

UVOX Limited

Terms & Conditions of Purchase

Definitions

The Company, We, Us and Our - means Uvox Ltd.

Supplier - means the company or person on whom the Order is placed.

Contract - means the contract for sale of goods formed when the Supplier accepts an Order comprising these terms, the Order or any other written agreement between the parties.

Order - means the Uvox Purchase Order or Purchase Order Amendment.

Goods - means the Goods listed in the Order together with all relevant certificates, instructions and safety data sheets.

General

If the Supplier does not comply with these terms, the Company may terminate any and all contracts and/or any other agreement without liability and without affecting its other rights and remedies against the Supplier.

The Supplier will not be liable for any delay in delivery to the Company (not exceeding a period of more than 30 days) caused by Force Majeure, provided that the Supplier promptly notifies the Company of any Force Majeure and uses its best endeavours to bring the Force Majeure to an end as soon as possible.

The Supplier must ensure that all personnel are aware of their contribution to product or service conformity, product safety and the importance of ethical behaviour.

The Company will monitor and review Supplier performance including process, product and service conformity and on-time delivery performance.

No variation to these terms is effective unless expressly accepted in writing by the Company.

The contract contains all the terms agreed by the parties regarding its subject matter and supersedes any prior agreement, understanding or arrangement between them whether oral or in writing.

Acceptance

When the Supplier accepts the Company's offer, either by acknowledgement by the commencement of work, or delivery of Goods, a binding contract shall be formed. Such agreement is limited to these Terms and Conditions and the relevant Purchase Order. The Company does not agree to any proposed amendment, alteration or addition by the Supplier. The contract can be varied only in writing signed by the Company. Any other statement or writing of the Supplier shall not alter, add to, or otherwise affect the contract.

Prices

The Supplier will sell the Goods to the Company at the prices set out in the Order, or as agreed by the parties in writing from time to time. Unless otherwise agreed by both parties in writing, all prices include packaging, freight and insurance costs, delivery charges and customs dues, but exclude VAT or any other sales tax.

The Company will benchmark received quotations from time to time to confirm best practice and best value.

Quality

In addition to any terms as to quality that are implied by law, the Supplier warrants that the Goods are in factory new condition, are of good quality, are free from defects in materials, design and workmanship, that any safety data sheets provided are in accordance with best practice, and that they are safe when put to reasonable use and comply with all marketing information, datasheets and other information provided by the Supplier.

We have established a Counterfeit Avoidance policy in line with AS9100 requirements. All Suppliers must prevent the purchase of suspect, unapproved, counterfeit, suspect counterfeit, or fraudulent products or services from external providers.

The Goods must be fit for their purpose. If there is any purpose agreed in writing between the parties, then the Goods will be fit for that special purpose. The Supplier will notify the Company of any nonconforming product and obtain the Company's approval for nonconforming product disposition.

The Company will manage the Supplier's performance including, but not limited to, quality and delivery.

Delivery

The Goods shall be delivered to the place(s) named in the order no later than the dates specified in the order. Partial deliveries shall not be made unless agreed in writing by the Company.

The Goods shall be packed to a good commercial standard suitable for the designated mode of transport and capable of long term storage without damage and degradation to the Goods. The Goods will be labelled with Order Number, Part Number, Revision Level and Quantity.

Title and risk of the Goods shall pass to the Company on delivery, the passing of title shall not prejudice The Company's right to reject or any other right of the Contract.

Delivery is at the Supplier's risk and expense. If the Goods are lost or damaged in the course of delivery, the Company may notify the Supplier, and if it does so the Supplier must, at its own expense promptly replace or repair the lost or damaged.

Inspection, Progress and Rejection of Goods

Any inspection, testing of or payment shall not relieve the Supplier from any obligation nor does it imply acceptance of the Goods.

The Company may, at any time, inspect the Goods or the manufacturing process for the Goods.

If the Company does not accept any of the Goods or Services, the Company shall notify the Supplier of such rejection. Within 2 weeks of such notification the Supplier shall collect the Goods at its own expense and will agree to rectify however the Company wishes.

Warranty Period

If any breach of any warranty of Quality is discovered within 12 months from the date of delivery (or such other period as may be specified in the order) the Company may give notice in writing to the Supplier.

If any Goods or Services are defective or do not conform to the requirements of the order, the Company shall notify the Supplier who then, with authorisation, may issue credit or Supplier shall rework the Goods and replace non-conforming.

This does not limit any other right or remedy which the Company may have in law in respect to the defective Goods.

Continuity of Supply

The Supplier agrees to accept further orders for similar Goods at prices and delivery lead times no less favourable than those agreed in the order, taking account of quantities, technical standards and economic conditions prevailing at the time of any further order. In the event that the Supplier is unwilling or unable to accept such orders they will deliver to the Company, without charge, all the necessary drawings, manufacturing information and tooling to enable the Company to make the Goods themselves or have them made elsewhere.

Documentation

The Supplier shall ensure all applicable requirements are passed down the supply chain.

The Company, their customer and regulatory authorities will have right of access to the applicable areas of all facilities, at any level of the supply chain involved in the order and to all applicable records.

Advice notes and Certificates of Conformity shall accompany the Goods when delivered and the Supplier shall keep a copy of documents for their records.

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All First Article Inspection Reports, Material Certificates and allied documentation will be made available to The Company on request. All documentation will be retained for a minimum of fifteen years.

Insurance

The Supplier agrees to maintain insurance cover with a reputable insurer for the following classes of risk in respect of work to be carried out under the order;

- Public Liability,
- Employer's Liability,
- Products Liability and other classes as are appropriate to the order.

Ownership and Risk

Ownership and risk of the Goods shall pass to the Company on delivery unless otherwise stated, but without any prejudice to any right of rejection.

Payment

Inattention to the following details may mean a delay in payment but no prompt payment discount shall be forfeited by the Company on account of Supplier's failure;

- To send with each consignment advice notes, clearly indicating the Company's Order number and description of Goods, including Part numbers, Quantities and Revision numbers,
- To send on the day of despatch invoice(s) indicating Company's Order number and limited to one order number per invoice,
- To send a monthly statement of account quoting invoice numbers,
- To provide documentation required under the contract.

The Company maintains the right to suspend payment if the Supplier fails to fulfil its obligations under the contract.

Changes

The Supplier shall not, without prior written consent of the Company, make any changes affecting the Goods; including (but not limited to) process and design changes, changes to manufacturing processes (including geographical location), changes of suppliers, changes affecting electrical performance, mechanical form or fit, function, environmental compatibility, chemical characteristics, life, reliability or quality of Goods or changes that could have significant impact upon the Supplier's quality system.

The Supplier will notify the Company in writing of changes to any records that are created or retained in relation the Order.

Cancellations

Without prejudice to any other right or remedy available to the Company under the contract or at law, the Company shall be entitled at its discretion to suspend the performance of its obligations under the contract in whole or in part or to terminate the contract in whole or in part by means of written notice to the Supplier in the event that;

- The Supplier files a voluntary petition or becomes the subject of a petition, in bankruptcy or any voluntary proceeding relating to insolvency, receivership, and liquidation, assignment for the benefit or creditors or similar proceedings,
- The Supplier ceases or threatens to cease to carry on business in the ordinary course,
- The Supplier breaches any of its obligations under the contract, or the Company in its reasonable discretion, determines that the Supplier cannot or shall not deliver the Goods or services as required,
- The Supplier fails to provide adequate assurance of performance following requests by the Company.

The Company shall not be liable to the Supplier by virtue of such termination.

Confidentiality

The Supplier shall not use the information in the contract except for the purpose of supplying of Goods to the Company.

The Supplier shall not grant third parties access to contract information without prior written consent of the Company and only use such information for the purpose for which the consent is granted.

The Supplier shall require any third party to whom the contract information is provided to sign an undertaking in the same terms as the Suppliers undertaking.

The Supplier shall not use the Company's name of any of the contract information for publicity purposes without the Company's written consent.

Intellectual Property

The Supplier warrants and undertakes that it has the right to supply the Goods and will keep the Company fully and effectively indemnified from and against any and all liabilities, proceedings, costs (including without limitation legal costs), damages, losses or expenses of any nature whatsoever arising from the Supplier's negligence, breach of duty, breach of statute or otherwise, which is caused by or arises from;

- The performance by the Supplier of the contract,
- The design, manufacture, sale, use or possession of the Goods,
- Any infringement, breach or misuse of any patent, copyright, trademark, registered design or other industrial or intellectual property.

No indemnity is intended to limit any other right or remedy which the Company may have in law in respect of the Goods.

Limitations of Liability

Neither party excludes or limits its liability for death or personal injury arising from its own negligence, fraud, or for any liability that cannot by law be excluded or limited.

In no event shall the Company be liable under any theory of liability, for indirect, incidental, special, consequential or punitive damages, which includes without limitation damages for lost profits or revenues, lost business opportunities, loss of image or lost data, even is the Company has been advised of the possibility of such damages and in no event shall the Company be liable to the Supplier, its successors or assigns for damages in excess of the amount due to the Supplier for complete performance under the contract, less any amounts already paid to the Supplier by the Company.

Any failure to conform to or comply with the requirements of the contract

Export

If any Supplies are subject to Export Controls, then the rating of those Goods shall be provided. The Supplier shall be responsible for any element of the Goods that are subject to import controls by the UK or export controls by the country of origin.

If the International Traffic in Arms Regulations (ITAR) or Export Administration Regulations (EAR) is applicable the Supplier shall obtain all the required export licenses to allow export to the UK and request all necessary assurances regarding end-use and possible re-export from the UK.

The shipping documentation for all products or technology of US origin, or any Goods that include products or technology of US origin, must specifically state that the products or technology are not subject to ITAR or EAR regulations.

Jurisdiction

The contract and all matters arising out of or in connection therewith shall be governed by and interpreted in accordance with English law. Jurisdiction will be in the courts of England, but the Company may enforce a contract in any court of competent jurisdiction.