

IPECO HOLDINGS LIMITED TERMS AND CONDITIONS OF SUPPLY

1 Introduction

- 1.1 IHL is Ipeco Holdings Limited, a company registered in England and Wales under company number 00672443 ("IHL"). All references to IHL herein shall also include IHL subsidiaries, including Ipeco Inc., Ipeco Singapore Pte. Ltd., Ipeco Holdings Ltd. (FZE), Ipeco Hong Kong Service Centre Ltd, Ipeco Service Centre (Beijing) Limited, OTM Servo Mechanism Ltd. and hs2 Engineering GmbH.
- 1.2 These are the terms and conditions upon which IHL provides products and services to its customers.
- 1.3 These terms and conditions shall apply unless otherwise expressly agreed in writing between IHL and the Customer. Any variation to these terms and conditions agreed in writing between IHL and the Customer shall only be valid to the extent of the variation. In the event of a conflict between these terms and conditions and a written agreement between IHL and the Customer varying these terms and conditions, the written variation shall take precedence to the extent of the inconsistency.

2 Definitions

- 2.1 In these terms and conditions, the following expressions shall have the following meanings:
- "**BTP Services**" mean manufacturing services provided by IHL to a Customer where IHL manufactures an item to the Specifications provided to IHL by the Customer (also known as "build to print");
- "**Contract**" has the meaning given to that term in clause 6.3, and a reference to Contract shall include these terms and conditions;
- "**Customer**" means any person who enters into a Contract with IHL in accordance with the terms of clause 6.3;
- "**Data Protection Legislation**" means the UK Data Protection Legislation and 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 the privacy of electronic communications);
- "**Day**" means a calendar day;
- "**Delivery Date**" means the date that IHL notifies the Customer that the Products are available for collection in accordance with clause 10.2;
- "**Delivery Location**" means the location of IHL's premises where the Products are to be made available for collection by the Customer as confirmed in writing to the Customer by IHL;
- "**IHL SPPL**" means the IHL Spare Parts Price List effective annually from 1st January each year;
- "**IPR**" means trademarks, service marks, and rights in the nature of passing off and unfair competition, get-up, trade dress, registered designs and unregistered designs and design rights, business and trading names, domain names, topography rights, copyright (including copyright in Software), database rights, rights in inventions, patents, know-how, trade secrets and other confidential information, and all other intellectual property rights and rights of a similar or corresponding character which may exist now or in the future subsist in any part of the world (whether registered or not or the subject of an application for registration) and including all rights to apply for, and obtain, registrations in respect of any and all of the foregoing, each for their full term including any extensions, revivals and renewals thereof;
- "**Products**" means the type and specification of products to be supplied by IHL to the Customer under a Contract or a Purchase Order, and for clarity includes any Products supplied by IHL as part of the supply of any Services and also any Spare Product(s) and Spare Part(s) to be supplied by IHL to the Customer from time to time under a Contract, but expressly excludes any product or item resulting from the provision of BTP Services by IHL;
- "**Purchase Order**" means a request for Products issued by the Customer to IHL on official Customer paper, as more fully described in clause 6.1 below.
- "**ROT Products**" means Products that Customer has collected from IHL but for not yet paid for in full and in respect of which retention of title remains with IHL, as more fully contemplated in clause 11.
- "**Services**" means the type and specification of Services to be supplied by IHL under a Contract as set out in the Customer's Purchase Order, and expressly excludes BTP Services;
- "**Software**" means any and all software (including computer programmes in executable code and/or source code form together with any technical information and document necessary for the use of such programmes, of whatever type and in whatever form or media) sold or licensed by IHL to the Customer as part of the supply of the Products and/or Services, including any and all software installed on or supplied with the Products at the time of their delivery and either necessary for their operation in the manner contemplated by IHL or otherwise referred to in a Purchase Order;
- "**Spare Part**" means any spare part which is required for maintenance, repair and/or overhaul of a Product;
- "**Spare Product**" means a Product which is purchased to replace or repair a Product;
- "**Specification**" means, in respect of each Contract, any applicable specification in relation to the Products which the Customer requires the Products to conform to, including any requirements under any applicable airworthiness directives from time to time;
- "**UK Data Protection Legislation**" all applicable data protection and privacy legislation in force from time to time in the UK including 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 2003/2426) as amended; and
- "**Warranty Period**" means the periods applicable respectively to new Products, Spare Products, Spare Parts and repaired Products as set out in clause 12 and in each case commencing from and inclusive of the respective Delivery Dates;
- 2.2 words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders, and words importing persons shall include bodies corporate, unincorporated associations and partnerships;
- 2.3 any reference to a statute, statutory provision or subordinate legislation is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 2.4 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 2.5 references to clauses are references to clauses of these terms and conditions; and
- 2.6 headings are included for ease of reference only and shall not affect the interpretation or construction of these terms and conditions.

3 Application

- 3.1 These are the terms and conditions upon which IHL is willing to provide the Products, Services and/or BTP Services to the Customer and they will apply to all dealings between IHL and the Customer (as revised and/or updated from time to time in accordance with clauses 3.2 or 3.3) to the exclusion of all other terms and conditions which the Customer may purport to apply under any Purchase Order, confirmation of order or other similar document.
- 3.2 IHL may revise or update these terms and conditions at any time without notice. However, for clarity, where these terms and conditions apply to a particular Contract, the terms and conditions as applied to that Contract will not be amended save with the agreement of the parties to that Contract.
- 3.3 Subject to clause 3.2, no variation to these terms and conditions will be binding unless confirmed in writing by an authorised representative of IHL.

4 Information about the Products, Services and BTP Services

- 4.1 All samples, drawings, descriptive matter, specifications and advertising which IHL issues and any descriptions or illustrations contained in IHL's brochures (including the IHL SPPL) or on IHL's website are issued or published for the sole purpose of giving the Customer a general idea of IHL's products and services and, subject to clauses 7.2 and 7.3, do not form part of any Contract or have any contractual force. Although IHL makes every effort to ensure that information about its products and services is correct, the Customer acknowledges that sometimes such information may be incomplete, out of date or inaccurate and, subject to clauses 7.2 and 7.3, the Customer has placed no reliance on this information save as may be expressly agreed with IHL in writing.
- 4.2 In the case of BTP Services, the Customer acknowledges and agrees that IHL shall manufacture the products strictly in accordance with Customer-supplied Specifications (including drawings, specifications, bills of material, and written instructions).

5 Quotations

- 5.1 Upon request, IHL may provide a quotation to the Customer (in written or electronic form) with respect to a specific opportunity to provide Products, Services and/or BTP Services to the Customer. The Customer shall provide IHL with any information reasonably requested by IHL including any Specifications in order to provide the quotation.
- 5.2 All quotations and offers made by IHL to the Customer about the sale of Products and/or the provision of Services and BTP Services are subject to these terms and conditions.
- 5.3 All quotations and offers IHL makes to the Customer are made on an "invitation to treat" basis only. This means that IHL is not obliged to supply any products and/or provide any services to Customer on the terms stated in any quotation until, and only to the extent that, those terms are agreed as part of a binding written Contract. For the avoidance of doubt, IHL shall not be obliged to agree any Contract or any specific terms with the Customer, whether pursuant to a quotation provided by IHL or a Purchase Order placed by the Customer or otherwise. Each quotation IHL makes shall lapse automatically at the end of the calendar year in which it is stated as having been made unless otherwise communicated in writing by IHL on or before that date.

6 Orders

- 6.1 To place an order with IHL for the purchase of Products, Services and/or BTP Services, Customer must provide to IHL an official company Purchase Order containing at least the reference for the quotation provided by IHL, a description of the Products, Services and/or BTP Services being ordered with the preferred time frames for delivery and, in the case of Products, the quantity of each of the Products being ordered.
- 6.2 The Customer acknowledges and agrees that any order for Products must be issued to IHL no less than 90 days before its preferred date for delivery unless otherwise confirmed and accepted in writing by IHL. An order for a Spare Part contained in the IHL SPPL will have the lead time published in the IHL SPPL, which will be confirmed in IHL's order acknowledgement or otherwise agreed in writing by IHL.
- 6.3 IHL accepts an order placed by the Customer either at the time IHL sends the Customer written confirmation (including by e-mail) that IHL accepts the Customer's order or, if earlier, at the time IHL commences the provision of the Services or BTP Services (as the case may be). It is at the moment IHL accepts the Customer's order in accordance with this clause 6.3 that a binding contract of sale is made between the Customer and IHL for the sale of the Products, the provision of Services and/or the provision of the BTP Services specified in the Customer order ("**Contract**"). Unless otherwise agreed in writing between the Customer and IHL, each Contract is subject to these terms and conditions to the exclusion of all other terms and conditions (including any terms and conditions which the Customer may purport to apply under any Purchase Order, confirmation of order or similar document).
- 6.4 Without prejudice to clauses 5.3, 6.1 and 6.3, all orders that the Customer places and all confirmations of orders that IHL gives are subject to the provisions of these terms and conditions. If there is any inconsistency between these terms and conditions and any order placed by the Customer or confirmation IHL gives, then these terms and conditions shall prevail unless expressly provided otherwise in writing by IHL.
- 6.5 The Customer may cancel or modify an order at any time before IHL accepts it in accordance with clause 6.3.
- 6.6 The Customer may not cancel or modify an order that has been accepted by IHL unless:
 - (a) the Customer notifies IHL in writing that Customer wishes to modify or cancel that order; and
 - (b) an authorised representative of IHL agrees in writing to that modification or cancellation; and
 - (c) the Customer agrees to pay all IHL's reasonable and proper costs up to the requested date of the modification or cancellation and, in the case of modification, all reasonable and proper costs directly associated with the modification itself.

7 Price

- 7.1 If IHL has provided a quotation in respect of the Products, Services and/or BTP Services to be provided under a Contract, then no alteration to that price may be made without the prior written consent of IHL. The price in the quotation or, if relevant, the altered price to which IHL has consented, shall be the price payable by the Customer but subject always to any variation to such price effected, or additional amounts payable, in accordance with these terms and conditions.
- 7.2 If IHL has not provided the Customer with a quotation in respect of the Products, the price payable by the Customer for each of the Products ordered will be IHL's current list price for the Product at the Delivery Date.
- 7.3 Any Spare Parts necessary for the maintenance, repair or overhaul of the Products shall be purchased from IHL at IHL's current IHL SPPL list price for the relevant Spare Part at the Delivery Date.
- 7.4 Details of any pricing and/or pricing structure that is agreed between the Customer and IHL from time to time and which is different to that contained in the IHL SPPL shall be treated by the Customer as information of a confidential nature. The Customer must keep this information confidential and not disclose it to any third party. The Customer acknowledges and agrees that all discounts afforded to the Customer are and shall remain conditional on the Customer discharging its payment obligations in full in accordance with these terms and conditions.
- 7.5 All prices, however so agreed are (unless otherwise expressly agreed in writing by IHL):
 - (a) exclusive of any applicable value added tax. Where applicable, IHL will add value added tax to any charges at the current rate at the date IHL invoices for the Products, Services and/or BTP Services;
 - (b) inclusive of all charges for packaging and packing; and
 - (c) exclusive of insurance and delivery of the Products, Services and/or BTP Services (as applicable) and any duties, taxes or levies including value added tax unless otherwise agreed in writing by IHL.

8 Payment

- 8.1 If IHL informs the Customer that it requires the Customer to pay:
 - (a) a non-returnable deposit; or
 - (b) the full purchase price for the Products, Services and/or BTP Services,in advance of the Delivery Date or the date of the Services or BTP Services (as the case may be) being commenced, then IHL may invoice Customer for, and Customer must pay, the required amount in cleared funds prior to that date.
- 8.2 Subject to clause 8.1 applying, IHL may invoice the Customer for the Products on or before the Delivery Date. IHL shall be entitled to deliver the Products by way of separate instalments or batches. If IHL makes the Products available for collection in instalments or batches on different dates, then IHL will only invoice the Customer for those Products which it has made available for collection.
- 8.3 Subject to clause 8.1, IHL will invoice Customer for the Services or BTP Services (as the case may be) provided under a Contract on a monthly basis, or, where the Services or BTP Services are to be provided for less than a month, once the Services or BTP Services (as the case may be) have been completed.
- 8.4 Subject to clause 8.1, in respect of each invoice IHL submits to Customer, Customer must pay the total amount set out in the invoice so that IHL receives in cleared funds a sum equal to the total amount within 30 days of the date of the invoice. Customer must pay the total amount of the invoice even if it disputes any amount on the understanding that if it is resolved that the total is too great IHL will rectify its mistake by either promptly making an appropriate payment to the Customer or providing the Customer with a credit note (at the Customer's discretion). The Customer must notify IHL of any query it has about an invoice within seven Days of the date of the invoice, otherwise it will be deemed accepted by the Customer.
- 8.5 All payments Customer makes must be by bank credit transfer via BACS or SWIFT. Payment by cheque is not an acceptable form of payment.
- 8.6 All payments Customer makes must be paid in United States Dollars (USD) unless agreed otherwise in writing with IHL.
- 8.7 Customer must make all payments due to IHL without any deduction by way of set-off, counterclaim, discount, abatement or otherwise.
- 8.8 If Customer fails to pay IHL on time IHL may, without prejudice to any other rights or remedies it may have:
 - (a) charge the Customer compound interest on the outstanding amount at the rate of 5% above the National Westminster Bank PLC's base rate from time to time, accruing on a daily basis until payment is made in full;
 - (b) refuse to supply Customer with any further Products or provide any further Services until payment is made in full;
 - (c) disallow any discount that may apply to any part of the outstanding payment; and/or
 - (d) deduct from any monies IHL owes the Customer, any monies the Customer owes IHL.

9. Certification of Products and Repair Services

- 9.1 All factory new Products supplied by IHL will be released with a UK CAA Form 1. For Products where a UK CAA Form 1 cannot be provided a Certificate of Conformity (C of C) will be issued. The EU recognises the Product Organisation Approval issued by the CAA and the CAA Form 1 for the export of parts.
- 9.2 All Products received by IHL for repair will be released with either a UK CAA Form 1, EASA Form 1, FAA 8130, and/or an EASA Form 1, in addition to any other local release standard as may be appropriate or available from the service centre releasing the product.

10 Delivery of Products

In respect of each Contract:

- 10.1 The Products shall be delivered by IHL ex-works (EXW) at the Delivery Location (in accordance with EXW under the Incoterms 2020 Rules).
- 10.2 Unless otherwise agreed, IHL will notify the Customer of the Delivery Date(s) for the Products and the Customer must collect the Products within seven Days of the stated Delivery Date(s). If the Customer fails to collect or procure the collection of the Products as set forth above, IHL may charge the Customer (at a rate to be provided by IHL, acting reasonably), and the Customer will be liable to pay IHL for additional daily storage costs until the Products are collected. Unless otherwise agreed in writing with IHL, should the Customer fail to collect or procure collection after 30 Days of the Delivery Date(s), IHL may cancel the pick-up and re-allocate the Products to other customers as necessary and at IHL's sole discretion. In such circumstances the Customer will subsequently be advised of the next available Delivery Date for the Products. If IHL is unable to reallocate the Products, the Customer shall remain liable for payment of the full amount of the invoice as set forth in clause 8 above. If IHL is able to reallocate some or all of the Products, the Customer shall be liable for any negative difference between the amount invoiced to the Customer and the amount for which IHL is able to re-allocate the Products to another customer.
- 10.3 Risk of damage or loss of the Products shall pass from IHL to Customer in accordance with EXW and shall be deemed to pass when the Product is made available on the Delivery Date.
- 10.4 IHL recognises that the Customer may request specific delivery dates in its orders for Products. IHL will use reasonable endeavours to meet Customer's requested delivery dates but IHL cannot, and does not, guarantee to deliver the ordered Products by any specific date unless this is expressly agreed, in writing, with an authorised representative of IHL. Time shall not be of the essence of the Contract with respect to the delivery obligations of IHL and IHL accepts no liability for any loss or damage the Customer may suffer as a result of any failure by IHL to deliver the ordered Products on or by a specific date.
- 10.5 The Customer must make all arrangements necessary for the Customer to take delivery of the Products when IHL makes them available for collection, including providing labour and suitable loading equipment for the loading of the delivered Products, unless otherwise expressly agreed, in writing, with an authorised representative of IHL. If IHL agrees to assist Customer in any way with the loading of the Products, IHL will maintain no liability for any damages that may occur during the loading of the Products and the Customer indemnifies and holds harmless IHL from any such damage that may occur during the loading of the Products.

11 Title to Goods and IPR

- 11.1 Title to the Products shall not pass to the Customer until (the earlier of):
- IHL receives payment in full (in cash or cleared funds) for the Products and all other sums that are or that become due to IHL from the Customer for sales of Products or on any account, in which case title to such Products shall pass at the time of payment of all such sums; or
 - the Customer resells those Products, in which case title to those Products (and only those Products sold by the Customer) shall pass to the Customer at the time specified in clause 11.4.
- 11.2 The Customer must clearly identify ROT Products as belonging to IHL and keep them safe, secure, comprehensively insured against loss and damage and separate from other property.
- 11.3 Except as otherwise expressly set out in this clause 11 the Customer must not:
- part with possession of the ROT Products;
 - allow any right or encumbrance to be created over the ROT Products; or
 - make, nor allow anyone other than IHL to make, any additions, alterations or modifications to, or remove any part of, any of the ROT Products.
- 11.4 The Customer may use or resell ROT Products in the ordinary course of the Customer's business, however if the Customer resells ROT Products before IHL has received payment in full for them, it does so as principal and not as IHL's agent, and title to those ROT Products shall pass from IHL to the Customer immediately before the time at which resale by the Customer occurs, and the Customer hereby acknowledges and agrees that the proceeds of such sale shall belong to IHL. These proceeds shall be paid to IHL promptly upon the sale of the ROT Products by the Customer.
- 11.5 If any ROT Products are damaged or lost, the Customer:
- must notify IHL of the damage or loss; and
 - promptly make an insurance claim for those ROT Products that are lost or damaged and pay IHL the proceeds of the insurance claim.
- 11.6 In the case of repairs to Products, title in and to the Product to be repaired shall remain with the Customer during the period of repair, but risk in that Product shall transfer to IHL from the time that the Product to be repaired is received by IHL at the relevant repair facility until the time it is delivered back to the Customer (in accordance with the relevant Incoterm or as agreed by the parties in writing).
- 11.7 IHL grants to the Customer (with the right to grant to the Customer's customers) a non-exclusive, non-transferable, perpetual, limited and worldwide license to use the Products and the Services in the manner specified or otherwise contemplated by IHL. IHL warrants that it owns or has the right to grant the licenses granted under this clause 11.7.
- 11.8 Each party will continue to own its pre-existing IPR.
- 11.9 Nothing in these terms and conditions shall be construed as granting either IHL or the Customer any right, title, or interest in any of the other's pre-existing IPR.
- 11.10 If any new IPR is created in relation to these terms and conditions or a Contract, the parties agree that the ownership of such arising IPR will be detailed under a separate written agreement.

12 Warranty

- 12.1 IHL recommends that the Customer checks that the Products delivered and the Services and/or BTP Services performed by IHL conform to the relevant Contract at the time the Customer collects the Products and/or the Services and/or BTP Services are completed.
- 12.2 IHL warrants that each Product it supplies to the Customer shall:
- comply with the requirements of any applicable Specification;
 - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979);
 - be free from material defects in design, material and workmanship; and
 - is (unless agreed otherwise by IHL in writing) new.
- 12.3 IHL warrants that all BTP Services performed for the Customer shall be warranted in respect of execution only (that is, IHL warrants only that the BTP Services will comply with the Customer provided Specification), and IHL provides no other warranty, representation or undertaking in respect of the BTP Services, whether in relation to design, fitness for purpose or otherwise of the BTP Services. In this regard, IHL warrants that, at the time of delivery, the BTP Services shall comply with the requirements of any applicable Customer provided Specification.
- 12.4 If the Customer notifies IHL that IHL has not delivered all the Products ordered by it or performed the Services or BTP Services in accordance with the required Specification then the Customer must promptly provide IHL with reasonable evidence supporting its claim. If IHL accepts Customer's claim then IHL will, by way of full and final settlement of all its obligations and liabilities to Customer in relation to the claim, at IHL's discretion either: (i) credit the Customer's trading account with an amount equal to any monies the Customer has paid IHL for the undelivered Products or incorrectly performed Services or BTP Services (as the case may be); (ii) refund any monies Customer has paid IHL for the undelivered Products or incorrectly performed Services or BTP Services (as the case may be); or (iii) deliver to the Customer the undelivered Products or reperform the or incorrectly performed Services or BTP Services (as the case may be).

- 12.5 Subject to clause 12.6, if during the relevant Warranty Period the Customer notifies IHL that any of the Products or, in the case of BTP Services, any items provided by the Customer to IHL in order to perform the BTP Services were damaged whilst they were at IHL's risk or do not otherwise conform to these terms and conditions or the relevant Contract then Customer must notify IHL of this fact in writing within the relevant Warranty Period, providing IHL with reasonable evidence supporting its claim, and return the Products or items in respect of which the BTP Services were performed to IHL (at Customer's expense, subject to reimbursement pursuant to clause 12.5 below). If IHL does not receive such notification from Customer within the Warranty Period then the Customer will be deemed to have accepted that: (i) the Products or items in respect of which the BTP Services were performed are free from damage; and
- (ii) the Products or items in respect of which the BTP Services were performed conform to these terms and conditions and the relevant Contract.
- 12.6 If IHL accepts the Customer's claim then IHL will, by way of full and final settlement of all its obligations and liabilities to Customer in relation to the claim, at IHL's sole discretion either: (i) credit the Customer's trading account with an amount equal to any monies Customer has paid IHL for the damaged/non-conforming Products or items resulting from the provision of BTP Services by IHL; (ii) refund any monies Customer has paid IHL for the damaged/non-conforming Products or items resulting from the provision of BTP Services by IHL; (iii) repair the damaged/non-conforming Products or items resulting from the provision of BTP Services by IHL and return these to the Customer (at IHL's expense); or (iv) replace the damaged/non-conforming Products or items resulting from the provision of BTP Services by IHL with Products or items (as the case may be) that conform with these terms and conditions and the relevant Contract and return these to the Customer (at IHL's expense). IHL shall reimburse the Customer the costs of shipping the Products and/or items resulting from the provision of BTP Services by IHL (as the case may be) to IHL.
- 12.7 IHL will have no obligation, responsibility or liability to the Customer under these terms and conditions or the relevant Contract to the extent that, in IHL's sole and reasonable discretion, any defect in the Products is attributable to the acts and omissions of the Customer or any third party. In the case of BTP Services, IHL shall have no responsibility to the Customer for any design defect, latent errors, regulatory non-compliance or other shortcoming or failing in the Customer provided Specifications, and any change required to be made to the Specifications in order to address any or all of the foregoing shall be for the Customer's account.
- 12.8 Unless otherwise agreed in specific contractual arrangements between IHL and the Customer, the relevant Warranty Periods shall be as follows:
- (a) for new Products (excluding Spare Parts) and Spare Products (excluding Spare Parts): 36 months from the Delivery Date excluding:
- (i) normal wear and tear;
- (ii) claims arising as a result of the Product not being stored, installed, used or serviced in accordance with IHL's applicable manuals, service bulletins, service letters and/or technical instructions; or
- (iii) claims arising as a result of the abuse or misuse of the Product by the Customer;
- (b) for Spare Parts and repaired Products: 18 months from the Delivery Date, excluding:
- (i) normal wear and tear;
- (ii) claims arising as a result of the Product not being stored, installed, used or serviced in accordance with IHL's applicable manuals, service bulletins, service letters and/or technical instructions; or
- (iii) claims arising as a result of the abuse or misuse of the Product by the Customer;
- (c) for repaired Products: the Warranty Period will apply to the actual repair only but the applicable Warranty Period for this and/or the complete Product may be extended, at IHL's sole discretion, to the balance of the original Warranty, should this be greater; and
- (d) for BTP Services: 12 months from the date of completion of the applicable BTP Services.

13 Goods bought for resale

13.1 If the Customer resells any Products then it must:

- (a) resell the Product in its original state and where applicable its original packaging;
- (b) not modify, delete or obscure any copyright, trade mark, patent or other proprietary notice which is on the Product, the Product's packaging or the documentation that accompanies the Product;
- (c) not use or apply on or in relation to the Product (including as or part of any corporate, trade or business name) any other trademarks, logos or wordings;
- (d) pass onto its customers all documentation, including instructions of use, that IHL supplies to customer in respect of the Product;
- (e) not make any representations, warranties, claims or guarantees to its customers about IHL or the Product that are false or misleading or inconsistent with those contained in the documentation supplied by IHL with the Product; and
- (f) adhere to any additional terms and conditions that IHL may notify to Customer from time to time.

13.2 The Customer shall indemnify IHL in full against all costs, damages, losses and expenses IHL incurs or suffers as a result of the Customer's failure to comply with its obligations under clause 13.1.

14 Provision of Services and BTP Services

14.1 In respect of each Contract, IHL will provide to the Customer the Services and BTP Services set out in that Contract. IHL aims to provide the Services and BTP Services in accordance with any dates or timetable set out in the Contract but cannot, and does not, guarantee to provide the Services or BTP Services in accordance with any specific dates or timetables. Time shall not be of the essence with respect to IHL's delivery or performance obligations and IHL accepts no liability for any loss or damage Customer may suffer as a result of IHL's failure to provide the Services or BTP Services in accordance with any dates or timetable.

14.2 If IHL personnel require access to any premises (other than IHL's own premises) to provide any Services or BTP Services then Customer will be responsible for making access to such premises available to IHL to enable IHL to carry out the Services or BTP Services (as the case may be).

15 Export controls

15.1 Customer represents, warrants and undertakes that it has obtained all necessary export approvals, licences, permits and authorisations for the supply of Products, Services and/or BTP Services, including those for dual use, to the end user, in respect of (i) the Export Administration Regulations of the US Department of Commerce; and (ii) the International Traffic in Arms Regulations (including the requirement to obtain, where applicable, the written authorisation of the US Office of Defence Trade Control); and (iii) any other applicable regulations (including UK export legislation) or other export controls (together, "Export Approvals").

15.2 It shall be the responsibility of the Customer to identify the need to obtain (and, where applicable, maintain) any Export Approvals and to comply on an ongoing basis with the requirements and obligations imposed by any regulatory authority administering and/or enforcing the same.

15.3 Notwithstanding the provisions of Clauses 15.1 and 15.2, the Customer represents, warrants and undertakes that it shall not sell, transfer or otherwise dispose of the Product in contravention of any Export Approvals, whether singularly or in combination with any other item or product of which the Product forms a part.

16 Obligations

16.1 In providing any Services and/or BTP Services to Customer, IHL warrants that it shall:

- (a) perform the Services using reasonable care, skill and diligence and in accordance with good industry practice;
- (b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that IHL's obligations are fulfilled in accordance with these terms and conditions;
- (c) ensure that the Services conform with any descriptions and specifications set out in IHL's quotation or any other documentation provided to Customer by IHL; and
- (d) ensure that the BTP Services conform with any descriptions and specifications set out in the applicable Customer provided Specification.

16.2 For the purpose of assisting the Customer to assess the reliability or quality of the Products supplied by IHL and/or where the Products are to be installed onto an aircraft to assist with this installation, IHL will on reasonable notice and subject to any expenses incurred by IHL being reimbursed by Customer, provide a technical expert at the Customer's location to provide reasonable assistance with such assessment and/or installation (as the case may be).

- 16.3 During the relevant Warranty Period, IHL shall, between the hours of 0800 and 1700 on Monday to Thursday and between 0800 and 1300 on Fridays at the Delivery Location (excluding bank and public holidays at the Delivery Location) provide free remote technical support in respect of the Products delivered.
- 16.4 IHL shall provide to Customers which are operating applicable aircraft all necessary technical publications and revisions required to operate, maintain, repair and overhaul the Products. Such documents shall normally be provided free of charge and be written in the English language.

17 Termination

- 17.1 Either party may terminate any Contract by giving notice to the other party on or at any time after the occurrence of any of the following events:
- (a) the other party makes any arrangement or composition with its creditors; the other party commits an act of bankruptcy; a receiving order is made against the other party; insolvency or winding-up proceedings are instituted by or against the other party; a receiver, liquidator or administrator is appointed for the other party; any of the other party's assets is the object of attachment, sequestration or other type of comparable proceeding; the other party is unable or admits in writing its inability to pay its debts as they fall due; the other party ceases or threatens to cease to carry on business; or the other party suffers or takes any similar or analogous action in any jurisdiction in consequence of debt; or
 - (b) the other party commits a material breach of the Contract and either that breach cannot be remedied or, in respect of a breach that is capable of remedy, the other party fails to remedy that breach within 30 Days of being requested to remedy that breach.
- 17.2 IHL may, on written notice, terminate any Contract if it reasonably believes that any of the events mentioned in clause 17.1(a) are about to occur in relation to Customer.
- 17.3 IHL may terminate any Contract if the Customer is sanctioned by any foreign government, for any reason, or is added to any international denied parties list.
- 17.4 On termination of a Contract:
- (a) the Customer must return to IHL all property belonging to IHL then in Customer's possession, including all materials supplied or made available by IHL in connection with the Contract;
 - (b) IHL shall return to the Customer all property belonging to the Customer then in IHL's possession, including all materials supplied or made available by the Customer to IHL in connection with the Contract;
 - (c) clauses 2, 3, 4, 8, 11, 12, 13, 16, 17, 18, 19, 20, 21, 23 and 24 of these terms and conditions will survive the termination of the Contract, as will any other clause which by its nature is intended to survive termination;
 - (d) the Customer shall immediately pay to IHL all outstanding unpaid invoices and interest, and, in respect of Services, BTP Services or Products supplied but for which no invoice has been submitted, IHL shall submit an invoice, which shall be payable by Customer immediately on receipt;
 - (e) transfer to IHL all the proceeds of sale in respect of all ROT Products which Customer has sold except to the extent that the Customer has already paid IHL for such ROT Products; and
 - (f) deliver back to IHL, at Customer's cost, those ROT Products that are not lost or sold (except to the extent that the Customer has already paid for such ROT Products, and the Customer agrees that IHL may enter the Customer's premises or any other premises to which Customer has a right to enter to recover such Products).
- 17.5 Any termination of a Contract shall not prejudice any rights which may have accrued to either party prior to the effective date of termination.

18 Confidentiality

Customer shall hold in confidence all information concerning IHL's business and affairs that IHL provides to Customer which is designated as confidential or which by its nature is confidential. Customer shall not disclose such information to any third party and shall, immediately following IHL's request, return all such information to IHL.

19 Data protection

Both parties will comply with all applicable requirements of the Data Protection Legislation in so far as such requirements relate to a Contract and/or the parties' obligations under or in connection with it. For the avoidance of doubt, neither party shall Process Personal Data (as such terms are defined in the Data Protection Legislation) on behalf of the other party, under or in connection with a Contract, unless the parties have entered into a separate processing agreement which satisfies the requirements of the Data Protection Legislation.

20 Notices

- 20.1 All notices and communications between the parties shall be in writing (which shall include, subject to clause 20.4, e-mail).
- 20.2 Subject to clauses 20.4 and 20.5, any notice or other communication sent to Customer shall be sufficient if sent to a postal or email address notified to IHL for the purpose or to the postal or email address of Customer last known to IHL.
- 20.3 Subject to clauses 20.4 and 20.5, notices or other communications sent by Customer to IHL shall be sent to the postal or email address given for IHL on the face of the quotation or otherwise provided to Customer by IHL marked for the attention of the VP Business Development with a copy of such communication marked for the attention of IHL's Legal Department with an email address of contractnotices@ipeco.com.
- 20.4 Neither party may use e-mail to serve on the other any legal and/or court document (including the service, delivery or notification of any without prejudice communications, claim form, notice, order, judgment or other document relating to or in connection with any proceedings, suit or action arising out of or in connection with any Contract or these terms and conditions).
- 20.5 Any notice shall be deemed to have been served:
- (a) if delivered personally, at the time of delivery; or
 - (b) if posted, at 10.00 on the fifth Day after it was put into the post; or
 - (c) if sent by e-mail, upon the generation of a receipt notice by the recipient's server or, if no receipt notice is generated, upon delivery to the recipient's server.
- 20.6 In proving service of a notice it shall be sufficient to prove that delivery was made or that the envelope containing the communication was properly addressed and posted either by prepaid first class post or by prepaid airmail, or that the e-mail was properly addressed and transmitted by the sender's server into the network and there was no apparent error in the operation of the sender's e-mail system, as the case may be.

21 Limitation on liability

- 21.1 Nothing in these terms and conditions or any Contract shall exclude or limit either party's liability for: (i) death or personal injury arising from that party's negligence; (ii) fraud or fraudulent misrepresentation; or (iii) any other liability that cannot be limited or excluded by law.
- 21.2 The warranties and conditions stated in these terms and conditions are in lieu of all other conditions, warranties or other terms that might be implied into or incorporated into these terms and conditions or any Contract whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.
- 21.3 Subject to clause 21.1, IHL will not be liable to Customer under any statute or in contract, tort or otherwise for any:
- (a) loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings;
 - (b) indirect or consequential loss or damage;
 - (c) damage remedied by IHL within a reasonable time; and/or
 - (d) any loss suffered that is avoidable through Customer's reasonable conduct, including (where applicable) Customer backing up all data available and following IHL's reasonable advice in relation to any Services and/or BTP Services IHL provides to Customer.
- 21.4 Subject to clause 21.1, IHL's total aggregate liability to the Customer under or in connection with each Contract (whether such liability arises under any statute or in contract, tort or otherwise) shall not in any event exceed the total price payable by Customer under that Contract.
- 21.5 In respect of the BTP Services, the Customer shall indemnify and hold harmless IHL from and against any and all losses, liabilities, damages, costs, or expenses (including reasonable legal fees) arising out of or in connection with any claim, demand, or action resulting from the performance of the BTP Services, including: (a) any design defects in the Customer provided Specification; (b) failure by the Customer to

comply with applicable laws or regulations in relation to the order, receipt or use of the BTP Services and the related items manufactured by IHL; (c) any damages or losses incurred as a result of the Customer's actions or omissions during or after delivery of the BTP Services and the related items manufactured by IHL; and (d) any claims by third parties (including, for clarity, claims relating to the infringement of IPR) relating to the delivery or use of the BTP Services and the related items manufactured by IHL. This indemnity shall apply regardless of whether such claims arise in contract, tort, or otherwise, except where such losses are caused solely by the negligence or willful misconduct of IHL.

22 Assignment

- 22.1 The Customer shall not assign, sub-contract or dispose of any of its rights or obligations under these terms and conditions or any Contract without prior written consent from IHL.
- 22.2 Both the Customer and IHL shall in all cases act as principal in respect of these terms and conditions and each and will be responsible and liable for the acts and omissions of its employees and sub-contractors.

23 Force Majeure

IHL shall not be liable to Customer for any delay or failure to perform its obligations under a Contract due to causes beyond its reasonable control.

24 General

- 24.1 No third party shall have any rights under or in connection with these terms and conditions or any Contract by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 24.2 No delay or failure by IHL in exercising or enforcing any right or remedy under these terms and conditions or any Contract will be deemed to be a waiver of any such right or remedy, nor will that failure operate to bar the exercise or enforcement of such right or remedy at any future time.
- 24.3 If at any time any provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair the legality, validity or enforceability in that jurisdiction of any other provision of these terms and conditions, or the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of these terms and conditions.
- 24.4 These terms and conditions and each Contract and any non- contractual obligations in connection with the same are governed by and will be construed in accordance with the laws of England & Wales and, except as set out in clause 24.5, IHL and the Customer hereby irrevocably submit to the exclusive jurisdiction of the English courts in respect of the same.
- 24.5 If Customer breaches any Contract then the Customer acknowledges and agrees that IHL may bring a claim against the Customer for the breach in any jurisdiction in which the Customer or its assets are located.