

TERMS AND CONDITIONS OF PURCHASE

1.0 Definitions. The terms "Goods" and "Services" as used herein shall include any equipment, goods, materials, supplies, drawings, data or any other articles or property or services as more fully described on the first page hereof. "Purchase Order" means the purchase order issued by Force Protection Europe Limited ("Buyer"), including any amendments thereto along with these terms and conditions of purchase ("Conditions") and any special conditions annotated on or attached to the Purchase Order ("Special Conditions") and which is delivered to the Supplier (i.e. the party to whom this Purchase Order is issued and/or who is named on the Purchase Order's face) by any means including, without limitation, electronically and pursuant to which the Supplier shall supply the Goods and Services.

1.1 Order of Precedence. The Conditions and any Special Conditions shall apply to this Purchase Order provided that if there is any inconsistency between these Conditions and any Special Conditions, the Special Conditions shall prevail to the extent of such inconsistency. No terms and conditions of the Supplier (including, without limitation, any terms or conditions set out in any quotation, estimate, invoice, acknowledgement form or other documentation delivered by the Supplier to the Buyer) shall prevail over these Conditions or Special Conditions. The Buyer shall be bound only by a Purchase Order which is placed on the Buyer's printed or electronic Order forms and signed or otherwise authorised on its behalf by a duly authorised officer, and which is accepted by the Supplier.

1.2 Acceptance by Supplier. Acceptance of the Purchase Order must be communicated by the Supplier within fourteen (14) days of the date of the Purchase Order. In the event that the Supplier delivers Goods or performs Services (in accordance with the Purchase Order) without such acceptance, the Supplier shall be deemed to have accepted the Purchase Order (subject to these Conditions and any Special Conditions), and the Purchase Order shall be deemed to have been entered into by the parties, on the date that the Supplier first commences work to supply the Goods or commences performance of the Services.

2.0 Delivery of Goods and Services. The Goods and Services shall be delivered or performed, as the case may be, by Supplier delivered at place (DAP) Incoterms Rules 2010 at the place or places specified on the first page hereof. Title to and all risks of loss or damage to any such Goods shall remain with Supplier until receipt by the Buyer, as evidenced by the signature of a duly authorised representative of the Buyer, along with any documents of title; however, risk of loss with respect to rejected goods shall remain with Supplier.

2.1 Performance. The Goods shall be delivered and services performed at the date specified in the Purchase Order. Time is of the essence unless otherwise provided herein. The Buyer may, at its option, accept delivery at an earlier or later date or dates and such acceptance shall not be deemed to waive any right or remedy available to the Buyer under this Purchase Order. The Supplier shall inform the Buyer of any actual or anticipated delay in the delivery of the Goods or performance of the Services and, without prejudice to any other right or remedy to which the Buyer may be entitled by law or contract or otherwise, the Buyer shall be entitled to require the Supplier (at the Supplier's cost) to expedite delivery via airfreight or other method.

2.2 Excess Delivery. The Buyer shall have no obligation to accept delivery of any Goods or Services that are in excess of those stated in the Purchase Order. Excess quantities of Goods may be returned to the Supplier and the Supplier shall reimburse the Buyer for any costs or expense for such return. If this Purchase Order provides for delivery in instalments or from time to time, a default under any instalment or any such time shall, at the Buyer's option, constitute an event of default hereunder. The Buyer's count of the Goods shall be conclusive.

2.3 Change Requests. The Supplier shall consider favourably, and in good faith, any request made by the Buyer to modify or change the whole or any part of the Purchase Order (a "Change Request"). All Change Requests shall be delivered to the Supplier on the Buyer's printed or electronic order forms or headed paper and signed by a duly authorised representative of the Buyer. The Supplier shall use its best endeavours to agree with the Buyer any adjustments to the price or delivery schedule reasonably necessary to accommodate a Change Request. In the event that the Supplier is unable to accommodate a Change Request, the Buyer shall be entitled upon written notice to terminate immediately the whole or the relevant part of the Purchase Order, without any liability to the Supplier.

2.4 Further Purchase Orders. The Supplier shall use all reasonable endeavours to accept further Purchase Orders for Goods and/or Services, previously delivered or performed by the Supplier, at

prices and delivery lead-times no less favourable to the Buyer than those agreed for the initial Purchase Order. In the event that the Supplier is unable to accept further Purchase Orders on such terms it shall, at the Buyer's request, enter into good faith negotiations with the Buyer to agree applicable terms and conditions.

3.0 Prices. The price payable for the Goods and Services is detailed on the first page of the Purchase Order and is firm and not subject to any variation. Unless otherwise stated the price is in Pounds Sterling and exclusive of Value Added Tax, but inclusive of all other taxes, fees, duties, costs and expense (including any expenses incurred by Supplier to comply with legal or other obligations concerning waste, electrical and electronic equipment). No charges shall be made for packing, insurance or delivery unless otherwise agreed, by the parties in writing and, in such case, any such charge shall be separately detailed in the Supplier's invoice.

3.1 Invoices. Unless otherwise agreed by the parties in writing, the Supplier shall submit its invoice no more than thirty (30) days from the date of delivery of any Goods or completion of any Services. Each invoice shall accurately set out details of the Goods or Services in respect of which the invoice was rendered and the applicable price, exclusive of Value Added Tax. Invoices shall not be sent to the Buyer prior to the date of delivery of the Goods or commencement of performance of the Services and must be sent to the Buyer's address designated on the Purchase Order quoting the relevant Purchase Order number. Payment of all valid invoices shall be made in the currency stipulated in the Purchase Order within thirty (30) days of receipt of the applicable invoice by the Buyer, provided that the Buyer may withhold payment in respect of any invoice that it is disputing, in good faith, until such time as the relevant dispute is resolved. The Buyer may deduct from any sum due to the Supplier, under the Purchase Order or under any other contract, any sum recoverable or due to the Buyer or an affiliate of the Buyer from the Supplier, under or in connection with the Purchase Order or any other Contract.

4.0 Warranties. The Supplier warrants that the Goods and Services shall: (a) conform in all respects with all drawings, specifications, designs and other requirements or descriptions stated or referenced in the Purchase Order; (b) correspond in all respects with advertisements, brochures, samples or other representations made by the Supplier to the Buyer; (c) in the case of Goods, be new and of the best grade and quality and in compliance and conformity with any applicable national, standards or safety regulations and be fit for any purpose for which the Buyer has expressly or by implication made known to the Supplier; (d) pass all applicable acceptance tests and the Supplier shall retain relevant test certificates, conformity assessments and test construction files and ensure that these are available for inspection by the Buyer or any relevant regulatory authorities when required; and (e) in the case of Services be carried out with reasonable care and skill and in a professional manner. The Supplier agrees that this warranty shall survive any inspection, delivery, acceptance or payment and that in the event any breach of the Supplier's warranty, in addition to any other remedy available to the Buyer at law or in equity, the Supplier shall be liable, at the Buyer's option, for the cost of removal, repair or replacement, reinstallation and transportation of each non-conforming Product or Service. This warranty shall operate in favour of the Buyer and its customers and their respective successors and assigns. Any attempt by Supplier to limit, disclaim or restrict this warranty or any of the Buyer's remedies in connection therewith shall be void without the Buyer's prior written consent.

4.1 Software. The Supplier warrants that it has not used or modified any software to which it does not own the rights ("Third Party Software") in connection with the development of, nor has it incorporated any such Third Party Software into, any of the Goods where: (a) the use, modification or incorporation of such Third Party Software obliges or otherwise requires the Buyer, the Supplier or any the Buyer customer (i) to pay any sum of money to a third party, or (ii) to provide to a third party source code or software upon request, or (iii) to notify any of the foregoing to a third party; or (b) such Third Party Software was licensed to Supplier under the "GNU General Public License" or under the terms of any similar license.

4.2 Non-compliant Goods or Services. The Supplier shall, at its own risk and expense at the Buyer's sole option, repair, replace, re-perform or refund the cost of any Goods or Services which do not comply with the warranties set out in this Purchase Order at any time during the period of twelve (12) months from the date of delivery, in the case of Goods or completion of performance, in the case of Services (or such longer period as may be specified in the Purchase Order). Any Goods or Services repaired; replaced or re-performed pursuant to this provision shall be supplied to the Buyer with a further twelve (12) month warranty in accordance with this Purchase Order.

4.3 Genuine Goods. The Supplier shall ensure that all Goods, including, without limitation, all parts and components that are incorporated in Goods, are genuine Goods from the original patented source that owns the intellectual property of the goods ("Genuine"). The Supplier undertakes to adopt policies and procedures as necessary to ensure that it does not trade in counterfeit goods and shall authenticate all Goods supplied as Genuine. The Supplier shall, to the greatest extent permitted by applicable law, indemnify, defend and hold the Buyer and the Buyer's customer harmless from and against any and all risk, claim or loss arising from the supply hereunder of counterfeit goods, (including counterfeit parts or components of goods), including, without limitation, the consequences of the risk of failure of the Buyer or its customer's equipment or systems when used with the Goods whether such failure is detected by the Buyer or by the Buyer's customer.

5.0 Acceptance. The Goods and Services shall be subject to acceptance or rejection by the Buyer within a reasonable time after delivery or performance. The Buyer may return to Supplier, at Supplier's expense, Goods which fail to meet the terms, conditions or specifications of this Purchase Order. The Buyer's determination that any Product or Service is defective, unsatisfactory or non-conforming shall be final and binding. If the Buyer rejects Goods or Services, it may also at its sole option: (a) require the Supplier to promptly replace any defective or non-conforming Product and re-perform any unsatisfactory or non-conforming Service without any cost to the Buyer; (b) recover from the Supplier any monies paid in respect of the rejected Goods or Services; or (c) cancel the whole of the Purchase Order (or that part of the Purchase Order relating to the rejected Goods or Services or any Goods or Services yet to be delivered or performed) and, in such circumstances, recover any monies paid to the Supplier under the Purchase Order together with any additional expenses reasonably incurred by the Buyer in obtaining replacement Goods and/or Services from an alternative supplier.

5.1. Acceptance by the Buyer of any Goods or Service shall not be deemed or construed to be a waiver by the Buyer of any warranty under this Purchase Order, either express or implied. Payment for the Goods and Services shall not be deemed acceptance thereof. The Buyer's signature given in respect of receipt of the Goods is evidence only of the receipt of the Goods, and not that the correct quantity or number of Goods has been delivered or of the Buyer's acceptance of the Goods delivered.

5.2. The Buyer, and its customer (to the extent any Goods are ordered for purposes of resale) shall be entitled, upon reasonable notice, to enter the Supplier's works or the premises of its sub-contractors to inspect and test both the Goods during their manufacture, processing or storage and the Supplier's (or where relevant, the sub-contractor's) quality control procedures. Such inspection or failure to inspect shall not constitute acceptance by the Buyer of the Goods or any waiver of any right or remedy to which the Buyer may be entitled under the Contract, at law or otherwise in respect of defective Goods nor shall it relieve the Supplier of any responsibility under the Contract.

5.3 Marking. All Goods delivered must be plainly marked with the Buyer's name, Purchase Order number and contain a packing note which is uniquely numbered and sent at the same time as the Goods are dispatched. All Hardware deliverables (Spares, Repairs etc.) are to be packaged and labelled in accordance with DEFSTAN 81-41 Part 1 thru 6, unless agreed otherwise and stated on the face of this Purchase Order and in this event the Supplier shall ensure that all consignments of Goods are packaged and packed in such a way so as to avoid any deterioration, loss or damage during delivery. On delivery of each consignment of the Goods the Supplier shall deliver to the Buyer such documents (including, without limitation, advice notes and certificates of conformity) as required or otherwise requested by the Buyer without which the Buyer may reject the delivery of the Goods.

5.4 Quality. The Supplier shall comply with any applicable quality requirements and standards set out in the Purchase Order and / or as detailed in the Supplier's quality plan. Upon written notice from the Buyer, the Supplier shall and shall procure that its agents and sub-contractors shall at no additional cost to the Buyer: (i) allow the Buyer and persons authorised by the Buyer (which may include the Buyer's customer) access to the Supplier's premises (and those of its agents and sub-contractors) that are being used to carry out work on the Goods or in performance of the Services in order to inspect and audit the facilities, processes and procedures used; (ii) provide adequate data to the Buyer relating to the quality and progress of work on the Goods and Services; and (iii) provide any assistance requested by the Buyer (including, where appropriate, access to office accommodation, telephone and facsimile facilities and high

speed internet connection) to enable the Buyer to exercise its rights hereunder.

6.0 Intellectual Property. The Supplier hereby assigns to the Buyer with full title guarantee all patents, designs, copyrights and other intellectual property rights in any Goods designed or developed in connection with this Purchase Order (and all other designs, drawings, specifications and other documentation produced or developed by the Supplier in connection with the same).

6.1 The Supplier grants the Buyer a non-exclusive, worldwide, perpetual, transferable, royalty-free licence (including the ability to grant sub-licences) in respect of all intellectual property rights in the Goods which do not vest in the Buyer.

6.2 The Supplier shall obtain all releases, waivers and authorisations including of any applicable rights, throughout the world necessary to permit the Buyer to make full and free use of such licence;

6.3 The Supplier shall procure that its agents, employees and sub-contractors shall execute any documents or do anything else reasonably required by the Buyer to vest in, and transfer to the Buyer, (and maintain, defend, enforce) those intellectual property rights referred to in Clause 6.0, to secure the licences referred to in Clause 6.1 and to confirm those releases, waivers and authorisations referred to in Clause 6.2.

6.4 All drawings, data, designs, engineering instructions, models, specifications, or other technical or business information, written or otherwise, supplied by or on behalf of the Buyer or prepared by Supplier specifically in connection with performance under this Purchase Order shall be and remain the property of the Buyer and, upon request of the Buyer, such information and all copies thereof held by Supplier shall be returned or delivered to the Buyer. The Supplier shall acquire no right, title or interest in or to such designs and documentation, save for the right to use such designs and documentation in the course of performing its obligations under the Purchase Order.

7.0 Risk of Loss. Property and risk in the Goods shall pass to the Buyer on delivery in accordance with Condition 2.0. Such passing of property and risk shall be without prejudice to any right of rejection or cancellation arising under the Purchase Order, at law or otherwise. Any Goods or raw materials purchased or allocated by the Supplier for the purpose of fulfilling the Purchase Order or any work done thereunder (collectively "Work In Progress") shall immediately vest in the Buyer where advance payment or progress payments have been made by the Buyer in respect of the Purchase Order. The Supplier shall clearly mark Work In Progress in such a way that it is clearly identifiable as the property of the Buyer.

8.0 Insurance; Indemnity. Supplier shall take all proper safeguards against loss and injury in the performance of the Services. During the performance of this Purchase Order, Supplier shall maintain sufficient insurance, with insurers of recognized responsibility and shall require subcontractors to do the same. Supplier shall indemnify the Buyer (and its affiliates, owners, directors, officers, employees, contractors and agents) against all losses, damages, liabilities, costs and expenses (including legal expenses) suffered or incurred in connection with the Supplier's supply of the Goods and/or Services, including, without limitation, any claim in connection with the personal injury to, or death of, any person or loss, damage or destruction of property (a) caused by the negligence of the Supplier, its employees, sub-contractors, agents and/or other representatives, or any breach by the Supplier of the Purchase Order or (b) resulting from any default in the performance of any of the covenants or agreements of Supplier in this Purchase Order or (c) arising from Supplier's sale, manufacture or delivery of the Goods to, or performance of the Services for, the Buyer, or the Buyer's use thereof, including, without limitation, by reason of any alleged infringement of any UK or foreign patent, copyright, trademark or trade secret or other intangible property right with respect to any Product, or (d) resulting from any injury, loss, or damage to any third party (including, but not limited to, the Buyer's employees, agents, or subcontractors) or its property caused in part or in whole by the action or failure to act of Supplier or any of its employees, agents, or subcontractors. In the event that the sale or use of any Goods or Services breaches the warranty set out in subsection (c) herein, the Supplier shall (at the Buyer's sole option), without limitation and without prejudice to the indemnity set out in herein: procure all necessary third party consents and licenses for the Buyer and where relevant its customers, to use, make use of or to have used the Goods and Services; or modify, replace or re-perform the infringing Goods and/or Services with non-infringing goods and/or services which conform, in all material respects, with the Purchase Order. Supplier shall be under no liability under this Section in respect of any infringement claim of a third party due to a design or specification supplied by the Buyer.

8.1 Limit of Liability. Notwithstanding Conditions 8.0 and 9.1, the Buyer shall not be liable for any loss of income, loss of actual or

anticipated profits, loss of business, loss of revenues, loss of contracts, loss of goodwill or reputation, loss of anticipated savings, loss of, damage to or corruption of data, or for any incidental, indirect, special or consequential loss or damage of any kind arising out of or in connection with the Purchase Order, in each case howsoever arising and whether such loss or damage was foreseeable or in the contemplation of the parties and whether caused by tort (including negligence), breach of contract or otherwise. For any other potential liabilities incurred by the Buyer under this Purchase Order, such aggregated liability is limited to the value of the individual Purchase Order affected.

9.0 Buyer Property. All jigs, tools, dies, patterns, moulds, gauges, components, materials or any other items of whatsoever nature provided by the Buyer for use in connection with the Purchase Order (collectively, "Property") shall be at the Supplier's risk from the time that such Property leaves the Buyer's premises until it is returned to the Buyer. Title to the Property shall remain vested in the Buyer and/or its licensors, customer or suppliers and Supplier will insure the Property against all loss and damage and note the Buyer's interests on its policy. The Buyer shall have the right (with reasonable notice) to inspect Property while in the Supplier's possession or control. The Supplier shall maintain a list of all Property in its possession or control and shall, at the request of the Buyer, provide the Buyer with a copy of such list or any other information that the Buyer may require concerning the Supplier's maintenance, use, possession, control or holding of such Property. The Supplier shall not use any Property other than for the purpose of performing its obligations under the Contract and shall maintain the same in good condition. The Supplier shall, at the sole option of the Buyer, either return the Property to the Buyer or destroy the same (and provide confirmation of such destruction) at any time upon the Buyer's written request or, in any event, on completion of the Contract. The Supplier shall comply with all applicable laws, rules and regulations concerning the destruction of Property, including (without limitation) any laws, rules, regulations or guidance concerning waste electrical and electronic equipment.

9.1 Personnel. If the performance of the Purchase Order requires the Supplier to send employees to the Buyer's premises then, notwithstanding any degree of supervision or instruction by the Buyer, such employees shall remain employees of the Supplier and under the Supplier's control. Moreover, the Supplier shall effect and maintain in force comprehensive employer's liability insurance in respect of such employees and shall indemnify the Buyer against all losses, damages, liabilities, costs and expenses (including legal expenses) suffered or incurred by the Buyer in connection with the personal injury to, or death of, any of the Supplier's employees, sub-contractors, agents and/or other representatives while on the Buyer's premises whether or not such persons were, at the time of their death or personal injury, acting in the course of their employment or engagement. The Supplier shall ensure that all of its employees, sub-contractors, agents or other representatives ("Personnel") employed for the purposes of the Purchase Order are suitably skilled and qualified and shall provide details upon the Buyer's request. The Supplier shall ensure that all Personnel required to execute work on the Buyer's premises in performance of the Purchase Order shall abide by applicable laws, rules and regulations concerning health and safety including, without limitation, the Health and Safety at Work etc. Act 1974 and by the safety rules, regulations and any other instructions of the Buyer as may be communicated to such Personnel or the Supplier from time to time.

10.0 Confidential Information. Supplier acknowledges that Supplier may receive, be exposed to, and learn in the course of providing to the Buyer the Goods and Services hereunder secret, confidential, or proprietary knowledge, information, or trade secrets of the Buyer, including but not limited to information regarding know-how, drawings, designs, specifications supplied by the Buyer in connection with the Purchase Order, business methods, finances, customers, suppliers, pricing, marketing, technologies, and the personnel of the Buyer and the terms/conditions of this Purchase Order, ("Confidential Information"), in various media, including but not limited to oral, written, and electronic form. "Confidential Information" shall not include any information which is publicly available through no fault of Supplier. Both during and after Supplier's engagement with the Buyer, Supplier shall not without prior written consent by the Buyer (a) disclose or make accessible to any person or communicate in any manner to any party any Confidential Information, or (b) use any Confidential Information for personal benefit or for that of a third party; provided, however, that the Supplier may provide such information where required by law so long as Supplier uses all reasonable endeavours to notify the Buyer in advance of such disclosure and seeks to ensure that all such recipients agree to be bound by similar confidentiality restrictions. Supplier shall return or destroy the Confidential Information upon the

Buyer's request. Supplier agrees to comply with all applicable security procedures in the event Supplier is provided with information marked as "classified" pursuant to the Purchase Order.

10.1 Data Protection. The Data Protection Act means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation. The Supplier shall take such appropriate technical and organizational measures as are necessary to comply with the Data Protection Act to protect against unauthorized or unlawful processing of the Buyer's data and against accidental loss or destruction of, or damage to the Buyer's data.

11.0 Termination. The Buyer shall have the right to terminate this Purchase Order at will, without liability, in whole or in part, at any time, and from time to time, by written notice to Supplier effective upon receipt of such notice by the Supplier at which time, the Supplier shall immediately discontinue performance hereunder and comply with the Buyer's instructions regarding disposition of Goods and completion of Services. The Buyer shall thereafter pay a fair and reasonable price, not to exceed the total purchase price of the Purchase Order, to Supplier for Goods and Services delivered or performed by Supplier and accepted by the Buyer prior to the date of termination. In addition, the Buyer may cancel the whole or any part of the Purchase Order immediately with written notice, and without liability, in the event that Supplier breaches a material provision of the Purchase Order (including delivery or performance by the applicable delivery date) and fails to cure such breach within seven (7) days of receipt of written notice requiring it to do so; or becomes insolvent. In the event, the Buyer terminates the Purchase Order for an uncured material breach, the Buyer may (at its sole option) claim damages for any losses, damages, liabilities, costs and expenses incurred by the Buyer as a result of such failure to deliver and/or perform the Goods and/or Services (including, without limitation, legal costs and late delivery charges levied by a third party); require the Supplier to complete any outstanding Goods and/or Services and, in such circumstances, the Supplier shall do the same in accordance with the Purchase Order; and require the Supplier to deliver all Goods or any part thereof which have been paid for by the Buyer prior to termination including any work in progress.

12.0 Compliance. The Supplier shall comply with all applicable laws, rules and regulations including, but not limited to, all laws relating to safety, health, and the environment in connection with the creation, sale and delivery of the Goods and performance of the Services.

12.1 Trade Compliance. The Supplier shall obtain and comply with the terms of any export and import licences that are necessary for the supply of Goods and Services, including but not exclusively those of (a) the U.S. Department of State pursuant to the International Traffic in Arms Regulations (ITAR) and (b) the U.S. Department of Commerce pursuant to the Export Administration Regulations (EAR). The Supplier shall notify the Buyer of any restrictions that prevent the export, re-export or transfer of the Goods by the Buyer or, if requested by the Buyer, confirm in writing that no such restrictions apply. The Supplier shall provide the Buyer with a written statement of the U.S. content (either ITAR-controlled or EAR-controlled) of all Goods supplied pursuant to this Purchase Order, and shall obtain and provide copies to the Buyer of any applicable licences, permits, approvals or other authorisations relating to the Goods and Services. The Supplier shall inform the Buyer as soon as it becomes aware of any change to the export classification of any Goods. On request, each party shall supply the other party with details of the any end user or intermediate consignee of the Goods and any other information which may be necessary for the purpose of obtaining export or import licences. The Supplier shall also provide accurate Customs Commodity Code information for all Goods being supplied under this Purchase Order.

13.0 Safety and Environment. The Supplier shall: (i) not provide any Goods which are intrinsically hazardous to life or harmful to the environment, without appropriate arrangements being agreed with the Buyer's agreement in writing; (ii) ensure that waste and surplus materials and the like arising from any Goods are not deposited on any area other than a public or private disposal facility controlled or recognised by the relevant local authority (and, where applicable, credit the Buyer with any relevant income arising from the surplus materials); (iii) comply with all the requirements of applicable environmental legislation governing the controlled tipping of waste; (iv) notify the Buyer as soon as it becomes aware of any health and safety hazards or issues which arise in relation to any Goods or Services; (v) notify the Buyer if it is or when it becomes, or if it ceases to be, an Authorised Operator.

13.1 Disclosing Use of Conflict Minerals. The American Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010, Section 1502, imposes a Securities and Exchanges Commission (SEC) requirement to report whether products contain metals derived from minerals defined as "Conflict Minerals". Conflict Minerals include columbite-tantalite (coltan, niobium, tantalum), cassiterite (tin), gold, and wolframite (tungsten), their derivatives, or other minerals determined by the US Secretary of State to be a financing conflict in the covered countries. This law requires companies such as the Buyer, who file certain reports with the SEC, to disclose whether the products they manufacture or contract to manufacture contain conflict minerals that are "necessary to the functionality or production" of those products. Accordingly the Supplier shall notify the Buyer in writing whether the Goods supplied contain any Conflict Minerals or not and at the Buyer's request shall provide the Buyer with an updated report. The Supplier agrees that it has made and will continue to make good faith inquiries to determine whether any Conflict Mineral is included in any Goods supplied pursuant to this Purchase Order. The Supplier further agrees that it shall require its own subcontractors and suppliers (at any tier in the supply chain for Goods delivered under this Purchase Order) to furnish information to Supplier in connection with Supplier's obligations under this Condition 13.4. The Supplier will maintain records of its inquiries and findings which may be audited at its discretion by the Buyer. The Supplier acknowledges that the Buyer may disclose the information provided by the Supplier relating to Conflict Minerals in connection with its own disclosure obligations. If the Buyer determines that any disclosure made by Supplier under this Condition 13.4 is inaccurate or incomplete in any respect, then the Buyer may terminate this Purchase Order pursuant to the provisions of Condition 11.0 Termination.

14.0 Rights of Third Parties. A person, who is not a party to the Contract, other than the successors or permitted assignees of the parties or an Affiliate of the Buyer, shall have no rights by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce or rely on any of its terms.

15.0 Force Majeure. In the event of fire, flood, strike, lockout, other labour disturbances, accident, war or other cause ("Force Majeure Event") beyond the reasonable control of the Buyer which prevents or interferes with its acceptance or use of the Goods and/or Services, the Buyer may defer delivery of the Goods or performance of Services without any liability or obligation to Supplier nor shall Supplier be liable to the Buyer should a Force Majeure Event preclude or delay Supplier from performing its obligations under the Purchase Order provided that the Supplier shall (i) notify the Buyer in writing immediately on it becoming aware of the Force Majeure Event and (ii) use its best endeavours to minimise the effect of such Force Majeure Event. The Buyer may cancel in whole or the relevant part of the Purchase Order, without liability to the Supplier, in the event that a Force Majeure Event prevents, delays the Supplier from performing its obligations under the Purchase Order for a period of thirty (30) days or more.

16.0 Assignment. The Supplier shall not, without the prior written consent of the Buyer, assign or transfer to any third party its rights or obligations under the Purchase Order or engage sub-contractors to perform any of its obligations under the Purchase Order. For the avoidance of doubt, the Buyer may assign its rights to a third party without the prior written consent of the Supplier.

17.0 Entire Agreement. This Purchase Order is the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements, commitments, representations, writings and other communications between the parties with respect to the subject matter hereof. No representation, undertaking or promise shall be taken to have been given or be implied from anything said or written in negotiations between the parties, except as expressly stated in the Purchase Order.

18.0 Waiver. The failure by a party to enforce or exercise, at any time or for any period of time, any term or any right or remedy to which it may be entitled under the Purchase Order, at law or otherwise shall not be construed as a waiver or relinquishment of such term, right or remedy nor shall it limit or otherwise affect the party's rights to enforce or exercise, in the future, such term, right or remedy. The exercise, by a party, of any of its rights or remedies under the Purchase Order shall be without prejudice to any other rights or remedies to which that party may be entitled under the Purchase Order, at law or otherwise.

19.0 Modification. Any modification of this Purchase Order will be effective only if it is in writing signed by Supplier and the Buyer.

20.0 Severability. In the event that any term of the Purchase Order is found to be void, illegal, invalid or otherwise unenforceable, such term shall, insofar as it is severable from the remaining terms, be

deemed omitted from the Purchase Order and shall in no way affect the legality, validity or enforceability of the remaining terms.

21.0 Relationship of the Parties. Unless expressly stated otherwise in the Purchase Order, the relationship of the parties is that of independent contractors and nothing in the Purchase Order shall constitute either party as the agent, employee or representative of the other, or empower either part to act for, bind or otherwise create or assume any obligation on behalf of the other, and neither party shall hold itself out as having authority to do the same.

22.0 Law. This Purchase Order shall be governed and construed in all aspects in accordance with English law and the parties hereby submit to the exclusive jurisdiction of the English courts, provided that the Buyer may commence proceedings, as claimant, in the courts of any competent jurisdiction.

23.0 Publicity. Notwithstanding any other provision of this Purchase Order, Supplier shall not use the Buyer's names or trademarks, and shall not make, release or disseminate any public statements, promotions, press releases or announcements relating to the Buyer, without the Buyer's prior written consent, including, without limitation, the fact that the Buyer and Supplier have entered into this Purchase Order, or that Supplier is providing the Buyer with Goods and Services hereunder.

24.0 Notices. Unless otherwise agreed in writing, all notices and other communications required or permitted to be given under the Purchase Order shall be in writing and be delivered or transmitted to the intended recipient's address as specified in the Purchase Order (as may be modified by a party upon notice to the other). Any notice shall be treated as having been served on delivery if delivered by hand, three (3) working days after posting if sent by pre-paid registered mail, two (2) working days after dispatch if sent by courier and on confirmation of transmission if by facsimile.

25.0 Anti-Bribery. The Supplier shall not carry out any prohibited acts, make or promise to make any improper payments, or provide or offer to provide anything of value, directly or indirectly, to government officials or other parties in violation of the Foreign Corrupt Practices Act of the United States of America, the UK Bribery Act 2010 or other applicable anti-bribery laws. The Supplier shall not make any payments or transfers of value which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage. The Supplier represents that it maintains an anti-corruption policy which prohibits the foregoing activities.