STANDARD TERMS AND CONDITIONS OF PURCHASE FOR GOODS AND SERVICES

1. BASIS OF CONTRACT

1.1 These Terms and Conditions apply to the written order ("**Order**") from the TT Electronics group entity ("**TT**") to the supplier to whom the Order is addressed ("**Supplier**").

1.2 The Order constitutes an offer by TT to purchase the goods and or the services specified in the Order (respectively the "**Goods**" and the "**Services**"). The Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing a written acceptance of the Order; or

(b) the Supplier doing any act consistent with fulfilling the Order;

at which point the Order shall be binding on the Supplier and TT.

1.3 The Order incorporating these Terms and Conditions applies to the exclusion of any other terms that the Supplier seeks to impose or incorporate. Including, without limitation, any terms the Supplier may supply with, or reference, in any quotation or order acknowledgement. The Order incorporating these Terms and Conditions being referred to as the "**Agreement**".

1.4 A verbal order of any kind shall only be treated as an Order placing obligations on TT where it is followed up with a written purchase order / delivery schedule from TT.

2. THE GOODS

Goods Warranty

2.1 The Supplier warrants that the Goods shall:

(a) correspond with their description and any applicable specification (being any specification, drawings, technical standards, manufacturing processes, and other documents) as set out or referenced in the Order or if no specification is set out or referenced in the Order, the latest specification provided by TT to the Supplier in respect of the Goods, or in the absence of such specification the latest specification provided by the Supplier to TT for the Goods;

(b) be of satisfactory quality and: (i) fit for any purpose to which they may reasonably be put; and (ii) any specific purpose made known to the Supplier by TT expressly or by implication;

(c) be free from defects in design, material and workmanship and remain so for 48 months after the date they are delivered to TT;

(d) comply with all applicable legal, statutory and regulatory requirements, in force from time to time, including, without limitation, those relating to, the environment, the manufacture, quality and labelling (including CE marking), packaging, storage, handling and delivery of the Goods (including without limitation those in place at: (i) the country of manufacture; (ii) the country from which the Goods are supplied; (iii) the country to which the Goods are supplied; and (iv) any other countries agreed in advance by the Parties); and

(e) comply with the terms of any applicable quality assurance agreement, logistics agreement, or applicable TT policy or procedure.

Compliance declarations must be supplied in advance of delivery where requested by TT.

Goods Delivery

2.2 The Supplier shall deliver the Goods on the date specified in the Order ("**Delivery Date**"). If no such date is specified, within any agreed lead times, if no lead time has been agreed within 28 days of the date of the Order.

2.3 The Supplier shall deliver the Goods:

(a) to TT's premises specified on the Order, or such other location as is set out in the Order, or as instructed by TT prior to delivery ("**Delivery Location**");

(b) during TT's normal business hours, or as instructed by TT; and

(c) Delivered Duty Paid (DDP) pursuant to the then current set of Incoterms, unless otherwise agreed and stipulated on the face of the Order.

2.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location and time shall be of the essence for all deliveries.

2.5 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 Order, the 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) and, if the Goods are agreed to be delivered by instalments, the outstanding balance of Goods remaining to be delivered.

2.6 Packaging, Labeling, and Traceability. Supplier shall package the Goods in accordance with good commercial practice and any packaging, labeling, handling, preservation, and shipping instructions provided by TT (including any logistics agreement). Each shipment shall be labeled and documented to permit traceability to manufacturing lot/batch (and date/shift where applicable), and shall include any certificates of conformance, test reports, country-of-origin documentation, and other compliance documentation required by the Order or requested by TT. Supplier shall not change packaging or labeling for the Goods without TT's prior written approval.

2.7 The Supplier shall promptly notify TT in writing if any materials or goods required by each Order are deemed hazardous under the laws, rules or regulations of any applicable governmental or regulatory authority.

2.8 Deliveries shall contain the correct quantities of Goods. Without prejudice to this obligation if the Supplier:

(a) delivers less Goods than the quantity ordered, TT may reject the Goods; or

(b) delivers more Goods than the quantity ordered, TT 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 TT accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods. Additional costs incurred by TT for under delivery can be recovered from the supplier (including, without limitation, costs associated with small batch size and labour inefficiency).

2.9 The Supplier shall not deliver the Goods in instalments without TT's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they shall 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 TT to the remedies set out in clause 7 (Remedies) in respect of the entire Order.

2.10 Risk in the Goods shall pass to TT on completion of delivery, title shall pass on payment for the Goods, save that TT shall be permitted to incorporate and sell the Goods in the ordinary course of its business. In respect of any capital items used in the manufacturing process for the Goods, which TT is paying for in instalments, title for such items shall pass to TT once TT has paid instalments equal to, or greater than, fifty per cent (50%) of the total payable for the item (without prejudice to TT's obligation to pay the remaining instalments).

Inspection and Acceptance

2.11 TT may inspect and test the Goods and Services at any time (including after delivery and, for Services, after completion) and may reject any Goods or Services that do not conform to the Agreement. No inspection, test, approval, payment, or use of the Goods or Services shall constitute acceptance or waive any of TT's rights or remedies. TT may reject nonconforming Goods or Services within a reasonable time after discovery, including for latent defects.

Goods End of Life

2.12 The Supplier shall provide TT with at least one (1) year's notice, if it intends to, or becomes aware of circumstances which may cause it to, cease the production of any Goods supplied to TT in the preceding ten (10) years. Within such one (1) year notice period the Supplier shall meet all Orders for Goods and shall provide all reasonable co-operation requested by TT, and all information requested by TT, to enable TT to procure or establish an alternate source of supply for such Goods. At TT's request the Supplier shall also: (i) offer to sell to TT any tooling or equipment specifically purchased or modified for the supply of such Goods, at the price paid by the Supplier for such tooling or equipment less a reasonable deduction for any degradation and / or depreciation to the tooling or equipment; and (ii) offer to licence to TT on a worldwide, non-exclusive basis, with the right to grant sub-licences, all technical information and intellectual property rights required to manufacture, sell and use the Goods. The licence terms shall be such commercially reasonable terms as would be agreed by a willing licensee and licensor.

3. THE SERVICES

3.1 The Supplier shall provide the Services specified in the Order to TT. The Supplier warrants that the Services shall:

(a) correspond with their description and any applicable specification (being any specification, description, technical requirements, standards and other instructions / requirements) as set out or referenced in the Order or if no specification is set out or referenced in the Order, the latest specification

provided by TT to the Supplier in respect of the Services, or in the absence of such specification the latest specification provided by the Supplier to TT for the Services;

(b) be performed and completed within, and time is of the essence in respect of, the timescale set out in the Order;

(c) be performed with reasonable skill and care and in accordance with industry standards and best commercial practices;

(d) be of satisfactory quality and any deliverables to be provided pursuant to the Services shall be: (i) fit for any purpose to which they may reasonably be put; and (ii) any specific purpose made known to the Supplier by TT expressly or by implication;

(e) comply with all applicable legal, statutory and regulatory requirements in force from time to time;

(f) be performed by any individual named in the Order, or in the absence of any such named individual, by suitably qualified and experienced individuals; and

(g) comply with the terms of any applicable quality assurance agreement, logistics agreement, or applicable TT policy or procedure.

4. SUPPLIER OBLIGATIONS

4.1 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 Agreement.

4.2 The Supplier shall in undertaking it obligations pursuant to the Agreement comply with all applicable laws and regulations including, without limitation:

(a) Anti-bribery laws, and the Supplier certifies and represents that it has not made or solicited and will not make or solicit any kickbacks or bribes in any form or otherwise act in contravention of any anti bribery laws. In particular, but without limitation FAR 52.203-7 (Anti-Kickback Procedures (Oct 2010)) or the Anti-Kickback Act of 1986 (41 USC 51-58), both of which are incorporated herein by this specific reference.

(b) Export control laws, and the Supplier certifies that it is has all necessary consents to be able to supply the Goods and Services and is not a denied party or otherwise subject to any export control restrictions.

(c) Modern slavery laws, and the Supplier certifies that it complies with all applicable anti-slavery and human trafficking laws. The Supplier confirms that it will maintain throughout the term of this Agreement adequate policies and procedures to ensure its compliance with all applicable laws and that it will ensure the compliance of each of its suppliers and permitted subcontractors with such laws.

4.3 Supplier Code of Conduct. Supplier shall comply with TT's Supplier Code of Conduct (https://www.ttelectronics.com/getmedia/033f4cbf-a13d-43cf-94e8-9dd58fc9d796/Corporate-and-Social-Responsibilities-Supplier-Requirements-for-TT-Electronics-December-2023.pdf) and any other corporate policies communicated by TT to Supplier that are applicable to Supplier's performance under the Agreement (as such code or policies may be updated from time to time). Upon TT's request, Supplier shall certify its compliance in writing and shall promptly notify TT of any actual or suspected violation. Supplier shall ensure its employees, agents, and approved subcontractors comply with the foregoing requirements.

4.4 TT shall have the right to inspect, with its advisors and customers, the Supplier's premises and those of its approved subcontractors to monitor, including testing, supply of the Goods and Services and compliance with the terms of this Agreement. The Supplier shall promptly provide all assistance and information requested by TT to monitor and confirm such compliance.

4.5 If following such inspection TT considers that the Goods or Services do not conform or are unlikely to comply with the Supplier's undertakings pursuant to this Agreement, TT shall inform the Supplier and the Supplier shall immediately take such remedial action, as is necessary to ensure compliance. TT shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions. The Supplier shall bear all its costs, and TT's costs including TT's customer's costs, relating to inspection and remedial action.

4.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and Services, and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

4.7 Records Retention and Audit. Supplier shall create and maintain complete and accurate records relating to its performance under the Agreement (including, as applicable, quality/testing records, traceability, certifications, and invoices/charge support) for at least six (6) years after the later of final delivery or completion of Services (or longer if required by applicable law or the Order). Upon reasonable notice, TT (and TT's customers where applicable) may audit such records to verify compliance and charges. Supplier shall provide reasonable access and assistance and shall promptly address any noncompliance identified.

4.8 If the supply of the Goods or Services are subject to any export restrictions or other restrictions on their use, the Supplier shall notify TT of this as soon as reasonably possible and in any event within five (5) Working Days of receiving the Order (A "Working Day" shall be any day other than a day treated as a weekend or public holiday at the site to which the notice was addressed). TT may cancel any Orders, without liability to TT, due to any restrictions which it had not previously been advised of in writing.

5. VARIATIONS

5.1 TT shall have the right to reschedule, vary or cancel any Orders at any point without liability.

5.2 TT may request an alteration to the specification of the Goods or Services at any point. On such request the Supplier shall promptly and within five (5) Working Days notify TT whether or not such alteration will result in additional costs to the Supplier or delay in supply. The Supplier shall use all reasonable endeavours to mitigate any such costs rises / delays and shall provide all such information as may be requested by TT to ascertain the extent of such cost rises or any potential delays. Where the alteration:

(a) does not result in any cost increase or delay the Supplier shall immediately make the alteration; or

(b) does result in additional costs or delays, the Supplier shall not implement the alteration unless it has first received TT's written agreement to the notified cost increase / delay.

If the alteration results in a reduction to the Supplier's costs or enables the Supplier to deliver the Goods or Services earlier than the agreed delivery date, the Supplier shall notify TT of the same and shall reduce the price of the Goods or Services commensurately, and with TT's consent bring forward the delivery date.

5.3 The Supplier shall immediately inform TT of any expected delay in the delivery of any Goods or Services.

6. PRICE AND PAYMENT

6.1 The prices for the Goods and Services shall be the price stated on the applicable Order. If no price is stated the price shall be the price agreed by the Parties in any pricing agreement, or if no agreement is in place, the price last agreed by TT from the Supplier's quote.

6.2 The price of the Goods and Services is exclusive of amounts in respect of value added tax (VAT) or any sales tax, but includes the costs of packaging, insurance and carriage (including customs duties). No extra charges shall be effective unless agreed in writing and signed by TT.

6.3 TT shall, on receipt of a valid sales tax or VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of sales tax or VAT as are chargeable on the supply of the Goods and Services.

6.4 The Supplier may invoice TT for:

(a) the Goods on or at any time after the completion of delivery.

(b) the Services on or at any time after their completion or as agreed in the Order.

6.5 TT shall pay correctly rendered invoices within the payment period agreed by the Parties. Payment shall be made to the bank account nominated in writing by the Supplier.

6.6 Invoices must reference the applicable Order number and include sufficient detail to support the charges. TT may withhold payment of any disputed amount in good faith without penalty or interest while the Parties work to resolve the dispute. Supplier shall not charge, and TT shall not be liable for, any late fees, finance charges, or similar charges unless expressly agreed in writing by TT.

6.7 TT may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to TT against any liability of TT to the Supplier.

7. REMEDIES

7.1 If the Supplier fails to comply with the terms of this Agreement, then, without limiting any of its other rights or remedies, TT shall have the right to any one or more of the following remedies, whether or not it has accepted the Goods or Services:

(a) to terminate the Agreement in whole or in part without liability to the Supplier;

(b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's risk and expense (including all shipping, handling, and administrative costs). Supplier shall, at TT's option, promptly issue a credit or refund for all rejected Goods; no restocking fees shall apply;

(c) to require the Supplier to repair or replace the rejected Goods or to re-perform the Services, or

to provide a full refund of the price of the rejected Goods or Services (if paid);

(d) to refuse to accept any subsequent delivery of the Goods, or performance of the Services, which the Supplier attempts to make;

(e) to recover from the Supplier any costs incurred by TT in obtaining substitute goods or Services from a third party; and

(f) to claim damages for any other costs, loss or expenses incurred by TT which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement, and the Supplier shall indemnify TT in respect of the same.

7.2 These terms shall apply to any repaired or replacement Goods, or re-performed services, supplied by the Supplier.

8. TT MATERIALS

8.1 The Supplier acknowledges that all specifications, drawings, data, materials, equipment, tools and replacement tools supplied by TT to the Supplier or paid for by TT ("**TT Materials**") and all rights in TT Materials are and shall remain the exclusive property of TT (including, without limitation, all TT Materials, as maintained and including all additions or variations thereto and copies thereof or items containing copies thereof). The Supplier shall keep TT Materials in its possession, in safe custody at its own risk, maintain them in good condition until returned to TT, at TT's request and at no additional cost to TT. Supplier shall not transfer to any third party, dispose or use the TT Materials other than in accordance with TT's written instructions or authorisation, nor use them for any purpose other than supplying Goods or Services to TT. Supplier shall keep TT Materials free and clear of all liens and encumbrances, clearly mark (where practical) TT Materials as TT property, and segregate TT Materials from Supplier's property to the extent reasonable to do so. TT or its agents may at any point enter the Supplier's premises, or any premises to which the TT Materials have been transferred, to retake possession of some or all of the TT Materials and the Supplier shall provide all requested assistance to facilitate the same.

8.2 TT shall own all intellectual property rights (including, without limitation, patents, copyright, design rights and knowhow) in any deliverables, products or designs created to meet TT's Orders ("**Arising Intellectual Property**"). The Supplier shall promptly identify all Arising Intellectual Property to TT and shall on request sign all documentation or undertake all acts as may be required to evidence the assignment of such Arising Intellectual Property to TT. Arising Intellectual Property shall be treated as TT's Confidential Information for the purposes of this Agreement.

9. INDEMNITY

9.1 The Supplier shall keep TT, its affiliates and customers, indemnified 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 professional costs and expenses) suffered or incurred as a result of or in connection with:

(a) any claim made for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods or Services;

(b) any claim made by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods or Services; and

(c) any breach, negligent performance or failure or delay in performance of this, Agreement by the Supplier, its employees, agents or subcontractors.

10. INSURANCE

As at the date of acceptance of the Order and for a period of six (6) years after the last Goods or Services were provided, the Supplier shall maintain in force, with a reputable insurance company, insurance to cover the liabilities that may arise under or in connection with the Agreement, including, without limitation, professional indemnity insurance, product liability and recall insurance and public liability insurance, and shall, on TT's request, provide TT with a copy of both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

11. QUALITY

11.1 The Supplier shall comply with the terms of any quality agreement agreed between the Parties, and without prejudice to any additional requirements set out in any such quality agreement, shall put in place and maintain an appropriate quality control system and procedures, and will provide TT with a copy of such procedures upon request.

11.2 The Supplier shall immediately notify TT of any:

(a) nonconforming Goods or Services and shall obtain TT's prior written approval before delivering any nonconforming Goods or Services; and

(b) proposed changes to its processes, products, or services, including, without limitation, changes of their composition, attributes, form fit or function, specification, manufacturing process, external providers or location of manufacture, and obtain TT's prior written approval before the change is made.

11.3 Recall and Field Action Cooperation. Supplier shall immediately notify TT in writing upon becoming aware of any actual or suspected defect, nonconformance, or safety issue in any Goods or Services that could reasonably be expected to result in a recall, field action, customer notification, regulatory reporting, or similar corrective action. Supplier shall cooperate fully with TT and TT's customers in investigating, mitigating, and resolving any such issue, including by providing relevant records, root cause analysis, corrective and preventive action (CAPA), and replacement/repair support as requested. To the extent a recall or field action is caused by or attributable to Supplier's Goods, Services, or breach of the Agreement, Supplier shall bear all costs and expenses incurred by TT (and TT's customers) in connection with such recall or field action, including costs of notification, shipping, sorting, rework, replacement, repair, removal, and disposal.

12. CONFIDENTIALITY

12.1 Pursuant to the Agreement each Party (the "Disclosing Party") may disclose or make available to the other Party (the "Receiving Party") confidential and/or proprietary information related to its products, technology, research plans, business affairs and/or finances related to the provision of the Goods or Services under this Agreement (the "Confidential Information"). All Confidential Information is and shall remain the property of the Disclosing Party.

12.2 Neither Party shall be obliged to maintain in confidence Confidential Information which:

(a) was lawfully known by the Receiving Party, free from any restriction, prior to being received from the Disclosing Party;

(b) is subsequently disclosed to the Receiving Party without restriction by a third party who, to the best of the Receiving Party's knowledge, has the right to disclose the Confidential Information to the Receiving Party without restriction;

(c) is or, without the fault of the Receiving Party, becomes publicly known; or

(d) is developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.

12.3 Each Party undertakes that except as expressly permitted pursuant to this Agreement it shall not, and shall ensure that its affiliates do not, disclose or permit to be disclosed to any third party, or use or permit the use for any purpose other than in performance of its obligations under this Agreement, any of the other Party's Confidential Information, save where such disclosure is required by law, in which case the Receiving Party shall (i) promptly, to the extent permitted by law, notify the Disclosing Party; (ii) provide to the Disclosing Party all reasonable assistance to obtain confidentiality undertakings; and (iii) only disclose the minimum amount of Confidential Information required to comply. The provisions of this clause shall survive for a period of four years from the date on which the Confidential Information was first disclosed.

12.4 Artificial Intelligence. Except as expressly permitted by TT in writing, the Supplier shall not: (i) disclose or input any Proprietary Information to any AI System accessible to any third party or otherwise use the Proprietary Information with any AI System accessible to any third party; (ii) use, or permit any third party to use, any Proprietary Information to train or develop any AI System; or (iii) disclose any Proprietary Information to any AI System that maintains any persistent copy of such information. For purposes of this Agreement, "AI System" means any system that implements Artificial Intelligence; and "Artificial Intelligence" means any technology that can make decisions, create predictions, generate content or recognize patterns without being explicitly programmed to do so, including without limitation generative artificial intelligence, large language models, and machine learning systems and algorithms.

12.5 All Confidential Information received by either Party under this Agreement shall remain the property of the Disclosing Party. Upon written demand from the Disclosing Party, the Receiving Party will return the Confidential Information and any copies of it to the Disclosing Party, or at the Disclosing Party's request, destroy all such Confidential Information and provide the Disclosing Party with written confirmation of such destruction. In either event the Receiving Party shall expunge or destroy all Confidential Information from any computer, word processor or other device containing Confidential Information and destroy all notes, analyses, memoranda containing any part of the Confidential Information, save that the Receiving Party shall not be required to destroy, delete or modify any backup tapes or other media pursuant to automated archival processes in the ordinary course of business. The Receiving Party shall additionally be permitted to retain one copy of the Confidential Information in the possession of its legal department to ensure compliance with the terms of this Agreement and applicable law. Copies of any Confidential Information archived or retained pursuant to this clause shall only be used, including at any point following the termination of this Agreement, for the purposes of ensuring compliance with the terms of this Agreement or applicable law.

12.6 Where the Parties have entered into a non-disclosure agreement or other confidentiality agreement ("**Confidentiality Agreement**"), the provisions of the Confidentiality Agreement shall take precedence over the confidentiality terms of this Agreement to the extent they provide greater protection for a Party's Confidential Information.

13. TERMINATION

13.1 Either Party may terminate this Agreement immediately if the other Party:

(a) commits a material breach of this Agreement and, if such a breach is remediable, fails to remedy that breach within 30 days of that Party being notified in writing of the breach by, or on behalf of, the non-defaulting Party; or

(b) is subject to an Insolvency Event (Insolvency Event means: failing to pay debts as they fall due; entering liquidation or administration or commencing negotiations with any creditors to reschedule its debts, or undergoing any analogous occurrence in any jurisdiction; or threatening to do any of these things in any jurisdiction) or

(c) becomes debarred, suspended or otherwise ineligible for US Government contracts or becomes the subject of proceedings for debarment, suspension or other legal proceedings rendering the Supplier ineligible for US Government contracts.

13.2 TT shall have the right to terminate this Agreement on a change of Control of the Supplier. For the purposes of this clause "Control" means ownership or control, directly or indirectly, of more than 50% of the voting shares or any other comparable equity or ownership interests of the other corporation or entity, or if it possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation or other entity.

13.3 The fulfilment or for any reason, termination, of this Agreement shall not affect any rights or obligations of the Parties arising out of this Agreement which have accrued prior to the date of termination, including, without limitation in respect of TT Materials (Clause 8), Indemnity (Clause 9), TT Confidential Information (Clause 12), Data Protection (Clause 14) and the right to recover damages against the other Party for any breach of this Agreement.

14. DATA PROTECTION

14.1 TT and the Supplier will comply with all applicable data protection legislation, including, without limitation the terms of the UK Data Protection Act and the EU General Data Protection Regulation (the "Regulation"). To the extent that TT provides any personal data ("Data") to the Supplier pursuant to this Agreement the parties acknowledge that TT is a Controller and the Supplier is a Processor in relation to the personal date. The parties also acknowledge that the Supplier may also be a Controller; in particular, where the Supplier is required to exercise its judgement regarding the manner in which Data is processed.

14.2 The Supplier shall:

(a) Process the Data only on the documented instructions of TT, perform its obligations under this Agreement and take all necessary steps to ensure that its personnel only process Data on instructions from TT. If the Supplier is aware that or of the opinion that any instruction given by TT breaches applicable law, the Supplier shall immediately inform TT of this giving details of the breach or potential breach;

(b) ensure that its personnel are under obligations of confidentiality that are enforceable by the Supplier and/or TT take the measures that are expressed to be obligations of the Processor in Article 32 of the Regulation [Security of processing;

(c) take all necessary measures in order to ensure a level of security appropriate to protect the Data, including protection from accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorised access;

(d) taking into account the nature of processing and the information available to the Supplier, assist TT in ensuring compliance with TT's obligations in Articles 32-36 of the Regulation [Security of processing, Notification of a personal data breach to authorities and data subjects, impact assessments];
(e) Immediately notify TT of any breaches in respect of the Data and support TT in respect of any consequential action it deems appropriate;

(f) at the written election of TT, either: (i) securely destroy the Data (including all copies of it); or (ii) return the Data (including all copies of it) to TT in the format required by TT which retains the integrity of the Data at any time upon request by TT or promptly upon termination or expiry of this Agreement;

(g) immediately notify TT if it becomes aware of any Processing of the Data other than in accordance with the terms of this Agreement, or any other breach of this Agreement.

(h) provide all information as may be requested by TT to demonstrate the Supplier's and any authorized Sub-Processor's (pursuant to clause 14.3) compliance with this Agreement and allow TT and its authorised representatives, upon reasonable prior written notice to the Supplier, reasonable access during normal business hours to any relevant premises and documents to inspect the procedures and measures referred to in this Agreement;

(i) at all times perform its obligations under this Agreement in such a manner as not to cause TT in any way to be in breach any applicable data protection laws; and

(j) perform its obligations under this Agreement (and any other agreement relating to the provision of the Goods or Services) in full compliance with this Agreement, the Regulation and all applicable guidelines, statutory orders, supplementary laws and codes of practice issued by relevant regulators pursuant to or in connection with the Regulation.

14.3 The Supplier shall not appoint any third party, including consultant, sub-contractor, agent or professional adviser or other third party which may receive and/or have access to Data ("Sub-Processor"), without the prior written consent of TT.

14.4 All Data provided to the Supplier under this Agreement shall remain the property of TT and its group companies and shall be classed as confidential information of TT, to be maintained in confidence by the Supplier. Supplier shall have no rights in respect of such Data other than to process it in accordance with the terms of this Agreement.

14.5 If TT consents to the appointment of any Sub-Processor under Clause 14.3 above, the Supplier shall put in place in writing with any Sub-Processor contractual obligations which are at least equivalent to the obligations imposed on the Supplier pursuant to this Agreement including obligations which provide sufficient guarantees from the Sub-Processor that the processing meets the requirements of the Regulation. The Supplier shall be liable to TT for any failure of any such Sub-Processor to comply with such equivalent data protection obligations (including where the Supplier is in breach of its obligation to put such obligations in writing with the Sub-Processor).

15. NOTICES

15.1 Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, by courier or sent by pre-paid recorded delivery post, to each Party required to receive the notice at its address as set in this Agreement or as otherwise specified by the relevant Party by notice in writing to the other Party.

15.2 Any notice shall be deemed to have been duly received:

(a) if delivered personally or by courier, when left at the address and for the contact referred to in this clause on a Working Day; or

(b) if sent by pre-paid recorded delivery post, at 9.00 AM on the second Working Day after posting.

16. MISCELLANEOUS

16.1 Independent Contractors. The Parties hereto are independent contractors and nothing contained in this Agreement shall be deemed or construed to create a partnership, joint venture, employment, franchise,

agency or fiduciary relationship between the Parties and neither Party shall have the right to bind the other or hold itself out as having such right.

16.2 Assignment. The Supplier shall not assign or subcontract any of its rights or obligations pursuant to this Agreement without the prior written consent of TT. Supplier remains fully responsible for the acts and omissions of its approved subcontractors and shall ensure that all approved subcontractors are bound in writing to obligations at least as protective of TT as those in the Agreement.

16.3 Non-Exclusive. Nothing in this Agreement shall be construed as appointing the Supplier on an exclusive basis and TT shall be under no obligation to place any orders with the Supplier.

16.4 Entire Agreement. This Agreement constitutes the entire understanding and agreement of the Parties with respect to the subject matter hereof and cancels and supersedes all prior agreements, whether verbal or written, between the Parties with respect to the subject matter hereof. Each Party acknowledges that, in entering into this Agreement, it has not relied on, and, to the extent permitted by law, shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in this Agreement. This clause shall not be interpreted as excluding any liability for fraud. No modification of any provision of this Agreement shall be effective unless made in writing and signed by a duly authorized officer of all of the Parties.

16.5 Order of Precedence. In the event of any conflict, the following order of precedence shall apply (highest to lowest): (a) the Order (including any statement of work on the face of the Order); (b) these Terms and Conditions; (c) any applicable quality assurance agreement or logistics agreement expressly referenced in the Order; and (d) any other documents referenced by the Supplier. Any Supplier terms (including those in a quotation, acknowledgement, invoice, or website) are rejected and shall be void.

16.6 Severability. If any term of this Agreement is declared invalid or unenforceable by a court or other body of competent jurisdiction, such terms shall be divisible and deleted. To the extent it is declared invalid or unenforceable, the remaining terms of this Agreement shall continue in full force and effect. Any invalid or unenforceable provision shall be replaced to the extent possible with a new provision which will allow the Parties to this Agreement to achieve the same intended result.

16.7 Further Assurance. The Supplier shall do, or procure the doing of, all acts and things, and execute, or procure the execution of, all documents, and provide all information, as may reasonably be required to give full effect to this Agreement.

16.8 No Waiver. No delay or failure of any Party in exercising or enforcing any of its rights or remedies under this Agreement shall operate as a waiver of those rights.

16.9 Limitation of Liability. Any limitation or exclusion of liability proposed by Supplier (whether in any quotation, acknowledgement, invoice, or otherwise) shall not apply. Without limiting any other rights or remedies, Supplier's liability under the Agreement shall not be limited for (a) infringement or misappropriation of intellectual property; (b) breach of confidentiality or data protection obligations; (c) death, personal injury, or property damage; (d) recalls/field actions to the extent caused by Supplier; or (e) fraud, willful misconduct, or gross negligence.

16.10 Governing Law. This Agreement shall be governed by the laws of England and the Parties hereby submit to the exclusive jurisdiction of the English courts to resolve any disputes relating to this Agreement. The Parties agree that in respect of any action for the late payment of monies owed, the maximum applicable interest rate on amounts owed shall be such amount as is determined to be reasonable in the circumstances, not exceeding 3% per annum above the Bank of England base rate.

16.11 Force Majeure. Neither Party shall be liable for a failure to perform to the extent caused by an event beyond its reasonable control, provided that the affected Party (a) promptly notifies the other Party in writing, (b) uses diligent efforts to mitigate and resume performance, and (c) continues to perform unaffected obligations. Supplier shall not be relieved of its obligations to pay money, to implement reasonable business continuity measures, or to use

commercially reasonable efforts to source materials, labor, and transportation. If Supplier's performance is delayed or impaired for more than ten (10) days (or such shorter period as may be stated on the Order), TT may cancel the affected Order(s) without liability.

16.12 Publicity. Supplier shall not issue any press release or other public statement relating to the Agreement or TT, or use TT's name, trademarks, or logos, without TT's prior written consent.

16.13 Commercial Items Determination. TT Electronics Supplies and Services Purchased Under Purchase Orders issued pursuant to US Government Contracts, are "Commercial Items" under FAR Part 12 unless otherwise stated on the Purchase Order. Purchase Orders issued pursuant to US Government Contracts are subject to FAR Clause 52.244-6 Subcontracts for Commercial Products and Commercial Services as contained within: "TT US Government Contract Additional Purchasing Terms" available on our website at https://www.ttelectronics.com/terms-conditions/.