

GENERAL PROVISIONS FOR SUBCONTRACTS/PURCHASE ORDERS

1. ACCEPTANCE OF CONTRACT/TERMS AND CONDITIONS

- (a) This Contract integrates, merges, and supersedes any prior offers, negotiations, and agreements concerning the subject matter hereof and constitutes the entire agreement between the parties.
- (b) SELLER's acknowledgment, acceptance of payment, or commencement of performance, shall constitute SELLER's unqualified acceptance of this Contract.
- (c) Unless expressly accepted in writing by Bomic Ltd, additional or differing terms or conditions proposed by SELLER or included in SELLER's acknowledgment are objected to by Bomic Ltd and have no effect.
- (d) The headings used in this Contract are inserted for the convenience of the parties and shall not define, limit, or describe the scope or the intent of the provisions of this Contract.

2. REQUIREMENTS

General Requirements

- 2.1. All purchase orders for goods and services are to be placed on Approved Suppliers. Exceptions to be authorised by the Bomic Ltd Director.
- 2.2. All purchase orders are to be placed subject to this standard Terms and Conditions, only deviations agreed and specifically referenced in the order text shall be binding. The Standard Terms and Conditions printed on the original order document can only be varied by Procurement, and must be authorised by a Director. Where non-standard T & Cs are required guidance shall be sought from the relevant commercial contact. For instances whereby a Customer's purchase conditions are required to be specifically reflected, the Commercial Function or the responsible manager shall, as a result of a Contract Review, inform Procurement accordingly.

Health, Safety and Environment (HS&E)

Seller will achieve this within the boundaries of a process that ensures an assessment has been undertaken, prior to the purchase of goods or services, of the risks from the supplier's business to the health and safety of employees, contractors, visitors etc and of the business's risks to the environment. The assessment will specify controls, required by seller, to mitigate unacceptable risks.

Social Responsibility

Bomic Ltd is committed to operating in a socially responsible manner. Suppliers of goods and services must comply with all relevant legislation and international standards (including the UN Global Compact Principles and International Labour Organisation (ILO) Conventions and Recommendations) in particular relation to: trading policy, child and forced labour, health and safety of workers, non-discrimination, employment law, human rights and bribery and corruption.

Bomic Ltd recognises the adverse impacts associated with the mining and trade of conflict minerals from the Democratic Republic of Congo (DRC) and adjoining countries (these minerals include Cassiterite, Wolframite and Columbite-Tantalite (also known as Coltan), which are ores that contain Tin, Tungsten and Tantalum respectively as well as Gold) and support the goal of Section 1502 of the Dodd Frank Act and the EICC Code of Conduct to mitigate hostilities and human rights abuses being largely perpetrated by armed groups who are funded by the trade of these "conflict minerals". Our supply chain will not knowingly source materials with suppliers who are known to be non-compliant with Section 1502 of the Dodd Frank Act, or have knowingly sourced conflict minerals that contribute to conflict in the DRC Region. We are working with our suppliers to conduct due diligence and implement policies and procedures such that they can provide all necessary information for Bomic Ltd to allow us to make proper and accurate disclosures as and when required. Bomic Ltd utilises supply chain verification processes such as the EICC/GeSI Due Diligence Tool and Conflict- Free Smelter programme to confirm that the minerals in our supply chain are derived from responsible sources." In particular, we expect our suppliers to comply with the following examples of best practice:-

- Freedom to choose employment
- Freedom of association with the right to collective bargaining being respected
- Safe and hygienic working conditions
- No usage of child labour
- Living wages should be paid
- Avoidance of excessive working hours
- Discrimination should not be practiced
- Regular employment should be provided

3. Ethics

Sellers must declare in writing to Bomic Ltd any actual or potential conflict of interest and must not:

- Use their position or authority for personal gain
- Procure goods or services from Bomic Ltd employees
- Procure goods or services from close personal friends or relatives
- Divulge confidential or sensitive information to any unauthorised persons
- Accept gifts
- Accept hospitality which may be deemed to have influenced a business decision
- Contravene any applicable legislation / regulations including the UK Bribery Act 2010

4. APPLICABLE LAWS

(a) This Contract and any matter arising out of or related to this Contract shall be governed by the laws of the country from which this contract is issued by Bomic Ltd, without regard to its conflicts of laws provisions. SELLER, in the performance of this contract, agrees to comply with all applicable local and federal laws, orders, rules, regulations, and ordinances. SELLER shall procure all licenses/permits, pay all fees, and other required charges and shall comply with all applicable guidelines and directives of any local and/or federal governmental authority.

(b) SELLER represents that each chemical substance constituting or contained in product sold or otherwise transferred to Bomic Ltd here under is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended and Uk Control of Substances Hazardous to Health Regulations 2002 (COSHH)

(c) SELLER shall provide to Bomic Ltd with each delivery any Material Safety Data Sheet applicable to the Work in conformance with and containing such information as required by the Occupational Safety and Health Act of 1970 and regulations promulgated thereunder, or its country approved counterpart.

5. ASSIGNMENT

Any assignment of SELLER's Contract rights or delegation of SELLER's duties shall be void, unless prior written consent is given by Bomic Ltd. Nevertheless, SELLER may assign rights to be paid amounts due, or to become due, to a financing institution if Bomic Ltd is promptly furnished a signed copy of such assignment reasonably in advance of the due date for payment of any such amounts. Amounts assigned shall be subject to setoff or recoupment for any present or future claims of Bomic Ltd against SELLER. Bomic Ltd shall have the right to make settlements and/or adjustments in price without notice to any assignee financing institution.

6. CHANGES

(a) The Bomic Ltd Procurement Representative may at any time, by written notice, and without notice to sureties or assignees, make changes within the general scope of this Contract in any one or more of the following: (i) drawings, designs, or specifications; (ii) method of shipping or packing; (iii) place of inspection, acceptance, or point of delivery; and (iv) delivery schedule.

(b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of this Contract, Bomic Ltd shall make an equitable adjustment in the Contract price and/or delivery schedule, and modify this Contract accordingly. Changes to the delivery schedule will be subject to a price adjustment only.

(c) SELLER must assert its right to an equitable adjustment under this clause within thirty (30) days from the date of receipt of the written change order from Bomic Ltd. If SELLER's proposed equitable adjustment includes the cost of property made obsolete or excess by the change, Bomic Ltd shall have the right to prescribe the manner of disposition of the property.

(d) Failure to agree to any adjustment shall be resolved in accordance with the "Disputes" clause of this Contract. However, nothing contained in this "Changes" clause shall excuse SELLER from proceeding without delay in the performance of this Contract as changed.

7. CONTRACT DIRECTION

- (a) Only the Bomic Ltd Procurement Representative has authority on behalf of Bomic Ltd to make changes to this contract. All amendments must be identified as such in writing and executed by the parties.
- (b) Bomic Ltd engineering and technical personnel may from time to time render assistance or give technical advice or discuss or effect an exchange of information with SELLER's personnel concerning the Work hereunder. No such action shall be deemed to be a change under the "Changes" clause of this Contract and shall not be the basis for equitable adjustment.
- (c) Except as otherwise provided herein, all notices to be furnished by SELLER shall be in writing and sent to the Bomic Ltd Procurement Representative.

8. COUNTERFEIT WORK

- (a) For purposes of this clause, Work consists of those parts delivered under this Contract that are the lowest level of separately identifiable items (e.g., articles, components, goods, and assemblies). "Counterfeit Work" means Work that is or contains items misrepresented as having been designed and/or produced under an approved system or other acceptable method. The term also includes approved Work that has reached a design life limit or has been damaged beyond possible repair, but is altered and misrepresented as acceptable.
- (b) SELLER shall not deliver Counterfeit Work to Bomic Ltd under this Contract.
- (c) SELLER shall only purchase products to be delivered or incorporated as Work to Bomic Ltd directly from the Original Component Manufacturer (OCM)/Original Equipment Manufacturer (OEM), or through an OCM/OEM authorized distributor chain.
Work shall not be acquired from independent distributors or brokers unless approved in advance in writing by Bomic Ltd.
- (d) SELLER shall immediately notify Bomic Ltd with the pertinent facts if SELLER becomes aware or suspects that it has furnished Counterfeit Work. When requested by Bomic Ltd, SELLER shall provide OCM/OEM documentation that authenticates traceability of the affected items to the applicable OCM/OEM.
- (e) This clause applies in addition to any quality provision, specification, statement of work or other provision included in this contract addressing the authenticity of Work. To the extent such provisions conflict with this clause, this clause prevails.
- (f) In the event that Work delivered under this Contract constitutes or includes Counterfeit Work, SELLER shall, at its expense, promptly replace such Counterfeit Work with genuine Work conforming to the requirements of this Contract. Notwithstanding any other provision in this Contract, SELLER shall be liable for all costs relating to the removal and replacement of Counterfeit Work, including without limitation Bomic Ltd costs of removing Counterfeit Work, of installing replacement Work and of any testing necessitated by the reinstallation of Work after Counterfeit Work has been exchanged. The remedies contained in this paragraph are in addition to any remedies Bomic Ltd may have at law, equity or under other provisions of this Contract.
- (g) SELLER shall include paragraphs (a) through (e) and this paragraph (g) of this clause or equivalent provisions in lower tier subcontracts for the delivery of items that will be included in or furnished as Work to Bomic Ltd.

9. DEFAULT

- (a) Bomic Ltd, by written notice, may terminate this Contract for default, in whole or in part, if SELLER (i) fails to comply with any of the terms of this Contract; (ii) fails to make progress so as to endanger performance of this Contract; (iii) fails to provide adequate assurance of future performance; (iv) files or has filed against it a petition in bankruptcy; or (v) becomes insolvent or suffers a material adverse change in financial condition. SELLER shall have ten (10) days (or such longer period as Bomic Ltd may authorize in writing) to cure any such failure after receipt of notice from Bomic Ltd. Default involving delivery schedule delays, bankruptcy or adverse change in financial condition shall not be subject to the cure provision.
- (b) Following a termination for default of this Contract, SELLER shall be compensated only for Work actually delivered and accepted. Bomic Ltd may require SELLER to deliver to Bomic Ltd any supplies and materials, manufacturing materials, and manufacturing drawings that SELLER has specifically produced or acquired for the terminated portion of this Contract. Bomic Ltd and SELLER shall agree on the amount of payment for these other deliverables.
- (c) Upon the occurrence and during the continuation of a default, Bomic Ltd may exercise any and all rights and remedies available to it under applicable law and equity, including without limitation, cancellation of this Contract. If after termination for default under this Contract, it is determined that SELLER was not in default, such termination shall be deemed a termination for convenience.
- (d) SELLER shall continue all Work not terminated or cancelled.

10. DEFINITIONS

The following terms shall have the meanings set forth below:

(a) "Contract" means the instrument of contracting, such as "Purchase Order", "PO", "Subcontract", or other such type designation, including these General Provisions, all referenced documents, exhibits, and attachments. If these terms and conditions are incorporated into a "master" agreement that provides for releases, (in the form of a Purchase Order or other such document) the term "Contract" shall also mean the release document for the Work to be performed.

(b) "Bomic Ltd" means Bomic Ltd, Company Reg No 5694272

(c) "Bomic Ltd Procurement Representative" means a person authorized by Bomic Ltd cognizant procurement organization to administer and/or execute this Contract.

(d) "SELLER" means the party identified on the face of this Contract with whom Bomic Ltd is contracting.

(e) "Work" means all required labor, articles, materials, supplies, goods, and services constituting the subject matter of this Contract.

11. DISPUTES

(a) All disputes under this Contract that are not disposed of by mutual agreement may be decided by recourse to an action at law or in equity. **Each party hereby irrevocably waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect to any litigation directly or indirectly arising out of under or in connection with this Contract.**

(b) Until final resolution of any dispute hereunder, SELLER shall diligently proceed with the performance of this Contract as directed by Bomic Ltd.

12. ELECTRONIC CONTRACTING

The parties agree that if this Contract is transmitted electronically neither party shall contest the validity of this Contract, or any acknowledgement thereof, on the basis that this Contract or acknowledgement contains an electronic signature.

13. EXPORT CONTROL

(a) SELLER agrees to comply with all applicable U.S. & UK export control laws and regulations, specifically including but not limited to the requirements of the Arms Export Control Act, 22 U.S.C.2751-2794, the International Traffic in Arms Regulations (ITAR), 22 C.F.R. 120 et seq., and the Export Administration Regulations, 15 C.F.R. 730-774; including the requirement for obtaining any export license or agreement, if applicable. Without limiting the foregoing, SELLER agrees that it will not transfer any export controlled item, data, or services, to include transfer to foreign persons employed by or associated with, or under contract to SELLER or SELLER's lower-tier suppliers, without the authority of an export license, agreement, or applicable exemption or exception.

(b) SELLER agrees to notify Bomic Ltd if any deliverable under this Contract is restricted by export control laws or regulations.

(c) SELLER shall immediately notify the Bomic Ltd Procurement Representative if SELLER is, or becomes, listed in any Denied Parties List or if SELLER's export privileges are otherwise denied, suspended or revoked in whole or in part by any U.S. or UK Government entity or agency.

(d) If SELLER is engaged in the business of either exporting or manufacturing (whether exporting or not) defence articles or furnishing defence services, SELLER represents that it is registered with the Directorate of Defence Trade Controls, as required by the ITAR, and it maintains an effective export/import compliance program in accordance with the ITAR.

(e) Where SELLER is a signatory under a Bomic Ltd export license or export agreement (e.g., TAA, MLA), SELLER shall provide prompt notification to the Bomic Ltd Procurement Representative in the event of changed circumstances including, but not limited to, ineligibility, a violation or potential violation of the ITAR, and the initiation or existence of a U.S. or UK Government investigation, that could affect SELLER's performance under this Contract.

(f) SELLER shall be responsible for all losses, costs, claims, causes of action, damages, liabilities and expense, including legal fees, all expense of litigation and/or settlement, and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this clause.

14. EXTRAS

Work shall not be supplied in excess of quantities specified in this Contract. SELLER shall be liable for handling charges and return shipment costs for any excess quantities.

15. FURNISHED PROPERTY

(a) Bomic Ltd may provide to SELLER property owned by either Bomic Ltd or its customer (Furnished Property). Furnished Property shall be used only for the performance of this Contract.

(b) Title to Furnished Property shall remain in Bomic Ltd or its customer. SELLER shall clearly mark (if not so marked) all Furnished Property to show its ownership.

(c) Except for reasonable wear and tear, SELLER shall be responsible for, and shall promptly notify Bomic Ltd of, any loss or damage. Without additional charge, SELLER shall manage, maintain, and preserve Furnished Property in accordance with good commercial practice.

(d) At Bomic Ltd request, and/or upon completion of this Contract, SELLER shall submit, in an acceptable form, inventory

lists of Furnished Property and shall deliver or make such other disposal as may be directed by Bomic Ltd

16. GRATUITIES/KICKBACKS

SELLER shall not offer or give a kickback or gratuity (in the form of entertainment, gifts, or otherwise) for the purpose of obtaining or rewarding favorable treatment as a Bomic Ltd supplier.

17. INDEPENDENT CONTRACTOR RELATIONSHIP

(a) SELLER is an independent contractor in all its operations and activities hereunder. The employees used by SELLER to perform work under this Contract shall be SELLER's employees exclusively without any relation whatsoever to Bomic Ltd.

(b) SELLER shall be responsible for and hold harmless Bomic Ltd and its customers from and against all losses, costs, claims, causes of action, damages, liabilities, and expenses, including lawyer fees, all expenses of litigation and/or settlement and court costs, arising from any act or omission of SELLER, its officers, employees, agents, suppliers, or subcontractors at any tier, in the performance of any of its obligations under this Contract.

18. INFORMATION OF Bomic Ltd

(a) Information provided by Bomic Ltd to SELLER remains the property of Bomic Ltd. SELLER agrees to comply with the terms of any proprietary information agreement with Bomic Ltd and to comply with all proprietary information markings and restrictive legends applied by Bomic Ltd to anything provided hereunder to SELLER. SELLER agrees not to use any Bomic Ltd provided information for any purpose except to perform this Contract and agrees not to disclose such information to third parties without the prior written consent of Bomic Ltd. SELLER shall maintain data protection processes and systems sufficient to adequately protect Bomic Ltd provided information and comply with any law or regulation applicable to such information.

(b) If SELLER becomes aware of any compromise of information provided by Bomic Ltd to SELLER, its officers, employees, agents, suppliers, or subcontractors (an "Incident"), SELLER will take appropriate immediate actions to investigate and contain the Incident and any associated risks, including prompt notification to Bomic Ltd soon after learning of the Incident. As used in this Section, "compromise" means that any information provided by Bomic Ltd has been exposed to unauthorized access, inadvertent disclosure, known misuse, loss, destruction, or alteration other than as required to perform the Work. SELLER will additionally provide its reasonable cooperation to Bomic Ltd in any investigation it may conduct regarding the nature and scope of any Incident. Any costs that may be incurred for remedial actions caused by an Incident shall be borne by SELLER.

(c) Any Bomic Ltd provided information identified as proprietary or subject to restrictions on public disclosure by law or regulation shall be encrypted (i) if transmitted via the Internet, or (ii) during electronic storage if potentially accessible by the Internet or otherwise by non-authorized users.

(d) The provisions set forth above are in addition to and do not alter, change or supersede any obligations contained in a proprietary information agreement between the parties.

19. INFORMATION OF SELLER

SELLER shall not provide any proprietary information to Bomic Ltd without prior execution of a proprietary information agreement by the parties.

20. INSPECTION AND ACCEPTANCE

- (a) Bomic Ltd and its customer may inspect all Work at reasonable times and places, including, when practicable, during manufacture and before shipment. SELLER shall provide all information, facilities, and assistance necessary for safe and convenient inspection without additional charge.
- (b) No such inspection shall relieve SELLER of its obligations to furnish and warrant all Work in accordance with the requirements of this Contract. Bomic Ltd final inspection and acceptance shall be at destination.
- (c) If SELLER delivers non-conforming Work, Bomic Ltd may, in addition to any other remedies available at law or at equity:
- (i) accept all or part of such Work at an equitable price reduction; or (ii) reject such Work; or (iii) require SELLER, at SELLER's cost, to make all repairs, modifications, or replacements at the direction of Bomic Ltd necessary to enable such Work to comply in all respects with Contract requirements.
 - (d) SELLER shall not re-tender rejected Work without disclosing the corrective action taken.

21. INSURANCE/ENTRY ON BOMIC LTD FACILITIES

- (a) In the event that SELLER, its employees, agents, or subcontractors enter the site(s) of Bomic Ltd or its customers for any reason in connection with this Contract then SELLER and its subcontractors shall maintain for the performance of this Contract workers compensation, commercial general liability (CGL) and automobile liability (AL) (third party bodily injury and property damage liability) insurance with a minimum of £500,000 per occurrence limit and such other insurance as Bomic Ltd may require. SELLER shall provide Bomic Ltd thirty (30) days advance written notice prior to the effective date of any cancellation or change in the term or coverage of any of SELLER's required insurance, provided however such notice shall not relieve SELLER of its obligations to maintain the required insurance. SELLER shall name Bomic Ltd as an additional insured to the CGL and AL policies for the duration of this Contract. If requested, SELLER shall provide Bomic Ltd with a "Certificate of Insurance" evidencing SELLER's compliance with these requirements. Insurance maintained pursuant to this clause shall be considered primary as respects the interest of Bomic Ltd and is not contributory with any insurance which Bomic Ltd may carry. "Subcontractor" as used in this clause shall include SELLER's subcontractors at any tier. SELLER's obligations for maintaining insurance coverages herein are freestanding and are not affected by any other language in this Contract.
- (b)(1) SELLER'S personnel, including SELLER'S subcontractors, shall comply with all Bomic Ltd security, safety, rules of conduct, badging and personal identity, and related requirements while on Bomic Ltd premises. In addition, prior to entry on Bomic Ltd premises, SELLER shall coordinate with Bomic Ltd to gain access to facilities. SELLER shall provide information reasonably required by Bomic Ltd to ensure proper identification of personnel, including but not limited to verification of citizenship, lawful permanent resident status, protected individual or other status. Bomic Ltd may, at its sole discretion, have SELLER remove any specified employee of SELLER from Bomic Ltd premises and request that such employee not be reassigned to any Bomic Ltd premises under this Contract.
- (2) SELLER personnel requiring unescorted access to sites of Bomic Ltd or its customers shall, prior to entry, be screened by SELLER at no charge to Bomic Ltd.
- (c) SELLER shall defend, indemnify and hold harmless Bomic Ltd, its officers, employees, and agents from any losses, costs, claims, causes of action, damages, liabilities, and expenses, including lawyer fees, all expenses of litigation and/or settlement, and court costs, by reason of property damage or loss or personal injury to any person caused in whole or in part by the actions or omissions of SELLER, its officers, employees, agents, suppliers, or subcontractors.**

22. INTELLECTUAL PROPERTY

Paragraph (a) is NOT applicable for commercial off-the-shelf Work unless such Work is modified or redesigned pursuant to this Contract.

- (a) SELLER agrees that Bomic Ltd shall be the owner of all inventions, technology, designs, works of authorship, mask works, technical information, computer software, business information and other information conceived, developed or otherwise generated in the performance of this Contract by or on behalf of SELLER. SELLER hereby assigns and agrees to assign all right, title, and interest in the foregoing to Bomic Ltd, including without limitation all copyrights, patent rights and other intellectual property rights therein and further agrees to execute, at Bomic Ltd request and expense, all documentation necessary to perfect title therein in Bomic Ltd. SELLER agrees that it will maintain and disclose to Bomic Ltd written records of, and otherwise provide Bomic Ltd with full access to, the subject matter covered by this clause and that all such subject matter will be deemed information of Bomic Ltd and subject to the protection provisions of the clause entitled

"Information of Bomic Ltd". SELLER agrees to assist Bomic Ltd, at Bomic Ltd's request and expense, in every reasonable way, in obtaining, maintaining, and enforcing patent and other intellectual property protection on the subject matter covered by this clause.

(b) SELLER warrants that the Work performed or delivered under this Contract will not infringe or otherwise violate the intellectual property rights of any third party in the United States or any foreign country. SELLER agrees to defend, indemnify, and hold harmless Bomic Ltd and its customers from and against any claims, damages, losses, costs, and expenses, including reasonable Lawyer fees, arising out of any action by a third party that is based upon a claim that the Work performed or delivered under this Contract infringes or otherwise violates the intellectual property rights of any person or entity.

(c) To the extent that any pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials are used, included, or contained in the Work or deliverable items and not owned by Bomic Ltd pursuant to this or a previous agreement with SELLER, SELLER grants to Bomic Ltd an irrevocable, nonexclusive, world-wide, royalty-free license to: (i) make, have made, sell, offer for sale, use, execute, reproduce, display, perform, distribute (internally or externally) copies of, and prepare derivative works based upon, such pre-existing inventions, technology, designs, works of authorship, mask works, technical information, computer software, and other information or materials and derivative works thereof; and (ii) authorize others to do any, some or all of the foregoing.

(d) The tangible medium storing all reports, memoranda or other materials in written form including machine readable form, prepared by SELLER and furnished to Bomic Ltd pursuant to this Contract shall become the sole property of Bomic Ltd

23. NEW MATERIALS

The Work to be delivered hereunder shall consist of new materials, not used, or reconditioned, remanufactured, or of such age as to impair its usefulness or safety.

24. PACKING AND SHIPMENT

(a) Unless otherwise specified, all Work is to be packed in accordance with good commercial practice.

(b) A complete packing list shall be enclosed with all shipments. SELLER shall mark containers or packages with necessary lifting, loading, and shipping information, including the Bomic Ltd Contract number, item number, dates of shipment, and the names and addresses of consignor and consignee. Bills of lading shall include this Contract number.

(c) Unless otherwise specified, delivery shall be FOB Place of Shipment.

25. PAYMENTS, TAXES, AND DUTIES

(a) Unless otherwise provided, terms of payment shall be net thirty (30) days from the latest of the following: (1) Bomic Ltd's receipt of SELLER's proper invoice; (2) scheduled delivery date of the Work; or (3) actual delivery of the Work.

(b) Each payment made shall be subject to reduction to the extent of amounts which are found by Bomic Ltd or SELLER not to have been properly payable, and shall also be subject to reduction for overpayments. SELLER shall promptly notify Bomic Ltd of any such overpayments and remit the amount of the overpayment except as otherwise directed by Bomic Ltd.

(c) Bomic Ltd shall have a right to recoup or setoff, as the case may be, against payments due or at issue under this Contract or any other contract between the parties.

(d) Payment shall be deemed to have been made as of the date of mailing Bomic Ltd payment or electronic funds transfer.

(e) Unless otherwise specified, prices include all applicable federal, state and local taxes, duties, tariffs, and similar fees imposed by any government, all of which shall be listed separately on the invoice.

26. PRECEDENCE

Any inconsistencies in this Contract shall be resolved in accordance with the following descending order of precedence: (1) Face of the Purchase Order and/or Task Order, release document, or schedule, (including any continuation sheets), as applicable, including any special terms and conditions; (2) this CorpDoc; and (3) the Statement of Work.

27. QUALITY CONTROL SYSTEM

(a) SELLER shall provide and maintain a quality control system to an industry recognized Quality Standard and in compliance with any other specific quality requirements identified in this Contract.

(b) Records of all quality control inspection work by SELLER shall be kept complete and available to Bomic Ltd and its customers.

28. RELEASE OF INFORMATION

Except as required by law, no public release of any information, or confirmation or denial of same, with respect to this Contract or the subject matter hereof, will be made by SELLER or its subcontractors without the prior written approval of Bomic Ltd.

SELLER shall not use "Bomic Ltd," or any other trademark or logo owned by Bomic Ltd in whatever shape or form, without the prior written consent of Bomic Ltd.

29. RETENTION OF RECORDS

Unless a longer period is specified in this Contract or by law or regulation, SELLER shall retain all records related to this Contract for eleven (11) years from the date of final payment received by SELLER. Records related to this Contract include, but are not limited to, financial, proposal, procurement, specifications, production, inspection, test, quality, shipping and export, and certification records.

At no additional cost, SELLER shall timely provide access to such records to the US or UK Government and/or Bomic Ltd upon request.

30. SEVERABILITY

Each clause, paragraph and subparagraph of this Contract is severable, and if one or more of them are declared invalid, the remaining provisions of this Contract will remain in full force and effect.

31. STOP WORK

(a) SELLER shall stop Work for up to ninety (90) days in accordance with any written notice received from Bomic Ltd, or for such longer period of time as the parties may agree and shall take all reasonable steps to minimize the incurrence of costs allocable to the Work during the period of Work stoppage.

(b) Within such period, Bomic Ltd shall either terminate in accordance with the provisions of this Contract or continue the Work by written notice to SELLER. In the event of a continuation, an equitable adjustment in accordance with the principles of the "Changes" clause shall be made to the price, delivery schedule, or other provision(s) affected by the Work stoppage, if applicable, provided that the claim for equitable adjustment is made within thirty (30) days after date of notice to continue.

32. SURVIVABILITY

If this Contract expires, is completed, or is terminated, SELLER shall not be relieved of those obligations contained in the following clauses:

Applicable Laws

Counterfeit Work

Disputes

Electronic Contracting

Export Control

Independent Contractor Relationship

Information of Bomic Ltd

Insurance/Entry on Bomic Ltd Property

Intellectual Property

Release of Information

Retention of Records

Warranty

33. TERMINATION FOR CONVENIENCE

- (a) Bomic Ltd reserves the right to terminate this Contract, or any part hereof, for its convenience. In the event of such termination, Bomic Ltd shall terminate by delivering to SELLER a Notice of Termination specifying the extent of termination and the effective date. SELLER shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this Contract, SELLER shall be paid a percentage of the Contract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges SELLER can demonstrate to the satisfaction of Bomic Ltd using its standard record keeping system have resulted from the termination. SELLER shall not be paid for any Work performed or costs incurred which reasonably could have been avoided.
- (b) In no event shall Bomic Ltd be liable for lost or anticipated profits, or unabsorbed indirect costs or overhead, or for any sum in excess of the total Contract price. SELLER's termination claim shall be submitted within ninety (90) days from the effective date of the termination.
- (c) SELLER shall continue all Work not terminated.

33. TIMELY PERFORMANCE

- (a) SELLER's timely performance is a critical element of this Contract.
- (b) Unless advance shipment has been authorized in writing by Bomic Ltd, Bomic Ltd may store at SELLER's expense, or return, shipping charges collect, all Work received in advance of the scheduled delivery date.
- (c) If SELLER becomes aware of an impending labor dispute involving SELLER or any lower tier subcontractor, or any other difficulty in performing the Work, SELLER shall timely notify Bomic Ltd, in writing, giving pertinent details. This notification shall not change any delivery schedule.
- (d) In the event of a termination for convenience or change, no claim will be allowed for any manufacture or procurement in advance of SELLER's normal flow time unless there has been prior written consent by Bomic Ltd.

34. TRAVEL COSTS

- (a) All travel incurred by SELLER in the performance of this Contract is included within the Contract price and shall not be separately reimbursed by Bomic Ltd unless such travel is expressly authorized in writing in advance by Bomic Ltd Procurement Representative.

35. WAIVERS, APPROVALS, AND REMEDIES

- (a) Failure by either party to enforce any of the provisions of this Contract or applicable law shall not constitute a waiver of the requirements of such provisions or law, or as a waiver of the right of a party thereafter to enforce such provision or law.
- (b) Bomic Ltd approval of documents shall not relieve SELLER of its obligation to comply with the requirements of this Contract.

36. Counterfeit Parts

Counterfeit work means work that us or contains items that are unlawful, or unauthorised reproduction, substitution, or alteration that has knowingly mismarked, misidentified, or otherwise misrepresented to be an authentic, unmodified part from the original authorised manufacturer, are used parts represented as new, or have false identification of part number, lot number, date code, or performance characteristic.

The supplier shall establish, implement, and maintain a Counterfeit Parts Prevention plan. The purpose if this shall be to prevent delivery of counterfeit product.

The supplier agrees and shall ensure counterfeit work is not delivered to Bomic Ltd.

The supplier shall purchase product to be delivered or incorporated to Bomic Precision Engineering Ltd directly from Original Manufacturers, End User Approved Sources, or OEM Authorised Distributers where possible.

The supplier shall immediately inform Bomic Ltd of all pertinent facts if seller becomes aware of or suspects that it has furnished Counterfeit Work to Bomic Ltd.

37.Product Safety

The supplier will follow guidance provided in MSDS for materials where applicable.

Where product has a battery fitted, the battery should be removed before ESS Testing occurs.

All test equipment used during manufacturing process, where required, must be calibrated to national standards. Calibration certificates to be made available for inspection and audit purposes.

38.Quality Management System

The Supplier shall Implement a quality management system which is certified to no less than ISO 9001 by a UKAS accredited body.

39.Awareness

The supplier shall ensure that personnel are aware of

- their contribution to product and service conformity
- their contribution to product safety
- the importance of ethical behaviour and conducting themselves in a professional and honest manner

Amendment record – created 16.01.14

Sec 36 - 39 added ref AS9100 D requirements S, Wilkins 02.11.17