

US STANDARD TERMS AND CONDITIONS OF SALE FOR GOODS AND SERVICES

1. BASIS OF CONTRACT

- 1.1 These terms and conditions (“**Terms**”) apply to the purchase order (“**Order**”) for the goods and services specified in the Order (respectively “**Goods**” and “**Services**”) between the party issuing the Order (“**Purchaser**”) and the TT Electronics group entity identified in the written confirmation of the Order (“**TT Electronics**”) (together the “**Parties**”, each a “**Party**”).
- 1.2 These Terms shall apply: (a) whether the Order is submitted by a written purchase order, electronic portal, electronic data interchange or otherwise; and (b) to the exclusion of any other terms that Purchaser seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. Notwithstanding anything herein to the contrary, if a written contract signed by both Parties is in existence covering the sale of Goods and/or Services covered hereby, the terms and conditions of said contract shall prevail to the extent they are inconsistent with these Terms.
- 1.3 The Order constitutes an offer by Purchaser to purchase the Goods and/or Services in accordance with these Terms. The Order shall only be deemed to be accepted when TT Electronics issues written acceptance of the Order (“**Sales Confirmation**”) at which point the contract is created between the Parties (“**Contract**”).
- 1.4 Any quotation provided by TT Electronics shall not constitute an offer, may be withdrawn at any point, and shall only be valid as to pricing for the period as specified in the quotation.
- 1.5 Any samples, drawings, descriptive matter or advertising produced by TT Electronics and any descriptions or illustrations contained in TT Electronics brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

2. DELIVERY OF GOODS

- 2.1 All Goods are supplied Ex Works (Incoterms 2020) TT Electronics’ premises unless specifically agreed to the contrary in any Order. Any dates quoted for delivery are approximate only and the time of delivery is not of the essence.
- 2.2 If Goods are ready for delivery and Purchaser fails to take delivery on the date required by the Contract, or after seven days’ written notice from TT Electronics where no such date is specified, TT Electronics shall be entitled to: (a) issue an invoice for such Goods; and (b) charge Purchaser for all additional costs and expenses (including, without limitation, warehousing and insurance) until delivery takes place. If Purchaser fails to take delivery within 30 days of the date of invoice it shall be deemed to have waived its rights under the Contract, and without prejudice to any other right that TT Electronics may have against Purchaser, including the right to recover the purchase price in full, TT Electronics shall be entitled to resell or dispose of part or all of the Goods.
- 2.3 Any right of Purchaser to reject the Goods and/or terminate the Contract for late delivery of the Goods shall not be exercisable unless Purchaser has first served written notice on TT Electronics requiring TT Electronics to complete delivery of the Goods within not less than 30 days of service of that notice on TT Electronics in accordance with Section 14. TT Electronics shall not be liable for any failure to deliver, or delay in delivery of, the Goods that is caused by a Force Majeure Event (as defined in Section 15.1) or Purchaser’s action or inaction including, without limitation, failure to provide TT Electronics with adequate delivery instructions or any other instructions applicable to the supply of the Goods. If TT Electronics fails to deliver, or is late in delivering, the Goods TT Electronics’ liability shall be limited to the price of such Goods.
- 2.4 Purchaser shall promptly inspect all delivered Goods and shall notify TT Electronics in writing of any issues regarding the Goods delivered, including, without limitation, as to quantity, type and quality, within 10 days of receipt of the Goods. In the absence of any such notification Purchaser shall be deemed to have accepted the Goods and no claims may be brought for over or under delivery, or for delivery of incorrect Goods.
- 2.5 Where Purchaser requests that the Goods are supplied with any form of release certificate or documentation, TT Electronics reserves the right to make a reasonable additional charge for providing

such certificate or documentation. TT Electronics shall have no obligation to supply any form of release certificate or documentation, unless agreed in the Contract.

2.6 TT Electronics may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle Purchaser to cancel any other instalment.

2.7 Any variation in quantities of the Goods shipped over or under the quantities ordered (not to exceed 5%) shall constitute compliance with the Order and Purchaser may not reject them. Subject to TT Electronics' confirmation and receipt of notice from Purchaser that the wrong quantity of Goods was delivered, TT Electronics shall make a pro rata adjustment to the invoice for the Goods.

3. QUALITY OF GOODS

3.1 TT Electronics warrants that on delivery, and for a period of 12 months from the date of shipment ("**Warranty Period**"), the Goods shall: (a) meet in all material respects the applicable specification. The specification applicable to the Goods shall be TT Electronics' standard specification for the Goods or, in the case of items other than TT Electronics' standard Goods, such specification as agreed to in writing by the Parties; (b) be free from material defects in workmanship; and (c) be free from title defects.

3.2 **PURCHASER'S SOLE AND EXCLUSIVE REMEDY IN RESPECT OF ANY ALLEGED DEFECT IN THE GOODS SHALL BE A CLAIM FOR BREACH OF WARRANTY UNDER SECTION 3.1. THE SOLE AND EXCLUSIVE REMEDY AND TT ELECTRONICS ENTIRE LIABILITY FOR ANY BREACH OF WARRANTY UNDER SECTION 3.1 SHALL BE THE REPAIR, REPLACEMENT OR REFUND AT THE PRORATA CONTRACT RATE, AT TT ELECTRONICS' OPTION, OF ANY DEFECTIVE OR NON-CONFORMING GOODS, PROVIDED THAT PURCHASER MEETS ITS OBLIGATIONS PURSUANT TO SECTION 3.3.**

3.3 Any claim for breach of Warranty shall be subject to meeting the following conditions: (a) Purchaser giving notice in writing to TT Electronics during the Warranty Period and within seven days of discovery, or any allegation, that some or all of the Goods supplied are defective or do not comply with the warranty in Section 3.1; (b) TT Electronics being given reasonable opportunity to examine such Goods or the products in to which they have been incorporated; (c) Purchaser, if asked to do so by TT Electronics, promptly and within seven days of request returning such Goods to TT Electronics; and (d) Purchaser promptly providing all such further information in respect of any alleged defect or non-conformity as may be requested by TT Electronics.

3.4 **EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 3.1 TT ELECTRONICS MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE GOODS, INCLUDING ANY (a) WARRANTY OF MERCHANTABILITY; (b) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (c) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; OR (d) OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.**

3.5 TT Electronics shall not be liable for the failure of any of the Goods to comply with the warranty in Section 3.1 if: (a) the defect arises because of Purchaser's failure to follow TT Electronics' instructions as to the storage, commissioning, installation, use or maintenance of the Goods or, if there were none, good trade practice regarding the same; (b) the defect arises as a result of TT Electronics following any manufacturing process, drawing, design or specification supplied by Purchaser; (c) the Goods comprises materials or equipment specified by TT Electronics as having a limited shelf life and which are used by Purchaser after the expiry of such limited shelf life; (d) the defects arises from any third-party inputs, including, without limitation, computer software or programmable electronics which are mandated, requested or approved by Purchaser; (e) the Goods differ from the specification as a result of changes made to ensure they comply with applicable statutory or regulatory standards; (f) the Goods have been tested in accordance with Purchaser's express contractual testing requirements and have satisfied such tests; (g) Purchaser has not provided functional or other tests to adequately diagnose the defect; (h) Purchaser, or any third-party, modifies, alters or repairs such Goods without the written consent of TT Electronics; (i) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or (j) Purchaser makes further use of such Goods after giving notice in accordance with Section 3.3.

3.6 No Goods shall be returned by Purchaser to TT Electronics without TT Electronics' prior written consent. Reasonable shipping charges for returned Goods will only be paid by TT Electronics where the Goods are found to be in breach of warranty. These Terms shall apply to any repaired or replacement Goods supplied by TT Electronics.

4. CHANGES

- 4.1 TT Electronics reserves the right to make changes in the Goods which do not adversely affect specified form, fit or function without prior approval of Purchaser.
- 4.2 Any changes requested by Purchaser, including without limitation as to specification, type, quantity and delivery dates, are subject to acceptance by TT Electronics, at TT Electronics' absolute discretion, including as to any additional charges or other variations which may be made a condition of such consent.
- 4.3 TT Electronics may vary an Order at any time to cancel without liability, one or more of the Goods in the Order, if the manufacture or sale of an input material for such Good is discontinued or otherwise unavailable in TT Electronics' judgement on commercially reasonable terms, or if for any reason TT Electronics ceases the manufacture of such Goods.
- 4.4 Purchaser acknowledges its financial responsibility for the Materials purchased by TT Electronics to support Purchaser's Orders and forecasts. Where any mutually agreed change causes Obsolete Material or Excess Material Purchaser shall purchase, at TT Electronics' cost plus five percent, together with all costs incurred in respect of warehousing and insuring such materials, and take receipt of Excess Material and Obsolete Material within 30 days of TT Electronics' written notice. In this Section: (a) "**Obsolete Material**" means any Material that is no longer required due to an agreed change to the Order; (b) "**Excess Materials**" means any Material on hand and Material on order that will be in excess of three months of demand as identified in either the Orders or forecasts and Material on hand that has been with TT Electronics for longer than three months; and (c) "**Material**" means stocks, work in progress, materials and manufacturing tools procured and/or used in support of the Order or Purchaser's forecast.

5. PRICE AND PAYMENT

- 5.1 The price of the Goods or Services shall be the price set out by TT Electronics in its Sales Confirmation, or, if no price is stated, the price set out in TT Electronics' published price list in force as at the date of the Order.
- 5.2 Purchaser shall at all times be liable to pay to TT Electronics all costs and losses incurred by TT Electronics in respect stocks, work in progress, materials and manufacturing tools purchased or ordered in support of Orders or Purchaser's forecasts.
- 5.3 The price of the Goods or Services is exclusive of amounts in respect of any sales tax, including without limitation, value added tax or any applicable federal, state, and local taxes, tariffs, import duties, commissions, and all shipping, freight, transportation, packing and handling charges. Purchaser shall, on receipt of a sales tax invoice from TT Electronics, pay to TT Electronics such additional amounts in respect of sales tax as are chargeable on the supply of the Goods or Services.
- 5.4 TT Electronics may invoice Purchaser for the Goods and/or Services on or at any time after delivery.
- 5.5 Purchaser shall pay each invoice within 30 days of the date of the invoice in full and in cleared funds to the bank account, nominated in writing by TT Electronics. Time for payment shall be of the essence of the Contract.
- 5.6 Without limiting any other right or remedy of TT Electronics, if Purchaser fails to make any payment due to TT Electronics under the Contract by the due date for payment, then TT Electronics may cancel, terminate, withhold or suspend any Order, and any delivery of Goods and/or Services under this Contract or other arrangement with Purchaser. Pending payment, Purchaser shall pay interest, accruing each day, on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time, but at 4% per annum for any period when that base rate is below 0%. Such interest shall accrue from the due date until actual payment of the overdue amount, whether before or after judgment and compounding quarterly. Purchaser shall pay the interest together with the overdue amount.
- 5.7 Purchaser shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding of tax required by law). TT Electronics may set-off any amount owed by Purchaser to TT Electronics against any sums TT Electronics owes to Purchaser.
- 5.8 Any agreed prices, or price reductions, provided by TT Electronics are based on the agreed purchase terms, including agreed purchase volumes, shipping terms, payment terms and acceptance of these Terms. If TT Electronics believes that the agreed purchase volumes on which the prices are based have fallen or will fall in any six-month period below the agreed purchase volumes, which in the absence of specific agreement shall be no less than 15% below the purchase volume of the last six months, calculated by quantity or value, the Parties will enter into good faith negotiations to agree a price modification. If

no agreement can be reached TT Electronics may terminate the Contract on providing 30 days' prior written notice, without liability.

- 5.9 The agreed payment terms are subject to the credit limit approved by TT Electronics. In case the granted credit limit is exceeded, TT Electronics is entitled to suspend or delay any delivery to Purchaser until Purchaser settles its invoices to reduce the debts to TT Electronics to within the granted credit limit. In case Purchaser's financial ratings or payment behaviour, in TT Electronics' opinion, requires an amendment of the existing credit limit or payment terms, TT Electronics is entitled to demand full or partial payment in advance or other payment terms as a condition to delivery, and TT Electronics may suspend, delay or cancel any credit, delivery or any other performance by TT Electronics. TT Electronics shall have no liability to Purchaser in respect of any delayed delivery, or non-delivery, pursuant to the terms of this Section.
- 5.10 TT Electronics shall be entitled to charge such rate as set out in any Order, or where not specifically set out in any Order such rate as shall be fair and reasonable, for all preliminary or development work, including, without limitation, non-recurring engineering expenses which TT Electronics carries out at the request of Purchaser.

6. TITLE AND RISK

- 6.1 The risk in the Goods shall pass to Purchaser upon delivery. Title to the Goods shall pass to Purchaser on full payment in cleared funds being made to TT Electronics for the Goods. Notwithstanding this, Purchaser may sell such Good in the ordinary course of business, providing the sums thereof shall be held on trust to TT Electronics' account.
- 6.2 At any time before title to the Goods transfers to Purchaser, TT Electronics may require Purchaser to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product and if Purchaser fails to do so promptly, enter any premises of Purchaser or of any third party where the Goods are stored in order to recover them if Purchaser incurs an Insolvency Event, or TT Electronics has reasonable grounds for believing that Purchaser will incur an Insolvency Event. An "**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 including any form or insolvency proceedings being commenced against Purchaser; or threatening to do any of these things in any jurisdiction.

7. SUPPLY OF SERVICES

- 7.1 TT Electronics shall provide the Services to Purchaser in accordance with the Order in all material respects using reasonable care and skill.
- 7.2 TT Electronics shall use reasonable endeavours to meet any performance dates for the Services specified in the Order, but any dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 TT Electronics reserves the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirements or which do not materially affect the nature or quality of the Services.
- 7.4 Purchaser shall: (a) ensure that the terms of Order are complete and (if submitted by Purchaser) the service specification are complete and accurate; (b) co-operate with TT Electronics in all matters relating to the Services; (c) provide TT Electronics, its employees, agents, consultants and subcontractors with access to Purchaser's premises, machinery and other facilities as reasonably required by TT Electronics to provide the Services; and (d) provide TT Electronics with such information and materials as TT Electronics may reasonably require to supply the Services, and ensure that such information is accurate in all material respects.
- 7.5 If TT Electronics' performance of any of its obligations in respect of the Services is prevented or delayed by an any act or omission by Purchaser or failure by Purchaser to performs its obligations ("**Purchaser Default**") TT Electronics shall without limiting its other rights or remedies have the right to suspend performance of the Services until Purchaser remedied Purchaser Default and relieves TT Electronics from its obligations to the extent the Purchaser Default prevents or delays TT Electronics' performance. Purchaser shall indemnify TT Electronics against all liabilities costs, losses and expenses which TT Electronics may incur by reason of Purchaser Default.
- 7.6 Where the Services consist of any experimental or developmental work, the results supplied or recommendations made under the Services are given in good faith within the limitations of the data available, but no warranty, expressed or implied, is given as to the ability of TT Electronics to achieve a specific outcome, nor the accuracy of results obtained.

7.7 Any claims by Purchaser which is based on defect in the Services shall be notified to TT Electronics within 21 days of the services being performed and promptly after discovery of defect or failure. Purchaser's sole and exclusive remedy in respect of any alleged defect in the Services shall be a claim under this Section. The sole and exclusive remedy of Purchaser for such defect hereunder shall be the re-performance or re-fund, at TT Electronics' option, of any defective or non-conforming Services.

8. CONFIDENTIALITY

8.1 Pursuant to the Contract each Party ("**Discloser**") may disclose or make available to the other Party ("**Recipient**") information of a confidential nature, including, without limitation, information relating to products, prototypes, technology, research plans or business activities ("**Confidential Information**"). All Confidential Information is and shall remain the property of Discloser.

8.2 Confidential Information shall not include any information which: (a) was lawfully known by Recipient, free from any restriction, prior to being received from Discloser; (b) is subsequently disclosed to Recipient without restriction by a third-party who, to Recipient's knowledge, has the right to disclose the Confidential Information to Recipient without restriction; (c) is or, without the fault of Recipient, becomes publicly known; or (d) is developed by Recipient without any use of, or reference to, Discloser's Confidential Information.

8.3 Recipient undertakes and agrees to: (a) keep the Confidential Information secret and confidential; (b) only use the Confidential Information for the purpose or fulfilling its obligations under this Contract; (c) only disclose the Confidential Information, on a need-to-know basis, to Recipient's, and its group companies, directors, employees, agents and professional advisors ("**Permitted Recipients**"). Any disclosure to a Permitted Recipient shall be under confidentiality obligations consistent with those contained in this Contract, which Recipient shall procure that Permitted Recipient complies with; and (d) where required by law to disclose Discloser's Confidential Information: (i) promptly, to the extent permitted by law, notify Discloser; (ii) provide to Discloser all reasonable assistance to obtain confidentiality undertakings; and (iii) only discloses the minimum amount of Confidential Information required to comply with its legal obligations.

8.4 All Confidential Information received by either Party under this Contract shall remain the property of Discloser. Upon written demand from Discloser, at any point, Recipient will return the Confidential Information and any copies of it to Discloser, or at Discloser's request destroy all such Confidential Information and provide Discloser with written confirmation of such destruction, in either event Recipient 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 Recipient 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. Recipient shall additionally be permitted to retain one copy of the Confidential Information in a secure location. Copies of any Confidential Information archived or retained pursuant to this Section shall only be used, including at any point following the termination of this Contract, for the purposes of ensuring compliance with the terms of this Contract or applicable law or regulation.

8.5 The provisions of this Section 8 shall survive for a period of three years from the date of expiry or termination of this Contract, save that where the Confidential Information is protected by any existing confidentiality agreement between the Parties, the more restrictive terms shall apply.

8.6 TT Electronics reserves all rights to its intellectual property rights, including but not limited to those, used in, or arising from, the creation of the Goods and nothing in this Contract shall be construed as granting a licence over such intellectual property rights to Purchaser.

9. TERMINATION AND SUSPENSION

9.1 Either Party may terminate, or any part of, this Contract immediately if the other Party: (a) commits a material breach of the Contract 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 other Party; or (b) is subject to an Insolvency Event.

9.2 Without limiting its other rights or remedies, and without liability to Purchaser, TT Electronics may suspend provision of the Goods or Services under the Contract or any other contract between Purchaser and TT Electronics if TT Electronics reasonably believes that Purchaser is about to become subject to an Insolvency Event.

9.3 On termination of the Contract for any reason Purchaser shall immediately pay to TT Electronics: (a) all of TT Electronics' outstanding unpaid invoices and any interest thereon; and (b) any and all work-in-process costs incurred by TT Electronics.

9.4 Termination of the Contract, however arising, shall not affect any of the Parties' rights, remedies, obligations and liabilities that have accrued as at termination.

9.5 Sections which expressly or by implication survive termination of the Contract shall continue in full force and effect.

10. LIMITATION OF LIABILITY

10.1 **TT ELECTRONICS' TOTAL LIABILITY IN RESPECT OF ALL LOSSES ARISING IN CONNECTION WITH, AND UNDER ANY SECTION OF, THE CONTRACT, HOWSOEVER ARISING (INCLUDING, WITHOUT LIMITATION, FOR BREACH OF CONTRACT, BREACH OF DUTY OR IN NEGLIGENCE), SHALL IN NO CIRCUMSTANCES EXCEED THE SUM PAID TO TT ELECTRONICS BY PURCHASER FOR THE GOODS OR SERVICES GIVING RISE TO THE LIABILITY.**

10.2 **TT ELECTRONICS SHALL NOT BE LIABLE TO PURCHASER FOR ANY LOSS OF PROFITS, REVENUE OR BUSINESS, GOODWILL CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY NATURE ARISING UNDER OR IN RELATION TO THE CONTRACT, EVEN WHERE TT ELECTRONICS HAD BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS IN ADVANCE.**

10.3 Nothing in this Section 10 shall be construed as limiting or excluding TT Electronics' liability for fraudulent misrepresentation nor for death or personal injury arising from its negligence, nor any other matter for which it would be unlawful for TT Electronics to restrict its liability.

10.4 To the extent that the Goods are to be manufactured and/or the Services are to be provided, in accordance with a drawing, design or specification supplied by Purchaser ("**Purchaser Specification**"), Purchaser shall indemnify TT Electronics against all liabilities, costs, expenses and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) incurred by TT Electronics in connection with any claim made against TT Electronics for actual or alleged infringement of a third-party's intellectual property rights arising out of or in connection with TT Electronics' use of Purchaser Specification.

10.5 Purchaser shall indemnify TT Electronics against all liabilities costs and expenses which TT Electronics may incur by reason of any claim by any subsequent purchaser, or user of the Goods or of any product incorporating the Goods or manufactured by using the Goods or by reason of any claim arising from any defect or alleged defect in the Goods or in such product except and to the extent that such liabilities, costs and expenses arise from a breach by TT Electronics of its obligations under this Contract.

10.6 All terms and warranties implied by applicable laws, regulations or custom and practice are, to the fullest extent permitted by law, excluded from the Contract.

10.7 This Section 10 shall survive the termination of the Contract.

11. EXPORT CONTROL

11.1 Any or all Goods and Services may be subject to export or resale restrictions or regulations, and Purchaser agrees to comply with all such regulations or restrictions and any other applicable laws and regulations regarding use of the Goods or Services.

11.2 Where Goods or Services are supplied to Purchaser pursuant to a specification or instructions provided by Purchaser, Purchaser shall inform TT Electronics prior to or at the time of placing the Order of any export control restriction or other regulations applicable to such specification or instructions, including, without limitation, where the purpose of the Goods or Services to be supplied is for a military application.

11.3 Purchaser agrees to provide TT Electronics with all such reasonable assistance as may be requested to enable TT Electronics to meet its export control obligations. Including: (a) answering all enquiries as to the end user and end use of any goods, technology or data supplied and obtaining end user certificates where requested; and (b) providing any end use statements or other export control declarations with any goods or technologies supplied as may be requested by TT Electronics.

11.4 Where the provision of the Goods or Services requires TT Electronics to obtain an export control licence or other third-party consent or authorisation, TT Electronics provides no guarantees as to its ability to obtain such licence, consent or authorisation.

11.5 TT Electronics may, at any point and without further liability, refuse to supply Goods or Services where TT Electronics has any reason to believe the supply of Goods or Services would be contrary to any export control restriction or any other laws.

12. TOOLING AND EQUIPMENT

- 12.1 Unless specifically agreed to the contrary in any Order all tools and equipment acquired or developed pursuant to this Contract shall be the property of TT Electronics.
- 12.2 Where Purchaser supplies patterns, dies, tools, drawings or any equipment or materials (“**Purchaser Property**”), TT Electronics shall be entitled to assume that the same are in good condition, true to drawing and entirely suitable to TT Electronics’ methods of production, and for the production of the Goods or supply of the Services in the quantities required.
- 12.3 In respect of Purchaser’s Property: (a) all replacements, alterations, maintenance and repairs to Purchaser Property shall be paid for by Purchaser; (b) Purchaser shall pay all carriage costs on Purchaser Property; and (c) TT Electronics will take all reasonable care to maintain such Purchaser Property in good working order, normal wear and tear excepted, while in TT Electronics’ possession but does not accept liability for loss or damage thereto, however arising, except where neglect on the part of TT Electronics was the direct cause of loss or damage. In those circumstances, TT Electronics’ liability shall be limited to the actual cost of replacement or repair to the exclusion of all other expenses, indirect losses, loss of profits and other liabilities and losses however arising.

13. RETURNABLE PACKAGES

Where stated to be returnable, TT Electronics’ returnable packages shall remain the property of TT Electronics and must be returned by Purchaser to TT Electronics within 30 days of receipt by Purchaser in the same condition as received. Any returnable packages not so returned, Purchaser shall be charged at replacement cost and Purchaser shall be liable to TT Electronics accordingly. TT Electronics shall not be liable for any delays in delivery due to Purchaser’s failure to return returnable packages.

14. NOTICES

- 14.1 Any notice required to be given under the Contract, shall be in writing and shall be delivered personally, by courier or sent by pre-paid recorded delivery post, to the Party at its registered office or its principal place of business or such other address as that Party may have specified to the other Party in writing in accordance with this Section, addressed for the attention of the Managing Director.
- 14.2 Any notice shall be deemed to have been duly received: (a) if delivered personally or by courier, when left at the recipient’s address on a business day in the jurisdiction to which the letter was delivered (“**Business Day**”), or the following Business Day in the event that the date of delivery was not a Business Day; or (b) if sent by pre-paid recorded delivery post from the US to the US, at 9.00 am on the second Business Day after posting.

15. MISCELLANEOUS

- 15.1 **Force Majeure:** In the event TT Electronics is delayed or prevented from the performance of any act required under this Contract, by reasons outside its reasonable control including, without limitation, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, disease, any labour dispute, and actions of third parties including the suppliers of goods or services to TT Electronics (“**Force Majeure Event**”), then performance of such act will be excused for the period of such delay, provided however, that such Party shall exert its reasonable efforts to overcome such Force Majeure Event and to resume performance of its obligations in a timely manner. Notice of the commencement and termination of such Force Majeure Event will be promptly provided by TT Electronics to Purchaser. Any obligations of TT Electronics will be extended for a period of time equal to the number of days of the delay, provided however, that in the event TT Electronics, in its reasonable opinion, is unable to overcome such Force Majeure Event which will prevent TT Electronics from meeting its obligations under this Contract, TT Electronics may terminate, or any part of, this Contract on written notice.
- 15.2 **Supply Chain Factors:** The Parties acknowledge that supply chain factors, or other factors beyond TT Electronics’ reasonable control, may occur at any point which result in:
- (a) An increase to the cost of supplying Goods or Services. If TT Electronics’ costs of supplying Goods or Services so increase, TT Electronics may, on notice to Purchaser, increase the price quoted, or stated in an accepted Order, for the Goods or Services to reflect such increase. Including, without limitation: (a) a rise in the cost of the labour, energy, material or other manufacturing input costs or costs of supply or shipment, incurred in making or supplying the Goods or Services; (b) any other factor beyond TT Electronics’ reasonable control (including changes in law or regulation, foreign exchange fluctuation, increase in taxes, tariffs or duties, inflation or Force Majeure Events); or (c) any delay caused by any instructions of Purchaser or failure of Purchaser to give TT Electronics adequate or accurate information or instructions; and/or

- (b) An increase to the lead times for Goods or Services. If the lead time on items or inputs required by TT Electronics to manufacture or supply the Goods or Services so increase, TT Electronics may, on notice to Purchaser, increase lead times quoted, or stated in an accepted Order, for the Goods or Services to reflect such increase.
- 15.3 **Independent Contractors:** The Parties hereto are independent contractors and nothing contained in the Contract 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.
- 15.4 **Assignment, Subcontracting:** Purchaser shall not assign or sub-contract any of its rights or obligations pursuant to the Contract without the prior written consent of TT Electronics. TT Electronics shall be permitted to subcontract, and to assign any of its rights or obligations pursuant to the Contract.
- 15.5 **Severability:** If any term of the Contract 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 the Contract 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 the Contract to achieve the same intended result.
- 15.6 **Entire Agreement:** The Contract 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. These Terms prevail over any of Purchaser's general terms and conditions of purchase regardless of whether or when Purchaser has submitted its Order or such terms. Fulfilment of Purchaser's Order does not constitute acceptance of any of Purchaser's terms and conditions and does not serve to modify or amend these Terms. Each Party acknowledges that, in entering into this Contract, 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 the Contract. This Section shall not be interpreted as excluding any liability for fraud.
- 15.7 **Variation:** No variation of the Contract shall be effective unless made in writing and signed by an authorized representative of the Parties.
- 15.8 **Third-Party Rights:** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 15.9 **Waiver:** No delay or failure of any party in exercising or enforcing any of its rights or remedies under the Contract shall operate as a waiver of those rights.
- 15.10 **Governing Law and Jurisdiction:** All matters arising out of or relating to this Contract shall be governed by and construed in accordance with the applicable laws of the State of Delaware, United States of America, without regard to conflict of laws principles. The Parties irrevocably and unconditionally agree that any legal suit, action or proceeding arising out of or relating to this Contract shall be instituted in the exclusive jurisdiction of the courts of the State of Delaware. Save that Supplier shall have the right to seek an order for payment, or delivery up of its Goods, in any country or US state it deems appropriate. The United Nations Convention for the International Sale of Goods shall not apply to this Contract.