



## TERMS AND CONDITIONS OF PURCHASE

**General Terms and Conditions of Purchase of TxV Aerospace Composites, LLC doing business as Victrex (“Terms”).  
(February 2026 Edition)**

**The following Terms are incorporated by reference into the Contract (as defined below).**

### **1. DEFINITIONS** - In these Terms:

“**Applicable Law(s)**” means all and regulations, and all applicable federal and/or state laws, regulations, regulatory and/or professional rules, policies, standards, guidelines, codes of practice and/or trade association codes of ethics, in each case which are from time to time in force.

“**Directed Supplier**” means any Seller from which Victrex has been directed, requested or recommended to procure Goods by a Victrex customer and/or the ultimate Original Equipment Manufacturer (“**OEM**”) customer, or when, due to a customer’s product description, specification or other limitation, Victrex is limited to such Seller for the Goods required.

“**Goods**” means the goods, materials, components, Tooling, intermediate assemblies, work in process and end products ordered by Victrex from Seller hereunder and/or any of them (as described in any Specification);

“**Group**” means in relation to a party, that party, each and any subsidiary, affiliate or parent and each and any affiliate or subsidiary of a parent of that party;

“**Purchase Order**” means a document issued by Victrex to Seller describing Goods and/or Services to be purchased by Victrex, price, delivery location, Specifications, and/or other requirements applicable to a purchase of Goods by

“**Seller**” means the person, firm or company to whom Victrex’s Purchase Order is addressed and who is to manufacture, supply, procure and/or deliver Goods and/or Services to or for Victrex;

“**Services**” means the work and/or services as ordered by Victrex from the Seller hereunder, and/or any of them;

“**Specifications**” mean the drawings, raw material specifications, notes, documents, technical details, testing and/or acceptance criteria, and other information describing the Goods and/or Services;

“**Tooling**” means all tooling including, without limitation, all designs, tools, jigs, dies including cavity dies, gauges, molds, forgings, castings, fixtures, templates, patterns and drawings with all related appurtenances, accessions, accessories, modifications, repairs, refurbishments and replacements thereof; and

“**Victrex**” means TxV Aerospace Composites, LLC doing business as Victrex, 55 Broadcommon Rd. Unit 2, Bristol, RI 02809 USA.

### **2. ACCEPTANCE; ENTIRE AGREEMENT**

2.1 These Terms automatically apply to and are a part of all Purchase Orders and amendments thereto, purchase agreements, supply agreements or similar documents issued to Seller by Victrex (collectively referred to as a “**Contract**”). Each Purchase Order issued by Victrex to Seller constitutes an offer by Victrex to purchase the Goods and/or Services at the prices stated in the Purchase Order and upon these Terms. It shall be the complete and exclusive statement of such offer and agreement and is not an acceptance of Seller’s quotation or other document. Reference in a Contract to any such quotation or proposal shall not constitute an addition to or a modification of any of the terms and conditions of a Contract, except that a specific item of a quotation or proposal referenced and adopted by a Contract may be included in a Contract and does not constitute adoption of any other portion of the quotation or proposal.



- 2.2 A Purchase Order shall be deemed accepted by Seller on the earlier of: (i) the date on which Seller issues a written acceptance of the Purchase Order (whether by electronic means or otherwise); or (ii) Seller commencing performance, including doing any act consistent with accepting the Purchase Order such as preparing to provide the Goods or Services and/or delivery of any Goods to Victrex.
- 2.3 Acceptance of a Purchase Order implies acceptance of these Terms, which shall override any terms and conditions issued and/or attached to the supply of the Goods and/or Services by Seller, and no addition to or variations of these Terms shall be made (and if made shall not be valid) unless agreed to in writing by Victrex. The Purchase Order is limited to and conditional upon Seller's acceptance of these Terms exclusively. Unless it accepts them in a signed writing, Victrex specifically objects to any terms or conditions issued by Seller that are different from or in addition to these Terms.
- 2.4 These Terms apply to all Sellers under a Contract including, without limitation, any Seller that is a Directed Supplier. Each Seller that is a Directed Supplier acknowledges the applicability of these Terms and agrees to be bound by them.
- 2.5 The Contract, together with any written agreement incorporating its terms, and the attachments, exhibits, supplements or other terms of Victrex specifically referenced therein, constitutes the entire agreement between the parties with respect to the matters contained in the Contract and supersedes all prior or contemporaneous or oral agreements, representations and/or communications.

### **3. SCHEDULING; DURATION**

- 3.1 Unless agreed in writing by Victrex, Seller shall comply in all respects with Victrex's delivery and logistics requirements, as set out in the Purchase Order as amended and updated from time to time. Time is of the essence, and deliveries must be made in both the quantities and at the times specified in Victrex's Purchase Order. Seller shall give immediate notice to Victrex of any foreseeable or anticipated delay.
- 3.2 Seller shall not provide any services, fabricate or assemble any Goods, procure required materials, nor ship any Goods, except to the extent specifically authorized by a Contract or by a Purchase Order. Seller shall maintain at its expense and risk components, materials and finished Goods necessary to assure a continued supply of Goods. Victrex shall have no liability for payment of Goods delivered to Victrex which are in excess of the quantity stipulated on the Purchase Order (- / + 5%). Victrex may return shipments in excess of quantities released or ordered to Seller at Seller's expense for all packing, handling, sorting and transportation charges.
- 3.3 A Purchase Order may be modified by Victrex at any time to the extent not contrary to specific terms of a Contract. Victrex may temporarily suspend delivery or modify delivery dates stipulated in the Purchase Order and/or Contract.
- 3.4 A reference to quantities of production Goods included in a Purchase Order or Contract for tooling or other non-production Goods, is to obtain a warranty of performance of the Goods to be produced with the non-production Goods, and is not an obligation for the issuance of a Contract for any production Goods or for a particular quantity of production Goods. A reference in a Contract to a minimum or maximum quantity of production of Goods is a warranty by Seller of its commitment to maintain the indicated capacity and production levels, and is not a guarantee of a quantity of Goods to be ordered by Victrex. Seller is responsible for any costs incurred to comply with the Purchase Order, regardless of estimated quantities, including but not limited to costs to increase capacity above estimated or maximum quantities. Seller shall maintain production and delivery capacity so that deliveries can be made in accordance with the Purchase Order. Seller shall immediately inform Victrex if there is any risk of deviation from the Purchase Order (including but not limited to potential labor disputes) and shall take all available measures to avoid such deviation. Seller is aware that the actual need for the Goods may be driven by the requirements of Victrex's customer and/or the OEM and that Seller must remain flexible to adjust to these and other contingencies.
- 3.5 If Seller's acts or omissions result in or are likely to result in Seller's failure to meet Victrex's delivery requirements as stated



in the Purchase Order or otherwise, and Victrex requires a more expeditious method of transportation for the Goods than the transportation method originally specified by Victrex, Seller will be solely responsible for all costs and expenses associated with such expedited shipments.

3.6 If no specific period or expiration date is stated in a Contract, it shall continue for the life of the project or programs for which the Goods are to be used in production or resold by Victrex, including for service parts, or until otherwise terminated as provided by these Terms or a specific provision in a Contract. Expiration or termination of a Contract shall not affect warranty, non-disclosure, and other obligations which by their nature may continue beyond an obligation to provide the Goods. If a specific term is stated in a Contract it shall continue for such period and then expire.

#### **4. PACKAGING; SHIPPING**

4.1 Unless agreed otherwise in writing by Victrex, Seller will comply, in all respects, with Victrex's shipping and packaging requirements as amended or updated from time to time and as incorporated into the Contract by reference. Unless otherwise provided in the Contract, any charges or costs relating to handling, packaging, storage or transportation of goods are borne by Seller and have been included in the piece price of the Goods as set forth herein.

4.2 Seller will properly pack, mark and ship Goods in accordance with the requirements of Victrex, the involved carriers, Victrex's customer, and the laws and regulations of the country of manufacture, the country of destination and any country which the Goods will be transported including without limitation, laws and regulations governing the handling of transportation of dangerous goods or hazardous materials.

4.3 Seller shall (i) route shipments in accordance with Victrex's instructions and the terms and conditions stated in the Contract; (ii) provide with each shipment packaging slips with the Purchase Order number and date of shipment marked thereon; (iii) promptly forward the original bill of lading or other shipping documents for each shipment in accordance with Victrex's instructions; and (iv) include on bills of lading or other shipping documents the correct classification of the Goods. The marks on each package and identification of the Goods on packing slips, bills of lading and invoices (when required) must be sufficient to enable Victrex to easily identify the Goods purchased.

4.4 Material certification must be received with each shipment of Goods. Failure to provide material certification with a particular shipment of Goods may result in rejection of that particular shipment or quarantine of that particular shipment until material certification is provided. Seller is responsible for supplying all safety data sheets, certificates of conformance and the like for the Goods and ensuring that all such documentation is maintained to current dates, as deemed necessary by Victrex. The above information will be included with each delivery by Seller to Victrex.

#### **5. FLOW-THROUGH OF CUSTOMER TERMS**

5.1 In the event the Goods are or will be sold, or incorporated into goods that are or will be sold by Victrex to an OEM whether directly or indirectly through an upper tier supplier, or any other third-party customer ("**Victrex's Customer**"), Seller shall take all steps and actions as directed by Victrex to enable Victrex to meet Victrex's obligations under the applicable terms, conditions and requirements of Victrex's Customer, which terms, conditions and requirements shall flow through Victrex and shall bind Seller. Those terms, conditions and requirements shall include, without limitation, delivery, packaging, labelling, warranties, warranty periods, intellectual property rights, indemnification, confidentiality, access to facilities and records, insurance and replacement and service parts. Seller shall be responsible for ascertaining Victrex's Customer's terms that



may affect Seller's obligations hereunder and agrees to be bound to such Victrex's Customer's terms. In the event of a conflict between Victrex's Customer's terms and the provisions of the Contract, Victrex shall have the right to have the provisions of the Victrex's Customer's terms prevail to the extent necessary or desirable to resolve such conflict.

5.2 In the event the Seller is a Directed Supplier, unless otherwise expressly agreed to by Victrex: (a) Victrex will pay Seller for the Goods only after Victrex's receipt of payment from the Victrex Customer for those Goods (but with payment terms no less than Victrex's normal payment terms); and (b) any price reduction negotiated between Seller and Victrex's Customer shall be reflected in a price adjustment to Victrex.

## **6. CHANGES**

6.1 Victrex may at any time by a written order make changes to the Contract requirements, including, but not limited to, changes to: (a) drawings, designs or specifications where the Goods to be furnished are specifically manufactured for Victrex in accordance therewith; (b) testing or quality control; (c) quantities of Goods; (d) method or shipment or packing; (e) place of delivery; and/or (f) the amount of Victrex-furnished property.

6.2 Seller shall consider and promptly advise Victrex of any actual or potential impact of a change on: (i) the system or assembly in which the Goods are used; and (ii) on the cost of the Goods (higher or lower) or time for performance. Any request by Seller to adjust the price or time for performance shall be requested by Seller in writing, with all supporting documentation, within ten days of receipt of Victrex's written notice of requested change. Time is of the essence for such request. Victrex shall issue a Contract amendment promptly if it agrees with the request. Notwithstanding anything to the contrary, if adjusted, the price shall be adjusted solely to compensate Seller for increased costs of materials and other direct production costs (excluding overhead and profit) necessarily incurred as a result of the changes, and the terms for performance shall be adjusted only for the period actually required to comply with the changes. Seller shall diligently perform a Contract and all changes while its request is being evaluated and during any period of dispute regarding Victrex's requested adjustments. Any request by Seller for adjustment to time for performance or price under a Contract must be solely and directly the result of the change directed by Victrex, and any notice of such request shall be effective only if accompanied by all relevant information sufficient for Victrex to verify such request. Victrex shall have the right to audit all relevant records, facilities, work or materials of Seller to verify any request. Nothing in this subsection shall excuse Seller from performing promptly in accordance with a Contract as changed by Victrex.

6.3 Without the prior written approval of Victrex, Seller shall not make any changes to any Contract or the Goods covered by a Contract, including, without limitation, changing: (i) any third party supplier to Seller of services, raw materials or goods used by Seller in connection with its performance under a Contract, (ii) the facility from which Seller or its supplier operates, (iii) the price of any of the Goods covered by a Contract, (iv) the nature, type or quality of any services, raw materials or goods used by Seller or its suppliers in connection with a Contract; (v) the fit, form, function, appearance, performance of any Goods covered by a Contract; or (vi) the production method, or any process or software used in the production or provision of any Goods under a Contract. Any changes by Seller to any Contract or the Goods covered by a Contract without the prior approval by Victrex on the face of a Contract amendment or in a signed writing by Victrex's Purchasing Manager or officer, shall constitute a material breach of a Contract.

## **7. COUNTERFEIT PARTS**



- 7.1 For the purposes of this section, "Counterfeit Parts" shall mean the Goods, or part within the Goods (collectively in this section "Item(s)"), that is a copy or substitute without legal right or authority to do so, or one whose material, origin, performance, or characteristics are knowingly misrepresented by the Seller or Seller's sub-tier. Examples of Counterfeit Parts include, but are not limited to Items, which: (i) have been used, refurbished or reclaimed, but represented as new; (ii) have different package style or surface plating/finish than the ordered Items; (iii) have not successfully completed full production and test flow and protocols, but are represented as completed; (iv) are sold with modified labelling or markings intended to misrepresent the Item's form, fit, function, characteristics or grade. Items which have been refinished, and have been identified as such, are not considered counterfeit.
- 7.2 Seller shall prevent the use of Counterfeit Parts under a Contract and Seller shall obtain counterfeit goods prohibition in contracts with its sub-tier vendors.
- 7.3 If Counterfeit Parts are furnished under a Contract and are found in any of the Goods delivered hereunder, such items will be impounded by Victrex. Seller shall promptly replace such Counterfeit Parts with parts acceptable to Victrex and Seller shall be liable for all costs relating to the removal and replacement of said parts, including without limitation Victrex's external and internal costs of removing such Counterfeit Parts. Victrex's remedies described herein shall not be limited by any other clause which is agreed upon between Victrex and Seller in a Contract. Victrex will not return any Counterfeit Parts or suspected Counterfeit Parts to Seller, as they must be controlled to prevent re-entry into the supply chain. Victrex may turn such parts over to its customer and/or authorities, including without limitation relevant governmental, regulatory, customs or law enforcement authorities for further investigation. Seller agrees that any government or quasi-government directive, such as a GIDEP alert indicating that such parts are counterfeit, shall be deemed definitive evidence that Seller's parts contain Counterfeit Parts.

## **8. SELLER QUALITY AND DEVELOPMENT PRODUCTION PART APPROVAL PROCESS (PPAP); REQUIRED PROGRAMS**

- 8.1 Seller shall establish and maintain a quality control system acceptable to Victrex and (as applicable) of Victrex's Customer for the Goods and/or Services purchased under a Contract. Seller shall permit Victrex and Victrex's Customer to review procedures, practices, processes and related documents to determine such acceptability.
- 8.2 Seller shall be held responsible for any and all costs associated with quality issue investigation, containment and remedial measures on account of Goods provided by Seller to Victrex which fail to meet quality standards.
- 8.3 Seller is responsible for the quality of all sub-tier providers of Goods. Seller must assure that all Goods provided to Victrex conform to all Specifications, standards, drawings, samples and descriptions, including, without limitation, as to quality, performance, fit, form, function and appearance, under the Contract.
- 8.4 Seller will also participate in supplier quality and development programs of Victrex as directed by Victrex. Seller agrees to meet the full requirements of industry PPAP as specified by Victrex and (as applicable) Victrex Customer(s) and agrees to present this information to Victrex on request, at the level requested.
- 8.5 To the extent the Goods include related Services provided by Seller (or its employees, agents, representatives, or designees), Seller shall perform all Services in accordance with the highest standards of professional and ethical competence and integrity in Seller's industry and shall ensure that all employees assigned to perform any Services under any Contract will conduct themselves in a manner consistent therewith. Seller shall perform all Services in a diligent, prompt and professional



manner by individuals with the necessary knowledge, skills, expertise and training to provide the Services. In performing the Services, Seller shall comply with all applicable federal, state, local and foreign laws, statutes, regulations and orders and with all reasonable policies and procedures of Victrex. Seller shall provide Victrex with reasonable access to persons performing Services under any Contract and shall promptly replace any such person that Victrex considers unfit or otherwise unsatisfactory. In the event that any employees of Seller are physically located on Victrex's premises, Seller shall cause such employees located on Victrex's premises to sign and deliver to Victrex a confidentiality agreement reasonably acceptable to Victrex.

## **9. PRICING; INVOICING; PREMIUM FREIGHT; TITLE**

- 9.1 Prices for the Goods listed on the Purchase Order are firm for the life of the program and not subject to increase for any reason, including without limitation, any increase based upon changes in the price or cost of raw materials, components, tariffs, taxes, currency valuation, fuel, energy, labor or overhead, regardless of whether such changes were foreseeable at the time the Contract is formed. Seller warrants that the prices for the Goods are, and shall ensure that such prices remain, not less favorable to Victrex than the prices currently extended to any other customers of the Seller for the same, or substantially similar goods in the same, or substantially similar quantities, and delivery requirements. If Seller reduces the prices of such same or substantially similar goods during the term of the Contract, Seller shall reduce the prices of the Goods correspondingly. Seller will participate in Victrex's cost savings and productivity programs and implement its own cost savings and productivity programs. Except as expressly stated in the Purchase Order under the heading "Freight," the price of Goods includes storage, handling, packaging and all other expenses and charges of Seller. Title to the Goods will transfer to Victrex free from any liens, claims, encumbrances, interests or other rights at the moment the risk of loss transfers from Seller to Victrex with respect to such Goods in accordance with the Incoterm or alternate delivery terms set forth in the Purchase Order. If no delivery term is stated in a Purchase Order, the default delivery term is DDP Victrex (Incoterms 2010).
- 9.2 Each invoice must comply with Applicable Law, if any, and include the following information regarding the corresponding shipment of Goods: (a) amount due (in the currency specified in the Contract); (b) location of delivery or performance; (c) shipment or delivery information; (d) if applicable, purchase order number; (e) if applicable, the intra-EU VAT number; and (f) net weight of the Goods. Victrex may reject any invoice that is inaccurate or does not conform to these requirements, and Seller will promptly reissue any such rejected invoice. Victrex's failure to reject an invoice does not constitute Victrex acceptance of the invoice or the Goods to which such invoice pertains. It is the Seller's responsibility to ensure that all of its invoices on all programs are correct. If the Seller discovers a *bona fide* error on invoice amounts, Victrex shall only pay a retroactive adjustment of up to a maximum of 90 days prior to when said error was discovered ("**Adjustment Period**"). Seller shall bear any loss for invoicing errors outside of this Adjustment Period.
- 9.3 The total price also includes all duties and taxes except for any value added tax (VAT) imposed by a non-USA jurisdiction. Victrex is not responsible for any business activity taxes, payroll taxes or any other taxes assessed or imposed on Seller's income or assets.
- 9.4 Seller will pay all premium freight costs over normal freight costs if Seller needs to use an expedited shipping method to meet agreed delivery dates due to Seller's own acts or omissions. Seller will pay any costs incurred by Victrex, including costs charged by Victrex Customer(s) to Victrex, as a result of Seller's failure to fulfil all shipping or delivery requirements.



- 9.5 All right title and interest in the Goods created or acquired by Seller in relation to this Contract shall vest in Victrex and Seller hereby assigns to Victrex with full title guarantee and free of third party rights all right title and interest it has now or may acquire during the term of the Contract in any such Goods.
- 9.6 Victrex shall have access to Seller's premises, prior and subsequent to payment to inspect work performed and to verify charges submitted to Seller against the Purchase Order or amendment. The price set forth in the Purchase Order or amendment will be adjusted so as to credit Victrex in amount, if any, by which the price exceeds Seller's actual cost as verified. Seller further agrees to retain all costs records for a period of two years after receiving final payment of the charges. Unless otherwise agreed in writing by Victrex, all Goods are to be made to Victrex's Specifications (or where directed by Victrex, those of Victrex's Customer).

## **10. TERMS OF PAYMENT**

- 10.1 Unless otherwise stated in the Contract or agreed in writing by Victrex beforehand, payment will be made on a Net 60 day basis following receipt of a valid invoice.
- 10.2 Invoices for tooling must be issued only as approved and as provided in the Contract. Invoices for tooling will be paid on a Net 60 day basis. In the event that Victrex requires a PPAP submission, invoices will only be paid when accompanied by a signed PPAP Approval Form, submitted in accordance with the requirements of AS9145.
- 10.3 Payments may be made electronically (including, without limitation, by bank transfer or recorded bill of exchange, where applicable). Where Victrex has reasonable grounds to believe the Goods may be subject to any liens, claims or encumbrances, Victrex may withhold payment pending receipt of evidence, in such form and detail as Victrex may direct, that such Goods are free of any liens, claims and encumbrances. Any charges incurred by Victrex Customer to Victrex as relates to the Goods provided by Seller under the Contract will automatically be transferred to Seller as a flow through, until such time as fault may be determined.

## **11. SET-OFF; RECOUPMENT**

In addition to any right of setoff or recoupment provided by law, all amounts due to Seller will be considered net of indebtedness of Seller and each member of Seller's Group to Victrex and Victrex's Group. Victrex will have the right to set off against or to recoup from any payment or other obligation owed to Seller, in whole or in part, any amounts due to Victrex or Victrex's Group from Seller or Seller's Group. Victrex will provide Seller with a statement describing any offset or recoupment taken by Victrex. If an obligation of Seller or a member of its Group to Victrex or Victrex's Group is disputed, contingent or unliquidated, Victrex or Victrex's Group may defer payment of all or any portion of the amount due until such obligation is resolved. Without limiting the generality of the foregoing and by way of example only, in the event of a bankruptcy of Seller, if all of the Contracts between Victrex and Seller have not been assumed, then Victrex may defer payment to Seller, via an administrative hold or otherwise, for Goods against potential rejection and other damages.

## **12. CUSTOMS; ORIGIN**

Credits or benefits resulting or arising from this Contract, including trade credits, export credits or the refund of duties, taxes or fees will belong to Victrex. Seller will timely and accurately provide all information necessary (including written documentation and electronic transaction records) to permit Victrex to receive such benefits or credits, as well as to fulfil its import and, where required by the Contract, export and customs related obligation, origin marking or labeling requirements and local content origin requirements, if any. Seller will undertake such arrangements as necessary for the Goods to be



covered by any duty deferral or free trade zone program(s) of the country of import. Seller will ensure compliance with the recommendations or requirements of all applicable Authorised Economic Operator (AEO), governmental security/anti-terrorism and enhanced boarder release programs (including, without limitation, the United States Bureau of Customs and Boarder Protection's Customs-Trade Partnership Against Terrorism (C-TPAT), Canada Boarder Services Agency's Partners in Protection Initiative and Administracion General de Aduana de Mexico's Neuvo Esquema Empresa Certificada (NEEC) program). At the request of Victrex or the appropriate Customs Authority, Seller will certify in writing its compliance with the foregoing.

### **13. TRANSACTIONAL TAX**

Unless otherwise provided in the Contract, the prices set forth in the Contract will be exclusive of all transactional taxes, including any sales, use, excise, services, value added tax, goods and services tax, or similar tax and these taxes should be separately identified by Seller in both Seller's quote and in the Contract even if the tax rate is zero. Victrex will not be responsible for any transactional taxes charged by the Seller that are not identified in this manner. Seller shall separately state all charges for transactional taxes on its invoices (and other such documents). Additionally, Seller shall provide Victrex with invoices in line with the applicable tax laws in its country to enable Victrex to reclaim the transactional taxes and Seller will provide such documentation no later than when the payment to which the invoice relates is due from Victrex. Seller will be responsible for remitting the transactional tax to the applicable taxing authority except for those states or jurisdictions where Victrex has provided Seller with an appropriate exemption certificate. Seller will use reasonable efforts to apply for such exemption certificates where applicable. Seller will not charge Victrex for any transactional taxes charged by a subcontracting supplier if such tax is recoverable by the Seller, or if not recoverable, it would have been, had the transaction been structured through other entities (either the Seller's Group or Victrex's Group). If transactional taxes are not recoverable by Seller, Seller agrees to provide detailed billing, customs or other documents as requested, which set out the transactional taxes paid or payable to any of Victrex's subcontracting suppliers or to taxing authority.

### **14. PRODUCT WARRANTY; NON-CONFORMING GOODS**

14.1 The Seller expressly warrants and guarantees to Victrex, Victrex's Group, successors, assigns, Victrex's Customers, Victrex's Customers' customers and to any end-users of the Goods, that the Goods covered by the Contract will: (i) comply with all governmental requirements of the countries in which the Goods or the products into which the Goods are to be installed are to be sold; (ii) conform in all respects to all Specifications, drawings, samples descriptions and quality standards (a) furnished by Victrex and/or Victrex's Customer, or (b) furnished by Seller and approved by Victrex; (iii) be free from defects in design to the extent furnished by Seller, members of the Seller's Group or their subcontractors, even if the design has been approved by Victrex and/or Victrex's Customer; (iv) be merchantable, of good and new materials and workmanship and free from defect; (v) be fit for the particular purpose(s) for which they are purchased; including the specified form, fit, function and performance as a component and in the component system, as a part of the final product subsystem, in the location within the final products to be sold by Victrex and its customer and in the environment in which the Goods are or reasonably may be expected to perform. Seller acknowledges that Seller knows of Victrex's and/or Victrex's Customer's intended use of the Goods covered by the Contract and warrants and guarantees that such Goods have been selected, designed and manufactured or assembled by Seller based upon Victrex's stated use and will be fit and sufficient for the particular purposes intended by Victrex.

14.2 Unless otherwise set forth in the Contract, the duration of the warranty provided by Seller to Victrex for the Goods will begin on the date of receipt of the Goods by Victrex and end on the later of (a) the date of expiration of any warranty period



provided under Applicable Law for the Goods; (b) expiration of any warranty applicable to the Goods provided by Victrex to Victrex's Customer for the products into which the Goods are incorporated; (c) the expiration of any specific warranty period or performance standard provided in any document incorporated by reference into the Contract, including in Victrex and Victrex's Customer's Specifications or quality standards; or (d) four (4) years. If Victrex or Victrex's Customer offers a longer warranty to end-users for Goods installed on or as part of the products, the longer period will apply. The warranty period for non-production Goods shall be the longer of one (1) year after final acceptance by Victrex or the period stated in a separate agreement between the parties.

- 14.3 If defective Goods are shipped to Victrex and rejected by Victrex, the quantities for the Contract will be reduced unless Victrex otherwise notifies the Seller. Seller shall, at Victrex's request and no additional cost to Victrex, promptly deliver replacement parts conforming to the Specifications and delivery instructions. Seller will not replace reduced quantities without a new purchase order from Victrex. In addition to other remedies available to Victrex: (i) Seller agrees to accept return, at Seller's sole risk and expense at full invoice price, plus transportation charges, or at Victrex's option the Seller shall collect the same, and to replace defective Goods as Victrex deems necessary; (ii) Victrex may have corrected, at any time prior to shipment from Victrex's plant, Goods that fail to meet the requirements of the Contract; and/or (iii) Seller will reimburse Victrex for all reasonable expenses that result from any rejection or correction of defective Goods. Seller will document corrective actions within a commercially reasonable period after receipt of a defective sample and will take whatever measures necessary to correct the defect.
- 14.4 Costs incurred by Victrex or Victrex's Customer including all direct, incidental and other damages, losses, costs and expenses (i.e. sorting charges, labor, damaged tooling, rework, line down times, and other regress teardown activities) resulting from defective Goods will be paid by Seller within ten (10) working days from notification by Victrex or Victrex's Customer to Seller. Costs incurred shall be charged back to Seller. Victrex's rights under this section apply even if the defect or non-conformity does not become apparent until after delivery of the Goods to Victrex and/or to Victrex's Customer. This shall include any potential "Field Service Actions" or campaigns and their respective remedy that are or may be initiated by Victrex's Customer.
- 14.5 Seller will deliver only Goods that conform in all respects to the requirements of Victrex. Victrex is not required to inspect Goods prior to their use. Seller waives any right to require Victrex to conduct an inspection.
- 14.6 Payment will not constitute acceptance of nonconforming Goods, nor will it limit or affect any of Victrex's rights or remedies and it does not relieve Seller's responsibility for latent defects. Seller will ensure that non-conforming, rejected, obsolete or surplus goods are not sold as service or replacement parts to third parties. Seller will institute appropriate controls with its suppliers to ensure compliance with this section. Seller acknowledges that Victrex may have warranty obligations to Victrex's Customer on a "no fault" basis and agrees to share such warranty costs with Victrex on the same terms as Victrex has with Victrex's Customer.
- 14.7 In the event that Victrex or Victrex's Customer voluntarily or pursuant to a government mandate, makes an offer to product owners (or other finished products) on which the Goods or any parts, components or systems incorporating those Goods are installed, to provide remedial action to address a defective or non-conforming Good or condition that relates to product safety or the failure of the product to comply with any Applicable law, safety standard or guidelines, whether in connection with a recall campaign or other Customer satisfaction or corrective service action (a "**Remedial Action**"), the warranty shall



continue for such time period as may be dictated by Victrex's Customer or the federal, state, local or foreign government where the Goods are used or provided and Seller shall fully comply with the requirements herein.

- 14.8 With respect to all Services, and without limitation of the foregoing, Seller expressly warrants that all Services will be provided in the manner required under the Contract and these Conditions and will conform to any applicable statement of work and to all Specifications, standards, drawings, samples or descriptions specified in the Purchase Order, or otherwise furnished to or by Victrex. Seller acknowledges that it is responsible for the accuracy, reliability, completeness, validity and timeliness of all Services and warrants that all Services shall be provided in the manner and within time frames set forth in the Contract.
- 14.9 Notwithstanding the expiration of the warranty period set forth above, Seller shall nonetheless be liable for all costs and damages associated with the conduct of any Remedial Action to the extent that such Remedial Action is based upon a reasonable determination that the Goods failed to conform to the warranties set forth in the Contract. Such costs and damages shall include, without limitation, all costs and expenses associated with determining whether a Remedial Action is necessary.
- 14.10 Seller will immediately notify Victrex in writing when it becomes aware of any ingredient, component, design or defect in Goods that is or may become harmful to persons or property. All warranties are intended to provide Victrex with protection from any and all warranty claims brought against Victrex by Victrex's Customer. This includes, but is not limited to, meeting any Victrex's Customer required warranties relating to the Goods in question or products into which the Goods are incorporated. All Victrex's Customer required warranties are incorporated by reference.

## 15. RECALL AND PRODUCT LIABILITY

- 15.1 Upon the occurrence of a "Recall" or "Product Liability" situation, as those terms are defined herein (collectively referred to as a "**Reimbursement Event**"), Seller and Victrex agree to negotiate in good faith with one another, to reasonably allocate the costs of complying with or contesting any Reimbursement Event and of providing the remedial rights to Victrex's Customer(s) and to Victrex in connection with any such Reimbursement Event. Notwithstanding the foregoing, Victrex shall be entitled to (but not limited to) any and all rights and remedies under these Conditions and Applicable Law, and Seller will indemnify and hold Victrex harmless for the costs of any services or other actions (including, without limitation, Remedial Actions) undertaken by Victrex or Victrex's Customer to correct or remedy any Reimbursement Event that is determined to be attributable to Seller. Victrex's remedies shall include, but not be limited to, a claim for actual, direct, incidental and other damages (including, without limitation, attorneys' fees and administrative costs and expenses) arising out of, resulting from or related to any such Reimbursement Event. Notwithstanding anything contained in these Conditions that might be interpreted to the contrary, the provisions of this section survive the termination or expiration of the Contract and the duration of Seller's warranties as set forth in these Conditions.
- 15.2 The term "Recall" shall mean (i) a determination by Victrex or Victrex's Customer that Goods are nonconforming and/or contain a defect related to product safety, or otherwise fail to comply with applicable manufacturing or legal requirements, (ii) a decision by Victrex or Victrex's Customer to voluntarily recall any Goods or products incorporating Goods due to a determination that such Goods failed to meet Victrex or Victrex's Customer's requirements or otherwise failed to comply with applicable manufacturing or legal requirements, (iii) a determination by a government agency or authority that Goods failed to meet Victrex or Victrex's Customer's requirements and/or contains a defect related to product safety or otherwise failed to comply with applicable manufacturing and legal requirements; (iv) any activity by Victrex or Victrex's customer,



whether as a safety, maintenance or improvement campaign or otherwise, that would be deemed or constitute a recall under applicable manufacturing or legal requirements; or (v) any activities of Victrex or Victrex's Customer relating to the above, including without limitation sorting charges, labor, damaged tooling, rework, line down times, and other regress teardown activities. Any decision of Victrex in its sole discretion to contest in a legal proceeding any Recall decision, including without limitation a determination by a governmental agency or authority with respect to a Recall, is made without prejudice and shall not waive or diminish in any manner any rights of Victrex under the provisions of these Conditions.

15.3 The term "Product Liability" shall include any action brought for or on account of personal injury, death or property damage caused by or resulting from the manufacture, construction, design, formulation, development of standards, preparation, processing, assembly, testing, listing, certifying, warning, instructing, marketing, advertising, packaging or labelling of any Goods. Furthermore, as used in these Conditions, the term "Product Liability Situation" shall refer to any Product Liability contested by Victrex in a court of competent jurisdiction or applicable agency, and a determination is made by such court or agency as a result of the proceeding that there is Product Liability on the part of Victrex or Seller with respect to any Goods.

#### **16. INSPECTION; AUDIT; SURVEILLANCE AND TESTING**

16.1 Seller grants Victrex access to Seller's premises, books and records solely for the purpose of auditing Seller's compliance with terms of the Contract (including, without limitation, charges under the Contract) or inspecting or conducting an inventory of finished Goods, work-in-process, raw materials, or within a reasonable time after delivery, any of Victrex's Property (defined below in section 22) and all work or other items to be provided pursuant to the Contract located at Seller's premises. Seller will cooperate with Victrex so as to facilitate Victrex's audit, including, without limitation, by segregating and promptly producing such records as Victrex may reasonably request and otherwise making records and other materials accessible to Victrex. Seller will preserve all records pertinent to the Contract for a period of not less than ten (10) years after Victrex's final payment to Seller under the Contract.

16.2 Upon reasonable notice to Seller, either Victrex or Victrex's Customers (whether direct or indirect) may conduct a routine audit at Seller's and Seller's subcontractors' production facilities for the purpose of quality, cost or delivery verification. Seller will ensure that the terms of its contracts with its subcontractors provide Victrex and Victrex's Customers with all of the rights specified in this section.

16.3 Victrex's right to perform inspections, surveillance and tests and to review procedures, practices, processes and related documents related to quality assurance, quality control, product safety and configuration control shall extend to Victrex's Customers and departments, agencies or instrumentalities of the United States Government, including the United States Government Federal Aviation Administration and any successor agency or instrumentality of the United States Government. Victrex may also, at Victrex's option, by prior written notice of Victrex, extend such rights to agencies and instrumentalities of foreign governments equivalent in purpose to the Federal Aviation Administration. Seller shall cooperate with any such United States Government-directed or Victrex-directed inspection, surveillance, test or review without additional charge to Victrex.

16.4 Any such audit, inspection or failure to inspect Goods by Victrex or its representatives will not constitute acceptance of any Goods (whether in progress or finished), relieve Seller of any of its responsibilities, warranties or liability under the Contract or prejudice the rights or remedies available to Victrex. Nothing in the Contract releases the Seller from its obligations regarding testing, inspection and quality control of the Goods.



## 17. WARRANTY SERVICE AND REPLACEMENT PARTS

- 17.1 Seller shall provide prompt and efficient after-sales support and warranty services with respect to all Goods sold under the Contract. Such after-sales support and warranty services shall be provided in such a manner as to meet all reasonable expectations of Victrex and Victrex's Customers. All costs related to after-sales support the warranty services, which shall include, but is not limited to, costs incurred by Victrex to properly administer any cross-border access required for service technicians, shall be borne by Seller.
- 17.2 Except as otherwise expressly agreed in writing, at Victrex's request, during the term of the Order and for fifteen (15) years after a part design or specific part concludes production, Seller will supply Victrex's written "service parts" orders with Goods, component parts and materials that are the same as the Goods, component parts and materials that Victrex purchases under the Contract, at the price(s) set forth in the Purchase Order plus any actual cost differential for special packaging. If the Goods are systems or modules, Seller will sell each component or part at a price that does not, in the aggregate, exceed the system or module price specified in the Purchase Order, less assembly costs, plus any actual cost differential for packaging. Seller's obligation with respect to service or replacement parts shall survive the termination or expiration of the Contract. At Victrex's request, Seller will make service literature and other materials available at no additional charge to support Victrex's service part sales activities.

## 18. INTELLECTUAL PROPERTY

- 18.1 This section will apply except where the parties have entered into a separate written agreement signed by their respective authorised representatives prior to or contemporaneous with the effective date of the Contract with respect to the parties' Intellectual Property Rights (defined below) that expressly prevails over these Terms.

**"Intellectual Property Rights"** means any patent, patented articles, patent applications, designs, industrial designs, copyrights, software, source code, database rights, moral rights, inventions whether or not capable of protection by patent or registration, techniques, technical data, research data, development data, manufacturing processes, other trade secrets and know-how, and any other proprietary right, whether registered or unregistered, including applications and registrations thereof, all related and continuing rights including rights to claim priority from such rights, and all similar or equivalent forms of protection anywhere in the world. Intellectual Property Rights excludes all brands, trademarks, trade names, slogans and logos of Seller and Victrex unless specifically identified as a deliverable or work product of Seller pursuant to the Contract.

**"Background Intellectual Property Rights"** means any Intellectual Property Rights of either Victrex or Seller relating to the Goods and/or the Services (i) existing prior to the effective date of the Contract or prior to the date Victrex and Seller began any technical cooperation relating to the Goods or Services contracted, whichever is earlier, or (ii) that each party acquires or develops after these dates, but in a strictly independent manner and entirely outside of any work conducted under the Contract.

**"Foreground Intellectual Property Rights"** means any Intellectual Property Rights, except Background Intellectual Property Rights, (i) that are developed in whole or in part by Victrex alone, by Victrex and Seller jointly, or by Seller alone, in connection with the Contract, or (ii) relating to the Goods or Services contracted.

- 18.2 All Foreground Intellectual Property rights shall vest in Victrex immediately upon their creation. Seller hereby assigns to Victrex (including by way of present assignment of future rights) with full title guarantee and free from all third party rights,



all Foreground Intellectual Property Rights. Seller hereby grants to Victrex and causes members of its Group and employees, agents or subcontractors (together "**Representatives**") to grant to Victrex, an irrevocable, worldwide, non-exclusive, perpetual to the maximum extent permitted by law, royalty free, fully paid-up license, with right to sublicense, to all Background Intellectual Property Rights limited to which is necessary in order to enable exploitation of any Foreground Intellectual Property Rights and to use and enjoy to the fullest extent the Goods and the Services. At its own expense, the Seller shall, and shall use all reasonable endeavours to procure that any necessary third party including Representatives shall, promptly execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract, including securing for Victrex all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to Victrex in accordance with this clause. Victrex and Seller will each retain ownership of their respective Background Intellectual Property Rights.

- 18.3 Seller hereby grants and causes members of its Group and Representatives to grant to Victrex, an irrevocable, worldwide, nonexclusive, royalty free, fully paid-up license, with right to sublicense, to all Background Intellectual Property Rights to make, have made, use, reproduce, modify, improve, prepare derivative works of, distribute, display, perform, offer to sell, sell and import the Goods or Services that are the subject of this Agreement (the "**Limited License**"), provided that Victrex or members of Victrex's Group will only use this Limited License in the event that (i) Seller breaches or repudiates its obligations by being unable or unwilling to deliver Goods or Services under the Contract, or (ii) in the event Seller is unable to supply Goods or Services under the Contract as a result of a force majeure event, but in such event only for the duration of Seller's inability to supply. In no event will the term of the Limited License extend beyond the expiration date of the Contract.
- 18.4 To the extent that the Contract is issued for the creation of copyrightable works, the works will be considered "works made for hire" for Victrex except to the extent that the works do not qualify as "works made for hire" for Victrex in which case Seller hereby assigns to Victrex all right, title and interest in all copyrights and if lawfully permitted waives and shall procure its Representatives waive all moral rights therein.
- 18.5 For the avoidance of doubt, Victrex's Group, Victrex's Customers and its sub-contractors have the right to repair, reconstruct, remanufacture, reflash, or rebuild the specific Goods delivered under the Contact without payment of any royalty to Seller. Goods manufactured based on Victrex's Specifications, drawings, designs, and/or models provided by Victrex may not be used for Seller's own use or sold or otherwise made available to third parties without Victrex's express written authorization.
- 18.6 Nothing in this Contract is an admission by Victrex of the validity of any Intellectual Property Rights claimed by Seller, including an admission that any license is required by Victrex to manufacture or do any other act in relation to the Goods or Services. Seller will claim and acquire all rights and waivers of Seller's Representatives required to enable Seller to grant Victrex the rights and licenses in this Contract. Seller assumes full and sole responsibility for compensating Seller's Representatives for such rights and waivers, including the remuneration of employees.
- 18.7 Seller, on behalf of itself and its Group, its Representatives and its dealers will comply with all obligations with respect to software that forms any part of the Goods or Services contracted, including obligations under any licenses.
- 18.8 Seller warrants in respect of any Goods and the output of any Services which are or comprise software that (i) such software and the media on which such software is delivered are free from any weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, viruses and other malicious code; and (ii) it has not included or used any Open-Source Software or



any libraries or code licensed from time to time under the General Public Licence (as those terms are defined by the Open Source Initiative or the Free Software Foundation) or anything similar in, or in the development of, such software, nor does any such software operate in such a way that it is compiled with or linked to any of the foregoing.

18.9 Seller will investigate, defend, hold harmless and indemnify Victrex, members of Victrex's Group, Victrex's successors, Victrex's Customers, and end-users against any actual or alleged claims of infringement or other assertions of proprietary rights violations (including patent, trademark, copyright, industrial design right, or other proprietary right, misuse, or misappropriation of trade secret) and resulting damages and expenses (including reasonable attorney's and other professional fees) arising in any way in relation to the Goods and/or Services contracted, including such claims where Seller has provided only part of the Goods and/or Services (collectively "IP Claims"). Seller expressly waives any claim against Victrex that any such IP Claims arose out of compliance with Victrex, Victrex's Groups, Victrex's Customers', its end-users' Specification or direction.

## **19 REMEDIES; INDEMNIFICATION**

19.1 The rights and remedies reserved to Victrex in the Contract will be cumulative with and in addition to all other or legal or equitable remedies. At Victrex's request, Seller will reimburse Victrex for any direct, incidental and/or other damages caused by non-conforming Goods, including without limitation costs, expenses and losses incurred directly or indirectly by Victrex or Victrex's Customer(s): (a) for inspecting, sorting, repairing or replacing the non-conforming Goods; (b) resulting from production interruptions; (c) for conducting Recall campaigns, corrective service actions or other Reimbursable Event; or (d) resulting from Product Liability caused by the defective or non-conforming Goods, including, without limitation, reasonable attorney's and other professional fees incurred by Victrex. If requested by Victrex, Seller will enter into a separate agreement for the administration or processing of warranty charge-backs for non-conforming Goods and will participate in and comply with warranty reduction or related programs as directed by Victrex that relate to the Goods. In the event that Goods are discovered to be defective or non-conforming, during or after assembly with Victrex's components, and Victrex's Customer will not permit disassembly of the components and/or use of the disassembled, conforming Goods or components, Seller shall reimburse Victrex for the full cost of Victrex's products rejected by Victrex's Customer under such circumstances. In any action brought by Victrex to enforce Seller's obligation to produce and deliver Goods under the Contract, the parties agree that Victrex does not have an adequate remedy at law, and Victrex is entitled to specific performance of Seller's obligations under the Contract without proof of actual damages and without bond or other security being required.

19.2 To the fullest extent permitted by law, Seller will defend, indemnify and hold harmless Victrex, Victrex's Group, Victrex's Customers (both direct and indirect, including manufacturers of products in which Goods are incorporated), and dealers and users of the products sold by Victrex (or the products in which they are incorporated) and all of their respective agents, successors and assigns, against all damages, losses, claims, liabilities and expenses (including without limitation all items described in the "Warranties," "Recall and Product Liability" and "Remedies" sections hereof, reasonable attorney's and other professional fees, settlements and judgments) relating in any way to, arising out of, or resulting from any defective or non-conforming Goods, or from any negligent or wrongful act or omission of Seller or Seller's agents, employees or subcontractors, or any breach or failure by Seller to comply with any of Seller's representations and warranties or other terms and conditions of a Contract (including any part of these Conditions). Seller's obligation to indemnify will apply regardless of whether the claim arises in tort, negligence, contract, warranty, strict liability or otherwise, and irrespective of any potential contributory fault or negligence of Victrex, except to the extent of any such liability arises solely out of the gross negligence



of Victrex. Seller's indemnification obligations will apply even if Victrex has contributed to the claims or losses, and even if Victrex furnishes all or a portion of the design and specifies all or a portion of the processing used by Seller.

19.3 If Seller performs any work on Victrex's or Victrex's Customer's premises or utilizes the property of Victrex or Victrex's Customer, whether on or off Victrex's or Victrex's Customer's premises: (i) Seller will examine the premises to determine whether they are safe for the requested services and will advise Victrex promptly of any situation it deems to be unsafe; (ii) Seller's employees, contractors, and agents will comply with all regulations that apply to the premises and may be removed from Victrex's premises at Victrex's discretion; (iii) Seller's employees, contractors, and agents will not possess, use, sell, transfer or be under the influence of alcohol or unauthorized, illegal, or controlled drugs or substances on the premises; and (iv) to the fullest extent permitted by law, Seller will indemnify and hold Victrex, Victrex's Group and Victrex's Customer, and their respective agents, successors and assigns, harmless from and against any liability, claims, demands or expenses (including reasonable attorney's and other professional fees, settlements and judgments) for damages to the property of or personal injuries to Victrex, Victrex's Group, Victrex's Customer, their respective agents, or any other person or entity to the extent arising from or in connection with Seller's work on the premises or Seller's use of Victrex's or Victrex's customer's property, except to the extent solely caused by Victrex or Victrex's customer's gross negligence.

19.4 Seller waives and releases any rights of contribution, indemnity or subrogation it may have against Victrex as a result of any indemnity claim asserted under a Contract. Seller waives any provision of any workers' compensation act or other similar law whereby Seller could preclude its joinder by Victrex as an additional defendant, or avoid liability for damages, contribution or indemnity in any action at law, or otherwise where Seller's or its subcontractor's employees, heirs, assigns or anyone otherwise entitled to receive damages by reason of injury or death brings an action at law against Victrex. Seller's obligation to Victrex shall not be limited by any limitation or exclusion on the amount or type of damages, benefits or compensation payable by or for Seller under a Contract or other agreement or under any workers' compensation acts, disability benefit acts, or other employee benefit acts. The obligations in this subsection are in addition to Seller's duty to provide insurance. Seller's obligations hereunder will not be limited to the extent of any insurance available to or provided by Seller. This subsection shall not apply to any liability for which the law prohibits Victrex from obtaining indemnity.

19.5 All of Seller's obligations with respect to indemnity throughout these Terms are cumulative and are intended to, and shall, survive the termination or expiration of the Contract.

## **20 INSURANCE**

20.1 Seller will obtain and maintain insurance coverage at its sole expense in amounts as may be reasonably requested by Victrex or (to the extent directed by Victrex) Victrex's Customer, in each case naming Victrex, Victrex's Group and Victrex's Customer as "additional insured" as requested by Victrex. Without limiting the foregoing, said coverage shall include, without limitation, full fire and extended coverage, insurance for the replacement value of Victrex's Property (defined at clause 22.1 below), both for their full replacement value.

20.2 Prior to commencing work on Victrex's premises or utilizing Victrex's Property, Seller will maintain and upon request furnish to Victrex a certificate evidencing (1) general liability and including product completed operations insurance, with coverage limits reasonably acceptable to Victrex (but not less than \$1,000,000 for property damage and \$5,000,000 for personal injury for each claim), and naming Victrex as an additional insured, (2) all risk property perils insurance covering the full replacement value of Victrex's property while in Seller's care, custody, or control and naming Victrex as loss payee, (3) automobile liability



(including owned, non-owned and hired vehicles) for no less than \$1,000,000 per occurrence; and (4) workers' compensation insurance as required by Applicable Law.

20.3 Seller will furnish to Victrex a certificate showing compliance with this requirement or certified copies of all insurance policies within ten (10) days of Victrex's written request. Seller shall also include evidence naming Victrex as an additional insured on Seller's general liability and products completed operations policy, and loss payee on Seller's property policy. The certificate will provide that Victrex (and, if applicable, Victrex's Customers) will receive thirty (30) days prior written notice from the insurer of any termination or reduction in the amount or scope of coverage. Seller and its insurers will agree that Seller's insurance coverages will contain a waiver of subrogation in favour of Victrex to the extent of the liabilities assumed by Seller. The existence of insurance does not release Seller of its obligations or liabilities under the Contract. If Seller fails to maintain such insurance under any Contract, Victrex shall have the right to procure such insurance and be reimbursed for all actual costs and expenses of procuring such insurance, on demand by Victrex.

## **21 INGREDIENTS DISCLOSURE; SPECIAL WARNINGS AND INSTRUCTIONS**

Seller shall promptly furnish to Victrex in such form and detail as Victrex may direct: (a) a list of all ingredients and materials incorporated in the Goods; (b) the amount of such ingredients and materials; and (c) information concerning any changes in or additions to such ingredients and materials. Prior to and with the shipment of the Goods, Seller agrees to furnish to Victrex sufficient advance warning and notice, in writing (including, without limitation, appropriate labels on the goods, containers and packing), of any dangerous Goods or hazardous material that is an ingredient or a part of any shipment of Goods, together with such special handling instructions as may be necessary to advise carriers, Victrex and their respective employees of how to exercise that measure of care and precaution that will comply with any Applicable Laws or regulations and best prevent bodily injury or property damage in the handling, transportation, processing, use or disposal of the Goods, containers and packing shipped to Victrex. Upon Victrex's request, Seller shall certify to Victrex in writing the origin of any ingredients or materials in the Goods. Seller shall promptly provide, in writing, any information regarding the goods requested by Victrex so that Victrex may comply in a timely manner with reporting requirements under Applicable Law with respect to consumer protection, "conflict minerals" or similar materials or ingredients, if any.

## **22 VICTREX'S PROPERTY**

22.1 All supplies, prototypes, materials, machinery, Tooling, packaging and all documents, designs, blueprints, standards or specifications, trade secrets, proprietary information and other materials and items furnished by Victrex, either directly or indirectly to Seller to perform the Contract or for which Seller is reimbursed by Victrex, and any other Tooling whether created or acquired by Victrex or Seller used in relation to this Contract, (collectively, "**Victrex's Property**"), shall be and remain Victrex's property. To the extent Seller or its Representatives have or obtain now or at any time during the term of the Contract any right, title or interest in any Victrex's Property, Seller hereby assigns to Victrex with full title guarantee and free from third party rights all such right, title or interest to Victrex.

22.2 Victrex's Property shall be held by Seller or by a third party, to the extent that Seller has transferred possession of Victrex's Property to a third party, on a bailment basis as a bailee-at-will. Seller bears the risk of loss of and all damage to Victrex's Property. Victrex's Property shall be housed, maintained, repaired and replaced by Seller at Seller's expense in good working condition, capable of producing Goods meeting all applicable Specifications; shall not be used by Seller for any purpose



other than the performance of the Contract; shall be deemed personal property; shall be conspicuously marked by Seller as the property of Victrex; shall not be commingled with the property of Seller or with that of a third person; and shall not be moved from Seller's premises without Victrex's prior written approval. Seller may not release or dispose of Victrex's Property to any third party without the express written permission of Victrex. Victrex shall have the right to enter Seller's premises to inspect Victrex's Property and Seller's records regarding Victrex's Property.

22.3 Only Victrex (or Victrex Group or their respective licensors) has any right, title or interest in Victrex's Property, except for Seller's limited right, subject to Victrex's sole discretion, to use Victrex's Property in the manufacture of Goods. Victrex and its Group have the right to take immediate possession of Victrex's Property at any time without payment of any kind. Seller agrees to cooperate with Victrex if Victrex elects to take possession of Victrex's Property. Effective immediately upon written notice to Seller, without further notice or legal action and without posting any bond, Victrex has the right to enter the premises of Seller and take possession of all of Victrex's Property. Seller expressly waives any right to additional notice or process and agrees to provide Victrex or its nominee(s) with immediate access to Victrex's Property. Seller grants to Victrex a limited and irrevocable power of attorney, coupled with an interest, to execute and record on Seller's behalf any notice financing statements with respect to Victrex's Property that Victrex determines are reasonably necessary to reflect Victrex's interest in Victrex's Property. At Victrex's request, Victrex's Property shall be immediately released to Victrex or delivered by Seller to Victrex at any location designated by Victrex, in which case Victrex will pay Seller the reasonable costs of delivery. Seller waives, to the fullest extent permitted by law, any lien or other rights that Seller might otherwise have on any of Victrex's Property.

22.4 To the extent any Intellectual Property Rights owned by or licensed to Seller is embodied in, or otherwise necessary for the intended use of, any Victrex's Property, Seller hereby grants to Victrex a fully paid, irrevocable, non-exclusive, worldwide, perpetual to the maximum extent permitted by law, royalty free licence, with the right to grant sub-licences as necessary for any use of Victrex's Property, to use such Intellectual Property Rights.

22.5 Seller acknowledges and agrees that (a) Victrex is bailing Victrex's Property to Seller for Seller's benefit; (b) Seller has inspected Victrex's Property and is satisfied that Victrex's Property is suitable and fit for its purposes; and (c) Victrex has not made and does not make any warranty or representation whatsoever, wither express or implied, as to the fitness, condition, merchantability, design or operation of Victrex's Property or its fitness for any particular purpose. Victrex will not be liable to Seller for any loss, damage, injury or expense of any kind or nature caused, directly or indirectly, by Victrex's Property, including, without limitation, its use or maintenance, or its repair, service or adjustment, or by any interruption of service or for any loss of business whatsoever or howsoever caused including, without limitation, any anticipatory damages, loss of profits or any other indirect, special or other damages.

## **23 TOOLING PURCHASE**

This section applies only to Purchase Orders for Tooling.

23.1 There shall be no Tooling charges for the life of all programs in excess of the amount set out on the applicable Purchase Order unless agreed by Victrex in writing in advance.

23.2 Victrex may ask Seller at any time to provide status reports on the construction or acquisition of the Tooling. Status reports shall be provided to Victrex as soon as reasonably practicable following such request. Each status report shall identify the



Tooling, identify any subcontractors working on the Tooling, state the percentage of completion of the Tooling, and state the percentage of sunk costs already expended.

23.3 Seller shall defend, indemnify and hold harmless Victrex for all liabilities or costs incurred in connection with any Adverse Claim. An **"Adverse Claim"** is one that challenges Victrex's sole right, title and interest in the Tooling, or right to possession of the Tooling, brought by any third-party, including without limitation toolmakers, subcontractors and/or lending institutions. In any dispute involving ownership of the Tooling, there is a rebuttable presumption that Victrex is the sole owner of the Tooling.

23.4 Seller must obtain Victrex's prior written consent before moving Tooling to another location of the Seller or to a third-party. Seller has the obligation to use Tooling solely in the production of Goods for Victrex. Seller will not use Tooling for any purpose other than as provided under the Contract, including the production, manufacture, sale or design of after-market Goods, unless specifically authorized in writing by Victrex.

23.5 The licences under Seller's Background Intellectual Property Rights granted to Victrex under clauses 18.2 and 18.3 shall extend to without limitation technical information relating to processes and cycle times employed in relation to any Tooling to ensure machining and product quality is maintained at sufficiently high levels. Victrex retains all rights to technical information and any other Foreground Intellectual Property Rights generated from said Tooling relating to processes, cycle times, etc. employed to ensure machining and product quality is maintained at sufficiently high levels. This paragraph shall survive the termination of the Contract and is intended to be read as cumulative with clause 18 ("Intellectual Property") of this Contract.

## **24 FORCE MAJEURE; ASSURANCE OF PERFORMANCE**

24.1 Any delay or failure of either party to perform its obligations will be excused if and to the extent that it is caused by an event or occurrence beyond the reasonable control of the party, without its fault or negligence (a **"force majeure event"**), such as: acts of God; restrictions, prohibitions, priorities or allocations imposed or actions taken by a governmental authority; fires; explosions; natural disasters; riots; wars; terrorism or sabotage. As soon as possible (but no more than one full business day) after the force majeure event, Seller will provide written notice describing such delay and assuring Victrex of the anticipated duration of the delay and the time that the delay will be cured.

24.2 During the delay or failure to perform by Seller, Victrex, at its option: (a) may purchase Goods from other sources and reduce its schedules to Seller by such quantities, without liability to Seller; (b) may ask Seller to deliver to Victrex, at Victrex's expense, all finished goods, work in process and parts and materials produced or acquired for work under the Contract; or (c) have Seller provide Goods from other sources in quantities and at a time requested by Victrex and at the price set forth in the Contract.

24.3 Seller shall use all diligent efforts to ensure that the effects of any force majeure event are minimized, and as promptly as possible, resume full performance under the Contract. If requested by Victrex, Seller shall, within 5 days after Victrex's request, provide adequate assurances that the delay in Seller's performance resulting from a force majeure event will not exceed 30 days. If the delay lasts more than 30 days or Seller does not provide such adequate assurances, Victrex may terminate the Contract without liability to the Seller.



24.4 In addition, Seller at its expense shall take all necessary actions to ensure the supply of Goods to Victrex for a period of not less than 30 days during any foreseeable or anticipated labor disruption and/or the expiration of Seller's labor contracts. Seller acknowledges that a change in the cost or availability of materials, components or services based on market conditions, supplier actions or contract disputes are reasonably foreseeable and will not excuse performance by Seller under theories of force majeure, commercial impracticability or otherwise, and Seller expressly assumes these risks.

24.5 In the event Victrex has reasonable grounds for insecurity with respect to Seller's continued performance under the Contract, Victrex may demand adequate assurance of such performance from the Seller. After receipt of such demand, Seller's failure, within a reasonable period of time under the circumstances (not to exceed 20 days), to provide assurances adequate under the circumstances will be deemed a breach of the Contract by Seller.

## **25 INSOLVENCY**

25.1 Seller represents and warrants to Victrex as of the date of each Purchase Order (which representations and warranties shall be deemed repeated as of the date of Seller's acceptance of each Material Release under a Purchase Order and at the time of each delivery under a Purchase Order) that it is not insolvent and is paying its debts as they become due; that it is in compliance with all loan covenants and other obligations; that all financial information provided by Seller to Victrex is true and accurate; that such financial information fairly represents Seller's financial conditions; and that financial statements of Seller have been prepared in accordance with generally accepted accounting principles, uniformly and consistently applied.

25.2 Victrex may immediately terminate the Contract without liability to Seller in any one or more of the following or other comparable events: (a) insolvency of the Seller (including without limitation, a circumstance in which Seller's liabilities exceeds its assets, or Seller is unable to pay its debts as they become due); (b) appointment of a receiver, trustee or administrator over Seller or its assets; or (c) execution of an assignment for the benefit of creditors by Seller, provided that such petition, appointment or assignment is not vacated or nullified within 15 days of such event. Seller will inform Victrex immediately should any of these events occur or Seller becomes aware of events or circumstances likely to give rise to such events. Seller will reimburse Victrex for all costs and expenses incurred by Victrex in connection with any of these events (regardless of whether Victrex exercises its termination rights with respect thereto, including without limitation, all legal and other professional fees).

## **26 VICTREX'S RIGHT TO TERMINATE FOR CUSTOMER CANCELLATION OR TERMINATION**

Victrex may terminate the Contract immediately in the event Victrex's Customer cancels or terminates its agreement with Victrex to purchase the Goods (or the assembly or product the Goods are incorporated into). If Victrex exercises its right to terminate solely as a result of a Customer cancellation or termination, Victrex sole liability to Seller (and the Seller's Group or sub-suppliers) shall be to purchase the Fixed Authorization Amount of Goods. Without limitation of the foregoing, Victrex has no liability to Seller, Seller's Group or sub-supplier for lost profits, unabsorbed overhead, capital investment, interest expense, product development and engineering costs, facilities and equipment rental or purchase or rearrangement costs, unamortized depreciation costs, penalties, or general administrative charges, whether incurred directly or indirectly by Seller, its Group, or their suppliers.

## **27 VICTREX'S RIGHT TO TERMINATE FOR CAUSE**

27.1 Victrex may terminate a Contract in whole or in part at any time with Cause, upon written notice of termination to Seller. Termination for "Cause" shall include any of the following events: (a) Seller does not observe or perform any covenant or



obligation of Seller or otherwise breaches the Contract (including without limitation these Terms); (b) fails to make progress in performance so as to endanger timely and proper completion of services and delivery of goods under the Contract; (c) states its intention not to perform or otherwise rejects its obligations under this Contract. If any failure or breach under the foregoing (a) through (c) is curable, Vixtrex will provide Seller an opportunity to cure within a commercially reasonable period of time under the circumstances, in no case exceeding 10 calendar days after Vixtrex provides notice of failure or breach to Seller. In addition, Vixtrex may terminate the Contract upon giving at least 60 days' notice to Seller, without liability to Seller, if, without Vixtrex's prior written consent, there is a change in the control of the Seller such that (i) more than 50% of its voting shares are held directly or indirectly by persons other than those person presently holding such shares and (ii) any shareholder directly or indirectly, has an interest in a company, partnership or other entity that sells products that the same, similar to or competitive with those products sold by the Vixtrex.

27.2 Vixtrex will have no liability or obligation for payment to Seller under this section if Vixtrex cancels or terminates a Contract (or portion thereof) because of a default or breach by Seller, or for any other termination for Cause.

## **28 VIXTREX'S RIGHT TO TERMINATE FOR CONVENIENCE**

28.1 In addition to any other rights of Vixtrex to terminate a Contract, Vixtrex may, at its option, terminate all or any part of a Contract before the end of the Term, at any time and for any reason, by giving written notice to Seller. In the event Vixtrex exercises its right to terminate for convenience under this section, Vixtrex will pay to Seller only the following amounts, without duplication: (a) the contract price for all Goods that have been completed in accordance with the Purchase Order and not previously paid for; and (b) the actual costs of work-in-process and raw materials incurred by Seller in furnishing the Goods under the Purchase Order, to the extent such costs are reasonable in amount and are properly allocable or apportionable under generally accepted accounting principles to the terminated portion of the Purchase Order; less, however, the sum of the reasonable value or cost (whichever is higher) of any goods or materials used or sold by Seller with Vixtrex's written consent and the cost of any damaged or destroyed goods or material. Seller shall promptly make available for delivery to Vixtrex, as specified by Vixtrex, any Goods completed but not delivered as of the time of Vixtrex's termination hereunder.

28.2 Any request for payment submitted to Vixtrex under this section must include sufficient supporting data to permit an audit by Vixtrex, including, without limitation, such supplemental and supporting information as Vixtrex may request. Any request for payment under this section must be in writing and include, without limitation, a statement setting forth the contract price for the Goods, invoices reflecting the actual cost of work-in-process and raw materials, the basis for the allocation of such costs to the terminated portion of the Contract, and any other supporting documentation reasonably requested by Vixtrex. Any amount otherwise due to Seller pursuant to this section will be reduced by any amount owed by Seller to Vixtrex under the Contract or otherwise.

28.3 Any payment under this section will not be deemed a waiver of any of Vixtrex's other rights arising under any Contract or Applicable Law. Notwithstanding any other provision of this Contract, Vixtrex will make no payments under this section for finished goods, services, work-in-process or raw materials fabricated or procured by Seller in amounts in excess of those authorized as firm or fixed in the applicable Purchase Order(s), or any undelivered Goods that are in Seller's standard stock or that are readily marketable. Further, any payments made under this section shall not exceed the aggregate price payable by Vixtrex for finished Goods that would have been produced or performed by Seller under Vixtrex's delivery schedules outstanding at the date of termination. Except as expressly provided in this section, Vixtrex shall not be liable for and



shall not be required to make payments to Seller, directly or on account of claims by Seller's subcontractors, for loss of anticipated profit, overhead, interest on claims, facilities and equipment rearrangement costs or rental, unamortized depreciation costs, or general and administrative burden charges from termination of the Contract. Victrex shall not be liable directly to any sub-suppliers of Seller. Any liability to Directed Suppliers hereunder is subject to the other Terms hereof. The payment specified in this section is Seller's sole remedy for termination of any Purchase order under this Section.

## **29 TERMINATION BY SELLER**

As Victrex's commitments to its Customers are made in reliance on Seller's commitments under each Purchase Order and/or Contract, Seller has no right to terminate all or any part of any Purchase Order and/or Contract.

## **30 TRANSITION OF SUPPLYING FOLLOWING EXPIRATION/CANCELLATION OR TERMINATION**

30.1 Upon expiration or earlier cancellation or termination of any Purchase Order for whatever reason, Seller agrees to take such action as may be reasonably required by Victrex to accomplish the transition from Seller to an alternative supplier (including without limitation a Victrex-owned facility), including without limitation the action set forth above and herein. Seller shall provide all notices necessary or desirable for Victrex to re-source the Purchase Order to an alternative supplier. Seller shall provide a sufficient bank of Goods covered by the Purchase Order to ensure that the transition to any alternative supplier chosen by Victrex will proceed smoothly. Seller shall return to Victrex all of Victrex's Property and any other property furnished by or belonging to Victrex or any of Victrex's Customers in as good condition as when received by Seller, reasonable wear and tear excepted, and otherwise in accordance with these Conditions.

30.2 Seller shall, at Victrex's option (a) assign to Victrex any or all supply contracts or purchase orders for raw material or components relating to the Purchase Order; (b) sell to Victrex, at Seller's cost, any or all inventory and work in process relating to the Purchase Order; and (c) sell to Victrex, at the unamortized portion of the cost of such items, less any amounts Victrex has paid to Seller for the cost of such items, any or all of Seller's Property relating to the Purchase Order. Upon termination of the Contract, Seller shall immediately cease its use of the tooling and the drawings, designs and know-how relating thereto and shall immediately deliver such tooling, drawings, designs and all other documents and other property of Victrex relating thereto to Victrex. Victrex shall have the right to inspect Seller's premises to confirm that all such materials have been returned by Seller to Victrex.

## **31 CONFIDENTIALITY; PUBLICITY**

31.1 This section shall apply except where any applicable non-disclosure agreement between Victrex and Seller remains effective.

31.2 Seller acknowledges that proprietary and confidential information will be received from Victrex or its Group or developed for Victrex or its Group under the Contract, regardless of whether such information is marked or identified as confidential. The confidential information includes, without limitation: (1) volume projections; (2) Victrex's or its Group's future product plans or details of those plans; or (3) any other information identified by Victrex or its Group (orally or in writing) as confidential. Seller agrees to keep all proprietary or confidential information of Victrex in strictest confidence, and further agrees not to disclose or permit disclosure to others or use for other than the purpose of the Contract, any proprietary and confidential information of Victrex. Following the expiration or termination of the Contract, upon Victrex's request, Seller will promptly deliver to Victrex any and all documents and other media, including all copies thereof and in whatever form that contain or relate to Victrex's confidential or proprietary information. Seller's obligations under this section will continue for a period of five (5) years from the date of disclosure of information covered by this section, unless a longer period is specified



in writing by Victrex, or such information constitutes a "trade secret" under Applicable Law, in which case Seller's obligations will continue so long as the information remains a trade secret. Victrex and the Seller shall apply the same security measures and degree of care to protect the confidentiality of confidential information of the other party.

31.3 The obligations under this section do not apply to any information that: (1) is or becomes publicly available through no breach of any agreement between the Victrex and the Seller; (2) is approved for release by the disclosing party in a written notice; (3) is lawfully obtained from a third party without a duty of confidentiality; (4) was already known to the receiving party prior to its disclosure; (5) is required to be disclosed by a valid court order.

31.4 Victrex and Seller may share confidential information of the other party with their: a) Group; and b) consultants, contractors, experts and agents; provided, that the person or entity with whom or which the information is being shared has agreed in writing to be bound by confidentiality provisions comparable to those specified herein. The Seller will first obtain the written consent of Victrex if the Seller or a member of its Group wants to share Victrex confidential information with any party.

31.5 Notwithstanding anything to the contrary in these Conditions, any confidentiality or non-disclosure agreement between the parties that predates the Contract will remain in effect except as expressly modified by these Conditions, and to the extent of a conflict between the express terms of such an agreement and this section, the terms of that agreement will control.

31.6 Seller shall not, without the prior written consent of Victrex, (a) advertise, or make public in any way, any business association between Seller and Victrex arising from the provision of Goods and/or Services to Victrex, or the existence of any Contract, and the nature of any Goods and/or Services provided to Victrex or any information relating to Victrex's customers (other than to Seller's professional advisers on a need to know basis); or (b) use Victrex's or its customers' trademarks, trade names or confidential information in Seller's advertising or promotional materials or in any form of electronic communication such as websites (internal or external), blogs or other types of postings.

## **32 DATA PROTECTION**

32.1 Both parties shall comply with the requirements of all applicable data protection legislation.

32.2 Where the Seller receives personal data from Victrex, the Seller will use such personal data only in accordance with the Contract and Victrex's instructions and will ensure that it has taken steps to ensure the reliability of those of its employees who are used to process such personal data.

32.3 The Seller warrants that it has appropriate technical and organisational processes and procedures in place to safeguard against any unauthorised or unlawful processing and against accidental loss or destruction of, or damage to the personal data.

## **33 TECHNICAL INFORMATION DISCLOSED TO VICTREX**

Seller agrees not to assert any claim against Victrex, Victrex's Customers, or their respective suppliers, with respect to any technical information that Seller has disclosed or may disclose to Victrex in connection with the Goods covered by the Contract, except to the extent expressly covered by a separate written confidentiality and/or license agreement signed by Victrex or by a valid patent expressly disclosed to Victrex prior to or at the time of the Contract. At Victrex's request, Seller will provide technical information required by Victrex to install, assemble or otherwise use the Goods. Technical Information includes engineering, package, testing protocols and results, documents, data and other information relating to the Goods and Tooling.



Notwithstanding any other provision of these Terms, Seller may from time to time provide suggestions, comments or other feedback (“Feedback”) to Victrex and/or Victrex’s Customers in connection with the Goods and/or Services and/or the products or confidential information of Victrex or Victrex’s Customers. Seller agrees that all Feedback is provided voluntarily. Feedback, even if designated as confidential by Seller, shall not create any confidentiality obligation for Victrex or Victrex’s Customers. Victrex and Victrex’s Customers (and their respective suppliers) shall be free to use, disclose, reproduce, license, distribute and otherwise exploit any Feedback without restriction or obligation of any kind on account of Intellectual Property Rights or otherwise.

#### **34 COMPLIANCE**

34.1 Seller, and any Goods or Services supplied by Seller, will comply with all Applicable Laws, rules, regulations, orders, conventions, ordinances or standards of the country(ies) of destination or that relate to the manufacture, labelling, transportation, importation, exportation, licensing, approval or certification of the Goods or Services, including, without limitation, those relating to environmental matters, the handling and transportation of dangerous goods or hazardous materials, data protection and privacy, wages, hours and conditions of employment, subcontractor selection, discrimination, occupational health/safety and product safety. Seller further represents that neither it nor any of its subcontractors, vendors, agents or other associated third parties will utilize child, slave, prisoner or any other form of forced or involuntary labor, or engage in abusive employment or corrupt business practices, in the supply of Goods.

34.2 Seller agrees to comply with all applicable anti-corruption laws, including, without limitation, the U.S. Foreign Corrupt Practices Act and the U.K. Bribery Act, and that neither it nor any of its subcontractors, vendors, agents or other associated third parties will engage in any form of commercial bribery, nor directly or indirectly provide or offer to provide, anything of value to or for the benefit of, any official or employee of a governmental authority or of any government-owned, government-controlled or government-affiliated entity to obtain or retain any contract, business opportunity or other business benefit, or to influence any act or decision of that person in his/her official capacity. At Victrex’s request, Seller will certify in writing its compliance with the foregoing. Seller will indemnify and hold Victrex harmless from and against any liability, claims, demands and expenses (including, without limitation, legal or other professional fees) arising from or relating to Seller’s non-compliance.

34.3 Seller agrees to comply with all Applicable Laws and must not commit (or aid, abet, counsel or procure the commission of) any fraud offence, including without limitation, those set out in Schedule 13 of the UK Economic Crime and Corporate Transparency Act 2023.

34.4 Any breach of clause 34.3 will be regarded as irremediable material breach of these Conditions.

34.5 The Seller shall also comply with the Victrex Supplier Code of Conduct which can be found at here at [Victrex-Supplier-Code-of-Conduct-English FINAL sig.pdf](#)

34.6 Seller and any permitted subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, gender identity, sexual orientation, sex, or national origin. Moreover, these regulations require that Seller and any permitted subcontractor take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

#### **35 LICENCES AND CONSENTS**

If a licence or consent of any third party (including without limitation any governmental or other authority) is required in



connection with the Seller supplying the Goods and/or the Services, the Seller shall obtain the licence or consent at its own expense and produce evidence of it to Victrex on demand.

### **36 EXPORT CONTROLS**

36.1 Notwithstanding anything to the contrary herein, nothing in this Contract is intended, and nothing herein should be interpreted or construed, to induce or require either party to act or refrain from acting (or agreeing to act or refrain from acting) in any manner which is inconsistent with, penalised or prohibited under any laws, regulations or decrees or other mandatory official government requirements of the United Kingdom or the United States of America, EU or UN (as may be amended from time to time) applicable to such party which relate to foreign trade controls, export controls, embargoes or international boycotts of any type.

36.2 The Seller agrees not to provide Goods or procure Services directly or indirectly from any country which is United Kingdom or the United States of America or EU or UN or other applicable government sanctioned or embargoed (or becomes so sanctioned or embargoed).

36.3 The Seller agrees that no Goods or technical data controlled under International Traffic in Arms Regulations ("ITAR") (22 C.F.R. Part 120-130 shall be transferred to Victrex by Seller without the prior written consent of Victrex. In addition, no U.S.-origin Export Administration Regulations ("EAR") goods, service or technical data controlled at a level other than EAR99, shall be transferred to Victrex by Seller without Victrex's prior written consent. Seller shall provide to Victrex the Export Control Classification Number ("ECCN") of the Goods, Services or technical data.

36.4 The Seller hereby agrees to indemnify Victrex for all costs, liabilities, direct damages, claims, for any breach of this clause 36.

### **37 RIGHTS OF THIRD PARTIES**

The Seller agrees that the controls, benefits, rights, licences and indemnities granted to Victrex under the Contract are also granted to each member of Victrex's Group and that any loss suffered by Victrex or a member of Victrex's Group as a result of any action or omission under the Contract shall be deemed to be a loss of Victrex and recoverable from the Seller under the Contract (subject to the agreed exclusions and limits on liability).

### **38 ASSIGNMENT/SUBCONTRACTING**

38.1 Seller may not transfer, assign or delegate, in whole or in part, any of its rights or obligations under the Contract (including, without limitation, any right of payment), whether directly or indirectly, by merger, acquisition or contribution to a joint venture, without Victrex's prior written consent.

38.2 Seller shall not subcontract any of its obligations under the Contract without the prior written consent of Victrex. Any such consent of Victrex shall not release Seller from, or limit, any of Seller's obligations under the Contract. Seller warrants and guarantees that any such subcontractor's performance shall satisfy all requirements applicable to Seller under the Contract. Seller shall provide Victrex with written evidence that subcontractor agrees to be bound by these Conditions and the Purchase Order.

### **39 NO WAIVER**

The failure of either party at any time to require performance by the other party of any provision of the Contract will in no way affect the right to require such performance at any time thereafter, nor will the waiver of either party of a breach of any provision of this Contract constitute a waiver of any succeeding breach of the same or any other provision.

### **40 SEVERABILITY**

If any term of the Contract is invalid or unenforceable under Applicable Law or regulation, such term will be deemed reformed or deleted, as the case may be, but only to the extent necessary to comply with such Applicable Law or regulation, and the remaining provisions of the Contract will remain in full force and effect.



#### **41 NATURE OF RELATIONSHIP OF PARTIES**

Seller and Victrex are independent contracting parties, and nothing in the Contract will make either party the agent or legal representative of the other for any purpose whatsoever, nor does it grant either party any authority to assume or to create an obligation on behalf of or in the name of the other.

#### **42 SURVIVAL**

The obligations of Seller to Victrex survive termination of the Contract, except as otherwise expressly provided in these Conditions.

#### **43 LANGUAGE; GOVERNING LAW; JURISDICTION**

- 43.1 These Terms and all documents relating thereto shall be in the English language only. If any translation is accomplished, the English language version of documents shall control.
- 43.2 These Terms and all Contracts shall be governed by and construed in accordance with and under the laws of the State of Delaware, including the Uniform Commercial Code, and excluding the provisions of the United Nations Convention on Contracts for the International Sale of Goods and any choice of law provisions that require application of any other law. Each of the parties irrevocably and unconditionally agrees (a) to be subject to the jurisdiction of the courts of the State of Delaware and of the federal courts sitting in the State of Delaware, and (b) (1) to the extent such party is not otherwise subject to service of process in the State of Delaware, to appoint and maintain an agent in the State of Delaware as such party's agent for acceptance of legal process, and (2) that service of process may also be made on such party by prepaid certified mail with a proof of mailing receipt validated by the United States Postal Service constituting evidence of valid service, and that service made pursuant to (b) (1) or (2) above shall have the same legal force and effect as if served upon such party personally within the State of Delaware. For purposes of implementing the parties' agreement to appoint and maintain an agent for service of process in the State of Delaware, each party that does not otherwise have a registered agent in the State of Delaware appoints the Delaware Secretary of State as such agent.