

# MEGGITT GLOBAL STANDARD PURCHASING CONDITIONS

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 In these Conditions:

“**Conditions**” means the terms and conditions set out in this document.

“**Contract**” means the contract between us and you for the sale and purchase of the Goods and which incorporates the terms of the Order and these Conditions.

“**Goods**” means all deliverable goods, items, parts, products, materials or services described in the Order.

“**Order**” means our order for the Goods, as set out in our purchase order form or our electronic ordering system, which incorporates these Conditions.

“**us**”, “**we**” or “**our**” or “**our company**” means the Meggitt company that places the Order (acting where relevant through a business division) and which shall purchase Goods from you under the Contract.

“**you**” or “**your**” means the person or entity with whom the Order is placed and which sells/supplies Goods to us under the Contract.

1.2 References to any statute, enactment, order, regulation or similar instrument is a reference to it as in force from time to time taking into account any amendment or re-enactment and shall include any subordinate legislation made under it.

## 2 ORDERS AND CONDITIONS OF CONTRACT

2.1 The Order constitutes an offer by us to purchase the Goods in accordance with these Conditions.

2.2 The Order shall be deemed to be accepted on the earlier of you issuing a written acceptance of the Order; or you doing any act consistent with fulfilling the Order; or delivery of the Goods, at which point the Contract shall come into existence. Your acceptance is expressly limited to acceptance of our Order, which incorporates these Conditions.

2.3 These Conditions apply to the Contract to the exclusion of any additional or different terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. No written or printed terms inconsistent or additional to these Conditions shall be binding upon us unless agreed in writing by one of our authorised officials.

## 3 SPECIFICATIONS AND MARKINGS

3.1 The Goods must be supplied exactly in accordance with the Contract and any specification, drawing, process instruction or procedure defined therein. No variation to the Contract shall be permitted without our written authority.

3.2 No marking not authorised by us shall appear on any part of the Goods, except, for your standard products, the manufacturer's name, address and reference number, the date of manufacture, safety information and any other information relating to the function of the Goods usually incorporated by the manufacturer.

## 4 PRICE

4.1 The price payable for the Goods will be the price set out in the Contract. Unless otherwise expressly agreed, the Contract price will be a fixed price and will include the cost and risk of delivery to our premises.

4.2 You agree to absorb, without charge, any change required by us to the Goods and/or Contract which has a cost of up to US\$ 2,500 or currency equivalent for non-recurring changes and/or 1% of the price for recurring changes.

## 5 PAYMENT TERMS

5.1 Unless otherwise agreed in writing, payment of the Contract price will be made 60 days following the end of the month of delivery. The invoice in duplicate must be forwarded to our Financial Accounts Department at the postal address on the Order, unless otherwise stated.

5.2 We may withhold payment of any amount due to you if we assert any credit, set-off or counterclaim against you.

## 6 OUR PROPERTY

6.1 All materials, patterns, dies, jigs, fixtures and tooling together with any specifications, drawings, process sheets and the like or any other property or intellectual property whatsoever supplied to you by us or to our order, or procured or developed by you specifically for the supply of Goods to us, shall be and remain our property and must not, without our written consent, be used for or in connection with the production of any goods whatsoever other than the Goods ordered by us. You shall ensure that such items are always identified as our property and must be returned to us immediately on demand. You shall execute or procure the execution of all documents as we may reasonably require in order to confirm the transfer of and transfer the full benefit of any such rights to us under this Condition.

- 6.2 All of our property including that mentioned in Condition 6.1 together with materials and components provided free of charge by us in connection with the Contract must be insured by you to its full replacement value against all risks until it has been received back by us or used or forwarded in accordance with our instructions.

## **7 DEVELOPMENT WORK**

If any work or the production of any Goods involves development which is funded in whole or in part by us then all rights in the development and in the results thereof will vest in us. You shall execute or procure the execution of all documents as we may reasonably require in order to transfer the full benefit of any such rights to us.

## **8 PATENT RIGHTS ETC.**

If the supply or use of any Goods under the Contract (other than any such Goods or things manufactured by you in accordance with designs supplied by us) shall be held to constitute an infringement or an alleged infringement of any third party patent, copyright, registered design, trademark or other intellectual property right, we or any person at any time in possession of such Goods shall be indemnified by you against all damages, costs, losses, charges or expenses incurred as a result of such infringement or alleged infringement and you will further, if required by us, conduct any legal proceedings which may be necessary to protect us at your sole risk and expense.

## **9 INDEMNITIES**

- 9.1 You shall indemnify and hold us harmless from any loss, damage and expense, including all legal fees, incurred or sustained by us which is caused by or arises as a result of any defects in the Goods or by reason of your negligence or your failure to conform to the terms of the Contract or applicable statutory duty or regulation.
- 9.2 You shall have in place general liability insurance, product liability insurance and employer's liability insurance for amounts acceptable to us, and shall provide evidence of such insurance on request.

## **10 PUBLICITY**

The terms of the Contract are strictly confidential. You must not publish or cause to be published by any means whatsoever any details concerning the Goods which are the subject of the Contract without our previous consent in writing.

## **11 CONFIDENTIALITY, DATA PROTECTION AND ELECTRONIC SECURITY**

- 11.1 All of our information and our customers' information which is or may be disclosed to or accessed by you in the course of performing the Contract shall be treated by you as strictly confidential and shall not without our prior written consent be disclosed to any third party or parties nor be used or copied for any purpose(s) other than for the execution of the Contract. The provisions of this Condition do not apply to information which is or comes into the public domain other than through a breach of this Condition.
- 11.2 If the Contract requires or permits entry by you or your permitted or approved sub-contractor onto our premises it is a condition of the Contract that you and any of your sub-contractors and their employees shall treat as strictly confidential any technical or commercial know-how, processes, specifications or other information which shall come into your knowledge in the course of such entry and any such technical or manufacturing know-how, processes, specifications and other information shall not be disclosed to any third party without our previous consent in writing. You shall obtain from any such sub-contractor an undertaking in the terms of this Condition.
- 11.3 In relation to any personal data/personal information (as defined by applicable legislation) provided or made available to you by us ("Data"), you must (i) process the Data only in accordance with our lawful instructions; (ii) take appropriate technical and organisational measures against unauthorised or unlawful processing and against accidental loss of the Data; (iii) not disclose such Data to any party who carries on business outside the European Economic Area (EEA) if it originated in the EEA; (iv) cooperate fully with us to enable us to adequately discharge our responsibility as a data controller including assisting with data subject access requests, security, breach notifications, impact assessments and consultations with supervisory authorities and regulators; (v) not sell the Data; (vi) not retain, use or disclose the Data outside the business relationship between you and us or for any other purpose than for performing the Contract; (vii) notify us without undue delay on becoming aware of any data breach; and (viii) on our request, allow us to audit the your compliance with this Condition. By proceeding with this Contract, you certify that you will comply with these obligations.
- 11.4 Each party will provide appropriate security measures to: (i) ensure that all electronic transmissions relating to the Contract are authorised and their confidentiality is maintained; and (ii) protect data and documents relating to the Contract from unauthorised access, alteration and/or loss. Each party will use the same level of care, but not less than reasonable care, to maintain the confidentiality of transmissions and documents as it would use for its own paper documents of like kind and importance. If you are granted access to any electronic system or electronic data ("our Systems"), you shall protect password(s) and other means of system or data access. You shall not access or use our Systems for any purpose other than for the performance of the Contract.
- 11.5 OUR SYSTEMS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND YOU EXPRESSLY AGREE THAT WE MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO RELIABILITY AND AVAILABILITY OF ANY OF OUR SYSTEMS. You acknowledge that you have no reasonable expectation of privacy in any communications or data, personal or otherwise, transiting or stored on our Systems and that any communications and/or data transiting and/or stored on our Systems may be monitored, intercepted, recorded and searched at any time and for any lawful purpose, and may be used or disclosed for any lawful purpose.

11.6 You shall immediately notify us in the event of any unauthorised use, to include but not be limited to suspected breach of data, unauthorised use of password(s) or data accessed from our Systems and shall take immediate action, as requested by us, to mitigate any potential harm, loss or damage to us.

11.7 Any breach by you of your obligations in this Condition 11 shall not be capable of remedy for the purpose of Condition 19.2 (i). You shall indemnify and hold us harmless from any loss, damage and expense, including all legal fees incurred or sustained by us which is caused by or arises as a result of a breach of this Condition 11. This Condition 11 shall survive termination or expiry of the Contract.

## **12 SUB-CONTRACTING, ETC.**

12.1 Except as otherwise provided by law, you shall not, without our consent in writing, assign or sub-contract the Contract or any part thereof other than sub-contracting for materials or for any part of the Goods of which the makers are named in the Contract or specification. Any such consent shall not relieve you of any of your obligations under the Contract.

12.2 You shall ensure that you include corresponding conditions to those set out in the Contract in your contracts with your supply chain, particularly in relation to inspection, customer flow down requirements, regulatory and quality compliance and rights of recourse, including on termination.

12.3 No third party shall have the right to enforce any provision of this Contract.

## **13 TIME FOR DELIVERY AND EXTENSIONS**

13.1 Time shall be of the essence of the Contract. The Goods shall be delivered at the time specified in the Contract. Goods may not be delivered more than 5 days early. If, as a result of any event outside your control, you are unable to deliver the Goods within the specified time, then provided that you have given notice in writing without delay of such event and your intention to claim an extension of time, we may grant you such extension as we may consider reasonable. In the event of significant delay we reserve the right to terminate the Contract, in whole or in part, without incurring any liability to you.

### **13.2 Deferment of Delivery and/or Stop Work Situations**

In the event of our normal course of manufacture being interrupted, restricted, hindered or delayed by any cause whatsoever beyond our control or by any exceptional causes whatsoever, we may without additional cost defer the date or dates of delivery. Such a cause may include us being affected by a "stop work" notice; if that applies or is likely to apply then we may require you to stop work immediately and to cease to incur costs in respect of the Contract.

### **13.3 Delay in Delivery**

If the Goods or any part thereof are not delivered within the time or times specified in the Contract or any agreed deferment or extension of such time or times we shall be entitled to the following remedies:

- (i) to recover from you liquidated damages as follows: one half of one per cent (0.5%) per week for the first four weeks and one per cent (1.0%) per week thereafter of that part of the Contract price which is properly attributable to the undelivered Goods and to all other Goods already delivered under the Contract which cannot be effectively and commercially used by reason of the non-delivery of the said undelivered Goods. The rate shall be applied for each week or part of a week during which the Contract shall remain uncompleted. We shall be entitled to deduct such damages from any moneys payable by us under the terms of the Contract or otherwise. The total amount payable by way of liquidated damages under this Condition shall not exceed twenty per cent (20%) of the Contract price and such damages shall not relieve you from any of your other obligations or liabilities under the Contract; and/or
- (ii) cancel the Contract in whole or in part without incurring any liability to you; and/or
- (iii) refuse to accept any subsequent delivery of Goods; and/or
- (iv) purchase substitute items elsewhere; and/or
- (v) pursue additional remedies including but not limited to recouping any and all liquidated damages, penalties and claims paid or payable by us to our customer(s) as a result of your failure or delay in delivery.

## **14 DELIVERY**

14.1 The Goods are to be delivered to the destination stated in the Contract. They must be delivered in good order and condition. Quantities must not exceed those ordered or specified.

14.2 Unless specifically ordered, no cases, wrappers nor packaging of any kind will be paid for. Should any cases, wrappers or packaging be ordered, charges therefore are to be shown on a separate invoice and such cases may be returned to you who, forthwith on receipt thereof in good order, shall refund such charges.

14.3 Subject to any special instructions from us, an advice note shall accompany every delivery which shall state: the number of the Order; quantity of the delivery; the quantity already delivered under the Order; and the balance of the Order still to be delivered.

14.4 Title and risk in the Goods shall pass to us on delivery.

## **15 QUALITY ASSURANCE**

15.1 The quality assurance requirements of Goods shall comply with your quality procedures as authorised by us, and with our applicable quality requirements including those set out in our Supplier Quality Requirements Document MPRC-10 ("SQRD") accessible under "Meggitt Group Supplier Quality Requirements" at <http://www.meggitt.com/commercial>.

15.2 Goods delivered shall, as applicable, meet the requirements for release documentation as stated in the Contract.

15.3 You warrant that your minimum quality standard accreditation shall be in accordance with our requirements set out in Section 3 of the SQRD.

## 16 INSPECTION

16.1 You shall ensure that our authorised representatives, our customers and other authorities shall be allowed access to your premises and the premises of your suppliers and sub-contractors at mutually agreed times to carry out inspections of quality systems, the Goods, parts and materials and any relevant documentation when necessary.

16.2 If you are approved to the AS/EN/JISQ9100:2016 series of standards then you shall ensure that your Online Aerospace Supplier Information System (OASIS) database administrator shall grant to our authorised representatives access rights to certification and assessment results when required.

## 17 DEFECTS

17.1 It is a condition that you must replace promptly and free of charge or pay the cost of local replacement of any Goods or parts thereof which may prove defective through faulty design (other than a design made or furnished by us), material or workmanship within 36 months from the date of delivery.

17.2 If any Goods supplied or to be supplied under the Contract are not in full compliance with the Contract or any defined specification, drawing, process instruction or procedure, we shall be entitled to recover from you, as liquidated damages for our assessment, inspection and internal administrative costs, the following amounts: (i) US\$ 400 or currency equivalent per part number (subject to our quantity limitations) for non-compliances notified in writing to and permitted by us before shipment; and (ii) US\$ 600 or currency equivalent per part number delivered for non-compliances first identified on or after delivery to us. We shall be entitled to deduct such damages from any moneys payable by us under the terms of the Contract or otherwise. In addition, we reserve the right to charge (i) any other costs, expenses and damages related to your non-compliances, including but not limited to our or our customer's or the end-user's costs of removal, disassembly, failure analysis, fault isolation, reinstallation, reinspection and retrofit; and (ii) liquidated damages, penalties and claims payable by us to our customer(s) as a result of the non-compliances. These remedies do not affect any other legal rights which we may have in respect of such defective Goods.

## 18 ON-SITE EQUIPMENT

We shall not be responsible for or accept any liability in respect of damage or claims resulting from the use by or on your behalf of our on-site equipment. Our on-site equipment shall be used only with our prior authority and in strict compliance with our site procedures and you shall indemnify us against any failure to do so.

## 19 TERMINATION

19.1 We shall be entitled at any time by 14 days' notice in writing to terminate the Contract.

19.2 We shall be entitled without liability to you to terminate the Contract immediately for your default:

- (i) if you fail to perform any condition or requirement of this Contract and, if capable of remedy, fail to remedy such breach within 14 days of written notice; or
- (ii) you make any arrangement with your creditors or enter into administration or go into liquidation; or
- (iii) a receiver or manager is appointed of any of your property or assets; or
- (iv) you cease or threaten to cease to carry on business; or
- (v) any distress, execution or other process is levied on any of your assets; or
- (vi) any event similar to those mentioned in Conditions 19.2 (ii) to 19.2 (v) occurs in another jurisdiction.

19.3 On any such termination:

- (i) you shall be entitled to be paid:
  - a. the sums under the terms of the Contract in respect of work done and Goods delivered up to the date of termination; and
  - b. any sums which, consistent with applicable lead times, have necessarily and reasonably been paid by you to your suppliers or contractors to carry out your obligations under the Contract,you will not be entitled to any payment other than under a. and b. above;
- (ii) you shall use all reasonable endeavours to assign to us on request the benefit of any sub-contract entered into by you in connection with the Goods or to terminate any such sub-contract;
- (iii) you shall promptly return all of our property;
- (iv) in the event of termination for your default:
  - a. we shall have the right to use or have used without charge any of your technical information and intellectual property rights or your sub-contractors necessary for us to continue the provision of the Goods, including all services contracted for under the Contract; and
  - b. you shall reimburse to us any claims and excess re-procurement costs incurred by us as a result of your default, and we shall be entitled to set off any such claims and costs against amounts owed to you; and

- c. you shall provide us or our nominee without charge with such assistance as we require to facilitate transfer of provision of the Goods, including all services contracted for under the Contract, to another provider.

19.4 The termination/expiry of the Contract howsoever arising is without prejudice to the rights, duties and liabilities either you or we accrued prior to termination/expiry and the conditions which expressly or impliedly have effect after termination/expiry will continue to be enforceable notwithstanding termination/expiry.

## **20 CONFLICT MINERALS DISCLOSURE**

20.1 You shall support our compliance with sourcing obligations to certain customers subject to requirements to report sourcing of tin, tantalum, tungsten and gold ("Conflict Minerals") from certain countries in the African subcontinent. You shall have due diligence processes in place to make reasonable enquiries, including with your supply chain, into the country of origin of Conflict Minerals included in the Goods sold to us.

20.2 You shall disclose to us in writing those Goods containing Conflict Minerals prior to acceptance of the Order. You shall report such data as may be required by us to fulfil our obligations to our customers on sourcing of Conflict Minerals.

## **21 SAFETY AND ENVIRONMENTAL REGULATION**

You shall comply in all respects with the applicable environmental and health and safety laws and regulations and shall indemnify and hold us harmless from and against all damages costs, losses, charges, expenses or liabilities whatsoever caused by or arising out of any breach by you of such laws and regulations.

## **22 HAZARDOUS MATERIALS**

You must advise us upon receipt of the Order if the Goods to be supplied contain any hazardous or harmful materials requiring special handling or treatment. You shall comply with all applicable requirements contained in laws, regulations and directives including but not limited to national, EU, United States, state/provincial and local environmental, health and safety laws, regulations and directives relating to the supply of goods and hazardous materials. All Goods and their component parts, substances and materials shall comply with the requirements set forth in the Montreal Protocol and European regulation (EC) No. 1005/2009 on ozone depleting substances. Upon delivery of Goods to us, you shall notify us in writing of all Substances of Very High Concern as identified on the "Candidate List", as amended from time to time, published by the European Chemicals Agency. Unless you notify us in writing and obtain our prior written consent, no Goods shall contain any of the restricted substances referred to in the European directive 2001/65/EU. You shall be responsible for all costs and liabilities relating to the recycling of Goods pursuant to the most current version of the European Parliament Directive 2012/19/EU as such Directive is implemented in each country to which said Goods are supplied to us. All Goods and hazardous materials supplied to us shall comply with all applicable requirements under the Toxic Substance Control Act, 15 U.S.C. 2601 et seq., and implementing regulations thereunder.

## **23 DOCUMENTATION**

Where appropriate you shall provide documentation including operating instructions, parts lists and comprehensive spares listings. All documentation supplied shall be in the English language.

## **24 COMPLIANCE WITH LAWS**

24.1 You shall comply and shall ensure that each of your sub-contractors complies in all respects with all applicable laws and regulations and shall pay, reimburse and compensate us in full for all damages, costs, losses, charges, expenses or liabilities incurred by us and caused by or arising out of any breach by you of such legislation or regulation.

24.2 You shall comply with all of our mandatory customer terms that we are required to flow down to our suppliers.

24.3 You shall not engage in any activity, practice or conduct which would constitute a tax evasion facilitation offence under applicable laws and regulations. You shall also maintain procedures to prevent the facilitation of tax evasion by another person (including your employees) and to ensure compliance with regulatory guidance and this Condition. You shall promptly report to Meggitt any request or demand from a third party to facilitate the evasion of tax in connection with the performance of the Contract.

## **25 EXPORT, IMPORT AND REGULATORY COMPLIANCE**

25.1 You shall obtain all export authorisations and/or licences necessary for the delivery of the Goods, software or information to us at the time specified in the Contract. You will obtain import authorisations necessary for the import of the Goods.

25.2 We and you each agree to comply with all applicable governmental regulations as they relate to the import, export, transfer and re-export of information, software and/or Goods and/or our or your property. Without limiting the foregoing, neither we nor you shall disclose or deliver any information, software or Goods and/or our or your property provided hereunder in any manner contrary to any applicable export or import laws and regulations. We and you acknowledge that these laws and regulations impose restrictions on import, export, transfer and re-export to third countries of certain categories of information, software and Goods, and that authorisations/licences from the applicable regulatory agency may be required before such information, software and Goods and/or our or your property can be disclosed or delivered hereunder, and that such authorisations/licences may impose further restrictions on use and further disclosure or delivery of such information, software and Goods and/or our or your property.

25.3 In relation to both domestic and international transactions, you shall provide us with export classification information for all Goods, your property, software and information delivered to us. Export classification information includes the applicable export

control number, the country of origin and the Harmonised Tariff Code. We will supply you with similar export classification information for our relevant property and/or information for which we have design authority. We and you will each promptly notify the other upon a change in classification information.

25.4 If you are based in the US and will manufacture or export defence Goods for us, you will first register pursuant to Section 122.1(a) of the International Traffic in Arms Regulations (ITAR) with the Directorate of Defense Trade Controls at the US Department of State.

25.5 For Goods, property or information which are subject to US export control regulations, including but not limited to ITAR, you shall only engage and allow access to US citizens, permanent residents of the US, or nationals of other countries for which you have first requested and we have obtained US Department of State or Department of Commerce approval, as applicable. The Contract may be immediately suspended or cancelled if unauthorised access to such Goods, property or information is allowed.

25.6 You shall indemnify and hold us harmless to the fullest extent permitted by law in respect of any loss, damage or expense, excluding lost profits, for any failure by you to comply with such laws and regulations and/or the foregoing provisions of this Condition 25.

## **26 COUNTERFEIT GOODS**

26.1 All Goods provided by you to us, including any that are provided by your sub-contractors, must be original and genuine, and in full compliance with the Contract requirements, specifications, certifications, and any supporting data representing Contract performance. You warrant that you have received from all of your sub-contractors and suppliers all data necessary to comply with this obligation and you have validated all such data. You will ensure that none of the Goods are counterfeit, inaccurately marked, or in any manner misrepresented.

26.2 You shall operate a counterfeit control process for all Goods regardless of industry sector consistent with these provisions and reasonable commercial terms for applicable industry sectors, to include AS5553A, and we shall have the right to audit, inspect and/or approve the process at any time before or after delivery of the Goods.

26.3 If any of the Goods delivered or to be delivered under the Contract are discovered to be a counterfeit item or suspected to be a counterfeit item, then we shall have the right to impound the item for further investigation of its authenticity. Our investigation may include the participation of third parties or governmental investigative agencies as required by law or regulations or by our customer, or by us, in our sole discretion. You shall cooperate in good faith with any investigation conducted by us, including, but not limited to, cooperation by you with respect to the disclosure of all design, development, manufacturing and traceability records in respect of the item. Upon our request, you shall provide to us certificates of conformance with respect to the item under investigation. We shall not be required to return the item to you during the investigation process or thereafter. We shall not be liable for payment to you of the price of any suspected counterfeit item under investigation.

## **27 ANTI-CORRUPTION, ETHICS AND POLICIES**

27.1 You warrant that your directors, employees, agents, representatives, contractors and sub-contractors, and any other person acting on your behalf will not:

- (i) offer, give or agree to give or receive, request or accept any financial or other advantage of any kind as an inducement or reward for doing or not doing any improper act or for the improper performance of any function associated with the Contract or the Goods; nor
- (ii) act in any way which would constitute an offence by you or would cause us to commit an offence under any anti-bribery legislation; nor
- (iii) employ any workers under the age of 15 or, in the countries subject to the developing country exception of the ILO Convention 138, employ any workers under the age of 14; nor
- (iv) breach applicable anti-slavery legislation, nor any applicable anti-corruption legislation.

27.2 If you breach any of the above warranties, we shall be entitled to terminate the Contract by written notice with immediate effect. Any termination shall be without prejudice to our accrued rights.

27.3 You shall comply with the Meggitt Ethics and Business Conduct, Diversity and Inclusion Policy and Anti-Corruption Policies accessible under "Group Policies and Governance Documentation" at <https://www.meggitt.com/about-us/our-responsibility/group-policies/>, or, with our consent, equivalent policies adopted by you.

27.4 You shall indemnify and hold us harmless from any loss, damage and expense, including all legal fees, incurred or sustained by us which is caused by or arises as a result of a breach of this Condition 27.

## **28 CUSTOMER FLOW-DOWN REQUIREMENTS, INDUSTRIAL BENEFITS AND OFFSET**

28.1 In order to meet the requirements of our customers, we may have to accept terms which are to be flowed down to our supply chain, and you shall accept the application of corresponding terms to the Contract. You shall promptly cooperate with us and implement and carry out the procedures and requirements which we adopt and disseminate to meet our own and our customers' requirements.

28.2 We may use all or any part of the value of the Contract, including the value of any sub-contracts placed by you for the Contract, for satisfying our international offset obligations, and/or the offset obligations of our affiliates and/or any entity to which we transfer such value. You may use the offset credit generated by the Contract or the sub-contracting of the Contract only with our prior written consent.

28.3 We and our assignees shall be entitled to all industrial benefits and/or offset credits that might result from the Contract. You shall provide all information and assistance to us that we may reasonably request in support of our efforts to secure industrial benefits and offset credits related to the Goods.

28.4 If the Goods are purchased by us for our subsequent supply under a US government contract, then the applicable clauses from the Federal Acquisition Regulation ("FAR") and the Defense Federal Acquisition Regulation Supplement ("DFARS") are flowed-down and incorporated into the Contract and form part of the terms and conditions of the Contract and you will comply with such. The applicable FAR and DFARS flow-downs can be found at <https://www.meggitt.com/siteterms/>.

## **29 GENERAL**

29.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under such condition shall not affect the validity and enforceability of the rest of the Contract.

29.2 Failure to exercise any right under the Contract shall not constitute a waiver of such right.

## **30 GOVERNING LAW AND DISPUTE RESOLUTION**

30.1 If you are incorporated under the laws of the People's Republic of China ("PRC") (which, for the purpose of these terms and conditions, does not include the Special Administrative Regions of Hong Kong, Macau or Taiwan), then the Contract shall in all respects be construed according to and governed by the laws of the PRC.

30.2 If you are not incorporated under the laws of the PRC then the Contract shall in all respects be construed according to and governed by the laws of England and Wales.

30.3 The United Nations Conventions on Contracts for the International Sale of Goods 1980 shall not apply to any aspect of this Contract.

30.4 In circumstances where Condition 30.1 applies, all disputes arising out of or in connection with the Contract shall be referred to and resolved by arbitration administered by the China International Economic and Trade Arbitration Commission ("CIETAC") in accordance with the arbitration rules of CIETAC at the time being in force. The arbitration award shall be final and binding upon both parties.

30.5 In circumstances where Condition 30.2 applies, all disputes arising out of or in connection with the Contract shall be referred to and resolved by arbitration in Singapore under the rules administered by the Singapore International Arbitration Centre ("SIAC Rules") at the time being in force. The arbitration award shall be final and binding upon both parties.

30.6 Notwithstanding Conditions 30.4 and 30.5, we may take proceedings or seek remedies before the courts or any competent authority of any country for (i) interim or injunctive remedies in relation to any breach or threatened breach of confidentiality undertakings or infringement of intellectual property rights; or (ii) payment to us of any amount which is overdue.

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