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**MEGGITT STANDARD TERMS AND CONDITIONS OF SALE**  
**(U.S. VERSION)**

**1 DEFINITIONS**

1.1 In these Conditions:

**“Agreement”** means the agreement between you and us for the supply of the Goods(s) and/or Services to you, which incorporates these Conditions.

**“Business Day”** means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**“Carrier”** means the agent or the carrier designated by you, or if none, the agent or the carrier chosen by us on your behalf who will accept delivery of the Goods and/or your Property on your behalf and transport the same to you.

**“Change of Control”** means a change in the beneficial ownership of more than fifty percent (50%) and does not apply to internal reorganizations.

**“Change Order”** means any change to the Agreement that has been approved in writing by you and us.

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

**“Data”** means any personal data (as defined in the Data Protection Legislation) provided or made available to you by us.

**“Data Protection Legislation”** means all applicable data protection and privacy legislation in force from time to time including, without limitation, as applicable, the California Consumer Privacy Act and amendments thereto Virginia Consumer Data Protection Act. Colorado Privacy Act and any other state enacted privacy act, the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) (**DPA 2018**) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**“Force Majeure Event”** means any circumstance not within a party's reasonable control including, without limitation, acts of God, flood, drought, earthquake or other natural disaster, epidemic or pandemic, terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations, nuclear, chemical or biological contamination or sonic boom, any law or any action taken by a government or public authority, including (without limitation) imposing an export or import restriction, quota or prohibition, or failing to grant a necessary license or consent, collapse of buildings, fire, explosion or accident, any labour or trade dispute, strikes, industrial action or lockouts, non-performance by suppliers or subcontractors (other than by its own Group Companies) and interruption or failure of utility service.

**“Group Compan(y)(ies)”** means any subsidiary or holding company or any subsidiaries of its holding company.

“**Goods(s)**” means any deliverable products, items, parts, components, goods or materials agreed in the Agreement to be supplied to you by us (including any part or parts of them).

“**Intellectual Property Rights**” means a) any patent including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world, (b) any concept, idea, improvement, invention, rights to inventions, discovery, or technology, whether or not patented or patentable, (c) any technical data or know-how, whether a trade secret or not and (d) any design or industrial design, whether registered or registrable, or any work subject to copyright, whether registered or registerable, including without limitation data, drawings, writings, technical reports and notes, test reports and notes, plans, patterns, devices, processes, methods, specifications, operational procedures, manufacturing techniques, formulae, compilations, software and mechanisms, as well as improvements or modifications thereof or know-how related thereto, patents, rights to inventions, copyright and neighbouring and related rights, trade marks and as well as service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. “**Price**” means the price payable for the Goods and/or Services as set out in the Agreement.

“**Relevant Law(s)**” means any statute, enactment, ordinance, order, regulation, guidance or other similar instrument in any jurisdiction, including any jurisdiction from which the Goods and/or Services are provided or in which any Goods and/or Services are received (or both), which relate to the performance of this Agreement.

“**Services**” means any services (including without limitation any maintenance, repair and overhaul services) agreed in the Agreement to be provided to you by us (including any part or parts of them).

“**UK GDPR**” has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018.

“**us**” or “**we**” or “**our**” or “**our company**” means the Meggitt company or corporation named on the quotation or Agreement acceptance and/or who supplies the Goods and/or Services; also known as the Seller.

“**you**” or “**your**” means the person(s), firm, company or corporation who purchases the Goods and/or Services from us, also known as the Buyer.

“**your Property**” means any property including any equipment and tooling issued free of charge provided or made available by you to us for the purpose of our supply of the Goods or our performance of any Services.

1.2 References to any statute, enactment, order, regulation or other legislation, rule, guidance 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.

1.3 Headings are for reference only and shall not affect the interpretation of these Conditions.

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1.4 Any words following the terms “including”, “include”, “in particular”, “for example” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2 QUOTATIONS, ORDER AND CONDITIONS**

2.1 Any quotation provided by us shall be valid for fourteen (14) days only, or such other time as we may specify in writing. Any quotation provided by us is not an offer and may be withdrawn or modified at any time.

2.2 The Agreement shall not be effective until we have issued written acknowledgment and acceptance of such agreement (notwithstanding any earlier confirmation of receipt). We may in our sole discretion decline any purchase order placed by you.

2.3 Minimum order quantities and minimum Agreement values, where necessary, may apply at our discretion.

2.4 You shall ensure that the terms of your purchase order or request are complete and accurate.

2.5 If there is any conflict between our quotation and our acknowledgment of the Agreement then the latter shall take precedence.

2.6 We may in our sole discretion decline any offer or purchase order placed by you. Where we are able to accept your order, we will confirm the same to you, always on the condition that the order is subject to these Conditions.

2.7 No change or modification of the Agreement by you shall be allowed after acceptance by us, unless authorised by a Change Order that has been delivered by you and accepted in writing by us.

2.8 A minimum agreement value of £400 shall apply unless we agree otherwise in writing. Minimum order quantities may apply at our discretion.

2.9 This Agreement is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions you purports to apply in any Agreement). These Conditions apply to the Agreement 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 PROVISION OF GOODS AND SERVICES AND WARRANTY**

3.1 The description, part numbers and/or specification of the Goods and/or Services shall be set out in our quotation or in our acknowledgement of the order. All drawings, descriptions, weights, dimensions and advertising issued by us (for example, in our catalogues or price lists) are issued to provide an approximate idea of the Goods and Services described in them and do not form part of the Agreement unless expressly stated in the Agreement or otherwise agreed to in writing by us.

3.2 You shall determine the suitability of the Goods and Services for your use and/or application. You shall be solely responsible for the accuracy and regulatory compliance of your designs, drawings, specifications and other data supplied to us by you, even if we examine, inspect, study or comment to you regarding any such designs, drawings, specifications or other data.

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- 3.3 We warrant that the Goods furnished hereunder shall, at the time of shipment, be free from defects in material and workmanship and that Services shall be performed with reasonable skill and care.
- 3.4 In the event that you believe we have breached the warranty set out above, you shall submit to us reasonable written details (on our prescribed form if required) establishing the reasons you believe the warranty to have been breached, for our consideration. Unless agreed otherwise by us in writing, our liability:
- (i) for failure of any Goods to comply with the foregoing shall be limited to replacing or repairing the Goods or parts of the Goods found to be defective within six (6) months of delivery. Such Goods, or parts, will be repaired or replaced, at our option without charge, and re-warranted for the remainder of the original warranty period. Should you need to return the Goods to us in accordance with this Condition 3.4, we shall pay all reasonable return packaging and transportation costs.
  - (ii) for failure of any Service to comply with the foregoing shall be limited to us remedying the non-compliance, at no additional cost to you, provided that we have received the aforementioned written details within seven (7) days following completion of the Services.
- 3.5 We shall pay all reasonable return packaging and transportation costs of a valid warranty claim. We are not liable for the removal of Goods from, or installation of the Good into, any other property to which it may be attached or incorporated.
- 3.6 If requested by us, you shall promptly deliver back to us any Good and/or materials which have been replaced and legal title to the replaced Good shall re-vest in us.
- 3.7 For Goods that are returned under warranty and are tested and no fault found, we will be entitled to reimbursement from you for reasonable charges incurred for transportation, testing and evaluation.
- 3.8 For any Good not manufactured by us, you shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to us, to the extent that it is assignable by us to you.
- 3.9 Our performance of one of the options set out in Condition 3.4 shall constitute an entire discharge of our liability for breach of the warranty at Condition 3.3.
- 3.10 Minor deviations from specifications which do not affect performance of the Goods or Services shall not be deemed to constitute defects in materials or workmanship or a failure to comply with the specifications referred to herein. The need for regular overhaul of the Goods shall also not constitute a defect or failure for the purposes of the warranty at Condition 3.3.
- 3.11 We shall not be liable for a breach of the warranty at Condition 3.3 in any of the following circumstances:
- (i) the Goods or parts thereof have been modified, altered, installed, used or serviced other than in conformity with our applicable specifications, manuals, bulletins or written instructions, or have been subjected to improper installation, misuse or neglect; and/or
  - (ii) the Goods have not been maintained and operated in accordance with our instructions; and/or
  - (iii) normal wear and tear, wilful or accidental damage, harsh environment or experimental running; and/or
  - (iv) the Goods or parts thereof have been furnished to your specifications; and/or

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- (v) the Goods are expendable in nature, such as, but not limited to, diodes, transistors, o-rings, tyres, flexible hoses, seals, igniter plugs or fuses; and/or
  - (vi) the Goods have a stated shelf life or “use by” date and such shelf life has expired or “use by” date has passed; and/or
  - (vii) you or your customer fail to afford us a reasonable opportunity to inspect the Goods or Services; and/or
  - (viii) the price for the Goods or Services, or any other goods or services supplied by us or our Group Company, has not been received when due; and/or
  - (ix) the Services have been performed in accordance with your specifications and instructions.
- 3.12 We are not liable for the removal of Goods from, or installation of Goods into, any other property to which you may attach them or incorporate them.
- 3.13 For Goods that are returned under warranty and are tested and no fault found, we will be entitled to reimbursement from you for reasonable charges incurred for transportation, testing and evaluation.
- 3.14 Where we have replaced Goods pursuant to Condition 3.4(i), if requested by us and where it is reasonable to do so, you shall return to us, or such person nominated by us, carriage paid by you, within a period to be agreed, the original Goods and any materials upon which Services have been performed, correctly identified and packed for inspection, examination and testing. We shall reimburse your reasonable return packaging and transportation costs provided we have agreed that you have a valid warranty claim. The legal title to the replaced Goods shall re-vest in us.
- 3.15 For any Goods not manufactured by us, you shall only be entitled to the benefit of any warranty or guarantee given by the manufacturer to us, to the extent that it is assignable by us to you.
- 3.16 In relation to any software that may be incorporated into the Goods, we give no warranty that:
- (i) the functions of the software will meet your requirements or will enable you to attain the objectives you have set for yourself;
  - (ii) the software will operate in the combination or environment selected for use by you; or
  - (iii) the operation of the software will be uninterrupted or free of errors. You shall be solely responsible for the results produced by the software and ensuring that the results comply with your specified requirements.
- 3.17 OTHER THAN AS SET OUT IN SECTION 3.3, ALL WARRANTIES, CONDITIONS, TERMS, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED FROM THE AGREEMENT.

#### **4 DELIVERY, ACCEPTANCE, RISK AND TITLE**

- 4.1 Unless agreed otherwise by us in writing or expressly stated in the applicable price list or quotation provided to you:
- 4.2 we will arrange for the Carrier to transport the Good and/or Buyer Property (unless Section 4.1 (b) applies) at your risk and cost, and delivery will take place FCA (Incoterms 2021) when the Good and/or your Property is made available to the Carrier at our facility;

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- 4.3 you will arrange for the Carrier to transport the your Property on which Services are to be performed and delivery will take place DAP(Incoterms 2021) when you Property is delivered by the Carrier at our facility.
- 4.4 Delivery dates for the supply of the Goods and Services are estimates only and time is not of the essence. We will not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods, your Property and/or Services nor will any delay entitle you to terminate or rescind the Agreement.
- 4.5 If for any reason you do not take delivery, or we are unable to deliver the Good, Buyer Property and/or the Services on the estimated delivery dates because you has not provided appropriate instructions, documents, licenses, authorizations, etc., then such Good and/or Buyer Property will be deemed to have been delivered and risk shall pass to you. We may at our option:
- (i) store such Good and/or Buyer Property until actual delivery whereupon you will be liable for all related costs and expenses (including without limitation storage and insurance); and/or
  - (ii) re-allocate or take reasonable steps to sell such Good and/or your Property at the best price readily obtainable (after providing not less than thirty (30) days' prior written notice to you). We may charge you for any shortfall below the Agreement price or account to you for any excess (after deducting all reasonable survey, repair, storage and selling expenses); and/or
  - (iii) invoice you for all related costs and expenses incurred by us..
- 4.6 You shall promptly notify the Carrier of any damage to, loss from or non-receipt of any Good and/or your Property if transportation has been arranged by or on behalf of your. We shall not be liable for any such damage, loss or non-receipt.
- 4.7 You may arrange for testing and inspection of the Goods before shipment at our facility. If you have conducted such inspection, we shall not be liable for any claim made after shipment in respect to any defect in the Good which would have been apparent upon such inspection.
- 4.8 We may, at its option, make partial shipments of Goods and invoice you for each shipment individually in which case each delivery shall constitute a separate contract. Failure by us to deliver any one or more of the shipments in accordance with these terms and conditions or any claim by you in respect of any one or more shipments shall not entitle you to terminate the whole Agreement or refuse to accept subsequent shipments. You shall accept any early delivery.
- 4.9 You will be deemed to have accepted the Goods as being in accordance with the Agreement, we shall have no liability for any defect and/or failure and you shall be bound to pay the price unless:
- 4.10 within fifteen (15) days of the date of delivery of the Goods, you notify us in writing of any defect apparent upon inspection of the Goods to conform with the Agreement; or
- 4.11 you notify us in writing of any failure of the Good to conform to the Agreement within a reasonable time where the defect and/or failure would not be so apparent within fifteen (15) days of the date of delivery.
- 4.12 You shall be responsible for checking that all documentation supplied by us to you is accurate and free from error. We agree to remedy any inaccuracies/errors in such documentation provided that you have notified us of the inaccuracies/errors within thirty (30) days of receipt of the relevant document(s). Beyond such period, we reserve the right to charge an administration fee for any amendments made.

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- 4.13 If you have asked us to provide Services in respect of your Property at our premises, and you do not approve our quotation for such Services within fourteen (14) days following the delivery of your Property to us or your receipt of our quotation (whichever is later), we shall have the right to charge you for all: (i) costs and expenses related to storing your Property; and (ii) delivery costs for returning your Property to you.
- 4.14 Services will be deemed to have been completed and we shall be entitled to issue an invoice and receive payment for the Services if we are available to perform the Services but are prevented from doing so by reason of:
- (i) lack of anticipated assistance from you (including, without limitation, a lack of availability of test components or parts that you are required to supply); and/or
  - (ii) inadequate condition of your premises on the site at which the Services are to be provided and/or inadequate facilities or services available at the time agreed for the provision of the Services.
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- 4.15 The risk in Goods and Buyer Property shall pass to you on delivery as set forth herein.
- 4.16 The full legal, beneficial and equitable title to the Goods shall remain vested in us (even though they have been delivered and risk has passed to you) until we give written notice to you to pass legal and beneficial ownership of the Goods to you or, if earlier:
- (a) payment in full, in cash or cleared funds, for all the Goods has been received by us; and
  - (b) all other money payable by you to us on any other account or under the Agreement or any other contract or order has been received by us.
- 4.17 Until full legal, beneficial and equitable title to and property in the Goods passes to you:
- (a) you shall hold the Goods on a fiduciary basis as our bailee and shall store the Goods at its premises, insure them without any charge to us, and keep them clearly identifiable as belonging to us;
  - (b) we may, on demand and without prior notice, repossess and resell the Goods or if any sum due to us from you is not paid when due and for this purpose, the Seller, its employees, agents and sub-contractors will be entitled to unrestricted access to any premises where any of the Goods are situated.
- 4.18 We hereby authorize you to use and/or sell the Goods in the normal course of your business and to pass good title in the Goods to its purchasers, if they are purchasers in good faith without notice of our rights. This right shall automatically cease on the occurrence of any event set out in Section 12.3 and/or if any sum owed to us by you is not paid when due. If you sell the Goods prior to paying the full price thereof: (a) you shall hold the proceeds of sale on trust for us; and (b) title to the Goods shall pass from us to you immediately prior to you entering into a contract for the sale of those Goods.
- 4.19 Our rights and remedies set forth herein are in addition to and shall not in any way prejudice, limit or restrict any of our other rights or remedies under the Agreement or in law or equity. We shall be entitled to maintain an action against you for the price of the Goods notwithstanding that legal, equitable and beneficial title to and property in the Goods has not passed to you.

4.20 Title to your Property shall at no time pass to us unless you specifically agree otherwise in writing, or Section 4.2 (b) applies.

4.21 Risk in your Property shall pass to us on delivery to us and remain with us at all times while in our possession or control.

## 5 CARE AND USE OF YOUR PROPERTY

5.1 It shall be your responsibility to ensure that any tooling and/or material issued free of charge and any or all of your Property delivered to us by you or on your behalf are safe and suitable for manufacture of or incorporation into the Goods or for the Services to be performed in accordance with all regulatory guidelines and procedures.

5.2 We shall use your Property solely for the purpose of the Agreement and shall, at your expense, maintain your Property in good order, condition and repair while it is in our possession or control.

5.3 On completion or termination of the Agreement, unless otherwise directed by you in writing, we shall deliver your Property to you in accordance with Condition 4.

5.4 Without prejudice to any other rights and remedies which we may have under the Agreement, we shall, in respect of all debts owed by you to us, have a general lien on any of your Property in our possession and we shall be entitled after thirty (30) days' prior written notice to you to dispose of such Property as we think fit and to apply any proceeds of sale towards the payment of such debts.

5.5 In the event that, as part of the Services, we will be working at a site designated by you; specific conditions for the provision of such Services shall be agreed by the parties provided always that:

- (i) we will adhere to our relevant Health & Safety Policy;
- (ii) you shall have sole responsibility for the preparation of the site, subject to our approval as to its suitability;
- (iii) you will supply our employees, agents and subcontractors with safe access, provision of safe systems and such safety equipment as would ordinarily be required for undertaking such Services;
- (iv) you shall supply our employees, agents and subcontractors with the required site access, adequate power, lighting, heating, facilities, supplies, amenities, utilities as we shall reasonably require to provide the Services, and act always in accordance with the requirements of Relevant Laws; and
- (v) should you have additional requirements, including compliance to health, safety and security policies, safety equipment training over and above our Health & Safety Policy, such requirements shall be provided to us at the point of order, for our review and agreement, and will be provided at your cost.

## 6 PRICE AND PAYMENT

6.1 We reserve the right to adjust prices where necessary before your order or request is accepted, notwithstanding the prices stated in any price list or quotation. The price charged in respect of the Goods and/or Services supplied shall be the price that is current at the date of delivery. We shall not normally perform Services until there is an Agreement under which you have confirmed your agreement to the estimated price.

6.2 We reserve the right, by giving notice to you at any time before delivery, to increase the Price to reflect:



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- (i) any increase in the cost to us, which is due to any factor beyond our control (such as, without limitation, any increase in the costs of labour, materials, or other costs of manufacture or supply); and/or
  - (ii) any change in the quantities of the Goods requested by you; and/or
  - (iii) any change in the delivery dates of the Goods and/or Services requested by you which results in a change in price; and/or
  - (iv) any delay or cost caused by any of your instructions or failure by you to give us adequate information or instructions.
- 6.3 Unless otherwise agreed in writing, the Price shall be exclusive of any taxes (including sales tax) or levies and you will pay all costs and charges in relation to packaging (other than standard packaging), loading, unloading, carriage, freight and insurance, together with export and/or import charges or duties, where appropriate.
- 6.4 Unless agreed otherwise by us in writing or expressly stated in the Agreement, payment of the Price, and other charges, is due within thirty (30) days after the date of our invoice. We may issue a separate invoice for each Agreement or for each shipment (if more than one) under an Agreement. You shall pay the amount stated in our invoice in the currency required by the invoice in immediately available funds, without any deduction whether by way of set-off, withholding, counterclaim, discount, abatement or otherwise. Payment must be made to the account stated on the invoice. Time of payment is of the essence.
- 6.5 We reserve the right to revise payment terms and to request guarantees, security, stage payments or cash in advance for the Goods and/or Services. We may, at our discretion, refuse or limit deferred payment terms to you.
- 6.6 We may agree to accept payment for the Goods and/or Services by credit card provided that you shall pay, in addition to the Price, any charge levied by the credit card company in respect of such transaction.
- 6.7 Notwithstanding any other provision, all payments payable to us under the Agreement shall become due immediately upon termination of the Agreement for whatever reason.
- 6.8 If any sum owed by you under the Agreement is not paid to us on or before the due date for payment, then all sums that you owe to us under the Agreement shall become due and payable immediately and, without prejudice to any other right or remedy available to us, we shall be entitled to:
- (i) cancel or suspend performance of the Agreement or any other contract or order placed with us or any Group Company including suspending deliveries of the Goods, Services and/or any other goods until arrangements as to payment or credit have been established which are satisfactory to us; and/or
  - (ii) require you to pay for the Goods and/or Services prior to us starting work; and/or
  - (iii) charge you interest calculated on a daily basis on all overdue amounts (both before and after judgment) until actual payment, at the rate of four per cent (4%) per annum above the Bank of England base rate from time to time, until payment is made in full.

## 7 INTELLECTUAL PROPERTY RIGHTS

- 7.1 Any Intellectual Property Rights in the Goods and/or Services, in any moulds, tools, designs, drawings, specifications and/or production data owned by us or created by us in the course of the performance of the Agreement, or otherwise used in the manufacture of the Goods and/or the provision of the Services including, without limitation, any know how in the same, shall remain our property unless otherwise expressly agreed in writing by us. We grant, on full payment of the Price, the non-exclusive right for you and bona fide purchasers from you to use, for the operation of the Goods or Services for their intended purpose only:
- (i) any software supplied with, or embedded in, the Goods and Services; and
  - (ii) technical manuals and instructions relating to operation and maintenance of the Goods and Services.
- 7.2 You hereby grant to us a non-assignable, non-exclusive, royalty-free license to use any Intellectual Property Rights owned by you to the extent necessary for us to supply the whole or any part of the Goods and/or Services in accordance with the Agreement.
- 7.3 Except as expressly stated herein, nothing in the Agreement shall be deemed to have given you a license or any other right to use any of our Intellectual Property Rights unless otherwise expressly agreed in writing by us.

## 8 LIMITATION OF LIABILITY AND INDEMNITY

- 8.1 These Conditions set out our entire liability (including any liability for the acts or omissions of our sub-contractors) in respect of the Goods and/or Services supplied by us and any representation, statement or tortious act or omission including negligence arising under or in connection with the Agreement.
- 8.2 Nothing in these terms and conditions shall exclude or limit our liability for death or personal injury caused by our negligence or for fraudulent misrepresentation or for any liability that cannot legally be excluded or limited. ANY LIMITATION OR EXCLUSION OF LIABILITY SHALL APPLY TO THE EXTENT PERMITTED UNDER APPLICABLE LAW.
- 8.3 WE SHALL NOT BE LIABLE FOR: (1) ANY LOSS OF ANTICIPATED PROFITS, (2) ANY LOSS OF ACTUAL PROFITS, (DIRECT OR INDIRECT), (3) ANY LOSS OF ANTICIPATED SAVINGS, (4) ANY LOSS OF BUSINESS, (5) ANY ECONOMIC LOSS OF WHATEVER NATURE, (6) ANY INDIRECT, SPECIAL OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, (7) ANY LOSS ARISING AS A RESULT OF ANY THIRD PARTY BRINGING A CLAIM OF ANY NATURE WHATSOEVER, AND/OR (8) ANY LOSS RESULTING FROM USE, APPLICATION OF OR RESULTS OBTAINED FROM ANY SOFTWARE INCORPORATED INTO THE GOODS. WE SHALL NOT BE LIABLE FOR ANY SUCH LOSS WHETHER OR NOT ANY SUCH LOSS OR DAMAGE WAS FORESEEN, DIRECT, FORESEEABLE, KNOWN OR OTHERWISE.
- 8.4 SUBJECT TO SECTION 8.2, OUR TOTAL AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE AGREEMENT WHETHER FOR NEGLIGENCE OR BREACH OF AGREEMENT OR ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE PRICE PAID BY YOU FOR THE GOODS OR SERVICES GIVING RISE TO YOUR CLAIM. NOTWITHSTANDING ANY OTHER TERMS AND CONDITIONS OF THE AGREEMENT, WE SHALL HAVE NO LIABILITY FOR THE USE BY YOU OF

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COMPONENT PARTS INCLUDING SOFTWARE IN THE GOOD WHICH ARE NOT MANUFACTURED BY OR AUTHORISED BY US.

- 8.5 To the extent permitted by law, the period in which any claim arising out of or related to the Agreement must be brought is limited to three (3) years from the date that such claim or cause of action is discovered or should have been discovered with the exercise of due diligence, and no claim may be brought after the expiry of this agreed limitation period.
- 8.6 The Goods and Services are not designed, manufactured or supplied for clinical use and are not approved by any agencies for clinical or medical applications. You shall indemnify and hold us and our Group Companies harmless from any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees, incurred or sustained by us which are caused by, or arise as a result of, or in connection with, the medical or clinical use of the Goods or Services.

## 9 TERMINATION AND CONSEQUENCES OF TERMINATION

- 9.1 You may only cancel this Agreement (or any part of this Agreement) which we have already accepted, with our prior agreement in writing and provided you indemnify us. Cancellation charges may apply to such cancellation including but not limited to: (i) all amounts due under the Agreement in respect of work performed and/or Goods delivered up to the date of cancellation, including all applicable overhead and profit; (ii) any sums which have been paid by us or become payable as a result of the cancellation to its subcontractors and supply chain to procure all or any part of the Goods or Services for your requirements including all applicable overhead and profit; (iii) the cost of any work, materials and tooling incurred by us, including initial costs, overhead, profit and preparatory expenses allocable thereto, used exclusively by us to supply the Goods and Services; (iv) any non-recurring engineering and project investment costs not paid by you or recovered by us under the Agreement; (v) the costs of settling and paying any losses, damages or claims arising out of the termination of work; and (vi) reimbursing any other reasonable and proper sums suffered or incurred by us solely in connection with or resulting from the cancellation of the Agreement including without limitation overhead and the our profit would have earned under the Agreement.
- 9.2 You shall pay us all cancellation charges within thirty (30) days of the date of our demand.
- 9.3 Without affecting any other right or remedy available to us, we may, without liability to you, terminate the Agreement, in whole or in part, with immediate effect by giving written notice if;
- (i) you breach a warranty of the Agreement or fail to perform any obligation or requirement of the Agreement and, if capable of remedy, fail to remedy such breach within 14 days of written notice; or
  - (ii) you fail to make a payment under this Agreement when due; or
  - (iii) there is the institution of any proceedings by or against you, voluntary or involuntary, in bankruptcy or insolvency or for the appointment of an administrator, administrative receiver, receiver or trustee or an assignee for the benefit of creditors of the your business or property ;
  - (iv) you commence negotiations with all or any class of your creditors with a view to rescheduling any of your debts, or make a proposal for or enter into any compromise or arrangement with any of your creditors; or
  - (v) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with your winding up (being a company, limited liability partnership or partnership); or

- (vi) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over you (being a company, partnership or limited liability partnership); or
  - (vii) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against the whole or any part of your assets and such attachment or process is not discharged within 14 days; or
  - (viii) you suspend or cease, or threaten to suspend or cease, carrying on all or a substantial part of your business; or
  - (ix) you have a Change of Control.
  - (x) In the event (a) or (b) you fail to make payment under the Agreement when due, or suspends payments or is unable
- 9.4 In the event of termination in accordance with Conditions 9.1 or 9.2 or Condition 14.1, you will be liable to pay us for amounts due under the Agreement in respect of Services already performed and/or Goods delivered up to the date of cancellation or termination and additional charges may apply, which charges may include, but are not limited to (“Termination Charges”):
- (i) any sums which have been paid by us, or become payable as a result of the cancellation or termination, to our subcontractors and supply chain to procure all or any part of the Goods or Services;
  - (ii) the cost of any work, materials and tooling incurred by us, including initial costs and preparatory expenses, used exclusively by us to supply the Goods and Services;
  - (iii) any non-recurring engineering and project investment costs not paid by you under the Agreement that we are unable to recover;
  - (iv) lost profits;
  - (v) the costs of settling and paying any losses, damages or claims that we suffer that arise out of the cancellation or termination of work; and
  - (vi) reimbursement of any other reasonable and proper sums suffered or incurred by us solely in connection with or resulting from the cancellation or termination of the Agreement including, without limitation, overheads and profit we would have earned under the Agreement
- 9.5 You shall pay all Termination Charges within thirty (30) days of the date of demand. Unless otherwise agreed in writing, the Termination Charges shall be exclusive of any taxes (including sales tax) or levies.
- 9.6 The termination and/or expiry of the Agreement howsoever arising is without prejudice to the rights, duties and liabilities either you or we accrued prior to termination and/or expiry.
- 9.7 The rights to terminate set out in this Agreement are the only rights of termination and any common law rights to terminate shall be excluded.
- 9.8 The conditions which expressly or impliedly have effect after termination and/or expiry will continue to be enforceable notwithstanding termination and/or expiry.

## 10 EXPORT AND GOVERNMENTAL COMPLIANCE

- 10.1 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 provision of Goods and/or Services and/or our property or your Property. Without limiting the foregoing, neither we nor you shall disclose or deliver any information, software or Goods, Services and/or our property 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 services and that authorizations/licenses from the applicable regulatory agency may be required before information, software and/or Goods and/or Services and/or our property or your Property can be disclosed or delivered hereunder, and that such authorizations/licenses may impose further restrictions on use and further disclosure or delivery of such information, software and/or Goods and/or Services and/or our property or your Property.
- 10.2 We shall not be liable for delays or refusals by governmental authorities or other authorities to grant licenses or approvals, nor for suspension or revocation thereof, nor for changes in export classification. You must deliver requested information, including requested end-user information, necessary for export licenses to be granted and or necessary for us to determine if a license or other type of authorization is required.
- 10.3 In relation to both domestic and international transactions, you must provide us with export classification information for all of your Property and information delivered to us in relation to the Agreement. Export classification information includes the applicable export control number, the country of origin and, for hardware only, the Harmonized Tariff Code. We will supply you with similar export classification information for the Goods and/or information for which we have design authority. Each of us will promptly notify the other upon a change in classification information.
- 10.4 In some cases for civil orders, and for all military orders, we may require an end user certification before our acceptance of any order from you. If an end user undertaking is requested, you shall provide the requested end-user certification duly completed and signed by the required authorised signatory, ensuring all necessary information is provided.

## 11 ANTI CORRUPTION, ETHICS AND POLICIES

- 11.1 We and you each warrant that:
- (i) we have put in place and shall maintain throughout the term of the Agreement all processes, procedures and compliance systems reasonably necessary to ensure that trafficking in persons, modern slavery, bribery and/or tax evasion do not in our business or down our supply chain by any other person associated with us (including our employees, agents and service providers); and
  - (ii) we do not use any forced labor and that its wages meet applicable legal requirement. By signing this Agreement, you warrant that you and your agents or subcontractors do not engage in trafficking in persons and will monitor, detect, and terminate any agents, subcontracts, or subcontractor that have engaged in such activities
  - (iii) we will not and will procure that our directors, employees, agents, representatives, contractors and sub-contractors, and any other person associated with us or acting on our behalf, will not:

- a) 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 Agreement or the Goods and/or Services; nor
- b) act in any way which would constitute an offense by us or would cause us to commit an offense under any anti-bribery legislation; nor
- c) 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
- d) breach applicable anti-slavery legislation, nor any applicable anti-corruption legislation; nor
- e) engage in any activity, practice or conduct which would constitute a tax evasion facilitation offense under Relevant Laws.

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

11.3 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 any of these warranties.

11.4 We have in place the Meggitt Ethics and Business Conduct, Diversity and Inclusion Policy and Anti-Corruption Policies accessible under "Group Policies and Governance Documents" at <https://www.meggitt.com/about-us/our-responsibility/group-policies/>.

11.5 You acknowledge that we are an Affirmative Action/Equal Opportunity Employer subject to Executive Order 11246, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Act of 1974, as amended, the Jobs for Veterans Act of 2002, as amended, and their implementing regulations, (2) you agree to act in accordance with our AA/EEO obligations, and (3) agree to follow all applicable laws and regulations regarding employees, job applicants and reporting.

## 12 CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information of the other. For the purposes of this Agreement, confidential information means any information that is identified as confidential and/or would be regarded as confidential by a reasonable business person and includes without limitation information concerning the business, operations, affairs, customers, clients or suppliers, processes, product information, know-how, designs, trade secrets or software of the other party, or of any Group Company of the other party, or any information developed by the parties in the course of carrying out this Agreement.

12.2 Each party may disclose the other party's confidential information:

- (i) to its employees (or those of a Group Company), officers, representatives, contractors, subcontractors or advisers to the extent that they need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement, and provided that the party shall procure that that recipient is bound by equivalent obligations of confidentiality as those set out in this Agreement;

- (ii) subject to Condition 12.4, as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority (including, for the avoidance of doubt, listing rules and stock exchange); and
- (iii) with the prior written consent of the other party.

12.3 Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Condition 12.

12.4 If the receiving party is required to produce or disclose confidential information in accordance with Condition 12.2(ii) above, the receiving party shall, provided it is permitted by law, notify the disclosing party of the request in writing as soon as reasonably practicable, such that the disclosing party has the opportunity to seek a protective order or otherwise appear or intervene in any relevant litigation or legal proceeding for the purposes of protecting its confidential information.

12.5 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.

### 13 DATA PROTECTION AND ELECTRONIC SECURITY

13.1 Each of us agree to comply with the any Data Protection Legislation and you must:

- (i) process Data only upon our written instructions, unless required otherwise by Relevant Laws;
- (ii) ensure that all persons authorised by you to process our Data have committed themselves to an obligation of confidentiality or are under an appropriate statutory obligation of confidentiality;
- (iii) ensure that you have in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of our Data and against accidental loss or destruction of, or damage to, our Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the Data to be protected, having regard to the state of technological development and the cost of implementing any measures;
- (iv) only engage a sub-processor if you have our prior, specific, written consent and, where such consent has been provided, you shall ensure that you have entered into a contract with the sub-processor that includes the same obligations as set out in this Condition 23 and you shall remain fully liable to us for the performance of the sub-processor's obligations;
- (v) acknowledge that if you should have access to any California resident personal information, then you and your employees or agents that such personal information may not be used for your or your employees or agents own means and purposes and that you and your employees or agents are prohibited from: i. selling said personal information, ii. retaining, using, or disclosing said personal information for any purpose other than for the specific purpose of this Agreement, including retaining, using, or disclosing the personal information for a commercial purpose other than providing the services specified herein; or iii. retaining, using, or disclosing said information outside of the direct business relationship between the parties and that by accepting this Agreement you and on behalf of your employees and agents certify that these restrictions are understood and will be fully complied with during the term of this Agreement
- (vi) assist us in ensuring compliance with our obligations under the Data Protection Legislation with respect to security of processing, data protection impact assessments, prior consultation with the relevant supervisory authority regarding high risk processing and notifications to the relevant

supervisory authority and/or communications to data subjects in response to any suspected or actual data breach affecting our Data (a "Meggitt Data Breach");

- (vii) notify us promptly (and in any event within three Business Days), if you receive any complaint, notice or communication from a relevant regulator or supervisory authority or other third party (including data subjects) which relates directly or indirectly to our Data;
- (viii) notify us of any Meggitt Data Breach without undue delay (and in any event within twenty four (24) hours of becoming aware), providing such details as may be required by us regarding the nature and likely consequences of the breach and take any steps or remedial action required by us in relation to the Meggitt Data Breach;
- (ix) at our choice, delete or return all relevant Data to us on request at any time, and in any event after the end of the provision of the services relating to processing, and delete existing copies, unless storage is required by Relevant Laws;
- (x) maintain complete and accurate records to demonstrate your compliance with the Agreement and the Data Protection Legislation, make such records available to us and allow for and contribute to audits, including inspections, conducted by us or an auditor mandated by us; and
- (xi) indemnify us and our Group Companies, and hold us and our Group Companies harmless, against the amount of Data Protection Losses incurred or suffered by us which corresponds with your proportion of responsibility for the Data Protection Losses having arisen due to any Meggitt Data Breaches and/or your breach of this Condition 13.

13.2 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 and comply with the terms of our policies regarding use of our Systems. You shall not access or use our Systems for any purpose other than for the performance of the Agreement. You will use reasonable endeavours including the use of latest commercially available anti-virus software to prevent the introduction of viruses, Trojan horses, worms, software bombs or similar items or computer programs into our Systems.

13.3 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.

13.4 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.

13.5 You shall indemnify and hold us and our Group Companies harmless from any liabilities, costs, losses, damages and expenses including, but not limited to, any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal fees, incurred or sustained by us which are caused by or arise as a result of a breach of Conditions 13.1 or 13.2.

## 14 FORCE MAJEURE

14.1 We shall not be in breach of the Agreement or otherwise liable to you for any delay or failure in shipment or delivery of the Goods or Services or any other delay or failure to perform its obligations under the Agreement due to any cause beyond our reasonable control, including, without limitation, war, terrorism, breakdown of plant or machinery, fire, flood, strikes or other labour disturbance, accidents, Act of God, governmental order or requirement, interruption, obsolescence or shortage of materials, transportation facilities or energy supply, or events beyond the reasonable control of its suppliers or



subcontractors (“Force Majeure”) and the we shall be excused from deliveries to the extent that deliveries may be prevented or delayed by the foregoing Force Majeure.

14.2 During any such Force Majeure, we will endeavour in good faith to allocate deliveries fairly among its buyers, but expressly reserves in our discretion, without liability to you, the final determination of deliveries to be made. If said Force Majeure continues for a continuous period in excess of ninety (90) days we may terminate the Agreement without liability by providing written notice to you.

## 15 SUBCONTRACTING, ASSIGNMENT AND THIRD PARTY RIGHTS

15.1 You shall not be entitled to assign, charge, subcontract or transfer this Agreement or any part of it without our prior written consent.

15.2 We may assign, charge, subcontract or transfer this Agreement or any part of it to any person, including its affiliates, without your consent.

15.3 Other than our affiliates, a person who is not a party to the Agreement (including without limitation any employee, officer, agent, representative or sub-contractor of either party) shall not have any right to enforce any term of the Agreement which expressly or by implication confers a benefit on that person without our express prior agreement in writing and you.

15.4 Without prejudice to the intention of the parties to give no rights to the third parties under the Agreement, any term of the Agreement can be varied and the Agreement can be cancelled or terminated without the consent of any third party who might benefit from its terms or have enforceable rights under the Agreement.

## 16 GENERAL

16.1 Any notice to be given under the Agreement shall be sufficient if it is in writing, addressed for the attention of the chief executive officer of the other party, or otherwise as directed by each party from time to time, and delivered personally, or via registered or certified mail (postage prepaid with return receipt requested) (with a request for confirmation in a manner typical to the communication types listed previously). Notice shall be deemed sent and received on the date of actual receipt at the other party’s principal place of business.

16.2 Nothing in the Agreement shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.

16.3 This Agreement is intended to benefit and is binding on the successors and assigns of each party. We may at any time assign, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with any or all of our rights under this Agreement. You shall not be entitled to assign, sub-contract, mortgage, charge, declare a trust over or deal in any other manner with any or all of your rights under this Agreement without our prior written consent.

16.4 Our rights and remedies in respect of this Agreement shall not be diminished, waived or extinguished by the granting of any indulgence, forbearance or extension of time granted by us nor by any failure of or delay by us in ascertaining or exercising any such rights or remedies. A waiver of any right or remedy under this Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

- 16.5 If, for any reason, any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision or part-provision of this Agreement is deemed deleted under the previous sentence, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 16.6 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, course of dealing, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 16.7 This sets out the entire agreement and understanding between you and us in connection with the sale of the Good and/or Services and shall supersede and replace all previous agreements, promises, assurances, course of dealing, warranties, representations and understandings between them, whether written or oral, documentation by us or you. In case of conflict, agreed terms appearing on the face of the Agreement shall take precedence over these terms and conditions, and these terms and conditions take precedence over any other documents referred to in the Agreement.
- 16.8 Each party agrees that in entering into this Agreement it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.
- 16.9 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 16.10 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 16.11 This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement.
- 16.12 No variation of this Agreement shall be effective unless it is in writing and signed by an authorised representative of each party.
- 16.13 No party shall make, or permit any person to make, any public announcement concerning the existence, subject matter or terms of this Agreement or the relationship between the parties, without the prior written consent of the other party (such consent not to be unreasonably withheld or delayed).

## **17 GOVERNING LAW AND DISPUTE RESOLUTION**

- 17.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of the State of New York without regard to its conflicts of law provision.
- 17.2 Either party may apply to any court with the competent jurisdiction for an order for specific performance or any interim, injunctive or protective orders as may be necessary to protect its interests, and Meggitt may apply to any court with competent jurisdiction in relation to any dispute concerning payment.
- 17.3 The United Nations Conventions on Contracts for the International Sale of Goods 1980 shall not apply to any aspect of this Agreement.