

# STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

## 1. Interpretation

1.1 Definitions. In these Conditions, the following definitions apply:

**Agreement:** this document including the Conditions, all annexes and appendices and any documents referenced herein.

**Background Intellectual Property:** the Intellectual Property Rights (i) vesting in or controlled by either Party prior to the date of this Contract, or (ii) generated or acquired by either Party at any time independently from the performance of this Contract.

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**Business Day:** a day (other than a Saturday, Sunday, or a public holiday) when banks in London are open for business.

**Commencement Date:** Shall mean the date the Purchase Order was submitted or the date of the Contract, whichever occurs earlier.

**Conditions:** these terms and conditions as amended from time to time in accordance with Clause 32.

**Contract:** the Agreement concluded between the Customer and the Supplier for the supply of Goods and/or Services, in combination with any Orders issued by the Customer and accepted by the Supplier.

**Control:** has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly.

**Customer:** Atlas Elektronik UK Limited registered in England and Wales with company number 5582639 and whose registered address is specified on the face of the Order.

**Customer Materials:** has the meaning set out in Clause 8.3(i).

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

**Deliverables:** all documents, products and materials developed by the Supplier or its agents, contractors, and employees as part of, or in relation to, the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer program, data, specifications, and reports (including drafts).

**Delivery Location:** the Customer's premises or such other location as is set out in the Order or as instructed by the Customer before delivery.

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**Entire Agreement:** this Contract and all documents referred to herein constitutes the entire agreement and understanding between the Customer and the Supplier in respect of the subject matter of this Contract and supersedes all previous agreements, understanding and undertakings (whether orally or in writing) in such respect. Neither Party has relied upon any previous promises, agreements, representations, undertakings, or implications (whether orally or in writing) and the Parties waive any rights in relation to the same. Nothing in this Agreement shall limit or exclude any liability for fraudulent misrepresentation.

**Export License:** means all relevant official approvals, licenses, authorisations, and registrations including licenses for re-export and deemed export required from time to time to comply with Export Regulations.

**Export Regulations:** means the laws, rules, regulations, and guidelines relating to export control issued by the home state of both Parties and any state that the Parties to this Contract give notice that they must comply with in order to perform each and every part of its obligations under this Contract.

**Goods:** the goods (or any part of them) set out in the Order.

**Goods Specification:** any specification for the Goods, including any related the technical procurement specification, plans and drawings that is agreed in writing by the Customer and the Supplier.

**Greenhouse Gas Emissions (GHG Emissions):** means emission of gases, both natural and human caused, that absorb and emit radiant energy, causing climate change, including but not limited to, carbon dioxide (CO<sub>2</sub>), methane (CH<sub>4</sub>), nitrous oxide (N<sub>2</sub>O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulphur hexafluoride (SF<sub>6</sub>).

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether register or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Net Zero Targets:** means the Customer's full set of net zero emissions targets as set out in the Customer's Carbon Reduction Plan.

**Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's Purchase Order form, or in the Customer's written acceptance of the Supplier's quotation, as the case may be.

**Parties:** both the Customer and the Supplier in the plural.

**Party:** either the Customer or the Supplier in the singular.

**Price:** means the amount payable by the Customer to the Supplier in respect of the Goods and/or Services.

**Purchase Order:** the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

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**“RoHS Directive”:** means Directive 2002/95/EC which relates to the use of certain hazardous substances in electrical and electronic equipment.

**Services:** the services, including without limitation the Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification and/ or in the Order.

**Service Specification:** the description or specification for Services agreed in writing and/or the statement of work by the Customer and the Supplier.

**“Sub-Contractor”** means any subcontractor engaged by the Supplier or by any other subcontractor of the Supplier at any level of subcontracting to provide Deliverables wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

**Supplier:** the person or firm named on the face of the Purchase Order form whom the Customer purchases the Goods/ or Services and shall include any director, officers, employee, and agents thereof.

**“WEEE Directive”:** means Directive 2002/96/EC which relates to the disposal of electrical and electronic equipment.

1.2. Construction. In these Conditions, the following rules apply:

- a) a **person** includes a natural person, corporate or unincorporated body (whether or not having a separate legal personality);
- b) any reference to a party includes its representatives, successors or permitted assigns;
- c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- d) The heading to any Contract provision shall not affect the interpretation of that provision.
- e) The singular includes the plural and vice versa, and the masculine includes the feminine and vice versa.
- f) The words “include”, “includes”, “including” and “included” are to be construed as if they were immediately followed by the words “without limitation”, except where explicitly stated otherwise.
- g) References to any statute, enactment, order, regulation, or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation, or instrument as amended, supplemented, replaced, or consolidated by any subsequent statute, enactment, order, regulation, or instrument.

## 2. Basis of Contract

- 2.1. The Order constitutes an offer by the Customer provided that, if the Order is not accepted in accordance with Clause 2.2, the Customer’s offer will expire without the Customer incurring any liability to the Supplier.
- 2.2. All Orders placed by the Customer under these Conditions shall be acknowledged as accepted or rejected by the Supplier in writing within fourteen (14) calendar days of the date of the Order. Any act by the Supplier consistent with fulfilling the Order, within 30 calendar days from the date of issuance of the Order, shall be constituted as deemed acceptance of the Order by the Supplier through its performance.
- 2.3. On the Supplier’s acceptance of the Order in accordance with Clause 2.2, the Agreement shall be formed.

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- 2.4. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.5. All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.6. Where End Customer Flow Down conditions are stated on the Order or Contract, these conditions shall apply in addition to the Conditions shown herein.
- 2.7. The Supplier represents and warrants that:
- a) it is validly incorporated, organised, and subsisting in accordance with the Laws of its place of incorporation;
  - b) it has full capacity and authority to enter into and to perform this Contract;
  - c) there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it or any of its Affiliates that might affect its ability to perform its obligations under this Contract;
  - d) that for so long as the Contract remains in force the Supplier shall give the Customer written notice of any litigation, arbitration, administrative or adjudication or mediation proceedings before any court, tribunal, arbitrator, administrator or adjudicator or mediator against themselves or a subcontractor which would adversely affect the Supplier's ability to perform their obligations under the Contract;
  - e) all written statements and representations in any written submissions made by the Supplier as part of the procurement process, including without limitation its response to the standard selection questionnaire and invitation to tender (if applicable), its tender and any other documents submitted remain true and accurate except to the extent that such statements and representations have been superseded or varied by this Contract or to the extent that the Supplier has otherwise disclosed to the Customer in writing prior to the date of this Contract; or
  - f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under this Contract.
  - g) that entry into the Contract does not, and the performance of the Contract will not, in any way violate or conflict with any provision of law, statute, rule, regulation, judgement, writ, injunction, decree or order applicable to it.
  - h) that the Contract does not conflict with or result in a breach or termination of any provision of, or constitute a default under, any mortgage, contract or other liability, charge, or encumbrance upon any of its properties or other assets.
- 2.8. The representations and warranties set out in Clause 2.7 shall be deemed to be repeated by the Supplier on the Commencement Date (if later than the date of signature of this Contract) by reference to the facts then existing.
- 2.9. The representations and warranties set out in Clause 2.7 shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty, or any other undertaking in this Contract.

### **3. Supply of Goods**

- 3.1. The Supplier will ensure that the Goods shall:
- a) correspond with their description and any applicable Goods Specification;
  - b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
  - c) where applicable, be free from defects in design, materials and workmanship;

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- d) be handled with the best care, skill, and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, and delivery of the Goods and retain relevant test certificates, conformity assessments and test construction files and ensure that these are available for inspection by the Customer or regulatory authorities when required; and
  - f) be new and not used, refurbished, repaired, or reconditioned.
- 3.2. The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 3.3. The Customer shall have the right to inspect and test the Goods at the Supplier's premises or that of its subcontractors at any time before delivery. Such inspection or failure to inspect shall not constitute acceptance by the Customer.
- 3.4. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

## **4. Delivery of Goods**

- 4.1. The Supplier shall ensure that:
- a) the Goods are packed in accordance with any instructions set out in the Order or Goods Specification. If instructions are not detailed on the Order or in the Contract, the Goods shall be properly packed and secured in such manner as to enable them to reach their destination in good condition.
  - b) each delivery of the Goods is accompanied by a delivery note detailing the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered;
  - c) if the Supplier requires the Customer to return any packaging material for the Goods to the Supplier, this requirement is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the Supplier's cost; and
  - d) any other documentation, including but not limited to, Certificates of Conformity, user manuals or any documentation specifically named or referred to in the Order or Goods Specification is delivered with the Goods. The Goods will only be determined as delivered once all of this documentation has been received.
- 4.2. The Supplier shall deliver the Goods:
- a) on or up to a maximum of three (3) Business Days before the date specified in the Order or, if no such date is specified, then within thirty (30) days of the date of the Order;
  - b) to the Delivery Location;
  - c) during the Customer's normal hours of business on a Business Day, or as instructed by the Customer;
  - d) under the terms of carriage specified in the Order.

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- 4.3. Delivery of the Goods shall be completed in accordance with DAP (Delivery Location) INCOTERMS 2020.
- 4.4. Where any Deliverables are to be delivered by the Supplier to their own premises, or those of a Subcontractor, the risk in such Deliverables shall remain vested in the Supplier until such time as it is handed over to the Customer.

### 5. Acceptance and Rejection of Goods

- 5.1. All of the Goods will not be deemed as accepted until the Goods satisfy the requirements laid out in Clause 3.1.
- 5.2. If the Supplier does not deliver the documentation or packaging required under Clause 4.1 the Customer may reject the Goods. Any rejected Goods shall be returnable at the Supplier's risk and expense.
- 5.3. The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out in Clause 9.
- 5.4. If for any reason the Customer is unable to accept delivery of the Goods until after the agreed delivery date, the Supplier shall store the Goods, safeguard them, and take all reasonable steps to prevent their deterioration until such time that delivery can take place. In the event of delivery of the Goods to storage and where such storage exceeds 30 Business Days, the Customer shall reimburse the Supplier its reasonable costs for such storage.
- 5.5. If any of the Deliverables delivered to the Customer do not conform to the Goods Specification or Service Specification any other terms of the Contract, then (without limiting any other right or remedy that the Customer may have) the Customer may reject the Deliverables (in whole or in part). The Customer shall return these Deliverables to the Supplier at the Supplier's risk and cost.
- 5.6. Rejection of any of the Contractor Deliverables under clause 5.5 shall take place within 30 Business Days and upon the passing of such period, the Deliverables shall be deemed to be accepted.
- 5.7. In the event the Customer identifies any issues concerning the quality or compliance of the Goods, the Customer must submit a Supplier Corrective Action Request ("**SCAR**") to the Supplier. Upon receiving the SCAR, the Supplier must immediately suspend any further deliveries of the Goods pending resolution of the issue.

### 6. Risk in and Title to Goods

- 6.1. Risk in the Goods shall pass to the Customer on completion of delivery. Title in the Goods shall pass to the Customer on receipt of payment by the Supplier or otherwise agreed in writing prior to Contract award. Such passing of property and risk shall be without prejudice to any right of rejection or cancellation arising under this Contract.
- 6.2. Notwithstanding Clause 6.1, the title in any Goods or materials purchased or allocated by the Supplier for the purpose of the Order, or any work done thereon shall immediately vest in the Customer where advance payment or progress payments have been made quoting the Order number. The Supplier shall retain the risk in such Goods or materials until they are delivered in accordance with Clause 6.1. The Supplier will keep such Goods or materials separate and mark such Goods or materials as the Goods or materials of the Customer.

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- 6.3. In the event of any of the termination events set out in Clause 15.1(b) to (n) inclusive arise, the Customer shall have the right to enter the Supplier's premises to seize such Goods or materials and/or require the Supplier to make immediate arrangements for Customer to collect such Goods or materials, in process, finished or semi-finished and any research and development information.
- 6.4. To ensure any milestone payments are made promptly, the Supplier shall complete all supporting documents that support the value of the milestone, and the Supplier shall submit with images of the articles where it can be shown that they are clearly marked as "property of AEUK".
- 6.5. The Supplier agrees to do all such additional acts and execute such additional documents, at its own cost, which may be required to transfer the Title in any Goods to the Customer.
- 6.6. Supplier shall apply to the Customer for authorisation to despatch completed Deliverables and/ or Goods verifying that all activities relevant to the quality and inspection requirements have been completed in accordance with the Contract.
- 6.7. Delivery dates are detailed in the Order.

Unless otherwise agreed in writing, the Delivery Location will be:

ATLAS ELEKTRONIK UK Ltd  
Dorset Innovation Park  
Winfrith Newburgh  
Dorchester  
Dorset, DT2 8ZB

- 6.8. This Clause 6 shall survive termination of the Contract.

## **7. Warranty for Goods**

- 7.1. The Supplier represents and warrants to the Customer that the Goods shall be supplied in accordance with Clause 3.1.
- 7.2. The warranties in Clause 7.1 shall continue for twenty-four (24) calendar months from the date of:  
a) the acceptance Goods in accordance with Clause 5 (Acceptance of Goods); or  
b) the repaired or replaced Goods in accordance with Clause 7.3.(b).
- 7.3. Without prejudice to any other right available to the Customer by contract or generally in law, if there is a defect in the Goods during the warranty period, the Supplier shall upon receipt of written notice from the Customer but at the absolute discretion of the Customer:  
a) refund the Customer on demand for the Price of the defective Goods and, if the Customer requests, collect and remove the defective Goods at the Supplier's own expense and risk; or  
b) repair or replace the defective Goods within the time period specified by the Customer and at the Supplier's own expense and risk provided that, if the Supplier fails to do so or the Customer decides that it is more practical, the Customer may arrange for them to be repaired or replaced by a party other than the Supplier and the Supplier shall indemnify the Customer on demand for any costs and expenses incurred by the Customer.
- 7.4. The Supplier agrees that the benefit of all warranties attaching to the Goods shall be capable of being assigned to the Customer's customer or other user by the Customer without prior written notice to the Supplier.

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7.5. This Clause 7 shall survive termination of the Contract.

### 8. Supply of Services

- 8.1. The Supplier shall, from the date set out in the Order and for the duration of this Contract, including any warranty obligations thereafter, provide the Services to the Customer in accordance with the terms of the Contract.
- 8.2. The Supplier shall meet any performance dates and/or criteria for the Services specified in the Order, Service Specification or notified to the Supplier by the Customer.
- 8.3. In providing the Services, the Supplier represents and warrants to the Customer that the Services shall:
- a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - b) perform the Services with the best care, skill, and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
  - d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
  - e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - f) use the best quality goods, materials, standards, and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
  - g) obtain and at all times maintain all necessary licenses and consents, and comply with all applicable laws and regulations;
  - h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises;
  - i) hold all materials, equipment and tools, drawings, specifications, or other items and data supplied by the Customer to the Supplier ("**Customer Materials**") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, not dispose, or use the Customer Materials other than in accordance with the Customer's written instructions or authorization and insure such Customer Materials;
  - j) not do or omit to do anything which may cause the Customer to lose any license, authority, consent, or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
  - k) allow access to the Customer to inspect any Customer Materials and/or work in progress.
- 8.4. Without prejudice to any other right available to the Customer by contract or generally in law, if there is a breach of the warranties set out in Clause 8.3, the Supplier shall upon receipt of written notice from the Customer but at the absolute discretion of the Customer:
- a) refund the Customer on demand for the Price of the relevant Services;
  - b) perform or re-perform the relevant Services within the time period specified by the Customer and at the Supplier's own expense and risk provided that, if the Supplier fails to do so or the Customer decides that it is more practical, the Customer may arrange for the Services to be performed or re-performed by a party other than the Supplier and the Supplier shall indemnify the Customer on demand for any costs and expenses incurred by the Customer.



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- 8.5. The Supplier agrees that the benefit of all warranties attaching to the Services shall be capable of being assigned to the Customer's customer or other user by the Customer without prior written notice to the Supplier.
- 8.6. If the Customer is not satisfied that the Services is in accordance with the Agreement, the Customer may in its absolute discretion give written notice to the Supplier to:
- a) reject the Services and/or
  - b) re-work the Service without delay at the Supplier's own expense.

### 9. Customer Remedies

- 9.1. If the Supplier fails to deliver the Goods and/or perform the Services within 5 Business Days of the applicable date the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
- a) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
  - b) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party;
  - c) where the Customer has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier;
  - d) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates;
  - e) to require all reasonable measures to be implemented in order to minimise delay or prevent or resolve quality concerns;
  - f) to perform or manage the performance of part or all of the Goods and/or Services under this Contract at the Supplier's cost, with the full co-operation and assistance of the Supplier, until such time the Supplier has demonstrated that it can satisfy the requirements of the Contract; and
  - g) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 9.2. If the Goods and/or Services are not delivered by the applicable date, the Customer may, at its option, claim or deduct 1% per cent of the price of the Goods and/or Services for each week's delay in delivery by way of liquidated damages, up to a maximum of 10% per cent of the total price of the Goods and/or Services.
- 9.3. If the Supplier has delivered Goods that do not comply with the undertakings under this Contract or in accordance with the agreed quality terms, then, without limiting its other rights or remedies, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods:
- a) to reject the Goods (in whole or in part) whether or not title has passed to the Customer and to return the Goods to the Supplier at the Supplier's own risk and expense;
  - b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - c) to require the Supplier to repair without delay or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party;
  - f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with Clause 3.1 and 4.1; and
  - g) to perform or manage the performance of part or all of the Goods and/or Services under this Contract at the Supplier's cost, with the full co-operation and assistance of the Supplier, until such time the Supplier has demonstrated that it can satisfy the requirements of the Contract.

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- 9.4. These Conditions shall extend to any substituted or remedial Services and/or repaired, or replacement Goods supplied by the Supplier.
- 9.5. The Customer's rights under this Contract are in addition to its rights and remedies implied by statute and common law.
- 9.6. This Clause 9 shall survive termination of the Contract.

### **10. Customer Obligations**

- 10.1. The Customer shall:
- a) provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
  - b) provide such information as the Supplier may reasonably request for the provision of the Services and the Customer considers reasonably necessary for the purpose of providing the Services.

### **11. Charges and Payment**

- 11.1. The price for the Goods:
- a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the date stated on the Purchase Order; and
  - b) shall be inclusive of the costs of packaging, insurance, import fees and duties and carriage of the Goods, unless otherwise agreed in writing by the Customer. No extra charges shall be effective unless agreed in writing and signed by the Customer.
- 11.2. The charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 11.3. The Supplier shall invoice the Customer on or after completion of the Services or of delivery of the Goods or in accordance with the agreed milestones. The Supplier's invoice shall include supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant Purchase Order number. All invoices must be sent to the Customer's address designated in the Order.
- 11.4. In consideration of the supply of Goods and/or Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days from the date the Customer has determined that the invoice is valid and undisputed.
- 11.5. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**).
- 11.6. If the Customer fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 2% per cent per annum above the base rate for the time being of the Bank of England accruing on a monthly basis from 30 days after the payment first becomes due up to the date of actual payment, whether before or after judgment. This Clause shall not apply to payments that the Customer disputes in good faith.
- 11.7. The Supplier shall maintain complete and accurate records of the materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

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- 11.8. The Customer may, without prejudice to any other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Customer to the Supplier under the Contract or any other Contract between the Customer and Supplier.
- 11.9. If any advance payments or instalments have been agreed in writing by the Customer, the Customer shall make such payments in accordance with such agreed terms. The Supplier shall hold such payments or instalments on trust on behalf of the Customer until delivery and acceptance have been completed.

### 12. Intellectual Property Rights

- 12.1. In respect of the Goods and any goods that are transferred to the Customer as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier represents and warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to sell and transfer all such items to the Customer.
- 12.2. All Intellectual Property Rights resulting from the work carried out by the Supplier under this Contract shall exclusively vest in the Customer. The Supplier assigns to the Customer all Intellectual Property Rights in the Goods and/ or Services, including the Deliverables or part thereof, created or developed in the performance of this Contract. The rights shall be assigned on its creation with full title guarantee and free from all third-party rights.
- 12.3. The Supplier shall, promptly at the Customer's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all rights, title and interest in the Goods and to the Intellectual Property Rights assigned to the Customer in accordance with Clause 12.2.
- 12.4. All Customer Materials are the exclusive property of the Customer. Unless expressly agreed, the Supplier shall gain no rights to the Customer Materials.
- 12.5. The Supplier represents and warrants that neither the sale nor the use of the Goods provided as part of the Services infringe any third-party Intellectual Property Rights and the Supplier shall indemnify and hold harmless the Customer in accordance with Clause 13 for any breach of this warranty.
- 12.6. The following statement shall be included by the Supplier on all documents required to be delivered under this Contract, including but not limited to drawings and other Deliverables. "This document has been produced for Atlas Elektronik UK Ltd ("AEUK") by [name of Supplier] under [contract reference] and is the sole property of AEUK. All Intellectual Property Rights in this document vest in AEUK and this document shall not be copied, reproduced, used, or modified without the express prior written permission of AEUK."
- 12.7. The Parties agree that all Background Intellectual Property of either Party existing prior to the date of this Contract shall remain vested in or controlled by such Party. The Supplier grants the Customer a non-exclusive, perpetual, world-wide, irrevocable, and royalty-free license (with the right to grant sub-licenses) to use the Supplier's Background Intellectual Property to the extent necessary to exploit the Intellectual Property Rights assigned by the Supplier to the Customer in accordance with this Contract.

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- 12.8. Neither Party shall copy, reproduce, use, modify, customise, disassemble, adapt, reverse engineer, license or sell the other Party's Intellectual Property Rights, except as otherwise expressly permitted in this Contract.
- 12.9. This Clause 12 shall survive termination of the Contract.

**13. Indemnity**

- 13.1. The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages, and losses (whether direct or indirect), including any interest, fines, legal and other professional fees, and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:
- a) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods and/or Services, to the extent that the defect in the Goods and/or Services is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - b) any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of a breach of Contract terms, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;
  - c) any claim, liability, loss, costs, expenses, damages, payments, and royalties of any kind whatsoever made against the Customer as a result of or in connection with any actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with the:
    - i) manufacture, supply, or use of the Goods, or;
    - ii) receipt, use or supply of the Services;
  - d) any loss or damage to the Customer Materials whilst such items are in the Supplier's possession or before re-delivery to the Customer; and
  - e) any breach of the warranties under this Contract.
- 13.2. For the duration of the Contract and for a period of three (3) years thereafter, the Supplier shall maintain in force the following insurance policies with a reputable insurance company:

<b>Insurance Policy</b>	<b>Insurance limit of at least</b>
public liability insurance	£10,000,000 million for claims arising from a single event or series of related events in a single calendar year
product liability insurance	£10,000,000 million for claims arising from a single event or series of related events in a single calendar year
professional indemnity insurance	£5,000,000 million for claims arising from a single event or series of related events in a single calendar year

- 13.3. The Supplier shall notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
- 13.4. The Supplier's liabilities under this agreement shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in 13.2.
- 13.5. On the Customer's written request, the Supplier shall provide the Customer with copies of the insurance policy certificates and details of the cover provided for the insurance required under 13.2.

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13.6. This Clause 13 shall survive termination of the Contract.

### 14. Confidentiality

- 14.1. The Supplier agrees to treat and keep confidential and shall not disclose to any third party (except sub-contractors authorised by the Customer in writing and subject to a no less onerous obligation of confidentiality being agreed with such sub-contractor and then only to the extent necessary to the performance of the sub-contract) all information including without limitation technical, financial and commercial information, advice, know-how, drawings, designs and specifications supplied by the Customer in connection with this Contract or which becomes known to the Supplier through performance of this Contract (“**Confidential Information**”).
- 14.2. The Supplier shall not use any of the Confidential Information except in connection with the execution of this Contract and shall on completion of this Contract or earlier termination in accordance with these Conditions, return all such Confidential Information to the Customer.
- 14.3. All Confidential Information shall remain the exclusive property of the Customer and, save as expressly stated in this Contract, no licence, or rights to use the Confidential Information are granted by the Customer to the Supplier.
- 14.4. This Contract shall be treated as confidential and no reference to the existence of this Contract or the Customer’s name shall be made or disclosed in any publicity material or other similar communications to third parties without the Customer’s prior consent in writing.
- 14.5. Where there is a Non-Disclosure Agreement (NDA) in place between the Supplier and the Customer, this NDA will form part of this Contract. Both the NDA and this Clause 14 will supplement each other, however, in the event of a conflict, the NDA will take precedence.
- 14.6. The provisions of Clause 14.1 shall not apply where the Confidential Information can be proved by the Supplier to be either:
- Currently public knowledge other than by breach of Clause 14.1; or
  - in the possession of the Supplier with the full right to disclose prior to receiving it from the Customer; or
  - independently received by the Supplier from a third party having the full right to disclose; or
  - developed at any time independently of any disclosure by the Company; or
  - required to be disclosed in response to a valid order by a court of competent jurisdiction or by any competent authority or appropriate regulatory body or otherwise required by law, provided however that the Supplier first gives written notice of such disclosure to the Customer.
- 14.7. The Supplier shall on written demand by the Customer:
- return to the Customer any Confidential Information (and any copies thereof) reduced to any permanent form;
  - use its reasonable endeavours to delete all electronic copies of Confidential Information from any computer systems; and
  - provide the Customer a certificate, signed by an officer of the Supplier, confirming that the obligations in this Clause 14.7 have been complied with.
- 14.8. The Supplier is responsible for ensuring the security and confidentiality of all data generated, shared, or accessed as part of the Deliverables. This includes implementing robust cybersecurity measures and complying with all applicable data protection laws. In the event of a data breach, the Supplier must notify the Customer immediately and take all necessary steps to mitigate the breach.
- 14.9. This Clause 14 shall survive termination of the Contract.

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### 15. Termination

- 15.1. Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- a) the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing of the breach;
  - b) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
  - c) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
  - d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
  - e) the Supplier (being an individual) is the subject of a bankruptcy petition order;
  - f) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
  - g) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
  - h) a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
  - i) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
  - j) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clause 15.1(b) to Clause 15.1(n) (inclusive);
  - k) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
  - l) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
  - m) the Supplier is acquired by or merged with any third party or any change of Control of the Supplier; or
  - n) the Supplier is or may be unable, in the Customer's reasonable opinion, to perform any or all obligations under the Agreement; or
  - o) be found in material breach of any compliance or regulatory requirements that significantly affect the execution of the Contract terms.
- 15.2. Without limiting its other rights or remedies, the Customer may terminate the Contract:
- a) in respect of the supply of Services, by giving the Supplier one (1) months' written notice; and
  - b) in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case the Customer shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

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- 15.3. Regarding any termination right under the Contract, where both Goods and Services are supplied, the Customer may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 15.4. The Customer may at any time terminate the Agreement for convenience, with immediate effect, upon giving the Supplier written notice provided that in such case the Customer agrees that it will reimburse the Supplier for any costs which the Supplier can prove it has reasonably and properly incurred as a direct consequence of such an early termination ("**Termination Amount**") which shall represent full and final settlement of such early termination. The Supplier shall submit an invoice to the Customer for the Termination Amount within three (3) calendar months of any notice of termination issued pursuant to this Clause 15.4, with it being understood and agreed that no compensation for termination-related damages of any kind shall be payable by the Customer.
- 15.5. Following the notification under Clause 15.4, the Customer shall be entitled to exercise any of the following rights in relation to the Contract (or part being terminated) to direct the Supplier to:
- a) not start work on any element of the Deliverables not yet started;
  - b) complete in accordance with the Contract the provision of any element of the Deliverables;
  - c) as soon as may be reasonably practicable take such steps to ensure that the production rate of the Deliverables is reduced as quickly as possible;
  - d) terminate on the best possible terms any subcontracts in support of the Deliverables that have not been completed, taking into account any direction given under Clauses 15.5(b) and 15.5(c).

## 16. Consequences of Termination

- 16.1. On termination of the Contract for any reason, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete and return all Customer Materials and Goods to which the Customer has title. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 16.2. Termination or expiry of the Contract shall not affect or prejudice any of the rights, remedies, obligations, or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 16.3. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

## 17. Force Majeure

- 17.1. Neither Party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that Party and by its nature could not have been foreseen by such a Party, or if it could have been foreseen, was unavoidable.
- 1.1. Force Majeure event may include, but is not limited to, acts of God, war, terrorism, fire, floods, earthquakes, pandemics, general strikes, and epidemics. The Party seeking to claim a Force Majeure event ("**non-performing party**") must serve notice to the other Party as soon as reasonably possible including details of the event, its effect on performance, the expected duration and the actions undertaken to mitigate the impact. The non-performing party shall take all reasonable steps to comply with its obligations under this Contract, use reasonable efforts to limit

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damages to the other Party and to resume its performance under the Contract without delay. If the Force Majeure event prevents the Supplier from supplying the Goods and/or Services for more than eight (8) weeks, the Customer shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

### **18. Waste Management**

- 18.1. The Supplier shall comply with all relevant UK and European regulations in respect of waste management and control. The Supplier shall support the Customer in its obligations under such regulations by providing regular reporting (in such form and substance as the Customer shall require) on waste management, including but not limited to packaging, usage data, and hazardous substances.

### **19. ROHS Directive & WEE Directive**

- 19.1. The Supplier shall comply with all relevant UK and European regulations relating to the use of hazardous substances in electrical and electronic equipment and the disposal of electrical and electronic equipment, including without limitation, the RoHS Directive and the WEEE Directive (“the Regulations”). In accordance with the Regulations the Supplier shall provide the Customer with full support and all necessary data in the format agreed in order to ensure the Customer is full complainant with the Regulations.

### **20. Hazardous Goods**

- 20.1. The Supplier shall mark all hazardous goods with international danger symbols where they exist and clearly display the name of the material in English. Transport and other documents must include a declaration of the hazard and name of the material in English.
- 20.2. Goods must be accompanied by emergency information in English in the form of written instructions, labels, or markings. The Supplier shall comply with the requirements of all legislation within the United Kingdom and all relevant European legislation including without limitation the Control of Substances Hazardous to Health Regulations 2002 and any relevant international agreements relating to the packing, labelling and carriage of hazardous goods. All information held by or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods supplied under this Contract shall be promptly communicated to the Customer in writing prior to delivery.
- 20.3. The Supplier shall comply with the Montreal Protocol on Substances that Deplete the Ozone Layer (“the Montreal Protocol”). Should the requirements of this Contracts not be possible without contravening the provisions of Montreal Protocol the Supplier shall notify the Customer in writing within four (4) Business Days of the receipt of this Contract. Failure so to do shall be taken to indicate compliance and any liabilities (financial or otherwise) incurred as a result shall be the responsibility of the Supplier.

### **21. Obsolescence**

- 21.1. The Supplier shall have an obsolescence policy and procedure and shall provide notification to the Customer of all Goods or Services that are due to become obsolete. This notification shall be no less than 12 months prior to the point at which the Goods or Service shall cease to exist and shall allow the Customer the option of an all-time buy or technical transfer in order to support the Customer’s on-going business requirements. In addition, all the associated costs to maintain form, fit and function throughout the life of Goods shall be borne by the Supplier.

### **22. Manufacturing Changes**

- 22.1. The Customer must be advised in writing in advance of any and all proposed changes in the Goods Specification or a change in the method of construction of the Goods to be supplied. In the event of such a notice, the Customer reserves the right to cancel this Contract or at its option to confirm this



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Contract whereupon the Customer's written approval to supply the Goods shall be sent to the Supplier.

### **23. Further Support**

- 23.1. The Supplier agrees to do all such reasonable acts and execute such reasonable documents, at its own cost, which may be required to effect the purposes of this Contract.
- 23.2. Unless otherwise specified in the Contract, the Supplier will, at no additional fee, provide the undertakings detailed in Clause 3.1 (Goods) and/or 8.3 (Services) for a period of 2 years from acceptance by the Customer. The Supplier will promptly correct or procure the correction and in any case will rectify the failure no later than ten (10) days from the date of notification by the Customer.

### **24. Continuity of Supply**

- 24.1. The Supplier undertakes to use all reasonable endeavours to accept future orders in respect of the Customer's future requirements for similar Goods and Services at prices and delivery lead-times no less favourable to the Customer than those agreed for this Contract having regards to the economic circumstances at the time. In the event that the Supplier is reasonably unable to accept such orders it shall, at the Customer's request, enter into negotiations with the Customer to agree on reasonable terms and conditions and licences necessary to enable the Customer to receive and use all necessary drawings, manufacturing, information, and tooling to enable the Customer to make the Goods itself or have them made elsewhere.

### **25. Export Regulations**

- 25.1. The Parties acknowledge that compliance with Export Regulations is an express condition of this Contract. To achieve compliance with all Export Regulations the Parties agree to make full disclosure at all times of all applicable Export Regulations, or other compliance obligations, which may affect the delivery or use of their Goods, information, or Services and/or the performance of their obligations under this Contract.
- 25.2. The Supplier shall identify any part of the delivery of Goods or Services that is subject to Export Regulations and will provide this information in a format requested by the Customer. Until actual delivery, amendments to such information shall be provided by the Supplier to the Customer in the event of a change in Export Regulations or an envisaged change of the classification, and the Supplier shall provide the Customer with all information concerning such applicable Export Regulations.
- 25.3. The Customer agrees to provide an end user statement, where such is required to enable the Supplier to obtain the Export Licences required to perform its obligations under this Contract. In the event that the end user differs from that originally intended or described in the end user statement, the Customer will immediately notify the Supplier in writing and the Parties shall use all reasonable endeavours to obtain a revised Export Licence.
- 25.4. The Parties acknowledge that they will undertake at their own expense all necessary actions to obtain the Export Licences and any other additional approvals required to perform their obligations under this Contract.
- 25.5. Where the Supplier is not able, for whatever reason, to obtain an Export Licence sufficient to allow performance of its obligations under this Contract on time, or at all, it shall immediately communicate this to the Customer. The Parties shall work together in good faith to resolve the difficulties in obtaining an Export Licence.
- 25.6. If Goods supplied pursuant to the Purchase Order are not manufactured in the United Kingdom, the Supplier shall advise the Customer of the Country of Origin of those Goods, for each applicable item.

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- 25.7. In order to ensure compliance with the International Traffic in Arms Regulations (ITAR) the Supplier is required to advise whether any of the Goods or Services, software or documentation under this Contract is ITAR / EAR controlled.
- 25.8. Supplier shall identify if any of the Goods or Services are subject to any form of Export Control and, if applicable, confirm the relevant Export Control Classification Number (ECCN).
- 25.9. In the event that the Supplier suspects or knows that any section of the above legislation has not been adhered to or has the potential to be breached during the undertaking of this Contract the Customer shall be notified in writing within 24 hours of discovery.

### 26. Assignments and Subcontracting

- 26.1. Without the Customers written consent, the Supplier shall not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract.
- 26.2. The Customer may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.
- 26.3. Notwithstanding any such sub-contracting, the Supplier shall remain wholly liable to the Customer for all obligations under the Agreement.
- 26.4. The Supplier shall exercise due skill and care in the selection of any Sub-Contractors to ensure that the Supplier is able to manage any Sub-Contractors in accordance with good industry practice and comply with its obligations under this Contract in the provision of the Services.
- 26.5. Prior to sub-contacting any of its obligations under this Contract, the Supplier shall notify the Customer of:
- a) the proposed Sub-Contractor's name, registered office, and company registration number; and
  - b) the scope of any Services to be provided by the proposed Sub-Contractor.

### 27. Notices

- 27.1. Any notice or other communication required to be given to a Party under or in connection with this Contract shall be in writing and shall be delivered to the other Party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or by formal letter transmitted by e-mail.
- 27.2. Any notice or communication shall be deemed to have been duly received if delivered personally, when left at the address referred to below or, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed or if a formal letter was transmitted by e-mail, within four (4) hours of transmittal.
- 27.3. This Clause 27 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mail communication. However, for the avoidance of doubt, notices or formal letters transmitted by e-mail shall be deemed as valid notice.
- 27.4. Notices shall be sent to the following address for each Party; AEUK Winfrith, Dorset Innovation Park, Winfrith Newburgh, Dorset, DT2 8ZB, [Procurement@uk.atlas-elektronik.com](mailto:Procurement@uk.atlas-elektronik.com), a previously established Procurement Contact or relevant Sub Contract Manager.

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### 28. Waiver and Cumulative Remedies

- 28.1. A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a Party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 28.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

### 29. Severance

- 29.1. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal, or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 29.2. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable, and legal if some part of it were deleted, the provision shall apply with the modification necessary to make it legal, valid, and enforceable, while maintaining that the amendment shall be as close as possible to the intended effect of the invalid, illegal or unenforceable provision.

### 30. No Partnership

- 30.1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other party in any way.

### 31. Third Parties

- 31.1. A person who is not a Party to the Contract shall not have any rights under or in connection with it. The Parties do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties Act) 1999 by any person not Party to this Contract.

### 32. Variation and Third Parties Rights

- 32.1. Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.
- 32.2. No person other than you and the Company will have any rights under this Agreement and the Contracts (Rights of Third Parties) Act 1999 will not apply to it. The terms of this Agreement or any of them may be varied, amended, or modified or this Agreement may be suspended, cancelled, or terminated by agreement in writing between the parties or this Agreement may be rescinded (in each case), without the consent of any third party.

### 33. Compliance

- 33.1. The Supplier shall:
- comply with all applicable laws, statutes, regulations, and code relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");
  - not engage in any activity, practice, or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010;
  - comply with the Customer's Ethics, Anti-bribery, and Anti-corruption Policies in force from time to time (Relevant Policies);
  - have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant

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Requirements, the Relevant Policies and Clause 33.1 (a), and will enforce them where appropriate;

- e) promptly report to the Customer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with this Contract.
- f) Comply with the Modern Slavery Act 2015.

- 33.2. The Supplier shall ensure that any person associated with the Supplier in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this Contract (“Relevant Terms”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms and shall be directly liable to the Customer for any breach by such persons of any of the Relevant Terms.
- 33.3. Breach of this Clause 30 shall be deemed a material breach of contract.
- 33.4. For the purpose of this Clause 33, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act).
- 33.5. For the purposes of this Clause 33 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

### **34. Data Privacy**

- 34.1. Both Parties will comply with all applicable requirements of Data Protection Legislation. This Clause 34 is in addition to, and does not relieve, remove, or replace, a party’s obligations or rights under the Data Protection Act 2018, or any other relevant UK legislation on this subject.
- 34.2. Particular obligations relating to data sharing. Each party shall ensure that it has in place appropriate technical and organisational measures, reviewed, and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.

### **35. Non-Solicitation**

- 35.1. To the extent permitted by law and subject to the operation of the Transfer of Undertakings (Protection of Employment) Regulations 2006, the Supplier agrees that as from the date of commencement of the Agreement until two (2) years after the date of termination of the Agreement, it shall not, without the Customer’s prior written consent, directly or indirectly actively solicit or hire for employment or engagement, or entice away on behalf of itself or any other person or organisation, any of the Customer’s staff who have been directly associated with the Contract and who are then still employed by the Customer. Nothing in this Clause 35 shall restrict the Supplier from employing any individual who applies unsolicited in response to general advertising or other general recruitment campaigns.

### **36. Records**

- 36.1. The Supplier shall maintain all records specified in and connected with the Contract (expressly or otherwise) and make them available to the Customer when requested on reasonable notice.
- 36.2. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.
- 36.3. Except otherwise specified within this Contract, the Supplier is to maintain the records required by this Contract for the period of at least ten (10) years from:
  - a) the end of the Contract term;
  - b) the termination of the Contract; or

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- c) the final payment,  
whichever occurs latest.

### 37. Publicity and Communications with the Media

- 37.1. The Supplier shall not, and shall not permit any person to, without the Customer's prior written consent, publicise in any media or public announcement information regarding the terms of the Agreement use "Atlas" or derivatives of the company name as part of any publicly available material.
- 37.2. The Supplier shall not and shall ensure that any employee or subcontractor shall not communicate with representatives of the press, television, radio, or other media on any matter concerning the Contract unless the Customer has given its prior written consent.

### 38. Change of Control

- 38.1. The Supplier shall notify the Customer, as soon as practicable, in writing of any intended, planned, or actual change in Control of the Supplier and/or any major Subcontractors.
- 38.2. The Supplier shall not be required to submit any notice which is unlawful or is in breach of either any pre-existing non-disclosure agreement or any regulations governing the conduct of the Supplier in the UK or other jurisdictions where the Supplier may be subject to legal sanction arising from issuing such a notice.
- 38.3. Each notice of change of Control shall be taken to apply to all contracts with between the Customer and Supplier.
- 38.4. The Representative of the Customer shall consider the notice of change of Control and advise the Supplier in writing of any concerns the Customer may have. Such concerns may include but are not limited to potential threats to national security, the ability of the Customer to comply with its statutory obligations or matters covered by the declarations made by the Supplier prior to Contract Award.
- 38.5. The Customer may terminate the Contract by giving written notice to the Supplier within six months of the Customer being notified in accordance with Clause 38.1.
- 38.6. Upon a change of Control, the Customer shall be able to terminate the Agreement under Clause 15.1(m).
- 38.7. Notification by the Supplier of any intended, planned, or actual change of Control shall not prejudice the existing rights of the Customer under the Contract, nor create or imply any additional rights of the Supplier.

### 39. Dispute Resolution

- 39.1. Any dispute, controversy, or claim ("Dispute") arising out of or in connection with this Contract between the Parties, the following procedure shall apply:
- either Party shall serve a written dispute notice, which sets out the nature of the Dispute, on the other Party;
  - the Parties will use reasonable but commercially prudent endeavours to achieve a commercially acceptable resolution to the Dispute, within ten (10) Business Days of the date of the dispute notice;
  - if the Parties cannot resolve the Dispute within ten (10) Business Days of it being referred to them, then they shall refer the Dispute to their respective Directors for resolution.

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- 39.2. Subject to the provisions of Clause 39.1 above, if the Parties cannot reach resolution amicably, the Parties agree that any Dispute arising out of or in connection with the Contract, including any question regarding its existence, validity or termination, and any dispute relating to any non-contractual obligations arising out of or in connection with the Contract, shall be referred to and finally resolved by arbitration under the Rules of the London Court of International Arbitration, which Rules are deemed to be incorporated by reference into this Clause.
- 39.3. The number of arbitrators shall be one. The seat, or legal place, of arbitration shall be London. The language to be used in the arbitration shall be English.
- 39.4. The Parties' obligations to perform this Contract shall not be affected by this procedure, or by any other procedure, for the resolution of disputes referred to in this Clause 39.

### **40. Governing Law**

- 40.1. The formation, existence, construction, performance, validity, interpretation and all aspects whatsoever of the Contract or Order including any non-contractual obligations arising out of or in connection with the Contract or Order will be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation..
- 40.2. The Parties shall at all times comply with all laws and regulations applicable to the provision of the Goods and/or Services (including any evolution thereof) and any other laws pertaining to compliance with this Contract and the Order.
- 40.3. The Supplier shall obtain all permits and registrations and approvals of governmental authorities that are necessary or advisable in respect of the Goods and/or Services.
- 40.4. Each Party agrees with each other Party that the provisions of this clause 40 shall survive any termination of the Contract for any reason whatsoever and shall remain fully enforceable as between the Parties notwithstanding such a termination.

### **41. Counterfeit Materiel**

- 41.1. The Supplier must ensure that all Goods supplied under this Contract are genuine and free from any Counterfeit Materiel. In the event Counterfeit Materiel are discovered in Goods, the Supplier shall promptly replace such Goods at its own expense. The Supplier shall also maintain a procedure to prevent and mitigate the spread of counterfeit Goods.
- 41.2. Where the Customer suspects that any Deliverable or consignment of Deliverables contains Counterfeit Materiel, it shall:
- a) notify the Supplier of its suspicion and reasons therefore;
  - b) where reasonably possible, and if requested by the Customer within 10 Business Days of such notification, (at the Suppliers own risk and expense and subject to any reasonable controls specified by the Customer) afford Supplier the facility to (i) inspect the Suppliers Deliverable or consignment and/or (ii) obtain a sample thereof for validation or testing purposes.
  - c) at its discretion, provide the Supplier with a sample of the Deliverable or consignment for validation or testing purposes by the Contractor (at the Contractor's own risk and expense).
  - d) give the Supplier a further 20 Business Days or such other reasonable period agreed by the Customer, from the date of the inspection to comment on whether the Supplier's Deliverables or consignment meets the definition of Counterfeit Materiel; and

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- e) determine, on the balance of probabilities and strictly on the evidence available to it at the time, whether the Supplier Deliverables or consignment meets the definition of Counterfeit Materiel.

41.3. Where the Customer suspects that any Deliverable or consignment of Deliverables contains Counterfeit Materiel then it may reject the Deliverable, part, or consignment under Clause 5.5 and 5.6 (Rejection).

- 41.4. In addition to its rights under 5.5 and 5.6 (Rejection) where the Customer has determined that any Deliverables or consignment of Deliverables contains Counterfeit Materiel, it shall be entitled to:
- 41.4.1. retain any Counterfeit Materiel; and/or
  - 41.4.2. retain the whole or any part of such Contractor Deliverable or consignment where it is not possible to separate the Counterfeit Materiel from the rest of the Contractor Deliverable, or consignment;

and such retention shall not constitute acceptance under Clause 5.

- 41.5. Where the Customer intends to exercise its rights under clause 41.4 the Supplier may, subject to the agreement of the Customer (and at the Suppliers own risk and expense and subject to any reasonable controls and timeframe agreed), arrange, for:

- 41.5.1. the separation of Counterfeit Materiel from any Deliverable or part of a Deliverable; and/or
- 41.5.2. the removal of any Deliverable or part of a Deliverable that the Customer is reasonably satisfied does not contain Counterfeit Materiel.

- 41.6. The Supplier shall not be entitled to any payment or compensation from the Customer as a result of the Authority exercising the rights set out in clauses 41.1 to 41.5.

## 42. Transparency and Information Disclosure

- 42.1. The Supplier shall maintain full transparency with the Customer regarding any significant operational, financial, or legal changes that may impact the supply of Goods and Services. This includes, but is not limited to, changes in ownership, financial stability, or pending litigation. The Supplier must notify the Customer in writing within five (5) Business Days of becoming aware of such circumstances.

## 43. Sustainable Procurement

- 43.1. The Supplier shall take all reasonable steps to procure the observance of the economic, social, and environmental legislation related to the subject matter or the execution of the Contract by any servants, employees or agents of the Supplier and any sub-suppliers engaged in the performance of the Contract.
- 43.2. If the Supplier becomes aware of any potential or actual prosecution or proceedings for criminal breaches of the economic, social, and environmental legislation related to the subject matter or the execution of the Contract, against the Supplier, any servants, employees or agents of the Supplier and any sub-suppliers engaged in performance of the Contract, the Supplier shall immediately notify the Customer at the address specified in the Contract.
- 43.3. Any convictions during the period of the Contract for criminal breaches of the economic, social, and environmental legislation related to the subject matter or the execution of the Contract by the Supplier or any of the Supplier's directors/partners or senior management who have powers of representation, decision, or control, shall be regarded as a material breach of this Contract.

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- 43.4. A sustainable procurement plan is not required for the purposes of this Contract.
- 43.5. The Supplier shall in all their operations to perform the Contract, adopt a sound proactive environmental approach that identifies, considers, and where possible, mitigates the environmental impacts of their supply chain. The Supplier shall provide evidence of so doing to the Customer on demand.

### **44. NET ZERO**

- 44.1. The Supplier acknowledges and understands the Net Zero Targets as set out in the Customer's Carbon Reduction Plan AE384\_Carbon\_Reduction\_Plan\_v04.pdf. The Supplier agrees to comply with the provisions of this clause 44 to support the Customer to minimise as far as reasonably practicable the quantity of Greenhouse Gas (GHG) Emissions resulting from the performance of this Agreement.
- 44.2. During the Term, the Supplier shall:
- 44.2.1. Minimise as far as reasonably practical the quantity of GHG Emissions resulting from the performance of its obligations under this Agreement;
  - 44.2.2. Commit to its own net zero targets and report on its GHG emissions and any relevant GHG Emissions reductions on an annual basis; and
  - 44.2.3. Provide such data to the Customer as the Customer may reasonably require from time to time (which may include information relating to carbon footprints of the Goods and/or Services) in order to meet the Customer's own reporting requirements and/or any reporting requirements under the Customer's relevant customer contracts.
- 44.3. When further sub-contracting is permitted under this Agreement, the Supplier shall:
- 44.3.1. Highlight climate change and net zero as a central issue to its supply chain;
  - 44.3.2. Create an environment for its suppliers to challenge, innovate and offer lower GHG Emissions alternatives in relation to the Goods and/or Services; and
  - 44.3.3. As far as reasonably possible, ensure that the obligations set out in clause 44 are flowed down to its sub-contractors in any sub-contracts that relate to its obligations under this Agreement.
- 44.4. The Supplier warrants that the content of any reporting provided by the Supplier to the Customer in accordance with his Clause 44 is in all material respects complete, accurate and not misleading.

### **45. Changes to the Contract**

- 45.1. In the event of a requested change between the Customer and the Supplier, the change will be described, the scope of the change specified, and the Supplier will detail the impact of this change, including full technical and commercial considerations and any cost and schedule impact.
- 45.2. Any change shall be accepted by both Parties and the associated Purchase Order shall be amended to reflect these changes, agreed changes will be reflected contractually and will take precedence in the event of a conflict.