

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS

1. INTERPRETATION

1.1 Definitions:

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

Concession: a written notification from the Customer to Supplier detailing any aspect of clause 3.1 with which the Supplier is not required to comply and, if appropriate, setting out alternative standards.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 17.4.

Contract: the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.

Customer: NEMA Limited (registered in England and Wales with company number 00576760).

Customer Materials: has the meaning set out in clause 5.3(g).

Customer Policy Requirements: means the requirements set out in the Schedule as updated by the Company and communicated to the Supplier from time to time.

Deliverables: all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery: delivery of the Goods on the Delivery Date at the Delivery Location as set out in the Purchase Order.

Delivery Date: the date specified in the Purchase Order.

Delivery Location: the address for delivery of Goods as set out in the Purchase Order.

FAIR: First Article Inspection Report produced in accordance with AS9102.

Goods: the goods (or any part of them) set out in the Purchase Order.

Goods Specification: any specification for the Goods, including any related plans and drawings, as set out in the Purchase Order or where such specification is altered, with the prior written agreement of the Customer.

Permit: a written notification from the Customer to the Supplier, permitting the Supplier to supply Goods under the Contract in accordance with the standards set out in a Concession.

Purchase Order: the Customer's purchase order for the Goods, as set out in the Customer's purchase order form.

Services: the services including any Deliverables to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier as set out in the Purchase Order including design services relating to Goods.

Supplier: the person or firm from whom the Customer purchases the Goods.

1.2 Interpretation:

(a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

(b) A reference to a party includes its personal representatives, successors and permitted assigns.

(a) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

(b) 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.

(c) A reference to **writing** or **written** includes emails.

2. BASIS OF CONTRACT

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Purchase Order constitutes an offer by the Customer to purchase the Goods and/ or Services from the Supplier in accordance with these Conditions. To the extent there is any conflict between the Purchase Order and these Conditions, the Purchase Order shall control.

2.3 The Purchase Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing a written acceptance of the Purchase Order; and

(b) the Supplier doing any act consistent with fulfilling the Purchase Order, at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. THE GOODS

3.1 The Supplier shall ensure that the Goods:

(a) correspond with their description and any applicable Goods Specification;

(b) are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgement;

(c) are produced in accordance with BS EN ISO9001 or AS9100/ AS9120 (as applicable and as set out in the Purchase Order). Where "special processes" are required with respect to the AS9100 series of standards, the Supplier shall ensure that it holds the appropriate approval from the National Aerospace and Defence Contractors Accreditation Program (NADCAP) for the process being undertaken unless it has obtained the Customer's prior written agreement that such approval is not required.

(d) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery;

(e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and that static sensitive Goods are packaged and labelled appropriately;

(f) are accompanied on delivery with appropriate product certification including FAIRs (if specified in the Purchase Order).

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Customer shall have the right to reject any further delivery of Goods where such Goods do not conform or comply with the Supplier's undertakings at clause 3.1

4. DELIVERY OF GOODS

4.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any), shelf-life details (if any), and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

(a) on the Delivery Date;

(b) at the Delivery Location; and

(c) during the Customer's normal business hours, or as otherwise instructed by the Customer.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location and time for delivery is of the essence in this Contract.

4.4 If the Supplier:

(a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

(b) delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 6.

5. SUPPLY OF SERVICES

5.1 The Supplier shall supply the Services to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that the Customer notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (e) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (f) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises (if applicable);
- (g) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (**Customer Materials**) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- (h) comply with any additional obligations as set out in the Service Specification.

5.4 The Customer shall provide such necessary information for the provision of the Services as the Supplier may reasonably request.

6. CUSTOMER REMEDIES

6.1 If the Supplier does not deliver the Goods on the Delivery Date or perform the Services by the applicable date, or both, without limiting any of its other rights or remedies, the Customer may exercise any one or more of the following rights and remedies:

- (a) to terminate the Contract;
- (b) to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/ or services from a third party;
- (d) to require a refund from the Supplier for sums paid in advance for Services the Supplier has not provided/ Goods it has not delivered; and
- (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.1 or, if applicable, any Concession or Permit, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if already paid for);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with clause 3.1.

6.3 If the Supplier has supplied Services that do not comply with the requirements of clause 5.3(d) then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights and remedies:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if already paid for);
- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 5.3(d).

6.4 These Conditions shall apply to any repaired or replacement goods or services supplied by the Supplier.

6.5 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7. TITLE AND RISK

Title and risk in the Goods shall pass to the Customer on completion of Delivery.

8. PRICE AND PAYMENT

8.1 The price of the Goods and/ or Services shall be the price set out in the Purchase Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence. No extra charges shall be effective unless agreed in writing with the Customer.

8.2 The price of the Goods includes the costs of packaging, insurance and carriage of the Goods.

8.3 In respect of the Goods, the Supplier may invoice the Customer for price of the Goods on or at any time after the completion of delivery. In respect of the Services, the Supplier shall invoice the Customer on completion of the Services (if different). The Supplier shall include on each invoice the date of the Purchase Order, the invoice number, the Customer's Purchase Order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.

8.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/ or Services at the same time as payment is due for the supply of the Goods and/ or Services.

8.5 The Customer shall pay correctly rendered invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

8.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 3% a year above the Bank of England's base rate from time to time, but at 3% a year for any period when the base rate is below 0%.

8.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier or its licensors.

9.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Customer Materials) for the purpose of receiving, selling and providing customer service in relation to and using the Goods, and for the purpose of receiving and using the Services and/ or the Deliverables.

9.3 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

9.4 The Supplier acknowledges that all rights in the Customer Materials are and shall remain the exclusive property of the Customer.

10. INDEMNITY

10.1 The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

- (a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods or receipt, use or supply of the Services ;
- (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods as delivered or the Deliverables; and
- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods as delivered or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

10.2 This clause 10 shall survive termination of the Contract.

11. INSURANCE

During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. CONFIDENTIALITY

12.1 Each party undertakes that it shall not at any time during the Contract and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

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

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. 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 clause 12; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. COMPLIANCE WITH RELEVANT LAWS AND CUSTOMER POLICY REQUIREMENTS

13.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable laws, statutes, regulations from time to time in force including those in force with respect to anti bribery and modern slavery; and
- (b) comply with the Customer Policy Requirements; and
- (c) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including the Modern Slavery Act 2015, and not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of

the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and, include in its contracts with its direct subcontractors and supplier's provisions which are at least as onerous as those set out in this sub-clause (c).

13.2 The Customer may immediately terminate the Contract for any breach of clause 13.

14. TERMINATION

14.1 The Customer may terminate the Contract in whole or in part at any time before delivery of the Goods with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

14.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within fourteen days of that party being notified in writing to do so;
- (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;
- (c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business;
- (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this agreement is in jeopardy.

14.3 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials.. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

14.4 Termination or expiry of the Contract, however arising, shall not affect any of the part'es' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

14.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15. FORCE MAJEUE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to

perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non-performance continues for 6 months the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

16. AUDIT

The Supplier shall allow the Customer, or the Customer's authorised representatives or agents to have access to the Supplier's premises at all reasonable times and on reasonable notice in order to audit the Supplier's compliance with the Contract. The Customer shall take reasonable steps not to interfere in the Supplier's business operations in conducting such audit.

17. GENERAL

17.1 Assignment and other dealings

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- (b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

17.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

17.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

17.5 **Waiver.** Except as set out in clause 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract 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.

17.6 **Severance.** If any provision or part-provision of the Contract 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 this agreement. If any provision of the Contract is deemed deleted under this clause 17.6 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.

17.7 Notices.

- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case);
 - (ii) sent by email to the address specified in the Purchase Order.
- (b) Any notice or communication shall be deemed to have been received:
- (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 17.7(b)(iii), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.8 Third party rights.

- (a) Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

17.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule**Customer Policy Requirements**

- **Control of Substances Hazardous to Health Regulations (COSHH).** The Supplier shall deliver Goods covered by COSHH, requiring particular storage or handling arrangements to be undertaken, with the applicable Safety Data Sheet.
- **Counterfeit Parts and Materials.** The Supplier must implement appropriate processes to prevent counterfeit parts and/or materials entering the supply chain, taking full account of reports regarding counterfeit products and/or materials. In all cases, the Supplier must quarantine suspect counterfeit products and/or materials and advise the Customer.
- **Health & Safety.** The Supplier must comply with applicable health and safety legislation, statute laws and regulations ensuring the continued safety and wellbeing of the workforce, the general public and anyone else that may be affected by the Supplier's actions.
- **Environment.** The Supplier must comply with all relevant environmental legislation at all times ensuring protection of the environment. The Supplier must obtain, maintain and comply

with any required environmental permits and licences and must notify to the Customer any environmental prosecutions without delay.

- **Registration, Evaluation, Authorisation & restriction of Chemicals (REACH).** The Supplier must comply at all times with REACH Regulations. The Supplier must advise the Customer if any Goods supplied to the Customer or processes undertaken for the Customer are affected by REACH. The Supplier must provide information to the Customer if it intends to substitute a substance due to REACH requirements. We require this in order to obtain acceptance by our customers.
- **Anti-Corruption/Bribery.** The Supplier must maintain a policy and appropriate procedures/controls to prevent corruption and bribery by any individual or organisation that performs services for or on its behalf.
- **Human Rights, Slavery and Human Trafficking.** The Supplier must apply due diligence and take action to ensure that slavery and human trafficking is not taking place within the organisation and within its supply chain.
- **Ethics and Corporate Social Responsibility.** The Supplier shall maintain high ethical standards and apply good corporate social responsibility for all activities undertaken. The Supplier commits to accountability and compliance with the laws and jurisdiction in the areas of operation and to encourage the supply chain to adopt the same.
- **Conflict Minerals.** Where the purchased items include tin, tantalum, tungsten and/or gold, (referred to as 3TG), the supplier must apply due diligence and follow the five step framework laid out by the organisation for Economic Co-operation and Development (OECD) ensuring full compliance with the Conflict Minerals Regulations.
- **Awareness.** The Supplier must ensure that all persons involved in the execution of the Contract are aware of:
 - their contribution to product or service conformity;
 - their contribution to product safety;
 - the importance of ethical behaviour.