inspection or tests shall not in any way relieve the Supplier from any of its

obligations under the Purchase Order from those existing either at common law or by statute.

14.6. AS9100 Clause 8.4 (where applicable)

14.6.1 Acceptance and Rejection

All Goods will be subject to final inspection and acceptance by Buyer within a reasonable time after receipt at the designated address, irrespective of prior payment. Buyer may reject any Goods which contains defective material or workmanship or does not conform to Specification, samples or warranties. Any Goods so rejected may be returned to Supplier at Supplier's risk and expense and at full invoice Price plus applicable transportation charges both ways. No defective Goods shall be replaced unless requested by Buyer.

14.6.2 Certificate of Conformance (required for Goods Intended for Aircraft Applications and for Goods where required on the relevant drawing or Order)

The certificate of conformance is a quality record that shall include the Buyers part number and description, Purchase Order number, quantity shipped, date shipped, manufacturer's part number, and details of certified quality system as stated within the Purchase Order. Supplier will sign to indicate compliance with the requirements of this document. These will be submitted by Supplier for all Goods delivered to the Buyer.

14.6.3 First Article Inspection (FAI)

All first deliveries of Goods must include a full FAI report which shall be filled out by the manufacturer. The sample, on which the FAI was performed, shall be clearly marked, both on the

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sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the Goods, then an FAI must be submitted for the change/update only.

The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e.

paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing

notes should be referenced and their acceptance confirmed. Any discrepancies detected by the manufacturer during the

FAI shall be notified to the Buyer and a deviation should be sought in advance of any Goods being shipped to the Buyer.

Under no circumstances shall nonconforming Goods be sent to the Buyer without the Buyer's approval. Failure to comply

with the above requirements will result in the Buyer rejecting the Goods.

14.6.4 Record Retention

In addition to Purchase Order requirements the Supplier shall retain verifiable objective evidence of all records of manufacture including inspection and tests performed. All records shall be made available for evaluation for a Purchase Order agreed upon period. Unless otherwise specified, this period shall be a minimum of 10 Years.

14.6.5 Notification of Non-Conforming Product and Process Change

The Supplier shall notify the Buyer of changes to Goods in relation to process definition and, where required, obtain Buyer approval. The Supplier must notify the Buyer of any non-conforming Goods and submit the appropriate non-conformance paperwork. Non-conforming Goods cannot be submitted without written authorisation from either the Buyer and/or the end user.

14.6.6 Right of Access

In accordance with Purchase Order, right of access by the Buyer, their customer/client, and regulatory authorities shall be afforded to all facilities at any level of the supply chain involved in the Purchase Order and to all applicable records, and for verification of Goods at the Supplier's premises.

14.6.7 Flow Down of Information

Where identified within the Specification, drawing and/or Purchase Order the Supplier shall flow down to sub-tier suppliers the applicable requirements in the Purchase Order, including key characteristics where required. All other applicable requirements including Buyer requirements stated on the Purchase Order must flow down the supply chain.

14.6.8 Counterfeit Goods

All controls must be in place to ensure that all delivered Goods are not counterfeit or suspected counterfeit product, Supplier will provide a certificate of origin at Buyer's request.

15. ENGINEERING SPECIFICATION

15.1 Goods are to comply with the requirements stated on the Purchase Order or referenced data sheets. Score Engineering Specification ES007 Rev 4 applies in the absence of such detail (where applicable) and is available on request.



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16. CONTROL OF SUBSTANCES HAZARDOUS TO HEALTH (COSHH)

16.1 Where applicable, any hazardous materials/chemicals requested on the Purchase Order shall be:

- i) clearly marked in accordance with the national regulation of the country of destination but as a minimum supplied with hazard symbols and classification clearly identified on containers; and
- ii) packaged separately.

16.2 A copy of the health & safety hazard datasheet shall be supplied by Supplier.

17. DATA PROTECTION

17.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 17 is in addition to, and does not relieve, remove or replace, a Party's obligations under the Data Protection Legislation.

17.2 The Data Controller will ensure that all required consents and notices are in place to enable the lawful transfer of Personal Data to the Data Processor for the duration and purposes of the Purchase Order.

17.3 Without prejudice to the generality of this clause, the Data Processor shall, perform its Data Processing obligation under these Conditions by processing Personal Data only on the written instructions of the Data Controller unless otherwise required by the laws of any member of the European Union or by the laws of the European Union applicable to the processing of Personal Data (Applicable Laws). When relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Data Processor shall promptly notify the Data Controller of this before performing the processing required by the Applicable Laws unless those applicable laws prohibit the Data Processor from so notifying the Data Controller.

17.4 Taking into account the state of the art, the cost of implementation and the nature, scope, context and purposes of Data Processing as well as the risk of carrying likelihood and severity for the rights and freedoms of natural persons, the Data Processor shall have in place appropriate technical and organisational measures to ensure a level of security appropriate to that risk.

17.5 The Data Processor shall take all reasonable steps to ensure that access to Personal Data is strictly limited to those individuals who need to know/access it for the purposes of the Purchase Order. All personnel who have access to and/or process the Personal Data shall be subject to confidentiality undertakings.

17.6 The Data Processor shall not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Data Controller has been obtained and the following conditions are fulfilled:

- a. the Data Processor has provided appropriate safeguards in relation to the transfer;
- b. the Data Subject has enforceable rights and effective legal remedies;

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- c. the Data Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
- d. the Data Processor complies with reasonable instructions notified to it in advance by the Data Controller with respect to the processing of the Personal Data.

17.7 The Data Processor shall not appoint any third party processor of Personal Data under this Purchase Order except with the prior written consent of the Data Controller and subject to the following provisions:

- a. The Data Processor shall carry out adequate due diligence to ensure that the sub processor is capable of providing the level of protection required by these terms; and
- b. The agreement between the third-party processor and the Data Processor shall be governed by a written Purchase Order including terms which offer at least the same level of protection as those set out in these terms; and
- c. The Data Processor shall remain fully liable for all acts and omissions of any third party processor appointed by it pursuant to this clause.

For the purposes of this clause 'third party processor' shall mean any party which is not a member of the Company or Buyer.

17.8 The Data Processor shall assist the Data Controller, at no cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.

17.9 The Data Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause 17. The Supplier shall allow for audits by the Buyer or the Buyer's designated auditor.

17.10 The Data Processor shall notify the Data Controller without undue delay on becoming aware of a Personal Data breach.

17.11 Each Party (Indemnifying Party) shall be responsible for and shall save, defend and hold harmless the other Party (Indemnified Party) from and against all claims, losses, damages, costs (including legal costs) expenses, liabilities, fines, penalties, and sanctions in respect of:

- a. any breach of the Indemnifying Party's obligations under these Conditions or Data Protection Legislation; or
- b. any act or omission relating to the use of Personal Data which is contrary to the instructions of the relevant Data Controller.

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17.12 Data Processor shall at the written direction of the Data Controller, delete or return Personal Data and copies thereof to the Data Controller on termination of the Purchase Order unless required by Applicable Law to store the Personal Data.

17.13 The Buyer may, at any time on not less than 30 days' notice, revise this Clause 17 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Purchase Order)

18 BUSINESS ETHICS

18.1 In connection with this Purchase Order, Supplier shall not pay or give, offer to pay or give, promise to pay or give, or authorise the payment or giving of any money, fee, commission, remuneration or other thing of value to or for the benefit of any person, including government officials, in order to influence an act or decision of any person or government official, or cause any person or government official to act or fail to act in violation of his lawful duty, or cause any person or government official to influence an act or decision of the government, for the purpose of securing an improper advantage, or in violation of any applicable law, decree, ordinance, rule, regulation or order, including without limitation the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act and any other anti-corruption laws, applicable to either Party, its affiliates, its directors, officers, employees, consultants or agents. Supplier shall inform the Buyer immediately if there has been any request or demand for any unwarranted financial or other type of gain that has been received by the Supplier in connection with this Purchase Order. In the event of a violation of this clause 18, Buyer shall have the right to terminate this Purchase Order immediately upon written notice to Supplier. This termination right is without prejudice to other remedies which Buyer may have under this Purchase Order or its governing law.

18.2 Supplier shall require its affiliates, its subcontractors, suppliers and its and their respective directors, officers, employees, consultants, and agents to comply with the obligations of clause 18 in connection with this Purchase Order.

18.3 The Parties shall uphold the highest standards of business ethics in the performance of this Purchase Order. Supplier shall provide an annual declaration to Buyer confirming compliance with this clause 18 and relevant legislation.

19. VARIATION

19.1 All amendments to Purchase Orders must be agreed in writing by both the Supplier and the Buyer.

20. SANCTIONS

20.1 The Supplier warrants that at the date of this Purchase Order it is not:

- a) a Sanctions Target and has not been a Sanctions Target at any time and nothing has occurred that could reasonably be expected to result in it becoming a Sanctions Target;
- b) contravening and has not contravened any Sanctions at any time; or
- c) and has not in any way been involved in any Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) at any time and to the best of its

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knowledge and belief, having made reasonable enquiries there are no circumstances likely to give rise to any such Sanctions Proceedings.

- 20.2 At all times during the term of this Purchase Order, the Supplier shall:
- a) not contravene any Sanctions in connection with this Purchase Order;
 - b) not do, or omit to do, any act that will cause or lead the Buyer to contravene any Sanctions; and
 - c) implement adequate policies and procedures to ensure compliance with Sanctions; and
 - d) at Buyers request, within 7 days, certify to the Buyer, in writing signed by one of its officers, its compliance with clause 20.2(a) to clause 20.2(c) and provide such supporting evidence of compliance as the Buyer reasonably requests; and
 - e) keep at its normal place of business detailed, accurate and up to date records and books of account sufficient to enable verification of its compliance with its obligations under clause 20.2(a) to clause 20.2(c) and permit their audit as set out in clause 20.3.
- 20.3 The Supplier shall permit the Buyer and its third party representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of clause 20.2(a) to clause 20.2(c)] to access and take copies of records and any other information on its premises and to meet with its staff to audit its compliance with its obligations under clause 20.2(a) to clause 20.2(c). Such audit rights shall continue for three years after termination of this Purchase Order. The Supplier shall give all necessary assistance to the conduct of such audits undertaken pursuant to this clause 20.
- 20.4 The Supplier shall as soon as reasonably practicable notify the Buyer in writing if:
- a) at any time during the term of this Purchase Order, there is any fact or circumstance that would give rise to a breach of warranties given in clause 20.1 or clause 20.6(a) if the warranties were repeated; or
 - b) it becomes aware of any breach, or suspected breach, of this clause 20;
 - c) and it shall provide such information about such fact or circumstance or about the breach as the Buyer requires to comply with its obligations to any Sanctions Authority or otherwise reasonably requests.
- 20.5.1 If at any time during the term of this Purchase Order the Supplier becomes a Sanctions Target, is involved in Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings), subject to Sanctions Proceedings or contravenes Sanctions or anything occurs that could reasonably be expected to result in any of these things happening, the Buyer may in its absolute discretion and without affecting any other right or remedy available to it, terminate this Purchase Order with immediate effect by written notice to the Supplier.
- 20.6 The Supplier:
- a) gives the warranties contained in clause 20.1 in respect of its subcontractors and suppliers used in the performance of this Purchase Order, as at the date it first uses such subcontractors and/or Suppliers in the performance of this Purchase Order;

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- b) shall impose obligations equivalent to those it has accepted in this clause 20 on its subcontractors and suppliers used in the performance of this Purchase Order by way of a written agreement and procure that such subcontractors and suppliers comply with those obligations. Audit rights so imposed on the Supplier's subcontractors and suppliers must be exercisable by the Buyer under third party rights granted to the Buyer; and
 - c) shall, if so requested by the Buyer (and without prejudice to the Supplier's rights under clause 20.5), at any time replace any of its subcontractors and suppliers used in the performance of this Purchase Order if the subcontractor or supplier is a Sanctions Target, is involved in Sanctions Proceedings (other than for the sole purpose of providing information or evidence in respect of such proceedings) or subject to Sanctions Proceedings, contravenes Sanctions or does anything that could reasonably be expected to result in any of these things happening. The Supplier shall obtain the Buyer's prior approval of any replacement subcontractor or supplier.
- 20.7 Without affecting any other right or remedy available to the Buyer, any breach of this clause 20 by the Supplier shall constitute a material breach of this Purchase Order.

21. USA ITAR REGULATIONS

- 21.1 The Supplier will comply with the ITAR (The International Traffic in Arms Regulations) and let the Buyer know if any of the Goods are subject to the ITAR controls. The Seller will assess if any of the Goods are subject to the ITAR controls and notify to the buyer as soon as practicably possible about such controls.

22. Export

- 22.1 Buyer shall provide Supplier upon request with relevant end-use, end-user and country of end-use information with respect to any Goods or Services (including software or technology) to be supplied hereunder. Based on and in reliance on such information, Supplier will supply such Goods and/or Services in compliance with trade laws and shall be responsible for applying for and obtaining appropriate governmental authorizations for the export and import of such items. The Supplier acknowledge that any change in end-use, end-user or country of end-use may be restricted or prohibited by trade laws. Immediately upon becoming aware, and no later than the time Goods are delivered and/or Services commence, Supplier shall notify Buyer in writing of any Goods or Services (including software or technology) that are controlled under applicable trade laws. Such notice will include the jurisdiction of origin and any jurisdiction in which work is performed, the applicable export control number(s), and whether there is an export license or exception in place for each export of controlled Goods and/or Services connected with the Purchase Order.

23. Child Labour and Modern Slavery

- 23.1 The Supplier shall comply in all material respects with the UK Modern Slavery Act of 2015 and any applicable child labour legislation and employment legislation for those jurisdiction(s) where this Purchase Order is being performed.

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THIS DOCUMENT IS SUBJECT TO CHANGE WITHOUT FORMAL NOTICE.

Title:

HYCAERO LTD - GENERAL TERMS AND CONDITIONS OF PURCHASE

Revision:7. Date: 16/02/24

Company Name and logo changes.

Company Registration number updated.

Sections 18.3 to 23.1 added.

Title:

HYCROME AEROSPACE LTD - GENERAL TERMS AND CONDITIONS OF PURCHASE

Revision:6. Date: 19/06/19

PREVIOUS UPDATE TO INCLUDE AS9100 rev D REQUIREMENTS