

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. CONDITIONS

Shall apply to and govern all contracts made by XCEL POWER SYSTEM LTD (XPS) and/or subsidiary and associated Companies (hereinafter called the 'Buyer') for the purchase of goods materials and/or services (whether or not also for the provision any service or services by way of installation, maintenance or otherwise howsoever) from any other person or body incorporated or unincorporated (hereinafter called 'the Seller') and shall be subject exclusively to the following conditions of contract. Unless otherwise expressly agreed in writing by the Buyer these conditions shall operate to the exclusion of any terms, conditions and warranties stipulated purportedly incorporated or referred to by the Seller his servants or agents expressly or by implication, whether in negotiation between the parties or in any quotation, or any acceptance of any order made by the Buyer. Any addition to, variation or modification of these conditions by the Seller its servants or agents shall be ineffective unless expressly accepted in writing by the Buyer.

i. The Buyer reserves the right to add to, amend or vary the conditions as herein set out by appending such additions, variations or modifications to the order or in any written correspondence effected by the parties.

The Seller shall confirm in writing acceptance of this order and these Conditions.

ii. 'Goods' shall mean the goods that are the subject of the order, or of any services to be provided.

lii. 'Order' shall mean the purchase order issued by the Buyer in respect of the goods: Invoice shall mean the sellers correctly drawn invoice quoting the Buyers order number and dated no earlier than the date of delivery provided for in the order or the date of actual delivery whichever is the later.

2. AUTHORISATION

The 'Buyer accepts no liability for any goods delivered or services provided unless the order has been placed or amended on the Buyers behalf by the Buyers duly authorised officer on an official order form.

3. PRICES AND PAYMENT

i Prices quoted shall be deemed to be inclusive of shipping, carriage, insurance and labour and any other item including all import duties, VAT or any other form of purchase tax applicable from time to time, and are fixed and firm for the contract duration unless the contrary is expressly stated, or is clear from the face of the document on which the price is quoted: Where VAT is properly chargeable the Buyer shall pay it on receipt of a valid VAT invoice. No additional charges will be accepted for boxes, packages, crates, pallets stillage's or containers.

ii Properly prepared invoices quoting 'Buyers' order number in full must be submitted within 14 days of delivery. These should be sent to the Accounts Department, XCEL Power Systems Ltd, Brunswick Road, Cobb's Wood, Ashford, Kent TN23 1EH.

iii. Unless otherwise agreed payment will be made 60 days from the end of month following receipt of the materials and goods and of the appropriate invoice, unless expressly agreed otherwise between the parties by way of a separate contract/agreement.

iv. The Buyer reserves the right to deduct from any monies due, or becoming due, to the Seller any monies owed to the Buyer.

4. WARRANTY

i If within twelve months after the Goods have been put into service any defect in the goods shall be discovered, or arise under normal use, attributable in the Buyers opinion to faulty design, materials or workmanship or latent defect or caused by damage in transit, the Seller shall remedy the defect at the Buyers option either by replacement or repair at the Sellers own expense. The Seller shall not be entitled to reject any claim made in respect of any defect arising within the warranty period on the basis that the Buyer failed to make the complaint during such period.

ii The provisions of this condition shall apply to any goods so replaced or repaired, (whether) under warranty or otherwise, and shall be effective from the date of such replacement or repair, but shall not prejudice any of the Buyers rights of rejection or rescission under condition 15 hereof.

5. INSPECTING AND TESTING

Prior to delivery the Seller shall inspect and test the goods for compliance with the order and specifically warrant their fitness for the Buyers purpose, in the assessment of which the Buyer shall be deemed to have relied on the Sellers skill and judgement. The Seller shall if requested by the Buyer supply certified copies of records of such inspection and tests free of charge and will grant the Buyer, or the Buyers nominated representatives, a right of access at all reasonable times for the purpose of checking progress and carrying out, or witnessing, tests and/or inspection procedure. Any tests or inspection the Buyer may carry out shall not in any way diminish, affect or impair the Sellers obligations hereunder, or in law, and the Buyer shall be entitled to refuse to use, to accept delivery of, or subsequently return at the sellers expense, and as provided in condition 15 goods which the Buyers inspection or tests show do not comply with requirements of the order.

6. PACKING

The Seller will package the goods in a manner which proves to be suitable for transit and/or storage at no additional cost to the Buyer. At the sellers risk and expense the Buyer shall return the sellers packaging materials, if required, provided that such materials are stencilled with the Sellers name and address together with an addressed reversible label. The Seller will further provide that the Buyer be excluded from all liabilities for any loss or damage to such material, howsoever caused and whether or not arising out of the Buyers negligence or that of the Buyers servants or agents (save in the case of negligence as to death or personal injury).

7. AVAILABILITY OF SPARES

i The Seller will hold and make available to the Buyer on demand a sufficient quantity and range of spares for the Goods for a minimum of 10 years from the date of the last delivery of Goods under the Order.

ii In the event of the Seller being unable to comply with the provisions of this condition the Seller will provide at no cost to the Buyer sufficient information and technical data to enable the Buyer to manufacture or obtain such spares.

8. TOOLS ETC.

Tools, gauges, dies, jigs, fixtures, patterns or drawings (hereinafter called the tools) especially made by the Seller for the purpose of the Order and paid for by the Buyer, whether in whole or in part, or supplied by the Buyer to the Seller, shall be used solely for the manufacture of Goods exclusively to the Buyers Order and not for any other purpose or any other customer.

Any such tools shall be kept by the Seller in good order and repair and the Seller shall, where they are not already the Buyers sole property, grant to the Buyer the right to acquire these on payment of the written down value thereof as appearing in the Sellers books at the date that the Buyer exercises his rights. In such event the Seller will give the Buyer the Buyers proportion of any payment previously made towards the original cost of purchase or manufacture. Tools supplied by the Buyer shall remain the Buyers property and be returned by the Seller immediately on request. Also on request the Seller shall, at the Sellers cost supply to the Buyer an inventory of all such gauges, dies, fixtures, patterns or drawings either manufactured by the Seller or supplied by the Buyer hereunder.

9. FREE ISSUE

Full responsibility must be accepted for the Buyers materials/components sent out on a Free Issue basis which must be insured by the Seller against loss or damage. In addition, where free issue materials / components are supplied to the Seller direct by the Buyers sub-contractors in chargeable packing, the packing must be returned at the sellers expense direct to the Seller with a copy of advice note to the Buyers Bought Ledger Department, and the seller shall keep the Buyer fully indemnified against any liability whatsoever which the Buyer may incur as a result of the Seller's failure to return the packing.

10. IDENTIFICATION

All goods supplied against the Buyers drawings must be marked with the Buyers drawing number except where such a number cannot be incorporated. Packages containing goods supplied against the Buyers drawings, part numbers or catalogues must be marked with the appropriate reference.

Where goods supplied are ITARS restricted these goods should be clearly marked as such on the Sellers paperwork

11. DETERIORATION OF GOODS

i If the goods are perishable or have a life expectancy of a fixed duration, or if there are any circumstances known to the seller which would adversely affect the life-span of the goods, the Seller will forthwith notify the Buyer in writing of all such necessary and appropriate information relating thereto. Such information shall when so received by the Buyer, but not before, form part of the description of the goods.

ii All items which have a limited shelf should be clearly marked. (See Quality Conditions section viii).

12. DELIVERY

i. Time shall be of the Essence of this Order.

ii. Unless otherwise specified by the Buyer, delivery of the goods shall be effected by the Seller at the Sellers own risk and expense (including the risk of deterioration in

the goods during the course of transit) at the place and on the date(s) specified in the order.

iii. In the event of the goods not being made available on the date(s) specified in the order the Buyer retain the right to cancel the order as provided in Condition 15.

iv. The Buyer shall be under no obligation to accept delivery of the goods before the required delivery date but should the Buyer agree to accept early delivery the provisions contained in 1 (ii) above shall apply with regard to the dating of invoices.

v. If the Seller delivers to the Buyer goods or materials in excess of the quantities that the Seller contracted to sell, the Buyer may accept the goods or materials included in the contract and may accept or reject the balance of the good as deemed appropriate at the time of receipt. Any quantities rejected shall be and remain at the Sellers risk and (if the Seller requires) returnable at the Sellers expense. If the Buyer, by notice in writing, elects to accept the whole of the goods or materials delivered, it shall pay for them at the contract rate.

vi. Where a delay penalty clause exists between the Buyer and the Buyer's client the amount therein will become the liability of the Seller where it is deemed that the delay is due to the Seller's non-compliance with the Scheduled programme or non-availability of the labour or material deemed necessary by the Buyer to carry out the work in the time agreed.

vii Terms of the Contract as appropriate between the Buyer and the Buyer's client will be available during normal working hours for inspection at the Buyers business address and the Seller shall be similarly bound by any liabilities and obligations and is subject to any defects liability period container therein. The Buyer reserves the right to ensure the Seller's representative has the correct nationality and security clearance, if applicable, prior to inspection by the Seller.

viii Goods supplied as a result of this order will be used for commercial and/or military equipment, as required by the company. Delivery of goods against this order will be deemed as acceptance of this condition without pre-notification of the end use.

13. PASSING OF PROPERTY

The property and risk in the goods shall pass to the Buyer on delivery (In the case of delivery by instalments on the delivery of each instalment) and in either case the risk shall only pass if delivery is to a person authorised to receive the goods at the premises specified in the order or as otherwise agreed.

Where the goods, or any part of them, though ready for delivery are retained by the Seller pending delivery instructions, then the property of such Goods shall pass to the Buyer upon payment, but the risk of such Goods shall remain with the Seller until actual delivery.

The property of the goods or materials shall pass to the Buyer in accordance with the provisions of the Sale of Goods Act 1979 and any reservation or title by the Seller shall be of no effect.

14. INSURANCE AND INDEMNITY

i. The seller will insure to their full value any goods, tools, materials and any other property provided by, or through, the Buyer to the Seller for the Seller's use whilst they are in the Seller's possession the Seller shall hold any insurance monies payable under this clause in trust for the Buyer.

ii. The Seller will indemnify the Buyer against any and all liability, loss, damage claims, costs and expenses howsoever arising in connection with the following and will take out adequate insurance thereof in respect of:

a) If the Goods cause injury to any person or damage to any property from inherent vice or by reason of faulty design, materials, workmanship or as the result of any breach by the Seller of any statutory duty laid upon the manufacturers or Sellers of any article for use at work, or if the Seller or any of the Seller's servant or agents cause or suffer any injury or damage whilst on the Buyer's premises in performance of this order.

b) If the Seller fails to comply with any statute, statutory rule, order directive or regulation under Condition 17 hereof.

c) Consequential loss or damage sustained by the Buyer for which the Buyer may be liable as a result of the failure of the Seller its servants or agents to perform the work, or supply of services, in accordance with the terms of the order.

15. REJECTION AND RESCESSION

If the goods are, or prove to be, defective or do not comply with the order or if any of the conditions of order are broken or not complied with by the Seller, or it is clear that the Seller will be unable to perform the Seller's part of the order the Buyer shall, at the Buyer's discretion, be entitled to reject the goods and/or cancel/amend the Order (in whole or in part) (notwithstanding that the property i.e. the goods may have passed title) by giving written notice to the Seller and the following provisions shall where appropriate apply.

i The Buyer shall return to the Seller at the Seller's risk and expense any rejected goods, or any goods already delivered which by reason of non-delivery of the balance are not reasonably capable of use by the Buyer, or at the Buyer's option shall require the Seller to collect the same and:

ii The Buyer may at the Buyer's discretion require the Seller either to restore or rectify the goods to the Buyer's satisfaction and at the Seller's expense, or to replace any goods so rejected upon the same conditions herein stated.

iii The Seller will forthwith repay to the Buyer any money paid by the Buyer in respect of rejected or undelivered goods.

16. STATUTORY AND OTHER REQUIREMENTS

i. The Seller will in relation to the goods comply, and it is a condition of this Order, that the goods comply with the provisions and requirements applicable to the design, manufacture, supply and use of the goods (whether expressly or by implication) of

any statute, statutory rule, order, directive or regulation or relevant British Standard (or equivalent expressly agreed to by the Buyer) in force at the time of delivery.

ii The goods and all supporting literature shall conform with all descriptions (within the meaning of the Trade Description Acts 1968 and 1972 or any statutory modification or re-enactment thereof) applied thereof by the Seller.

iii. The Seller will supply where appropriate, and not later than the date of delivery or installation of the Goods, operator's manuals, instruction manuals, lists of recommended spares and other supporting literature in relation to the goods, together with adequate information about the use for which the goods have been designed and have been tested and about any conditions necessary to ensure that when put to that use the goods will be safe and without risk to health.

iv If applicable the Seller will supply a copy of the MSD sheet with the delivery of the goods (an electronic copy of the MSD sheet will also be deemed appropriate if sent to the Buyer at the time of delivery of the goods).

17. CONFIDENTIALITY

i This Order and the subject matter thereof shall be treated as confidential between the parties and shall not be disclosed or published to any third party for any reason without the Buyers prior written consent and:

ii The Seller will not use the Buyer's name or other identify for advertising or publicity purposes without the Buyers prior written consent.

iii. The Seller will not copy, publicise or make available to any third party any drawings, patterns, tooling of any kind, written instructions, specifications and other technical papers supplied by the Buyer, or produced by the seller at the Buyers cost for the purposes of this Order, and the same shall remain the Buyers property and must be returned to the Buyer on demand at the Sellers expense.

iv. Seller acknowledges that Seller may receive, be exposed to, and learn in the course of providing to the Buyer the Products and Services hereunder, secret, confidential, proprietary knowledge, information, or trade secrets of the Buyer, including but not limited to information regarding know-how, drawings, designs, specifications supplied by Buyer in connection with the Contract, business methods, finances, customers, Sellers, pricing, marketing, technologies, and the personnel of Buyer and the terms/conditions of this Contract, ("Confidential Information"), in various media, including but not limited to oral, written, and electronic form. "Confidential Information" shall not include any information which is publicly available through no fault of the Seller. Both during and after Seller's engagement with the Buyer, and without the prior written consent by Buyer, the Seller shall not (a) disclose or make accessible to any person or communicate in any manner to any party any Confidential Information, or (b) use any Confidential Information for personal benefit or for that of a third party; provided, however, that the Seller may provide such information where required by law so long as Seller uses all reasonable endeavours to notify Buyer in advance of such disclosure and seeks to ensure that all such recipients agree to be bound by similar

confidentiality restrictions. The Seller shall return or destroy the Confidential Information upon Buyer's request. The Seller agrees to comply with all applicable security procedures in the event Seller is provided with information marked as "Classified" "UK Restricted" "Secret" etc pursuant to the Contract or Order.

18. FORCE MAJEURE

i. The Buyer shall not be liable to the Seller for failure to accept delivery of the Goods resulting from any breakdown of plant or apparatus, fire, explosions, accident, strike, lock-out or any event or cause beyond the Buyer's control.

ii. If the Seller fails to perform any part of this order by reason of any event or cause such as is specified in the preceding sub-clause the Buyer may at the Buyer's discretion suspend or cancel the delivery of the goods and/or the performance of this order without any liability to the Seller for payment.

19. ASSIGNMENT AND SUBCONTRACTING

The Seller shall not without the Buyer's written consent, assign, transfer or sub-contract the order, or any substantive part of it, to any third party other than for materials, minor details or for any part of the Goods of which the makers are named in the order or specification, or as is normal in the course of the Seller's business. Any such consent shall not relieve the Seller of any obligations under the Contract.

20. PROPRIETARY RIGHTS

The Seller will indemnify the Buyer against any and all liability, loss, damage, claims, costs and expenses arising out of any claim in respect of any infringement or alleged infringement of any patent, trademark, registered design or copyright or other proprietary rights whether in the United Kingdom or elsewhere resulting from the design, manufacture, use, supply, or re-supply of the goods. If whilst in the execution of the contract the Seller makes any invention, discovery or improvement associated with such work, this will become the Buyer's property and the Seller may be required, at the cost of the Buyer, to execute applications, assignments or other documents to establish the Buyer's rights, title and interests therein.

21. LAW

i The validity and performance of this contract shall be governed by the law of England and subject to the exclusive jurisdiction of the English courts. If any provision of these conditions shall be deemed to be invalid for any reason, the conditions shall be read as if the invalid provisions had to that extent been deleted; the validity of the remaining provisions of the conditions shall not be affected thereby.

ii In the event of any dispute or difference of opinion arising between the Buyer and the Seller the matter may be referred by either the Buyer or the Seller to an arbitrator, mutually agreed between the Buyer and the Seller or nominated by the President of the Institute of Electrical Engineers, such arbitration shall be conducted

in accordance with the Arbitration Act 1990 (as amended). Such arbitration shall take place in London.

22. COPYRIGHTS AND INTELLECTUAL PROPERTY

i All rights, including copyright in the Buyer's documents, furnished to the Seller in connection with the order shall at all times become or remain vested in the Buyer, and neither the documents or their contents shall be used without the Buyer's express written consent for any purpose other than that for which they were furnished.

ii The Buyer and its customers shall have a perpetual, irrevocable world-wide royalty free licence to use any copyrights, inventions and designs, (whether patented and registered or not), and all forms of technological information and other intellectual property rights owned by the Seller or used in the manufacture or creation of the goods, and any documentation associated with the goods.

iii Insofar as the subject of this Order is the supply to the Buyer of software or documentation including but not limited to drawings, all copyright and any other rights therein, shall belong to the Buyer. The Seller hereby warrant that they have the right to grant such rights to the Buyer and therefore indemnifies the Buyer against all claims, including the costs associated with any claim, by parties who may represent that they own such rights. Where the performance of this order involves design work, the rights in the resultant design(s) (whether registered or not) shall belong to the Buyer.

23. BREAK

The Buyer reserves the right to cancel this Order at any time. In the event of cancellation the Buyer shall pay the seller a fair and reasonable price (not exceeding the total price shown on this Order) in respect of goods delivered, work done and firm commitments made, either agreed between the Buyer and the Seller or determined by arbitration.

24. COMPLIANCE WITH SAFETY REGULATIONS

i Health and Safety

The Seller will at all times comply with all legislation and regulations (including but not limited to the Factories Act 1961 and the Health and Safety at Work Act 1974 etc) relevant to the goods and services covered by the order and hereby indemnify the Buyer against any liability, costs, losses and expenses the Buyer may sustain if the Seller fails to do so.

ii Where applicable material/goods applicable to this order should comply with the latest legislation concerning: -

a EMC compatibility; Directive 89/336 /EEC

b Low Voltage; Directive 73/23/EEC
c Ozone depleting substances:

As a condition of this order, any and all items supplied under the order, which contain or are manufactured using ozone depleting substances, as defined by the Montreal Protocol, shall be clearly and securely labelled by the Seller as follows: -

WARNING

“Contains (or manufactured with, if appropriate (insert chemical name of substance(s)), a substance which harms public health and environment by destroying ozone in the upper atmosphere.”

Each container/package within the shipment from the Seller should be individually labelled.

25. PERSONNEL

If it should be necessary for the Seller or the Seller's employees to enter the Buyer's property or the property of any of the Buyer's associated or affiliated companies then the following provisions shall apply: -

- (i) The Seller must comply with all site security rules (including the right to stop and search people and vehicles).
- (ii) The Seller and the Seller's employees will at all times act in a reasonable manner whilst on site and the Seller shall be responsible for any death or injury to any of the Buyer's employees, loss or damage to the Buyer's employee's property or the Buyer's property caused by the Seller or the Seller's representative whilst on site how-so-ever caused.

Before the Seller or his representative enters the Buyer's site the Seller will demonstrate to the Buyer's satisfaction that the Seller holds insurance cover with a reputable insurance company to a value of at least £1,000,000 in respect of any legal liability which might arise against the Seller.

26. SPECIFIC QUALITY CONDITIONS

i The Seller shall ensure that a quality system is maintained, to the satisfaction of the Buyer, which will ensure all the terms and conditions of the applicable purchase order can be met and maintained.

ii The Buyer reserves the right of reasonable access to the Seller's premises, or those of its sub-contractors, at any reasonable time during the fulfilment of the purchase order requirement. This access, which may include accompaniment by the Buyer's customer representative, is for the purpose of quality system surveillance or product verification.

iii The Seller shall maintain adequate controls to ensure the products or services to be provided will comply with the requirements of the applicable purchase order, and ensure only acceptable products are processed.

iv The Seller will maintain batch traceability from source to delivery of product to the Buyer. These records to include materials used and processes performed.

v The Seller shall ensure only products which conform to the purchase order requirements are submitted for acceptance by or on behalf of the Buyer. Deviations from the purchase order requirements shall be agreed with the Buyer prior to shipment of goods. In addition deviations from the specification or drawing requirements must be approved by Buyer's Quality Dept. on a concession or Production Permit form.

vi Unless otherwise stated on the purchase order or referenced in the specification or drawing, the Seller shall provide adequate packaging to ensure the product supplied will be free from damage.

vii The Seller shall provide a Certificate of Conformity ("C of C") with each delivery of all products which are the subject of the applicable purchase order which shall reference as a minimum:

- The Purchase Order number
- The Buyer's part number and issue (when provided on the purchase order)
- The purchase order description of the product (including component quality level if applicable)
- The date
- The quantity delivered
- All deviations from the purchase order requirements agreed with the Seller
- The name and address of the Seller
- A statement certifying the compliance of the products to the purchase order requirements
- A unique reference number for the particular C of C

The C of C shall be signed by an authorised representative of the Sellers Company

In addition to the C of C, the Seller shall provide, with each delivery, all other relevant documentation required by the purchase order. Products which are functionally tested or calibrated equipment shall be accompanied by a certificate of test or calibration verifying conformity to the relevant specifications and traceable to national or international standards, as relevant. A copy of the actual results may be required.

Items received without the correct certification/documentation may be rejected and returned to the Seller, or quarantined pending receipt of certification, which will delay payment.

viii All items which have a limited shelf life should be clearly marked with date of manufacture and the period of guaranteed shelf life. As the item is not necessarily for immediate use at least 90% of the marked shelf life should be remaining. All surface mount components to be supplied with a manufacturers date code of less than 2 years.

ix Unless otherwise stated the Seller should retain all quality records associated with the purchase order for a minimum of 10 years.

x On receipt the goods may be subject to inspection/tests by the Buyer before acceptance.

xi Certain items may be the subject of First Article Inspection (FAI). If this condition is specified on the order from the Buyer the Seller shall provide all FAI reports in accordance with AS9102 requirements.

Goods will not be accepted without the FAI report in the correct format

27. DATA PROTECTION ACT

The Seller shall take such appropriate technical and organizational measures as are necessary to comply with the Data Protection Act 1998 (DPA) to protect against unauthorized or unlawful processing of the Buyer's data, and against accidental loss, destruction or damage to the Buyer's data.

The Data Protection Act means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

The Seller shall also comply with the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy.

The Seller acknowledges that the Buyer places great emphasis on confidentiality, integrity and availability of information and consequently on the security of the Sites and the security of the Buyer's systems. The Seller also acknowledges the confidentiality of the Buyer's data and shall ensure that non of the Buyer's data is copied to (including but not limited to) media, laptops, CDs, DVDs, USBs, external hard-drives or email other than is necessary in the performance of the Contract.

28. ANTI-BRIBERY

Both parties agree that in connection with activities under this Agreement it shall not make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the Foreign Corrupt Practices Act, the UK Bribery Act 2010 or other applicable anti-bribery laws. It is the intent of the parties that no payments or transfers of value shall be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage.

29. EXPORT COMPLIANCE

The Seller shall secure and comply with all necessary export and import licences, agreements, consents, customs clearances and all other approvals in respect of the supply of the products and services to the Buyer, including authorisations, if any, provided by the U.S. Department of State, pursuant to the International Traffic in Arms Regulations (ITAR), and the U.S. Department of Commerce, pursuant to the Export Administration Regulations (EAR). The Seller shall provide a clear statement to the Buyer of the U.S. content (either ITAR-controlled or EAR-controlled) of all products that they are required to sell to the Buyer, and shall obtain and provide copies to the Buyer of all licences, permits, approvals or other authorisations as necessary to sell and deliver the products to, and perform the services for the Buyer pursuant to the Purchase Order. The Seller shall inform the Buyer as soon as they become aware that the exportability or importability of the products that they are required to sell and deliver to the Buyer has changed. The Seller shall be held responsible for any delays in delivery of products or services to the Buyer as a result of the permanent or temporary inability to obtain export licences or authorisations as a result of a change in the ITAR/EAR status of products that they are required to sell to the Buyer. The Seller shall obtain all necessary amendments to licences, permits, approvals or other authorisations as requested by Buyer. On request, each party shall supply the other with information necessary to support the requisite export /import authorisations, such as ultimate end user, ultimate end use, intermediate

consignees, signatories, foreign sub-licensees and their nationalities. The Seller shall also provide accurate Customs Commodity Code information for all products being supplied under this Purchase Order.

30. IPC610

Any work performed by the Seller in pursuance of the order shall meet the requirements of IPC610.

31. CONTRACT FOR SERVICES

This Order shall not under any circumstances be construed as an offer of employment.