



General Purchase Order Terms and Conditions

NOVEMBER 2022

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1. Interpretation

The following definitions and rules of interpretation apply in these Conditions

1.1 Definitions

“Business Day” a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;

“Commencement Date” has the meaning given in Clause 2.2;

“Conditions” means these Standard Conditions of Purchase as applicable at the time of Order;

“Contract” means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order

“Counterfeit Products” means Products that are or contain items misrepresented as having been designed, produced, altered and/or repaired under an approved system or other acceptable method;

“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 drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

“Delivery” means the point at which all conditions of Clause 5 Delivery, and the relevant Incoterms specified in clause 6 are fulfilled;

“Goods” the goods (or any part of them) set out in the Order;

“Intellectual Property Rights” patents, utility models, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

“Order” means the purchase order for Goods and/or Services placed by ESUK as the Purchaser on the Supplier to which these Conditions are attached to form the Contract;

“Party and Parties” means the Purchaser and the Supplier

“Product” means the goods, materials, work or services which are to be purchased by ESUK from the Supplier as detailed within the Specification detailed on the Purchase Order

“Purchaser” means Elbit Systems UK Limited which may also be abbreviated to ESUK;

“Purchaser Material” means all materials, equipment and tools, drawings, specifications and data supplied by the Purchaser to the Supplier

“Quotation” means a formal priced proposal, response to tender, catalogue price or other definition of the ordered item(s) and price(s) provided by the Supplier, valid at the date of Order and referenced in the Order

“Specification” means the document (if provided) which sets out the agreed design, performance and functionality of the Product;

“Service Specification” means the document (if provided) which sets out the agreed performance and functionality of the Services;

“Services” means the services, including any Deliverables, to be provided by the Supplier under the Order as set out in the Service Specification and / or Services.

“Special Conditions” means any additional conditions which are specifically stated in the Order;

“Supplier” means the Supplier upon which the Order is placed as stated on the Order.

2. Basis of contract

2.1 The Order constitutes an offer by the Purchaser to purchase Goods and/or Services from the Supplier in accordance with these Conditions at the price or prices stated in the Order.

2.2 The Order shall be deemed to be accepted on the earlier of:

- a. the Supplier issuing written acceptance of the Order; or
- b. any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (Commencement Date).

2.3 No amendment to an Order will be deemed valid unless it is issued via an Order amendment by the Purchaser and accepted by the Supplier in accordance with Clause 2.2(a) of these Conditions.

2.4 These Conditions, including any Special Conditions applying to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, 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.

3. Acceptance of goods and services

3.1 All Products (Goods and/or Services) provided by the Supplier shall be in accordance with the requirements of this Order. If the Purchaser is not satisfied that the Products are delivered in accordance with the Order, the Purchaser may, at its absolute discretion:

- a. reject the Products in whole or in part; and/or
- b. give notice to the Supplier to promptly repair, replace or re-perform (as the case may be the affected Products in conformity with the applicable requirements at the Supplier's expense and risk).

3.2 Where acceptance tests are set out as a Special Condition and/or in the Specification, acceptance of Products shall be subject to completion of the acceptance tests to the Purchaser's satisfaction. Where no acceptance tests are set out, the Purchaser shall have the right to inspect the Products after delivery and acceptance shall only take place if the Products are deemed satisfactory. If no inspection is made, the Products shall be accepted on the earlier occurrence of

- a. when they have been taken into final and beneficial use by the Purchaser, or
- b. twenty-eight (28) days after deemed delivery in accordance with clause 6, Delivery of Goods.

4. Risk and Title

4.1 Risk in the Products will pass to the Purchaser upon Delivery.

4.2 Title in the Products will pass upon acceptance in accordance with clause 6.

5. Invoices and payment

5.1 Price for the Products

The prices for the Products shall be as stated on the Order and consistent with any valid Quotation from the Supplier:

- a. be non-revisable and exclusive of VAT
- b. be inclusive of the costs of packaging, insurance and carriage of the Products.
- c. Not include any additional charges unless agreed in writing and signed by the Purchaser
- d. include the cost of compliance with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Products

5.2 The Supplier shall submit an invoice at the point of, or after, Delivery in accordance with the terms stated on the Order.

5.3 Payment will be in accordance with the terms on the Order. In the absence of such terms being identified on the Order, the Purchaser's default terms of 30 days from date of valid invoice will apply.

6. Delivery of Goods

6.1 The Supplier shall ensure that:

- a. the Goods are delivered on the date specified in the Order or, if no such date is specified, then within 30 days of the date of the Order;
- b. to the Purchaser's premises or such other location as is set out in the Order or as instructed by the Purchaser before delivery (Delivery Location); and
- c. during the Purchaser's normal hours of business on a Business Day, or as instructed by the Purchaser
- d. in accordance with Incoterms 2020© DAP, DDP, or FCA with a specified named place of delivery identified on the Order. In the absence of any referenced delivery terms, the default position is for delivery to be made DDP Incoterms 2020©, however the named place of delivery must always be obtained from the Purchaser.
- e. the Supplier shall ensure that the Shipping Invoice accurately characterises the Goods (part numbers, descriptions, quantities, value, duties applicable, Commodity Codes, Export Control Classification Numbers, and all applicable export licence numbers, country of origin, relevant licences/Carnet for export, import (permanent or temporary)).

6.2 If the Supplier:

- a. delivers less than the quantity of Goods ordered, unless otherwise agreed the Purchaser may reject the Goods; or
- b. delivers more than the quantity of Goods ordered, unless otherwise agreed, the Purchaser may at its sole discretion reject the Goods or the excess Goods,
- c. delivers the Goods early, then the Purchaser at its sole discretion may choose to take delivery of the Goods or to return the Goods at the cost of the supplier to be redelivered at the correct time

6.3 any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Purchaser accepts the delivery, the Supplier may make a pro rata adjustment to the invoice for the Goods.

6.4 The Supplier shall not deliver the Goods in instalments without the Purchaser'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 Purchaser to the remedies set out in Clause 6.6.

6.5 The Supplier shall meet any delivery dates for the Goods specified in the Order and time is of the essence in relation to any of those delivery dates.

6.6 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- a. to terminate the Contract with immediate effect by giving written notice to the Supplier;
- b. to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- c. to recover from the Supplier any costs incurred by the Purchaser in obtaining substitute goods and/or services from a third party;
- d. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
- e. to claim for any additional costs, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to meet such dates.

7. Supply of goods

7.1 The Supplier shall ensure that the Goods:

- a. correspond with their description and any applicable 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 Purchaser, expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgement;
- c. where they are manufactured products, that the Goods are free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
- d. comply with all applicable statutory, environmental, safety and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

7.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

7.3 The Purchaser may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

7.4 If following such inspection or testing the Purchaser considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Clause 7.1, the Purchaser shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

7.5 The Purchaser may conduct further inspections and tests after the Supplier has carried out its remedial actions.

8. Supply of Services

8.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply Services to the Purchaser in accordance with the terms of the Contract.

8.2 The Supplier shall meet any performance dates for the Services specified in the Order and time is of the essence in relation to any of those performance dates.

8.3 In providing the Services, the Supplier shall:

- a.** co-operate with the Purchaser in all matters relating to the Services, and comply with all instructions of the Purchaser;
- 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 the Contract;
- d.** ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Purchaser expressly or impliedly makes known to the Supplier;
- 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 Purchaser, will be free from defects in workmanship, installation and design;
- g.** obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- h.** comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
- i.** observe all health and safety rules and regulations and any other security requirements that apply at any of the Purchaser's premises;
- j.** hold all materials, equipment and tools, drawings, specifications and data supplied by the Purchaser to the Supplier (Customer Materials) in safe custody at its own risk, maintain the Purchaser Materials in good condition until returned to the Purchaser, and not dispose or use the Customer Materials other than in accordance with the Purchaser's written instructions or authorisation;
- k.** not do or omit to do anything which may cause the Purchaser to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Purchaser may rely or act on the Services;
- l.** shall not further subcontract, assign or novate the obligations to deliver the Services under the Order to a third party without the prior consent of the Purchaser;
- m.** comply with any additional obligations as set out in the Service Specification.

9. Quality

9.1 The Supplier shall supply all goods in accordance with the ESUK Supplier Quality Assurance Requirements, (see Schedule 1) any further requirements detailed in the Specification or Services Specification or any Special Conditions referenced on the Order.

10. Warranty

10.1 The Supplier warrants that the Product or Services shall be provided

- a. in accordance with the Order;
- b. with reasonable care and skill
- c. in accordance with generally recognised standards in the industry;
- d. in compliance with all applicable laws and regulations; and where applicable
- e. free from defects in design, materials and workmanship;

10.2 The warranties in Clause 9.1 shall continue for twelve (12) months from the date of acceptance of the Products or Services in accordance with Clause 3.1.

10.3 If there is a defect in the Products or Services during the warranty period, the Supplier shall refund the Purchaser the price of the defect Product or Service and/or repair, replace or reperform the defective Product or Service at the Supplier's own expense and risk. Warranty shall continue for twelve (12) months from the date of acceptance of the repaired, replaced or reperformed Product or Service.

11. Counterfeit and Electronic parts

11.1 The Supplier agrees and shall ensure that Counterfeit Products are not delivered to the Purchaser.

11.2 The Supplier shall, unless expressly directed otherwise by the Purchaser, only purchase products to be delivered or incorporated as Products to the Purchaser directly from the original component or equipment manufacturer or through an authorised distribution chain. Products shall not be purchased from independent distributors or brokers unless approved in advance in writing by the Purchaser with full details of the reasons for such purchase being fully disclosed by the Supplier.

11.3 If so requested by the Purchaser, the Supplier shall provide documentation that authenticates traceability of the affected items to the applicable original component or equipment manufacturer.

11.4 If the Supplier becomes aware or suspects that it has furnished the Purchaser with Counterfeit Products, the Supplier shall immediately notify the Purchaser with all the pertinent facts.

11.5 In the event that any Products delivered under the Order constitute or include Counterfeit Products, the Supplier shall, at its own expense, promptly replace such Counterfeit Product with genuine Products conforming to the requirements of the Order. Notwithstanding any other provision in the Order, the Supplier shall be liable for all costs relating to the removal and replacement of Counterfeit Products, including, without limitation, the Purchaser's costs of removing Counterfeit Products, of reinstating replacement Products and of any testing necessitated by the reinstallation of Products after Counterfeit Products have been exchanged. The remedies contained in this clause are in addition to any remedies the Purchaser may have in law, equity or under any other provisions in the Order.

11.6 The provisions of this clause 12 shall survive both completion or termination of the Order, howsoever arising.

11.7 The Supplier shall make available for inspection, if requested by the purchaser its procedures for avoiding Counterfeit materials and to share any downstream activities it has undertaken to verify the integrity of its supply chain in this regard.

12. Conflict Minerals

12.1 Conflict resources are natural resources extracted in a conflict zone and could be sold to perpetuate an area of hostility. Commonly mined conflict minerals are extracted from certain conflict zones and passed through a variety of intermediaries before being utilised in electronic product. Ensuring that raw materials are responsibly sourced is part of the ESUK Supplier Code of Conduct. The Purchaser may require its Suppliers to make a statement against these regulations. It is the Suppliers responsibility to issue this statement in accordance with requests made from ESUK in a timely manner.

12.2 The Supplier shall make available for inspection its procedures for avoiding Conflict Materials and to share any downstream activities it has undertaken to verify the integrity of its supply chain in this regard.

13. Intellectual property

13.1 The Supplier represents and warrants that the Products will not infringe any Intellectual Property Rights of a third party.

13.2 The Supplier shall indemnify and hold the Purchaser (and its customers) harmless against all losses, claims, damages, demands, charges, fees (including legal fees and other professional costs), payments, royalties, costs and expenses of any kind arising from the infringement or alleged infringement of any Intellectual Property Rights owned or controlled by a third party arising out of or in connection with work done under the Order or to anything done by the Purchaser or its customer arising out of or in connection with the Products.

13.3 Where Intellectual Property Rights are identified as belonging to the Purchaser or its customer, the Supplier shall not infringe such rights and shall apply the provisions of clause this 13 accordingly.

13.4 The Supplier agrees that all Intellectual Property Rights created as a result of any work undertaken by the Supplier, or its sub-contractors, for the purpose of carrying out the Order, shall vest in and be the absolute property of the Purchaser. As such, the Supplier assigns to the Purchaser, with full title guarantee and free from any third party rights, the Intellectual Property Rights created as a result of the Order and the Supplier shall do all necessary acts, including the execution of applicable documentation, to vest such Intellectual Property Rights in the name of the Purchaser.

13.5 The provisions of this clause 13 shall survive both completion or termination of the Order, howsoever arising.

14 Variation

14.1 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Parties or their authorised representatives.

15. Termination

15.1 The Purchaser may terminate the Order:

- a. at any time for convenience on giving the Supplier written termination notice, provided that in such case the Purchaser agrees that it will reimburse the Supplier for any costs which the Supplier can prove it has incurred or committed in respect of this Purchase Order prior to the date of the termination notice subject always to the Supplier having an obligation to undertake all reasonable actions to mitigate such costs. Payment of these costs shall not under any circumstances exceed the Purchase Order price and shall be in full and final settlement of such early termination; or
 - b. if the Supplier fails to comply with any of its obligations under the Order and, if such breach is capable of remedy, the Supplier fails to rectify the breach within thirty (30) days of written notice by the Purchaser requiring the remedy; or
 - c. the Supplier is, or for statutory purposes is deemed, or appears to be, unable to pay its debts as they fall due, or the value of its assets is less than the amount of its liabilities, or the Supplier becomes insolvent; or
 - d. a resolution is passed, or an order is made, or the Supplier itself presents a petition, for the winding-up or administration of the Supplier; or
 - e. the Supplier is or may be unable, in the Purchaser's reasonable opinion, to perform its obligations under the Order
- 15.2 Termination of the Order, howsoever arising, shall be without prejudice to the rights and/or obligations of either Party accrued prior to such termination and those terms within these Conditions which are intended to survive termination shall continue to apply, including, without limitation, clauses 11, 12, 13, 22.

16. Consequences of termination

16.1 On termination of the Contract, the Supplier shall immediately cease all further work and terminate any subcontracts and deliver to the Purchaser all Deliverables whether or not then complete and return all Purchaser Materials. If the Supplier fails to do so, then the Purchaser 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 the parties' rights and remedies that have accrued as at 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 in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control (a Force Majeure Event). If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 4 weeks written notice to the affected party.

17.2 Force Majeure Events shall be limited to include: a strike or industrial dispute outside of the Supplier's own business that directly impacts its ability to deliver, war or act of war (whether or not an actual declaration thereof is made), terrorism, pandemics, fire, flood, or other act of God, or any government act.

18. Publicity

18.1 The Supplier shall not publicise or make any public announcement regarding the placement of the Order or any terms contained therein without the prior written consent of the Purchaser.

19. Set off

19.1 The Purchaser may at any time, without notice to the Supplier, set off any liability of the Supplier to the Purchaser against any liability of the Purchaser to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. [If the liabilities to be set off are expressed in different currencies, the Purchaser may convert either liability at a market rate of exchange for the purpose of set-off.] Any exercise by the Purchaser of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

20. Governing Law and Jurisdiction

20.1 The Order, and any obligations arising out of and in connection with the Order, shall be governed by and construed in accordance with the laws of England and Wales and subject to the sole jurisdiction of the courts of England and Wales.

20.2 If there is any dispute arising out of or in connection with the Order, the Parties shall use reasonable endeavours to reach an amicable resolution. For any dispute, if a resolution cannot be reached, the matter will be referred to and resolved by arbitration under the Rules of the London Court of International Arbitration and the Rules are deemed incorporated herein by reference within this clause.

20.3 Except as expressly authorized in writing by Purchaser, the failure of Purchaser and Suppliers to reach agreement with respect to any dispute relating to or arising under this Order shall not excuse Suppliers from proceeding diligently with the performance of the work required by this Order.

21. Confidentiality

21.1 Neither Party shall disclose any details of the Order or the Products or any other technical or commercial information, knowhow, specifications, inventions, processes or initiatives of the other Party which are of a confidential nature to any third party other than a party (or agent or sub-contractor) employed in the carrying out of the Order except with the prior written consent of the disclosing Party. For the avoidance of doubt, any other party also includes a parent, subsidiary or other group company.

21.2 If either Party believes it is required by law or is otherwise obliged, to disclose any Confidential Information to any third party for any reason, the relevant Party will provide the other Party with immediate written notice of such requirement or obligation (together with a copy of any relevant access request, court order, or other evidence giving rise to such belief) to enable the other Party to seek appropriate protective relief and/or to take steps to resist or narrow the scope of any required disclosure. The relevant Party will co-operate with the other Party with respect to such matters and will in any event disclose only such Confidential Information as it has ascertained, after taking legal advice, it is legally compelled to disclose, and will ensure that all Confidential Information so disclosed is accorded confidential treatment in terms of this Agreement. The relevant Party will always notify the other Party in writing of the means, content and timing of such disclosure prior to such disclosure being made.

21.3 All documents, including but without limitation or prejudice to the generality, specifications, plans, drawings or other data, and any information contained therein or copies made thereof, supplied by the Purchaser for the purposes of fulfilling the Order shall remain the property of the Purchaser and shall be returned to the Purchaser upon completion of the Order, or other such request of the Purchaser. The Supplier shall not use, nor permit any third party to use, such documents or information for any purpose whatsoever other than the fulfilment of the Order.

21.4 The provisions of this clause 21 shall survive termination of the Order, howsoever arising.

22. Indemnity

22.1 The Supplier shall indemnify the Purchaser against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Purchaser arising out of or in connection with:

- a. any claim made against the Purchaser by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
- b. any claim not covered in this clause 22(a) or clause 13, made against the Purchaser by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.

22.2 This Clause 22 shall survive termination of the Contract.

23. Insurance

23.1 The Supplier shall, as a minimum, maintain the following primary insurance policies with reputable insurers which shall include protection for the Purchaser from claims from third parties:

- a. a Public Liability Insurance policy of an amount not less than £5 million per event or series of events in respect of loss of or damage to property of the Purchaser, Purchaser or end user, or death, disease, illness or injury to persons as a result of the provision of the products;
- b. a Product Liability Insurance policy of an amount not less than £5 million per event or series of events in respect of loss of or damage to property of the Purchaser, Purchaser or end user, or death, disease, illness or injury to persons as a result of the provision of the products;
- c. an Employers Liability Insurance policy for an amount not less than £5 million per event or series of events in respect of disease, illness or injury to employees as a result of the provision of the products;
- d. any other insurance which the Supplier is required to maintain by law.

23.2 Where insurances held by the supplier have benefit in excess of the values stated in clause 22.1 above, Purchaser shall be entitled to the full benefit of such insurances.

24. Tools and design

24.1 Where the Purchaser has provided the Supplier directly, or paid for the supply of, tooling or design, the Supplier shall return the same within one week of written notice from the Purchaser or three months following termination or completion of the Order, whichever occurs first.

24.2 All tooling shall be kept, and returned to the Purchaser, in good working order and in the condition in which it was delivered save for fair wear and tear.

25. Trade control

25.1 The Supplier shall notify the Purchaser of any restrictions that may exist which may have restrictions on import, export, re-export and transfer of Goods or Services including but not limited to UK export regulations, ITAR and/ or EAR or any other US or foreign Government regulations which may prevent such export, re-export or transfer.

25.2 The Supplier shall complete a Product Classification Questionnaire (PCQ) to confirm the relevant trade control and customs classifications (e.g. harmonised tariff code, country of origin, Military and/or Dual Use export classification codes) of the Products being delivered.

25.3 In the event that the Products are being sourced from overseas manufacturers, the Supplier shall ensure that the original equipment manufacturer has confirmed the information and secured any necessary licences, certificates of origin, end user documentation or other approvals.

25.4 In the event of any ITAR/EAR controlled Products, the Supplier shall advise the Purchaser in advance of commencing fulfilment of the Order to ensure the Supplier has an opportunity to verify the necessary licences are in place and can take delivery.

25.5 In the event that an export licence is required, the Supplier will liaise with the Purchaser to ensure that all parties (and where required all locations) applicable to the transaction are included on the authorisations, and appropriate and suitable for the intended purpose. Where requested by the Supplier, the Purchaser shall provide an end user undertaking or equivalent or itself request such undertaking from its customer to provide to the Supplier.

26. Ethical conduct

26.1 The Suppliers will conduct all of its business activities relating to the Purchaser in a manner that is fair, ethical and fully compliant with applicable laws and regulations, including, but not limited to, those relating to:

- a. Basic human rights, avoiding child labour, human trafficking or other modern slavery, fair wages and non-discrimination in employment;
- b. Workplace safety;
- c. Environmental protection;
- d. Fair competition and antitrust; and
- e. Anti-bribery and corruption (recognizing that Purchaser is subject to each of the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977).

26.2 The Supplier is expected to self monitor its compliance with the above-mentioned standards of conduct and to promptly notify the Purchaser in the event of any non-compliance or suspicion of non-compliance with the Code or any anti-bribery and corruption legislation that could affect Suppliers' activities with the Purchaser.

26.3 The above Clauses are extracts of the Purchaser's Supplier Code of Conduct and Code of Business Conduct Ethics policies, are available at <https://www.elbitsystems-uk.com/about-us/ethics-conduct>.

27. Order of precedence

27.1 Upon the occurrence of any conflict of terms, the following order of precedence shall apply:

- a. any referenced Special Conditions;
- b. these Conditions;
- c. any other relevant documents as referenced within the Order.

28. Transfer or Assignment

28.1 The Supplier shall not assign, transfer or novate the benefit of the Order, or any part of it, to any other party, including a parent or subsidiary company, without the prior written consent of the Purchaser.

29. Notices

29.1 Any notice under the Order or these Conditions sent by one Party to the other shall be in writing and shall be sent by first class post using recorded delivery to its named purchaser and address set out in the Order and will be deemed served two (2) business days after posting.

30. Third Party Rights 3

30.1 The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

31. Waiver

31.1 The failure or delay of a Party to exercise any right or remedy provided under the Order or these Conditions or by law shall not constitute a waiver of that right or remedy, nor shall it preclude or restrict the exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that right or remedy.

32. Severability

32.1 Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 16.3 shall not affect the validity and enforceability of the rest of the Contract.

33. Entire Agreement

33.1 The Order constitutes the entire agreement between the Parties with respect to items contained within the Order and supersedes all prior discussions and agreements between the Parties, whether made orally or in writing, provided that nothing in this clause excludes liability for fraudulent misrepresentation.