



**STANDARD CONDITIONS OF PURCHASE (I), 2005 EDITION**

**2.      ENTIRE AGREEMENT**

The Order contains the complete and entire understanding between the Parties on the subject matter of the Order and supersedes all discussions, proposals, understandings or agreements (oral or written) relating to the subject matter of the Order, provided that nothing in this Condition shall exclude any liability for fraudulent misrepresentation.

**3.      ORDER**

3.1      If the Parties have agreed the Conditions and the Special Conditions and any document referred to therein at the date of Order, the Order is the Purchaser's acceptance of the Supplier's offer and the remainder of this Condition shall not apply.

3.2      If the Parties have not agreed the Conditions and the Special Conditions and any document referred to therein at the date of the Order, the Order shall be the Purchaser's offer to the Supplier and the Supplier's acceptance, by either returning the Order Acknowledgement Form or by starting work on the Order, shall only be acceptance within the terms of the Order.

3.3.      The Supplier shall accept the Purchaser's offer, as described in Condition 3.2, within fourteen (14) calendar days of the date of the Order otherwise the offer will lapse without the Purchaser incurring any liability.

3.4      The Purchaser does not intend to be bound by any additional terms proposed by the Supplier, whether stated on the Order Acknowledgement Form, communicated by the Supplier at the time of starting work in respect of the Order and/or written on any other document purporting to be an acceptance of the Purchaser's offer.

**4.      ADHERENCE TO THE ORDER**

4.1      The Supplier shall provide the Supplies in all respects and in accordance with the Order.

4.2      The Order number and item number shall be quoted on all documents and packages sent by the Supplier to the Purchaser in respect of the Order.

**5.      QUALITY**

5.1      The Supplier shall be subject to all reasonably applicable quality standards in addition to those specified on the face of the Order (which may include but shall not be limited to any of the following conditions): -

(a)      The Supplier shall ensure that the Order is carried out in conformity with the quality requirements of its Government approval.

(b)      The Supplier shall ensure that the Order is carried out in conformity with the quality requirements of its National Airworthiness Authority approval.

(c)      Supplies shall be accompanied by FAA Airworthiness Release Form 8130.3.

(d)      The Supplier shall ensure that the Order is carried out in accordance with its FAA Repair Station Approval. Supplies shall be accompanied by the FAA repair tag.

(e)      The Order must satisfy the requirements of an MoD contract and may be subject to quality assurance activity at the Supplier's works by the MoD QAR who will advise the Supplier accordingly. Purchases in aid of the Order shall be in accordance with the requirements of "DEF Stan 05-61 (Part 1)/Issue 3". A Certificate of Conformity is required.

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- (f) The Supplies shall be manufactured, inspected and tested in accordance with schedules used for equipment as supplied to the British Government and the Supplier's own Government.
- (g) The Supplier shall ensure that the Order is carried out in conformity with the quality requirements of the Supplier's quality approval with the Purchaser.
- (h) The Supplies shall be subject to inspection by the Purchaser on receipt.
- (i) A representative of Delegation Generale Pour L'Armement (DGA) will carry out Government Quality Assurance and technical acceptance of Supplies covered by the Order. The Supplier will provide the DGA representative with full facilities for carrying out Government Quality Assurance (in particular all necessary documents shall be made available).
- (j) The Supplies shall be accompanied by a Certificate de Conformite in accordance with Norme NFL 00-015 and countersigned by Bureau Veritas.
- (k) The Supplies are subject to surveillance by the Supplier's National Quality Assurance Representative (NQAR) or National Quality Assurance Authority (NQAA). When Government Quality "re-assurance" is required, the Certificate of Conformity shall also be signed by the Supplier's NQAR.
- (l) The Supplies are to be used on aircraft control units and/or systems. Duplicate inspection required.
- (m) Explosive Supplies are subject to quality assurance and release by the National Quality Assurance Directorate Representative (NQAR) and in accordance with "DEF Stan 05-61 (Part 1) Issue 3". A copy of a certificate authorised by QAD (Ord) shall be supplied with the Supplier's release documentation to cover each item of the Supplies. A form serial number shall be endorsed on the Supplier's release documents.
- (n) Inspection, documentation and release of the Supplies shall conform to the requirements of "DEF Stan 05-61 (Part 7)". Certificates of conformity shall be endorsed "Independent Quality Assurance carried out" and shall be stamped, signed and dated by the Supplier's NQAR.
- (o) The Supplies are subject to special inspection and certification in accordance with the Purchaser's Armament Quality Assurance Requirements. These requirements supplement the normal inspection requirements and shall be brought to the attention of the Supplier's Quality Manager/Chief Inspector and the Supplier's NQAR.
- (p) The Supplier shall ensure that the Order is carried out in conformity with its BS9000 System Approval.
- (q) The Supplier shall ensure that the Order is carried out in conformity with the quality requirements of its ISO 9000 series registration.
- (r) Exceptional arrangements determined by the Purchaser's Quality Manager/Chief Inspector are as shown on the face of the Order.

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- 5.2 Upon the Purchaser providing reasonable notice, the Supplier shall (and procure that its sub-contractors shall): -
- (a) allow the Purchaser and persons authorised by the Purchaser (which may include the Purchaser's customer) access to the Supplier's premises (and those of its subcontractors) as are being used to carry out work on the Supplies in order to inspect and audit the facilities, processes and procedures used in manufacturing the Supplies;
  - (b) provide adequate data to the Purchaser relating to progress of work on the Supplies and their quality; and
  - (c) provide all necessary assistance (including, where appropriate, access to office accommodation, telephone and fax facilities) to enable the rights set out in Condition 5.2 to be exercised fully.

5.3 Unless specifically agreed otherwise, all Supplies shall be new.

5.4 The rights of the Purchaser in this Condition are in addition and without prejudice to any rights at law or granted elsewhere in these Conditions.

**6. ADVICE AND RELEASE CERTIFICATES**

6.1 On delivery of each consignment of the Supplies, the Supplier shall deliver to the Purchaser such documents (which shall include, without limitation, advice notes, certificates of conformity and civil approved certificates) as required by the Order. If the Supplier is not the original manufacturer of the Supplies, it shall also provide with the delivery of each consignment of Supplies, copies of the original manufacturer's certificate of conformity or civil approved certificate together with test figures, heat treatment particulars etc, where applicable.

6.2 One copy of all documents referred to in 6.1 above shall also be sent by first class post to the Purchasing Department of the Purchaser quoting the reference on the Order.

6.3 If the Supplier fails to comply with Conditions 6.1 and 6.2, the Purchaser shall be under no obligation to accept delivery of the relevant consignment.

**7. PRICE**

7.1 Where prices have been agreed they shall be set out on the Order, fixed (non-revisable) and exclusive of value added tax and any applicable EU customs duties, but inclusive of all other taxes, imports, and fees. If value added tax is payable it shall be separately identified on the invoice and shall be payable by the Purchaser subject to receipt of a valid VAT invoice. The delivery term presumed in the Order is DDU (Incoterms 2000) unless otherwise agreed in the Order.

7.2 No additional charge shall be made for packaging, insurance or delivery unless otherwise agreed and set out in the Order and any such charge shall be separately identified on the invoice.

7.3 Where prices are not agreed at the date of the Order but commencement of performance of work on the Order by the Supplier is agreed by the Purchaser, an invoice shall not be submitted before the price has been agreed and incorporated in the Order in accordance with Condition 27.

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**8.            PAYMENT**

- 8.1            On or after delivery of the Supplies, the Supplier shall submit an invoice to the address of the Purchaser stated on the Order for those delivered Supplies.
- 8.2            The Purchaser shall pay the invoice within thirty (30) days of the end of the month in which the invoice is delivered provided that: -
- (a)            the invoice quotes correctly the amount of the payment, the correct Order number, the item number, the part and drawings numbers and a description of the Supplies (including without limitation, quantities and weights); and
- (b)            the Supplies are delivered by the Supplier and accepted by the Purchaser in accordance with Conditions 9 and 11 respectively.
- 8.3            The Supplier may charge interest on all valid overdue amounts at the rate of 3% above the Bank of England base rate applicable at the end of the day that payment falls due, such interest accruing from the first day on which payment is overdue until payment has been received in full by the Supplier.

**9.            DELIVERY**

- 9.1            Delivery shall be made in accordance with the instructions set out on the Order and time shall be of the essence in relation to the delivery dates set out on the Order.
- 9.2            All Supplies must be properly and securely packed.
- 9.3            If there is any delay in delivery due to causes (other than Force Majeure) which are not attributable to the negligence of the Purchaser, the Purchaser may terminate the Order with immediate effect and the Supplier shall be liable for damages in accordance with Condition 13.2.
- 9.4            The Supplier shall not be liable for delays in delivery due to Force Majeure provided that the Supplier promptly notifies the Purchaser of any delay or anticipated delay as soon as it is known and resumes performance as soon as possible thereafter. However, if such delay exceeds fourteen (14) days the Purchaser shall be entitled to terminate the Order without incurring any liability whatsoever except in respect of that part of the Supplies already delivered and accepted by the Purchaser prior to such termination.
- 9.5            Should an event of Force Majeure occur, the Purchaser may wholly (or partly) suspend or postpone any of its obligations under the Order (without incurring any liability) by promptly notifying the Supplier in writing. Such suspension or postponement will continue until the circumstances of the Force Majeure have ceased or been overcome or the Purchaser notifies the Supplier in writing that it wishes to resume its obligations under the Order, or until the Purchaser notifies the Supplier that it wishes to terminate the Order in accordance with Condition 9.4 above.
- 9.6            The Purchaser shall have the right to request the Supplier to delay delivery of any of the Supplies without revision of the price.

**10.          TITLE AND RISK**

Title to and risk in the Supplies shall pass to the Purchaser on delivery.

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**11.      ACCEPTANCE**

- 11.1      Where acceptance tests are defined in the Order, acceptance of Supplies delivered shall be subject to completion of the acceptance tests to the satisfaction of the Purchaser. Where no acceptance tests are defined in the Order the Purchaser shall have the right to inspect the Supplies after delivery and acceptance shall take place if the Supplies are satisfactory to the Purchaser on inspection or, if no inspection is made, the Supplies shall be accepted after they have been taken into use by the Purchaser.
- 11.2      If the Purchaser is not satisfied that the Supplies are delivered in accordance with the Order the Purchaser may: -
- (a)      reject the Supplies delivered in whole or in part;
  - (b)      give notice to the Supplier to replace or repair promptly the Supplies delivered at the Supplier's expense and risk;
  - (c)      require the Supplier to pay all the Purchaser's expenses, losses incurred and additional costs directly arising from the failure to deliver the Supplies to the satisfaction of the Purchaser; and/or
  - (d)      set off any amounts owed to the Supplier against any amount owed to the Purchaser arising under 11.2(c) above.

**12.      WARRANTY**

- 12.1      The Supplier warrants that: -
- (a)      the Supplies conform in all respects with the Specification; and
  - (b)      the Supplies are free from defects (whether actual or latent) in design, materials and workmanship; and
  - (c)      the performance and functionality of the Supplies will not be affected by date changes and that the Supplies will accurately process date and time data.
- 12.2      The warranty in Condition 12.1 shall, in respect of each item of the Supplies, continue for twelve (12) calendar months from the date of acceptance of such item of the Supplies, unless an extended warranty period is offered by the Supplier to the Purchaser and agreed by the Purchaser.
- 12.3      If there is a defect in the Supplies during the warranty period, the Supplier shall at its own expense and risk, but at the discretion of the Purchaser, without delay, either repair or replace the defective Supplies or refund the Purchaser the price of the defective Supplies.
- 12.4      The warranty at Condition 12.1 shall apply to the Supplies or any part of them replaced or repaired in accordance with these Conditions so that the warranty shall continue for twelve (12) calendar months from the date of acceptance by the Purchaser of such replaced or repaired item of the Supplies.
- 12.5      If a breach of warranty by the Supplier causes any of the Supplies not to be available for the Purchaser's use within the warranty period for the Supplies then the warranty period for the Supplies shall be extended by the period during which they were not available for use by the Purchaser.
- 12.6      The Supplier agrees that all warranties attaching to the Supplies shall be capable of being assigned to a customer of the Purchaser or other user by the Purchaser without prior written notice to the Supplier.

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12.7      This Condition 12 shall apply in addition and without prejudice to any other rights and remedies available to the Purchaser.

**13.      REMEDIES**

**13.1      Termination for Default**

- (a)      If the Supplier is in breach of the Order or of any of these Conditions (including, without limitation, the warranty at Condition 12.1) the Purchaser may give the Supplier a written notice specifying the breach.
- (b)      If the breach is not capable of remedy the Purchaser shall be entitled to terminate the Order immediately.
- (c)      If the breach is capable of remedy, the Supplier shall at its own expense rectify the breach within twenty eight (28) calendar days of the date of the notice. If the Supplier does not rectify the breach within twenty eight (28) calendar days (or such other period as may be agreed in writing) the Purchaser may give written notice to the Supplier immediately terminating the Order.

The provisions of this Condition 13.1 shall at all times be subject to and without prejudice to the provisions of Condition 9.

**13.2      Damages for Default**

The Supplier shall be liable for all losses, liabilities, actions, claims, damages, injuries, costs and expenses (including legal costs and expenses) of whatever nature suffered by the Purchaser as a result of a breach by the Supplier of the Order or any of these Conditions.

**13.3      Indemnity**

The Supplier shall upon demand indemnify the Purchaser in full against all losses, liabilities, actions, claims, damages, compensation, obligations, injuries, costs and expenses (including legal costs and expenses) of whatever nature suffered by the Purchaser resulting from the negligence, breach of contract or breach of statutory duty caused by the acts or omissions of the Supplier, its employees, sub-contractors or agents in their performance of the Order or in connection with any defect in any item of the Supplies. This indemnity shall continue in force notwithstanding termination for whatever reason of the Order.

**13.4      Termination for Insolvency**

If either the Supplier or Purchaser becomes insolvent, has a receiver, liquidator, administrative receiver, administrator, trustee or other similar officer appointed over the whole or part of its assets, or an order is made or a resolution is passed for the winding up of such party (save for a solvent winding up as part of a bona fide reconstruction or amalgamation) or if an administration order is made in respect of such party or if it makes an arrangement or assignment for the benefit of its creditors or if an analogous event to any of the foregoing occurs in respect of such party anywhere in the world; the other party may without prejudice to its rights and remedies under the Order or these Conditions or any other remedies arising at law suspend the performance of, or terminate, the Order immediately (whether in whole or in part) without incurring any liability whatsoever except in respect of Supplies delivered before the date of any of the above mentioned events.

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**13.5      Change of Control**

In the event the Supplier is acquired by or merged with any third party or undergoes a change of control, the Purchaser shall be entitled to suspend the performance of, or terminate, the Order immediately (whether in whole or in part) without incurring any liability whatsoever except in respect of Supplies delivered to the Purchaser before the occurrence of the events listed in this sub clause.

**13.6      Cancellation**

- (a)      The Order may be cancelled (in whole or in part) at any time by the Purchaser on written notice to the Supplier stating that the Order is cancelled.
- (b)      If such notice is given, the Supplier shall comply with any directions regarding the Supplies given by the Purchaser.
- (c)      The Purchaser and the Supplier shall agree a fair and reasonable price for all work reasonably done and materials reasonably purchased by the Supplier for the purpose of carrying out work on the Order up to the date of termination in satisfaction of all sums due to the Supplier by the Purchaser under this Order.
- (d)      In order to agree such price, the Supplier shall submit an account to the Purchaser within three (3) months from the date of cancellation in a form satisfactory to the Purchaser.
- (e)      The agreed price, together with any sums paid or due to the Supplier under the Order before the effective date of termination shall not exceed the total price of the Supplies under the Order and such payment shall be the Purchaser's sole liability in respect of the cancellation.

13.7      Any termination or cancellation of the Order by the Purchaser for whatever reason shall be without prejudice to any rights or remedies which may have accrued to the Purchaser prior to termination or cancellation and the Purchaser shall use its reasonable endeavours to mitigate its loss on any termination.

**14.      INTELLECTUAL PROPERTY RIGHTS**

- 14.1      All Intellectual Property created as a result of the work undertaken by the Supplier or its sub-contractors for the purpose of the Order shall vest in and be the absolute property of SELEX Sensors and Airborne Systems Ltd. and the Supplier shall do all necessary acts to vest such Intellectual Property in the name of SELEX Sensors and Airborne Systems Ltd. or its nominee, such acts to include (without limitation) the execution of documents.
- 14.2      The Supplier warrants that having carried out all reasonable investigations, the Supplies and the intended use of the Supplies by the Purchaser will not infringe any Intellectual Property Rights of a third party existing or pending at the date of the Order.
- 14.3      The Supplier shall on demand indemnify the Purchaser against all losses, liabilities, actions, claims, damages, injuries, costs and expenses (including legal costs and expenses) of whatever nature which may be suffered by or on behalf of the Purchaser as a result of the infringement or alleged infringement of any third party Intellectual Property Rights arising in connection with the Supplies.

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14.4 On request to the Supplier by the Purchaser, the Purchaser shall be given full control of any proceedings or negotiations in connection with any Intellectual Property Right claims and shall diligently pursue the same unless both parties agree otherwise. The Purchaser shall consult with the Supplier in relation to such actions.

**15. HEALTH AND SAFETY**

15.1 The Supplier shall familiarise itself with and ensure that its sub-contractors and agents shall familiarise themselves with and comply with the Purchaser's procedures relating to discipline, fire, health and safety when on the sites of the Purchaser and such other procedures applicable to such other sites as the Order requires.

15.2 The Supplier shall as soon as possible (and no later than on delivery) provide the Purchaser with all instructions drawn up by the Supplier or its subcontractors from time to time relating to the use and disposal of the Supplies and in particular draw attention to any dangers, hazards or restrictions associated with the Supplies.

**16. INSURANCE**

16.1 If the Supplier's employees, agents or sub-contractors are present on the sites of the Purchaser or such other sites as the Order requires, the Supplier shall effect legal liability insurance of not less than five million pounds (£5,000,000) per event or series of events in respect of loss of or damage to property of the Purchaser or death or injury to persons resulting from performance of the Order.

16.2 If the Supplier is required to carry out work at any aerodrome the Supplier shall ensure that its legal liability insurance extends to aviation and air-side exposure.

16.3 Should the Supplier's legal liability insurance policy cover be in excess of five million pounds (£5,000,000) then the Purchaser shall have the full benefit of such policy and the Supplier shall notify its insurers of the Purchaser's interest on such policy and shall give a copy of such policy to the Purchaser on request.

16.4 The Supplier shall effect and maintain General Third Party Products Liability insurance in respect of any Supplies that are to be incorporated into the Purchaser's products for onward sale. Such Product Liability Insurance must be commensurate with the exposure potential of the Supplies when incorporated into the Purchaser's onward sale product and shall be not less than the minimum figure advised by the Purchaser from time to time.

16.5 On request by the Purchaser, the Supplier shall provide the Purchaser with a certificate of insurance or such other evidence reasonably satisfactory to the Purchaser that the above insurances are in full force and effect in respect of the Supplier's obligations under the Order.

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**17.      CONFIDENTIALITY, SECURITY AND PUBLICIT**

- 17.1      Any information disclosed by either the Purchaser or the Supplier to the other (which is marked as confidential at the time of disclosure or which (if oral or visually disclosed) is described as confidential at the time of disclosure under the Order and is confirmed as such by the disclosing party to the receiving party within 30 days of such disclosure) ("Confidential Information") shall at all times be treated by the receiving party under the Order as confidential and (save as is necessary for use by the Purchaser and any end customer of the Purchaser) shall not be disclosed to any third party without the disclosing party's prior written consent and shall only be disclosed to the receiving party's own employees on a need to know basis. The obligations of confidentiality shall not apply in respect of information which :-
- (a)      is in the receiving party's unrestricted possession at the date of disclosure under this Order;
  - (b)      is in or enters into the public domain without breach of these Conditions by the receiving party; or
  - (c)      the receiving party can prove to have been developed by it independently of the Intellectual Property disclosed under the Order.
- 17.2      The Supplier shall not disclose the Order or the subject matter of the Order, the Purchaser's name, the name of the Purchaser's customer, the name of any project or programme, or any other Intellectual Property or information acquired through its dealings with the Purchaser for any reason whatsoever including for publicity or marketing purposes without the prior written consent of the Purchaser.
- 17.3      Any information given to the Supplier by the Purchaser shall remain the absolute property of the Purchaser and shall be returned to the Purchaser or (at the Purchaser's option) be destroyed by the Supplier on termination or cancellation of the Order.
- 17.4      In the conduct of the Supplier's dealings with the Purchaser and subject to Condition 21.4, neither the Purchaser nor the Supplier shall remove from the other's premises any items including (without limitation) drawings, specifications, documents, or data belonging to the other without the other's prior written consent.
- 17.5      The Purchaser's sites to which the Supplier may have access during its performance of the Order may be subject to national security requirements. It is a condition of the Order that in all the Supplier's dealings with the Purchaser the provisions of the Official Secrets Act 1911 to 1989 and any amendment thereto shall apply and the Supplier shall procure that any of its employees, agents, or sub-contractors (to whom information shall only be given in support of the preparation or furtherance of the Order) are made aware of this provision, are notified of the security classification of any information and accept that they are subject to the security procedures notified on the Order or in operation at the Purchaser's sites.

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17.6      The Supplier acknowledges that Condition 17 applies from the date of the Order and shall continue to apply after completion or early termination of the Order. The Supplier shall procure that any of its employees, agents or sub-contractors that may have a need to visit the Purchaser's sites or have access to any Intellectual Property, arising out of the Supplier's dealings with the Purchaser, have notice that the above mentioned provisions apply equally to them.

17.7      The receiving party shall be entitled to make disclosure of the Disclosing Party's Confidential Information required by court order or government or regulatory requirement subject to notifying the disclosing party as soon as possible of such requirement.

**18.      SPARES**

18.1      The Supplier shall ensure that spares for the Supplies are made available to the Purchaser for the term of the Order and for a minimum period of five (5) years thereafter.

18.2      Any such spares shall be supplied to the Purchaser:

(a)      under the terms of this Order;

(b)      at a price to be agreed with the Purchaser but which in no event shall be greater than the price of the originally supplied article for which the spare is a replacement; and

(c)      in accordance with any Specification.

**19.      TOOLING**

If the Supplier has created tooling, moulds, test equipment, circuit boards or other technology specifically in relation to the Supplies, the Purchaser shall have the option to purchase such technology (and/or any intellectual property rights therein at the Purchaser's further option) from the Supplier. If the Purchaser does decide to purchase such technology, the Supplier shall co-operate with the Purchaser to ensure that any such rights vest in the Purchaser where requested by the Purchaser.

**20.      SUB-CONTRACTS AND ASSIGNMENT**

20.1      No work on the Order may be sub-contracted by the Supplier without the prior written consent of the Purchaser (which shall not be unreasonably withheld).

20.2      The Order may not be assigned in whole or in part by the Supplier without the prior written consent of the Purchaser (which shall not be unreasonably withheld).

20.3      The Purchaser's interests in this Order may be assigned without the consent of the Supplier.

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**21.      PROPERTY ISSUED BY THE PURCHASER**

- 21.1      The Supplier shall not acquire any legal or beneficial interest in any property supplied to it by or on behalf of the Purchaser (whether on free issue or loan) for performance of work on the Order.
- 21.2      Any such property possessed or controlled by the Supplier, shall be held at the Supplier's risk, stored and booked separately from other property, maintained at the Supplier's expense in good and serviceable condition, clearly marked as "SELEX Sensors and Airborne Systems Ltd. property" and only be used by the Supplier for the performance of the Order.
- 21.3      At the request of the Purchaser (which may be made at any time) or on completion of the Order, such property issued to the Supplier shall, unless incorporated into the Supplies, be returned promptly to the Purchaser.
- 21.4      Upon reasonable written notice being given to the Supplier, the Purchaser shall have the right to enter the Supplier's premises to recover any of its property.

**22.      COMPLIANCE WITH LAW AND REGULATIONS**

- 22.1      The Supplier shall comply with all statutory and other requirements applicable to its business in performing work under the Order, including, but not limited to, compliance with all labelling requirements as set out from time to time by the United Kingdom and United States of America authorities, and provision by the Supplier of the appropriate certificates of conformity to the Purchaser.
- 22.2      The Supplier warrants that it has obtained all necessary export approvals for the provision of the Supplies to the Purchaser. The Supplies may be exported or re-exported by the Purchaser and the Supplier confirms that no restriction exists in respect of US Department of Commerce Export Administration Regulations or any other US or non-US Government Regulations preventing such export or re-export by the Purchaser.
- 22.3      A person who is not a Party to this Order has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Order but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

**23.      INDUCEMENTS**

- 23.1      The Supplier shall neither:-
- (a)      induce an employee of the Purchaser to make any concession to the Supplier, issue the Order or alter any of the requirements of the Order in return for any gift, money or other inducement; nor
  - (b)      pay money or give any other benefit to any third party (either directly or indirectly) in connection with the negotiation and/or issue of the Order; nor
  - (c)      encourage an employee of the Purchaser to commit any act of dishonesty against the Purchaser which may benefit the employee or be a detriment to the Purchaser, or both.

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**24.      NOTICES**

- 24.1      All notices and communications shall be in writing and in the English language and shall be deemed served: -
- (a)      if sent by fax and copied by letter, on the date of despatch; and
  - (b)      if sent by first class post, forty eight (48) hours from the date of despatch.
- 24.2      Any notice or other communication sent to the Supplier shall be sufficient if sent to the address notified to the Purchaser for that purpose or, if not notified, the Supplier's address on the Order.
- 24.3      Any notice or other communication sent to the Purchaser shall be sent to the address given for the Purchaser on the Order for the attention of the person shown on the Order.

**25.      CONTINUITY OF SUPPLY**

The Supplier shall not unreasonably refuse to provide Supplies under this Order. Prior to any action to discontinue the provision of any Supplies under this Order, the Supplier shall provide Purchaser with a "Last Time Buy Notice" at least twelve (12) months prior to any such action. In addition, at such time, the Supplier shall offer to the Purchaser the opportunity to acquire drawings and (in accordance with Condition 19) any Supplies' unique tooling. This provision survives the delivery of items under this Order.

**26.      WAIVER**

No exercise, or failure to exercise, or delay in exercising any right, power or remedy vested in any Party under or pursuant to this Order shall constitute a waiver by that Party of that or any other right, power or remedy.

**27.      SEVERANCE**

Should any provision of this Order be deemed invalid, illegal or void, then that provision shall be deemed severed from the Order which shall continue in force notwithstanding such severance. The Parties shall nevertheless negotiate in good faith in order to agree the terms of a mutually acceptable and satisfactory alternative provision in place of the severed provision.

**28.      AMENDMENTS**

- 28.1      Amendments to the Order shall only be effective when: -
- (a)      a document setting out the terms of the amendment is signed by the Purchaser and the Supplier; and
  - (b)      an Order amendment is issued by the Purchaser which incorporates the document described in Condition 28.1(a).

**29.      E-COMMERCE**

The Supplier acknowledges that the Purchaser's stated business intent is to trade via the Exostar trading portal with its suppliers and trading partners and that the Purchaser would therefore wish to trade with the Supplier through Exostar. On written request to the Supplier by SELEX Sensors and Airborne Systems Ltd. the Supplier shall provide the Supplies to the Purchaser under the Order via Exostar.

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**30.      OFFSET**

- 30.1      The Supplier understands that the Purchaser and other companies within the FINMECCANICA Group and associated companies of SELEX Sensors and Airborne Systems Ltd. accrue significant offset obligations resulting from international sales. To assist in satisfying these obligations, the Purchaser may wish to take advantage of the Supplier's offshore supply chain and investment activity, in order that potential offset credits can be claimed in identified target markets.
- 30.2      The Supplier acknowledges that companies within FINMECCANICA Group and associated companies thereof may be entitled to utilise through the Purchaser the total value of the Order and any sub-contracts placed by the Supplier arising from this Order, as fulfilment in whole or in part of any offset obligation placed, or to be placed, upon a company in the FINMECCANICA Group or an associated company thereof by an overseas customer.
- 30.3      The Supplier shall first seek and obtain the Purchaser's written permission prior to using this Order and/or any sub-contracts arising from this Order in satisfaction of the Supplier's own or any of the Supplier's other customers' Offset obligations.
- 30.4      On request by the Purchaser, the Supplier shall assist the relevant company in registering this Order with the appropriate bodies as a satisfactory offset.

**31.      LAW AND JURISDICTION**

- 31.1      The Order and these Conditions shall be governed by English law.
- 31.2      For the benefit of the Purchaser, the Supplier agrees that any disputes under the Order and these Conditions will be dealt with by the English courts. If in the course of performance of the Order a dispute arises between the Supplier and the Purchaser, the Supplier shall continue to perform the Order unless otherwise requested by the Purchaser.
- 31.3      Nothing in this Condition limits the Purchaser's rights to take legal action under this Order and these Conditions:
- (a)      in any court in another country; or
  - (b)      in more than one country at the same time.
- 31.4      The Supplier agrees that:
- (a)      it will not object to the courts of England being used for any disputes regarding the Order and these Conditions;
  - (b)      a judgement or order of a court of England regarding the Order is final and binding and can be enforced elsewhere in the world, subject to applicable laws.
- 31.5      The Supplier irrevocably and unconditionally:
- (a)      agrees that if the Purchaser takes legal action against it or its assets, the Supplier will not claim immunity against the legal action or the carrying into effect of any judgement in that legal action, whether against the Supplier or its assets;
  - (b)      gives up any right of immunity which it or its assets have now or may have in the future; and
  - (c)      consents to any remedy or judgement which may be given during the course of any legal action that the Purchaser may take against the Supplier.