AMPHENOL MARTEC

Terms and Conditions of Sale

1. DEFINITIONS

The ‘SELLER’ means AMPHENOL MARTEC, of Thanet Way, Whitstable, Kent, CT5 3JK.

The ‘BUYER’ means any person, firm or company purchasing the goods and/or services supplied by the Seller.

The 'CONTRACT' means any contract between the Seller and the Buyer for the sale and purchase of goods and/or services to be supplied by the Seller incorporating these conditions.

The ‘TERMS’ means these terms and conditions.

2. FORMATION OF CONTRACT

The Contract is formed upon Seller’s acceptance of an order from the Buyer incorporating the Terms. Each order for goods and/or services by the Buyer to the Seller shall be deemed to be an offer by the Buyer to buy the goods and/or services subject to these terms and conditions. No such order shall become binding on the Seller until it has been expressly accepted by the Seller in writing. For the avoidance of doubt, an acceptance by the Buyer of a quotation provided by the Seller shall be treated as an order by the Buyer.

3. VARIATION OF CONTRACT

No alteration to this Contract or any of these Terms shall be binding on the Seller unless agreed in writing and duly signed by its representative.

4. PREVAILING CONDITIONS

All Contracts between the Seller and the Buyer for the supply of goods and/or services by the Seller shall be subject to and incorporate in their entirety, these conditions, all other terms and conditions whatsoever being expressly excluded unless specifically accepted in writing and duly signed by the Seller. The Seller is not willing to contract other than on these conditions and any printed or standard conditions which appear or are referred to on any documents emanating from the Buyer, including electronic commerce, between Buyer and Seller will be governed solely by the Terms, notwithstanding any conflicting or additional terms on Buyer’s website, portal, or application, or any purported acceptance of such conflicting or additional terms by Seller. Any act by Seller (including commencement of production or shipment) is conditioned upon the Terms and does not constitute acceptance of any terms different or additional to the Terms. Any act by Buyer including, but not limited to, Buyer’s issuing a statement of work, issuing a nomination letter, providing specifications, accepting

delivery of any goods or services, paying for any goods or services, constitutes Buyer‘s performance of the Contract under the Terms.

5. ENTIRE AGREEMENT

The Contract shall constitute the entire agreement and understanding and shall supersede any previous agreement(s) between the parties in connection with the subject matter of the Contract. The Buyer acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon, and in connection with the Contract does not have any remedy in respect of any representation or other statement of promise of any nature whatsoever other than as expressly set out in the Contract. Nothing in the Contract shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.

6. PAYMENT

Unless otherwise agreed by Seller in writing payment terms are 30 days net (on or before the 30th day following the date of the invoice) or in accordance with any individual settlement terms agreed in writing with the Seller and time shall be of the essence of this condition. Seller will invoice Buyer at the time of delivery. The Buyer is liable to pay for all goods and/or services (including without limitation VAT and other sales tax and expenses) supplied to him by the Seller. The Seller shall be entitled to invoice the Customer for the price of the goods, together with any delivery charges and applicable VAT or other sales tax, on or at any time after delivery or shipment of the goods (whichever is the earlier), unless the Buyer wrongfully fails to take delivery of the goods, in which case the Seller will be entitled to invoice the Buyer for such sums at any time after the Seller has tendered delivery of the goods. The Seller will be entitled to invoice the Buyer for the price of the services, together with all expenses incurred by the Seller in providing the services and any applicable VAT or other sales tax, on the dates specified in the Contract, or where no such dates are specified, either on completion of the services or at any time after the end of each calendar month in respect of services provided during that month, whichever is earlier. If payment is not made on the due date for payment, the Seller shall be entitled (without prejudice to any other right or remedy it may have) to charge interest on the amount due from that date until the date of payment in full (whether before or after judgement) at 10% over Barclays Bank Base Rate in force for the time being and to charge for the legals fees incurred to reclaim payment.

The Seller reserves the right to alter the terms for payment which it allows to any class of or individual purchaser without notice and after such change of terms, the terms allowed shall be those current at the date of dispatch of the goods by the Seller.

The Buyer shall not be entitled to the benefit of any set-off to which he might be otherwise entitled in Law or in Equity. All sums payable under this Contract will be

payable without any counterclaim or deductions and the Seller shall be entitled in the event of non-payment, to obtain and enforce judgement thereon without any stay of execution pending the determination of any cross claim by the Buyer.

7. QUOTATIONS AND PRICING

The price of the goods and/or services will be the price stated in the order as accepted by the Seller. Where no price is stated the price of the goods and/or services shall be that listed in the Seller's price list current as at the date on which the order is accepted by the Seller. The quoted price will be valid, unless it is withdrawn before the Buyer places an order, for 30 days from the date thereof and may, unless otherwise stated in the quotation, be varied by the Seller, upon notice to the Buyer, at any time before delivery in accordance with cost variations, including, without limitation, variations in the cost to the Seller of supplies, energy, gas, petrol, transport, materials, labour, operation of transport, including those consequent upon fluctuation in exchange rates, any direct or indirect Customs and Excise duties import and/or export duties or any other taxes, tariffs and surcharges levied or imposed in any country, any change in delivery dates, quantities or specifications for the goods and/or services which is requested by the Buyer and any failure by the Buyer to comply with its obligations under the Terms. Prices are provided in accordance with Seller’s lead-times and the Seller is not responsible for any delay in performing the Contract for reason attributable to the Buyer. Any variance in the costs of materials or otherwise due to such delay will be charged to the Buyer.

8. DELIVERY, TITLE AND RISK.

Unless otherwise agreed in writing by the Seller, delivery of the goods shall be Free Carrier (FCA) (Incoterms 2020) Seller factory. Title and risk of loss shall vest in Buyer upon delivery of the goods to a common carrier.

If the Company delivers to the Buyer a quantity of Goods of up to 3% more or less than the quantity accepted by the Company the Buyer shall not be entitled to object or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for the Goods at the pro rata Contract rate.

9. SHIP DATE

The ship date stated on an order acknowledgment or otherwise agreed in writing by the parties is Seller’s best approximation of the anticipated ship date and shall not be of the essence or deemed to represent a fixed or guaranteed ship date. Seller shall not be liable for any losses, costs, damages, charges, or expenses caused directly or indirectly from any delay in shipment of the goods.

10. TESTING AND DESIGN

The stated prices do not include any qualification testing, test data or the granting of any rights to Buyer for design, drawings or inventions. Buyer's inspection and/or testing of the goods, if any, shall be conducted at its own expense, using qualified testing and inspection personnel, and in accordance with agreed practices and, in any event, in a commercially reasonable manner. If performed at Seller's facility, Buyer shall not disrupt Seller's ordinary operations. Seller will assist or participate in the testing or inspection only if agreed to by Seller in writing, including agreement on compensation for any non-customary procedures.

11. SERVICE CHARGES AND TOOLING

Any Non-Recurring Engineering charges or other service charges paid by Buyer shall not be deemed to grant Buyer any right, title or interest in any tools, dies, jigs, fixtures and items of like nature, or in any design, engineering, trade secret, patent, Intellectual Property (defined below), or other proprietary rights, and such items shall at all times be and remain the sole property of Seller.

12. CHANGES

Buyer may request in writing changes to the specifications, fit, form, function, appearance, or performance of the goods and services. Seller may refuse the request if it is unfeasible or would substantially affect Seller's performance or cost. In that case, Seller shall within a reasonable time advise Buyer of the expected impact on cost, timing or other term of performance. Thereafter, Seller may at its sole discretion either: (a) proceed with the change and equitably adjust the price or other relevant term of performance to account for the impact of the change; or (b) pursuant to clause 23 hereunder, consider the order cancelled, charge the Buyer for the Contract value and be equitably compensated for costs incurred including but not limited to, compensation for engineering or tooling costs.

13. ALLOCATION

In the event of inability for any reason to supply the total demand for the goods specified in a Purchase Order, Seller may allocate its available supply among any or all Buyers, as well as departments and divisions of Seller, on such basis as it may deem fair and reasonable without liability for any failure of performance which may result therefrom.

14. LIMITATIONS, RELEASES AND FORECASTS

Buyer acknowledges that Seller will rely on Buyer's releases and forecasts to provide the goods in an efficient and effective manner, including but not limited to procuring materials, arranging labour and scheduling and configuring Seller's plant. Releases and forecasts shall in all cases be reasonable and in accordance with Seller's lead time. If Buyer fails to do so: (a) Seller shall have no liability if it is unable to fulfil releases

despite best efforts; and (b) Seller will be equitably compensated for incremental costs of fulfilling the releases, such as, without limitation, idled labour, in the case of a downward variance or overtime labour or expedited shipping of materials, in the case of an upward variance. The Seller shall bear no liability under the Contract if the Buyer's design proves unattainable or if the materials necessary for its realisation are not reasonably available in the market despite the Seller's best efforts. In such cases, the Seller may, at its discretion, choose to either cancel or postpone the order in accordance with the options in section 23 herein.

15. INTELLECTUAL PROPERTY OWNERSHIP

“Intellectual Property” means any inventions, technological innovations, discoveries, designs, formulas, know-how, business methods, computer software, ideas, creations, writing, lectures, illustrations, photographs, scientific and mathematical models, improvements to such items, and all recorded material defining, describing, or illustrating such items, whether in hard copy or electronic form, and all registered or unregistered rights in such items, including but not limited to, patents, trademarks, service marks, trade secrets and copyrights. “Background Intellectual Property” means all Intellectual Property (a) existing prior to the effective date of the Contract or prior to the date Buyer and Seller began any technical cooperation relating to the goods or services contracted, whichever is earlier, or (b) acquired or developed after such date and outside the scope of the Contract. “Foreground Intellectual Property” means all Intellectual Property except Background Intellectual Property. Each Party retains ownership of its Background Intellectual Property. Each Party owns all Foreground Intellectual Property created by such Party without input from the other Party. Any Foreground Intellectual Property created with input from the other Party (“Joint Foreground Intellectual Property”) is owned by Seller. Buyer hereby irrevocably transfers, conveys and assigns all of Buyer’s right, title and interest in such Joint Foreground Intellectual Property to Seller. Buyer will cooperate (and cause its employees to cooperate) in executing any documents or taking any other actions necessary or convenient to perfect Seller’s rights in such Joint Foreground Intellectual Property. Seller grants no rights or licences to its Background or Foreground Intellectual Property, except that Seller grants Buyer the right to offer for sale and sell goods Buyer has purchased from Seller and the right for Buyer and its customers to use such goods. For the avoidance of doubt, the foregoing licence does not include any rights to make or have made goods or services, procure goods or services from sources other than Seller, or otherwise use Seller’s Background or Foreground Intellectual Property for any other purpose.

16. CONFIDENTIALITY

All non-public, confidential, or proprietary information of Seller, including but not limited to trade secrets, Intellectual Property, business information, specifications,

samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, and rebates, that is disclosed by or on behalf of Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and regardless of whether marked, designated, or otherwise identified as “confidential,” in connection with these Terms (“Confidential Information”) is strictly confidential, is provided solely for the use of performing these Terms, and may not be disclosed to any person, corporate division or entity, or copied, unless authorised in advance by Seller in writing. Upon Seller's request, Buyer will promptly return all Confidential Information and any copies thereof. Seller will be entitled to injunctive relief for any violation of this provision, without having to post bond or establish the insufficiency of a remedy at law. This provision does not apply to information that is: (a) in the public domain, through no fault of Buyer, at or subsequent to the time such Confidential Information was disclosed to Buyer by Seller; (b) rightfully known by Buyer free of any obligation of confidence at the time of disclosure to Buyer by Seller, as evidenced by Buyer’s written records; or (c) rightfully obtained by Buyer from a third party without similar restriction from such party and the disclosure of which from such third party does not constitute a violation of an obligation by such third party to Seller, each as evidenced by Buyer’s written records.

17. ACCEPTANCE

All goods will be deemed accepted unless Buyer notifies Seller of rejection within three days of delivery. The Buyer may reject the goods only for material non-conformities to the warranties in Section 18.

18. EXCLUSIVE EXPRESS WARRANTY. DISCLAIMER OF IMPLIED WARRANTIES

For a period of one year after the date of delivery, Seller warrants that the goods: (a) (Where the Seller performs Build to Print) goods will conform to the Buyer’s Drawings as accepted by the Seller, which takes precedence over any other representations, descriptions or build standards; the goods will otherwise conform to the Seller’s specifications.(b) will be free of defects in material and workmanship and (c) will be free of liens and encumbrances when shipped to Buyer. Buyer shall notify Seller in writing within ten (10) calendar days after discovery of the failure of any good to conform to the warranty set forth above, shall describe in commercially reasonable detail in such notice the symptoms associated with such failure, and shall immediately provide to Seller the opportunity to inspect such good as installed, if possible. The notice must be received by Seller within one year after the date of delivery, but no later than ten (10) days after discovery. Unless otherwise directed in writing by Seller, within thirty (30) calendar days after submitting such notice, Buyer shall package the allegedly defective good in its original shipping carton(s) or a functional equivalent and shall ship it to Seller. Within a reasonable time after receipt of the allegedly defective goods and verification by Seller that the goods fail to meet the warranty set forth above, Seller shall

correct such failure by, at Seller's option, either (i) modifying or repairing the goods or (ii) replacing the goods. Such modification, repair or replacement and the return shipment of the goods with minimum insurance to Buyer shall be at Seller's expense. Buyer shall bear the risk of loss or damage in transit and may insure the goods. Buyer shall reimburse Seller for transportation costs incurred for goods returned but found by Seller not to be defective. Modification or repair of goods may, at Seller's option, take place either at Seller's facilities or at Buyer's premises. If Seller is unable to modify, repair or replace goods to conform to the warranty set forth above, then Seller shall, at Seller's option, either refund to Buyer or credit to Buyer's account the purchase price of the goods less depreciation calculated on a straight-line basis. THE TERMS OF THE APPLICABLE WARRANTIES, AS SET FORTH ABOVE, ARE THE SOLE AND EXCLUSIVE WARRANTY TERMS THAT SHALL HAVE ANY FORCE AND EFFECT, AND SUCH TERMS ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE EXPRESSLY EXCLUDED.

19. WARRANTY EXCLUSIONS. LIMITATION OF EXPRESS WARRANTY

(a) Buyer shall be fully responsible for ensuring that its needs and requirements are met and fulfilled by the goods ordered in its purchase order. Under no circumstances shall Seller be responsible for, or held liable in respect of, any build standard, statement or representation relied upon by Buyer which is not included in Seller's specifications as accepted in its order acknowledgment. Any samples, models, drawings, affirmations of fact, descriptions, or advertising issued or published by Seller and any descriptions of the goods contained in Seller's marketing materials or websites are for informational purposes only and shall not create any warranty of any kind.

(b) Unless otherwise expressly provided in the Contract, Seller does not warrant: (i) the adequacy of the specifications provided by Buyer, including innocent errors or omissions; (ii) design; (iii) that Seller or the goods are certified or approved by any entity or organisation or are in compliance with any industry standards, guidelines or procedures; or (iv) the goods will comply with the requirements of any safety or environment code or regulation of any state or jurisdiction. Buyer affirms that it has not relied upon Seller's skill nor judgment to select or furnish the goods for any particular purpose, performance or otherwise beyond the specific express warranties in the Contract and that any design provided by Seller is based on information provided by Buyer. Seller provides no warranty as to prototype goods or as to goods used by Buyer in any program or application other than the specific program identified in Seller's order acknowledgment for the goods.

(c) Seller shall not be liable for any breach of warranty arising out of the failure of a directed supplier to provide conforming directed supplies. Seller shall not be liable for any breach of warranty arising from a third party's assembly of the goods. Seller's

warranties shall apply only if the goods: (i) have been installed, maintained and used in conformity with instructions furnished by Seller from time to time, if any, and otherwise in conformity with the highest industry practices; (ii) have been subjected only to normal use for the purpose for which the goods were designed; (iii) have not been subjected to misuse, negligence or accident; (iv) have not been improperly stored; (v) have not been altered or repaired by persons other than Seller in any respect which, in the judgment of Seller, adversely affects the condition or operation of the goods; (vi) have been used in accordance with the specifications; (vii) have not been exposed to conditions not indicated in the specifications; and (viii) have been fully paid for. Seller's warranties are not assignable and are not for the benefit of any third party.

20. PATENT INFRINGMENT

Seller shall, with respect to any goods or services designed solely by Seller, indemnify Buyer from all damages and costs resulting from any claim that such goods or services constitute a direct infringement of any US and United Kingdom patent, provided that Buyer notifies Seller in writing of such claim within ten (10) calendar days of Buyer's receipt of such claim and Seller is given the right to control the defense of any such claim, provided, however, that Seller shall have no obligation under this section to the extent such claim results from any alteration or modification of such good or services by Buyer or others; from Seller's compliance with features, designs or specifications provided by Buyer; the combination, operation or use of the goods or services with other goods or services not furnished by Seller; or use of the goods or services in a manner not intended by Seller. Buyer agrees to fully defend, indemnify, and hold Seller harmless from any and all costs, expenses, damages, judgments or losses of any kind, including reasonable attorney's fees, arising from any claim, suit or demand that any goods or services provided by Seller according to Buyer's features, design, specifications, or instructions infringe any third-party Intellectual Property, including patents.

21. RIGHT TO SUB-CONTRACT

The Seller shall be entitled to sub-contract any part of the Contract.

22. DISTRIBUTION

The Seller reserves the right to refer any order to its distribution network. Where the Seller refer such orders, any agreement reached between the Buyer and the Seller's distributors for the supply of goods and/or services is solely between the Buyer and our distributor and subject to the terms and conditions agreed between the Buyer and distributor and the Seller shall have no liability arising out of or in relation to the supply of goods and/or services by any of its distributors to the Buyer.

23. CANCELLATIONS AND POSTPONMENTS

Contracts are considered as bespoke Buyer requirements. Consequently, any Buyer request to amend, cancel, or postpone delivery is subject to the following conditions.

i) In the event of cancellation, the Seller reserves the right to charge 100% of the Contract value.

ii) If a Buyer requests order postponement for a period exceeding 90 days but not longer than 180 days from the original date acknowledged by Seller, the Seller is entitled to invoice the Buyer for all materials ordered and purchased in alignment with the original order demand.

iii) For order postponements exceeding 180 days, the Seller, at its discretion, may treat the order as cancelled or invoice the Buyer for 75% of the original order value, pending order completion.

iv) In the event of cancellation, the Seller retains the right to dispose of all stock purchased in good faith for the specific purpose of executing the order, at its sole discretion.

The Seller will not accept return of the goods for credit or exchange unless previously agreed in writing and duly signed by the Seller.

24. EXCLUSIVE REMEDIES. LIMITATION OF LIABILITY AND INDEMNITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, SELLER'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE, ARISING OUT OF AND/OR IN ANY WAY RELATED TO THESE TERMS OR THE MANUFACTURE, SALE OR DELIVERY OR USE OF SELLER'S GOODS OR SERVICES WILL BE LIMITED TO THE DIRECT DAMAGES BUYER ACTUALLY INCURS NOT TO EXCEED THE LESSER OF: (A) $500,000 OR (B) THE PURCHASE PRICE OF THE AFFECTED GOODS DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT, LINE DOWN COSTS OR CLAIMS OF THIRD PARTIES), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE. THESE LIMITATIONS APPLY EVEN IF BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE. By accepting delivery of the goods ordered, Buyer agrees that it indemnifies and holds harmless Seller from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in Buyer's facilities or activities. Buyer assumes the risk and agrees to indemnify Seller against and hold Seller harmless from

all liability relating to (i) assessing the suitability for Buyer's intended use of the goods and of any system design or drawing and (ii) determining the compliance of Buyer's use of the goods with applicable laws, regulations, codes and standards. Buyer retains and accepts full responsibility for all warranty and other claims relating to, or arising from, Buyer's products which include or incorporate goods or components manufactured or supplied by Seller. Buyer is solely responsible for any and all representations and warranties regarding the products made or authorised by Buyer. Buyer will indemnify Seller and hold Seller harmless from any liability, claims, loss, cost or expenses (including reasonable legal fees) attributable to Buyer's products or representations or warranties concerning same. Neither Party shall have any indemnity obligation, whether by express or implied contract or implied by law, except as stated in Sections 20 and 21. Notwithstanding anything to the contrary in the Contract, nothing in the Contract limits any liability which cannot legally be limited, including liability for a) death or personal injury caused by negligence; (b) fraud or fraudulent misrepresentation; (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession; and (d) breach of section 2 of the Consumer Protection Act 1987.

25. EXPORT AND IN-COUNTRY TRANSFER COMPLIACE

Where the supply of goods and/or services are subject to export controls the Buyer agrees to be bound by all relevant regulations, which also includes the US regulations International Traffic in Arms (ITAR) and Export Administration Regulations (EAR).

The Buyer shall comply with all export laws and where required obtain all relevant licences, permits or other authorizations required to transfer (including in-country transfer), export or re-export of any goods and/or related technology.

The Buyer is prohibited from exporting, re-exporting to any country or entity subject to UK, UN, EU or OSCE (Organisation for Security and Cooperation in Europe) sanctions or embargoes.

The Buyer shall not use the goods for any purpose associated with chemical, biological or nuclear weapons or missile capable of delivering such weapons, nor will the goods be resold if the Buyer knows or suspects that the goods are intended or likely to be used for such purposes.

The Buyer shall not use the goods or any replica of them in any nuclear explosive activity or unsafeguarded nuclear fuel cycle.

The Buyer shall promptly provide all information and documentation reasonably requested by Seller to assist Seller in complying with its obligations in exporting goods pursuant to applicable export control laws. Contracts will not be acknowledged until this documentation is received. The Seller cannot export any goods without a valid original end-user statement. Where appropriate the Seller reserves the right to invoice

for the goods on the requested delivery date if all documentation required to export has not been received.

Buyer represents that it is not an entity sanctioned by US and/or other applicable export laws and regulations nor is it otherwise owned or controlled by or acting on behalf of any person sanctioned by US and/or other applicable export laws and regulations. Buyer acknowledges that goods, software, or technical information provided under this Contract may be subject to UK and/or other export laws and regulations. Buyer agrees that it will not divert, use, export or re-export such goods, software, or technical information contrary to United States and/or other applicable export laws and regulations to include for prohibited end-use and/or proliferation activities.

Buyer expressly acknowledges and agrees that it will not export, re-export, or provide such goods, software, or technical information to any entity or person within any country that is subject to United States economic sanctions imposing comprehensive embargoes without obtaining prior authorization from the United States Government. Buyer also expressly acknowledges and agrees that it will not export, re-export, or provide such goods, software, or technical information to entities and persons that are ineligible under United States law to receive such goods, software, or technical information, including but not limited to, any person or entity on the United States Treasury Department's list of Specially Designated Nationals or on the United States Commerce Department's Denied Persons List, Entity List, or Unverified List without obtaining prior authorization from the United States Government. Buyer agrees to sign written assurances and other export-related documents upon Seller's request to assist Seller in verifying compliance with export laws and regulations.

26. APPLICABLE LAW AND JURISDICCTION

(a)The Contracts and the sale of goods and services under the Terms and any disputes relating thereto shall be governed by and construed in accordance with the laws of England and Wales without regard to provisions regarding conflicts of laws. Seller and Buyer agree to accept and be bound by the exclusive jurisdiction of England and Wales.

(b) The United Nations Convention on Contracts for the International Sale of Goods will not, for any purpose, govern or apply to the sale of goods and services or any transactions, performance or disputes hereunder.

27. GENERAL TERMS

(a)All terms of payment are subject to approval of Seller's reasonable credit approval requirements. Buyer represents to Seller that it is solvent. In the event that Buyer's financial condition shall become impaired prior to full payment to Seller, Buyer shall notify Seller immediately. If Seller, in its sole judgment, finds Buyer's financial condition unsatisfactory to Seller, Seller may exercise any or all of the following options: demand

immediate payment; require payment in advance; suspend all further deliveries; reclaim any goods not paid for; terminate the Contract upon written notice to Buyer, without limitation of any other rights or remedies it has herein or under law.

(b) Buyer grants the Seller a security interest in the goods specific in a Purchase Order and replacements thereto to secure payment of any or all amounts outstanding from time to time. Seller may file, at Buyer's expense, any financing statements or other documentation pursuant to perfect or evidence the Seller's security interest.

(c) All orders and release schedules placed by Buyer and accepted by Seller are considered firm and may not be cancelled, rescheduled, or changed in any way without prior written approval by Seller. Buyer assumes all risks and agrees to pay the full purchase price for each Purchase Order placed by Buyer.

(d) Seller may terminate the Contract in whole or in part, with or without cause, upon 60 days advance written notice to the Buyer.

(e) In the event of Buyer's default of any of its obligations hereunder, Buyer shall be liable for all of Seller's damages, including its loss of actual or anticipated profits, reasonable attorney's fees, costs of collection, in addition to any other remedies available to Seller under law.

(f) Seller's failure to insist upon strict performance of any of the Terms shall not be deemed a waiver of any rights or remedies that Seller may have and shall not be deemed a waiver of any subsequent breach or default of any Terms.

(g) Seller shall not be liable for any failure to carry out its obligations under the Contract where such failure is due to any condition or event beyond its or its Seller's reasonable control, including but not limited to fire, windstorm, flood, earthquake, or other Acts of God; strikes, lockouts or other work stoppages; wars, riots, or civil commotion; government priorities, allocations, regulations or restrictions; interference or restraint of public authority, (whether legal or not); explosion or accident; epidemic or quarantine restrictions; failure of its suppliers or subcontractors; shortage of raw materials or labour; or any other cause, (whether or not of the same kind as those herein specified.) If there is such a delay, Seller will have a reasonable extension of time in which to complete performance.

(h) Headings are for convenience only and shall not be used in construing and interpreting the Terms.

(i) The term "including" shall be construed to mean "including, without limitation" and shall serve as a term of enlargement rather than a term of restriction.

(j) Neither the Contract nor any rights hereunder may be assigned by Buyer without the prior written consent of Seller. The seller may assign its rights, liabilities, and obligations hereunder to any affiliate or subsidiary without prior written notice.

(k) These Terms shall be severable such that the invalidity or unenforceability of any portion or provision of these Terms shall in no way affect the validity or enforceability of any other portion or provision. The balance of these Terms shall be construed and enforced as if it did not contain such invalid or unenforceable portion or provision.

(l) Unless expressly stated in the Contract, nothing in the Contract shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

(m) The provisions of Sections 6-11,15, 16 17, and 24-27 shall survive the termination of the Contract for any reason.