

1 INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

“Conditions” the standard terms and conditions of purchase as set out in this document and as amended from time to time in accordance with Condition 2.3;

“Contract” the Order and the Supplier’s acceptance of the Order;

“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);

“Goods” any goods agreed in the Contract to be purchased by the Purchaser from the Supplier (including any part or parts of them and including embedded software if any);

“Insolvency Event” as regards a party, that:

- (i) he (being an individual) has a bankruptcy order made against him;
- (ii) it makes an arrangement or composition with its creditors, or otherwise takes the benefit of any Act for the time being in force for the relief of insolvent debtors;
- (iii) it convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent

voluntary liquidation for the purpose only of reconstruction or amalgamation;

(iv) it has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof;

(v) a resolution is passed or a petition presented to any court for its winding up or any steps are taken (including, without limitation, the making of an application or the giving of any notice) for the appointment of an administrator in respect of its business or assets;

(vi) any proceedings are commenced relating to the insolvency or possible insolvency of the other party or if the other party takes or suffers any similar or analogous action in any jurisdiction in consequence of debt;

“Intellectual Property Rights”

any and 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, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered 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;

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“Liquidated Damages”	any liquidated damages agreed between the parties as set out in the Order;	those goods or services are provided by the Purchaser or any Replacement Supplier;
“Losses”	losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);	“Replacement Supplier” any third party supplier of Replacement Services appointed by the Purchaser from time to time;
“Order”	the Purchaser’s written instruction, incorporating these Conditions, to supply the Goods and/or the Services described or referred to in the Millbrook Proving Ground Order form attached to these Terms and Conditions (and “Order” includes any proposal from the Supplier identified in that order form, or any other written instruction from the Purchaser);	“Services” any services, including any Deliverables, agreed in the Contract to be purchased by the Purchaser from the Supplier (including any part or parts of them);
“Price”	the price set out in the Order as further detailed in Condition 11.1;	“Special Conditions” any special conditions as set out or referred to in the Order;
“Purchaser”	Millbrook Proving Ground Limited registered in England and Wales (company number 02230262) whose registered office is at Millbrook, Bedford, MK45 2JQ;	“Specification” any description or specification (including any related plans or drawings) for the Goods and/or Services included in the Order or supplied or advised by the Purchaser to the Supplier or agreed in writing by the Purchaser and the Supplier, including any plans, patterns, drawings, data or other information relating to the Goods or Services;
“Purchaser’s Property”	the Purchaser’s site at Millbrook, Bedford, MK45 2JQ;	“Supplier” the person(s), firm or company who accepts the Order, as detailed in the Order;
“Purchaser Materials”	has the meaning given to it in Condition 16;	“Supplier Personnel” any persons employed or engaged by the Supplier or any of its subcontractors and that are engaged in the provision of Goods and/or performance of the Services from time to time;
“Replacement Services”	any goods or services which are identical or substantially similar to any of the Goods or Services and which the Purchaser receives in substitution for any of the Goods or Services (in whole or in part), whether	“Term” the period for which the Supplier provides the Services as set out in the Order;
		“Working Day” a day (other than a Saturday, a Sunday or a public holiday in England) on which banks in London are open for business.

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- 1.2 In these Conditions (except where the context otherwise requires):
- 1.2.1 words in the singular include the plural and vice versa and reference to any gender includes the others;
 - 1.2.2 reference to “a person” includes a natural person, company or unincorporated body (whether or not having separate legal personality);
 - 1.2.3 a reference to “company” includes any company, corporation or other body corporate, wherever and however incorporated or established;
 - 1.2.4 references to legislation are to that legislation as amended, extended or re-enacted from time to time;
 - 1.2.5 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
 - 1.2.6 any words following the terms “including”, “include”, “in particular” or any similar terms shall be construed as illustrative only and shall not limit the sense of the words preceding those terms; and
 - 1.2.7 a reference to “writing” or “written” includes faxes but not email.
- 1.3 Headings are for convenience only and shall not affect the interpretation of these Conditions.
- 1.4 The Contract shall be binding upon, and enure to the benefit of, the parties and their respective personal representatives, successors and permitted assignees, and references to any party shall include that party’s personal representatives, successors and permitted assignees.

2 APPLICATION OF THESE CONDITIONS

- 2.1 These Conditions are the only conditions upon which the Purchaser is prepared to deal with the Supplier and they (together with the Order) shall govern the Contract to the entire exclusion of all other terms and conditions.
- 2.2 No terms or conditions (other than these Conditions and any Special Conditions) endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgement or acceptance of order, specification or other document (whether or not any such document is referred to in the Contract), or which are implied by trade, custom, practice or course of dealing, will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 2.3 These Conditions apply to all the Purchaser’s purchases and/or acquisitions and any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Purchaser.
- 2.4 Each Order shall be deemed to be an offer by the Purchaser to purchase Goods and/or Services subject to these Conditions and an Order shall be deemed to be accepted by the Supplier on the earlier of the Supplier giving written notice of acceptance or any act by the Supplier consistent with fulfilling the Order.

3 TERM

- 3.1 The Supplier shall provide the Services for the Term as stated in the Order, subject to early termination in accordance with the provisions of Condition 20.

4 PERFORMANCE, QUALITY AND DEFECTS

- 4.1 The Supplier shall ensure that the Goods shall:

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- 4.1.1 correspond with their description and any Specification;
 - 4.1.2 be of the best quality and use the best quality materials, standards, designs and techniques;
 - 4.1.3 be 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 judgment;
 - 4.1.4 be free from defects in design, material and workmanship and remain so for twelve (12) months after delivery or for any other time frame as agreed between the parties in writing;
 - 4.1.5 be marked with the globally harmonised system of classification and labelling symbol(s) if the Goods supplied are hazardous;
 - 4.1.6 comply with all applicable statutory and regulatory requirements including relating to the manufacture, labelling, packaging, storage, handling, carriage and delivery of the Goods, including requirements for hazardous Goods; and
 - 4.1.7 be delivered by their due date for delivery.
- 4.2 In performing the Services, the Supplier shall:
- 4.2.1 meet any performance dates for the Services specified in the Order or notified to the Supplier by the Purchaser;
 - 4.2.2 co-operate with the Purchaser in all matters relating to the Services and comply with all instructions from the Purchaser;
 - 4.2.3 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 4.2.4 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;
 - 4.2.5 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in any Specification and that the Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser, expressly or by implication;
 - 4.2.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 4.2.7 use the best quality goods, materials, standards, designs 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;
 - 4.2.8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Purchaser's premises; and
 - 4.2.9 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.
- 4.3 The Purchaser's rights under these Conditions are in addition to the statutory conditions implied in favour of the Purchaser by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.
- 4.4 The Purchaser shall have the right, at any time prior to delivery of the Goods, to inspect and test the Goods and the Supplier shall provide the

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Purchaser with all facilities reasonably required for such inspection and testing.

- 4.5 If the results of such inspection or testing indicate that the Goods do not conform or are unlikely to conform with the Order or to the Specification, the Purchaser shall inform the Supplier within seven (7) days of the inspection and/or testing and the Supplier shall immediately take such action as is necessary to ensure conformity and the Purchaser shall have the right to require and witness further testing and inspection.
- 4.6 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.
- 4.7 The Supplier shall at all times have and maintain all licences, certificates, permissions, authorisations, consents and permits and any other governmental authorisations or necessary documentation that it needs to carry out its obligations under the Contract and shall comply with all applicable laws and regulations in the performance of the Contract.
- 4.8 The Supplier shall not supply import or export the Goods contrary to: (a) United Nations, European Community, United States, or other sanctions; or (b) International Traffic in Arms Regulations; or (c) Export Administration Regulations; or (d) UK Strategic Export Control Lists; or (e) other applicable export or import restrictions.
- 4.9 If any of the Goods and/or the Services fail to comply with any of the provisions in this Condition 4 the Purchaser shall have available to it the remedies listed in Condition 22, any one or more of which it may exercise in its entire discretion and whether or not the Purchaser has already accepted the Goods.

5 DELIVERY

- 5.1 The date for delivery and/or performance shall be specified in the Order and/or if no such date is specified then delivery and/or performance shall take place within twenty one (21) days of the date of the Order.
- 5.2 Time for delivery of the Goods and/or the performance of the Services shall be of the essence of the Contract.
- 5.3 The Goods shall be marked in accordance with the Purchaser's instructions and any applicable regulations or requirements of the carrier.
- 5.4 The Goods shall be properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course and accompanied by all documentation as may be required or recommended by applicable law, regulation or directive.
- 5.5 The Goods shall be delivered carriage paid to such location as specified in the Order or by the Purchaser before delivery or, if no location is so specified, to the Purchaser's place of business, unless otherwise agreed in writing between the parties.
- 5.6 The Services shall be performed at the Purchaser's place of business or at such other place of performance as is specified or agreed by the Purchaser in writing prior to performance of the Services.
- 5.7 The Supplier shall off-load the Goods as directed by the Purchaser and where specified in the Order shall assemble and install the Goods as directed by the Purchaser.
- 5.8 The Supplier shall (unless the Purchaser specifies otherwise) at its own cost remove from the place of delivery any packaging material used in transporting the Goods.

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- 5.9 The Supplier shall supply the Purchaser in good time with any instructions or other information required to enable the Purchaser to accept delivery of the Goods and performance of the Services.
- 5.10 The Supplier shall ensure that each delivery is accompanied by a prominently displayed delivery note which shows, as a minimum, the Order number, date of Order, type of Goods, number of packages and contents, any special storage instructions and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 5.11 Delivery of the Goods shall be complete when the Goods have been off-loaded, unpacked, stacked, assembled and installed as specified in the Order or this Condition 5.
- 5.12 Unless otherwise stipulated by the Purchaser in the Order, deliveries and/or performance shall only be accepted by the Purchaser within its usual business hours.
- 5.13 If the Goods are not delivered and/or the Services are not performed on the due date then, without prejudice to any other rights or remedies which it may have, the Purchaser reserves the right to:
- 5.13.1 terminate the Contract in whole or in part, without liability to the Purchaser;
 - 5.13.2 refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;
 - 5.13.3 reject any of the Goods that may already have been delivered;
 - 5.13.4 recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining the Goods and/or performance of the Services in substitution from another Supplier;
 - 5.13.5 where the Purchaser has paid in advance for Goods and/or Services that have not been delivered or provided (or paid for any Goods already delivered but which the Purchaser is now rejecting), to have such sums refunded by the Supplier; and
 - 5.13.6 claim damages for any Losses incurred or to be incurred by the Purchaser which are in any way attributable to the Supplier's failure to deliver the Goods and/or perform the Services on the due date.
- 5.14 The Supplier shall not deliver and/or perform by instalments unless the Purchaser so agrees in writing, in which case the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver and/or perform any one instalment shall entitle the Purchaser at its option to treat the whole Contract as repudiated and to the remedies set out in Condition 22.
- 5.15 If the Supplier delivers in excess of the quantity ordered, the Purchaser may reject the whole or may accept only the quantity ordered and shall not be bound to pay for any excess it does not accept, which will be and remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 5.16 If the Supplier delivers less than the quantity ordered, the Purchaser may reject the Goods, which in such case shall be and remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 5.17 If the Supplier delivers in excess of or less than the quantity ordered, the Purchaser may accept delivery, in which case the Price shall be adjusted pro-rata.
- 6 USE OF GOODS**
- 6.1 The Supplier shall, where requested by the Purchaser, at its own cost, provide adequate instructions and appropriate training in relation to:

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- 6.1.1 the safe use of the Goods;
 - 6.1.2 the safe disassembly/assembly and transportation of the Goods; and
 - 6.1.3 the adjustment of the Goods' settings.
- 6.2 Where the Supplier is required to perform the services described in Condition 6.1, such services shall be performed by appropriately qualified and trained personnel, with the best care, skill and diligence in accordance with best practice in the Supplier's industry, trade or profession.
- 6.3 If any software is embedded in the Goods or is otherwise purchased by the Purchaser from the Supplier, then:
- 6.3.1 the Supplier shall provide replacement keys, passwords or any other information required by the Purchaser for use of the software within five (5) days following a request from the Purchaser, or within three (3) days if lack of access will have an adverse business impact on Purchaser's business; and
 - 6.3.2 the Supplier shall at no time exercise any remote lock or backdoor to prevent the Purchaser from accessing the software it has purchased from the Supplier and shall ensure that the Purchaser is able at all times to operate the software and access its own data.

7 WASTE DISPOSAL

- 7.1 Any waste materials generated by the Supplier in the process of performing the obligations contained in the Contract are to be disposed of in accordance with the prior separate agreement relating to waste made between the Purchaser and Supplier, or if no such prior agreement is in place then the Supplier shall arrange disposal by the

waste disposal company identified in the Order, or, if none, the Purchaser's approved waste disposal company.

- 7.2 Any movement of waste by the Supplier is to be made by prior agreement with the Purchaser and the Supplier shall provide details of waste carrier licences and details of disposal points.
- 7.3 All waste generated by the Supplier when on the Purchaser's Property is to be stored, handled and transported in accordance with relevant Health and Safety and Environmental legislation and good practice.
- 7.4 Hazardous waste consignment notes or copies thereof shall be provided to the Purchaser within three (3) months of the completion of disposing of any waste at the Purchaser's Property.

8 INDEMNITY

- 8.1 The Supplier shall indemnify and keep indemnified the Purchaser in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Purchaser or for which the Purchaser may become liable arising out of or in connection with:
- 8.1.1 defective design, workmanship, quality, materials or any other defect in the Goods or Services (including any claim made against the Purchaser for death, personal injury or damage to property arising out of, or in connection with, defects in Goods) to the extent that the defect is attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors;
 - 8.1.2 any claim made against the Purchaser for any infringement or alleged infringement of any Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods or the supply, receipt or use of the Services; and

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8.1.3 any claim made against the Purchaser arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or sub-contractors.

8.2 This Condition 8 shall survive termination of the Contract.

9 INSURANCE

9.1 For the duration of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and any additional insurance detailed in the Order at the minimum levels set out in the Order.

9.2 The Supplier shall, on the Purchaser's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

9.3 This Condition 9 shall survive termination of the Contract.

10 RISK AND OWNERSHIP

10.1 The Goods shall remain at the risk of the Supplier until delivery to the Purchaser is complete, when the risk in, and ownership of, the Goods shall pass to the Purchaser.

11 PRICE

11.1 The price of the Goods and/or the Services ("**Price**") shall be that stated in the Order (or, if no price is stated in the Order, the price set out in the Supplier's published price list provided this has been previously agreed in writing by the Purchaser) and unless otherwise agreed in writing by the Purchaser shall be exclusive of value added

tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice) but inclusive of all other charges, including packaging, insurance, carriage and any other sales and export or import duties or levies.

11.2 No variation in the Price and no extra charges will be applicable at any time without express acceptance in writing by a duly authorised representative of the Purchaser.

12 LIQUIDATED DAMAGES

12.1 If the Supplier fails to supply the Goods and/ or Services in accordance with the Order, the Supplier shall notify the Purchaser in writing and pay to the Supplier the Liquidated Damages as specified in the Order.

13 PAYMENT

13.1 In respect of Goods, the Supplier shall invoice the Purchaser on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Purchaser on completion of the Services. Each invoice shall include such supporting information as is required by the Purchaser to verify the accuracy of the invoice and shall quote the purchase order reference number (if any) of the Order to which it relates. Failure to provide any such purchase order reference number will entitle the Purchaser to reject that relevant invoice.

13.2 The Purchaser shall pay the Price within sixty (60) days after receipt by the Purchaser of a valid invoice, or, if later, after acceptance of the Goods or Services in question by the Purchaser, but time for payment shall not be of the essence of the Contract and payment shall be subject to the Purchaser's normal payment process. To the extent that payment falls up to 5 working days after the due date as a result of the Purchaser's payment process then such payment shall not be considered late.

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- 13.3 Without prejudice to any other rights or remedies it may have, the Purchaser reserves the right to set off any amount owing at any time from the Supplier to the Purchaser against any amount payable by the Purchaser to the Supplier under the Contract.
- 13.4 If the Purchaser disputes any invoice:
- 13.4.1 the Purchaser shall notify the Supplier in writing within five (5) days of the date of receipt of the invoice, specifying the reasons for disputing the invoice;
- 13.4.2 the Supplier shall provide all evidence as may be reasonably necessary to verify the disputed invoice;
- 13.4.3 the Purchaser shall pay to the Supplier all amounts not disputed by the Purchaser on the due date as set out in Condition 13.2;
- 13.4.4 the parties shall negotiate in good faith to attempt to resolve the dispute promptly; and
- 13.4.5 if the parties have not resolved the dispute within thirty (30) days of the Purchaser giving notice to the Supplier, the dispute shall be resolved in accordance with Condition 21 (Dispute Resolution Procedure).
- 13.5 The Supplier shall make all payments due under or in respect of the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless required by law.
- 13.6 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown in the Supplier's own terms of sale.
- 13.7 Interest shall be payable on the late payment of any undisputed invoices for Goods or Services accruing on a daily basis from the due

date until payment is made in full, both before and after any judgment, at 2% per annum above HSBC bank's base rate from time to time.

14 INFORMATION

- 14.1 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Goods and/or Services, and the Supplier shall allow the Purchaser to inspect such records at all reasonable times on request.
- 14.2 The Supplier shall provide such accounts and information as the Purchaser may reasonably request for the purposes of certifying and inspecting the Supplier's performance of the obligations under the Contract.

15 CONFIDENTIALITY

- 15.1 The Supplier shall keep in strict confidence, and use only for the purpose of performing the Contract, all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Supplier by the Purchaser or its agents or sub-contractors and any other confidential information concerning the Purchaser's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know the same for the purpose of performing the Contract and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality and restrictions of use as bind the Supplier.

16 THE PURCHASER MATERIALS

- 16.1 The Supplier shall hold all materials, equipment, tools, drawings, specifications and data supplied by the Purchaser to the Supplier ("**Purchaser Materials**") in safe custody at its own risk, maintain the Purchaser Materials in good condition until returned to the Purchaser

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(which the Supplier shall do on the written instruction of the Purchaser) and not dispose of or use the Purchaser Materials other than in accordance with the Purchaser's written instructions or authorisation.

16.2 The Supplier acknowledges that the Purchaser Materials are the exclusive property of the Purchaser.

17 EMPLOYEES

17.1 The Supplier shall, and shall procure that any subcontractor shall, organise the Supplier Personnel such that, at no time, will any Supplier Personnel spend more than 50% of their working time in respect of the Purchaser's account or the performance of Services or be identifiable as having as their principal purpose, or otherwise be dedicated to, the performance of Services (whether in whole or in part).

17.2 The parties do not consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 and/or any other regulations enacted for the purpose of implementing the Acquired Rights Directive into English law ("**Transfer Regulations**") are applicable on the commencement of the performance of the Services or will be applicable upon the termination or expiry of the Contract or the performance of the Services by the Supplier (whether in whole or in part).

17.3 The Parties agree that, notwithstanding Conditions 17.1 and 17.2, if the employment or any liabilities in respect of any Supplier Personnel transfers to the Purchaser or any Replacement Supplier by virtue of the Transfer Regulations, or is alleged to have done so, as a consequence of the commencement of the Contract or its termination or expiry (whether in whole or in part) or the appointment of a Replacement Supplier (an "**Unexpected Transferring Employee**"), then:

17.3.1 The Purchaser and/or any Replacement Supplier may, within 28 days of becoming aware of such effect, or an allegation of

such effect, terminate the employment of any Unexpected Transferring Employee with immediate effect; and

17.3.2 the Supplier shall indemnify and keep indemnified the Purchaser and/or any Replacement Supplier from any and all Losses directly and indirectly incurred or suffered by the Purchaser or any Replacement Supplier arising out of or in connection with:

a) the employment or termination of the employment of an Unexpected Transferring Employee; and

b) any claim for a failure to properly inform and consult under the Transfer Regulations or the Trade Union and Labour Relations (Consolidation) Act 1992 in relation to such an Unexpected Transferring Employee by the Supplier or any of its subcontractors or the Purchaser or any Replacement Supplier.

18 INTELLECTUAL PROPERTY RIGHTS

18.1 In respect of the Goods and any goods that are transferred to the Purchaser as part of the Services, including the Deliverables or any part of them, the Supplier warrants that it has full, clear and unencumbered title to all such items and that at the date of delivery of such items it will have full and unrestricted rights to sell and transfer all such items to the Customer.

18.2 The Supplier assigns to the Purchaser, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services including the Deliverables.

18.3 The Supplier shall obtain waivers of all moral rights in the products of the Services, including the Deliverables, to which any person is now or may at any future time be entitled under Chapter IV of Part I of the

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Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

- 18.4 The Supplier shall promptly at the Purchaser's request do (or procure to be done) all such further acts and things and execute (or procure the execution of) all such further documents as the Purchaser may from time to time require for the purpose of securing for the Purchaser the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Purchaser under Condition 18.2.

19 DATA PROTECTION AND DATA SECURITY

- 19.1 The Supplier represents, warrants and undertakes that it has complied and shall continue to comply at all times with the EU General Data Protection Regulation 2016/679, the Regulation (the "**GDPR**"), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and any applicable laws in any jurisdiction relating to the processing or protection of personal data and privacy, including where applicable the guidance and codes issued by any relevant supervisory authority from time to time (collectively the "**Data Protection Laws**"). To the extent that the Supplier or its representative processes any personal data pursuant to the Contract or as part of the provision of the Goods and/or Services it acknowledges and agrees that the Purchaser shall be the data controller in respect of the personal data and that the Supplier shall be the data processor. "Personal data", "process/processes/processing", "data controller", "data processor", "data subject" and "personal data breaches" shall have the meaning set out in the GDPR.
- 19.2 To the extent that the Supplier processes personal data on behalf of the Purchaser, the Supplier shall:
- 19.2.1 process it only for the purposes of complying with its obligations under the Contract and in accordance with the Purchaser's

instructions from time to time. To the extent that the Supplier processes the personal data for its own purposes, Supplier is the data controller in respect of such processing;

- 19.2.2 not disclose it to any third party or transfer it to any countries outside the European Economic Area without the Purchaser's prior written consent;
- 19.2.3 implement and at all times maintain appropriate technical and organisational measures to prevent any loss, disclosure, theft, manipulation, unlawful disclosure or interception of the personal data and provide to the Purchaser a detailed description of such measures on request from time to time.
- 19.2.4 notify promptly, and in any case within twenty- four (24) hours, the Purchaser of any notices received by the Supplier relating to the processing of personal data provided by the Supplier including, but not limited, to personal data breaches, data subject requests, complaints and/or correspondence and provide the Purchaser with such information and assistance as the Purchaser may require in relation to such breach or notice and at no cost to the Purchaser. For the avoidance of doubt, in no event shall the Supplier respond directly to any notice relating to the personal data disclosed by the Purchaser; and
- 19.2.5 keep records of any such processing activities which shall be supplied to the Purchaser promptly upon request.
- 19.3 The Supplier shall at all times, where personal data is being processed, provide the Goods and/or Services in accordance with an appropriate data processing agreement (the "DPA") containing suitable safeguards for the protection of personal data disclosed by the Purchaser and the Supplier shall at all times comply with obligations contained therein. The Supplier hereby acknowledges and confirms that any breach of the

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DPA or this Condition 19 entitles the Purchaser to terminate any Contract in force between the parties immediately and with no liability.

- 19.4 The Supplier shall indemnify and hold the Purchaser harmless from and against all losses, costs, claims, expenses or damages which the Purchaser may incur or for which it may become liable as a result of or in connection with any breach or failure by the Supplier or its representatives to comply with this Condition 19 including, but not limited to, all claims, proceedings or actions brought by a competent public authority and/or a data subject against the Purchaser with respect to the processing by the Supplier and/or its sub-contractors and for any and all claims, proceedings or actions brought against the Purchaser arising out of any breach by the Supplier and/or its sub-contractors of its data protection obligations (including its data security obligations) under applicable Data Protection Laws.

20 TERMINATION

- 20.1 The Purchaser shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and the Purchaser shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.
- 20.2 The Purchaser shall, without prejudice to any other rights or remedies it may have including under Conditions 5.13.1 and 22.1.1, have the right at any time by giving notice in writing to the Supplier to terminate the Contract, without liability to the Purchaser, forthwith if:
- 20.2.1 the Supplier commits a material or persistent breach of the Contract;

20.2.2 an Insolvency Event occurs and/or the Supplier is in the reasonable belief of the Purchaser, or is deemed to be, insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends payment of any of its debts or (being a partnership) has any partner to whom any of the foregoing apply;

20.2.3 any event similar to an Insolvency Event occurs in relation to the Supplier (including in any jurisdiction to which it is subject);

20.2.4 the Supplier suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;

20.2.5 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; or

20.2.6 the financial position of the Supplier deteriorates to such an extent that in the reasonable opinion of the Purchaser the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

20.3 Where both Goods and Services are to be supplied under the Contract, in any of the circumstances in which the Purchaser may, under these Conditions, terminate the Contract the Purchaser 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.

20.4 On termination of the Contract or any part of it for any reason in respect of the provision of Services, the Supplier shall immediately deliver to the Purchaser all Deliverables, whether or not then complete, and

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return all Purchaser Materials. If the Supplier fails to do so the Purchaser may (without limiting any other rights or remedies it may have) enter the Supplier's premises and take possession of them. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 20.5 Where licence keys or log in details are provided by the Supplier as part of the Goods and/or Services, upon termination by either party, Supplier shall continue to supply these and ensure they remain operational for a period of no less than thirty (30) days to allow the Purchaser time to extract its data if required.
- 20.6 The termination of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Supplier and the Purchaser existing at termination.
- 20.7 Such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination of the Contract shall remain in full force and effect.

21 DISPUTE RESOLUTION PROCEDURE

- 21.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in these Conditions, the parties shall follow the dispute resolution procedure set out in this Condition 21:
- 21.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("**Dispute Notice**"), together with relevant supporting documentation.
- 21.1.2 if the parties are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to a director of the Purchaser and a

director of the Supplier, who shall attempt in good faith to resolve it; and

- 21.1.3 if the director of the Purchaser and the director of the Supplier are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, either Party may commence court proceedings in respect of such unresolved Dispute or issue.

- 21.2 The Supplier shall at all times continue to provide the Goods and/or Services and to perform its obligations under this Contract notwithstanding any Dispute or the implementation of the procedures set out in this Condition 21.

22 REMEDIES

- 22.1 Without prejudice to any other rights or remedies the Purchaser may have, if any Goods and/or Services are not supplied or performed in accordance with, or the Supplier fails to comply with, any of the provisions of Condition 4, or if the right to terminate the Contract has arisen under Conditions 5.13.1, 20.2 or 23.3, the Purchaser shall (without prejudice to any other rights or remedies it may have) be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or the Services has been accepted by the Purchaser:
- 22.1.1 to terminate the Contract, without liability to the Supplier;
- 22.1.2 to reject the Goods (in whole or in part and whether or not title has passed) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- 22.1.3 where the Purchaser has paid in advance for Goods and/or Services that have not been delivered or provided, to have such sums refunded by the Supplier;

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- 22.1.4 at the Purchaser's option, to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or to re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - 22.1.5 to refuse to accept any further deliveries of the Goods and/or performance of the Services which the Supplier attempts to make;
 - 22.1.6 to carry out at the Supplier's expense any work necessary to make the Goods and/or the Services comply with the Contract;
 - 22.1.7 to claim such Losses as may have been sustained in consequence of the Supplier's breaches of the Contract including any costs reasonably incurred by the Purchaser in obtaining the Goods and/or performance of the Services in substitution from another supplier; and
 - 22.1.8 to claim damages for any Losses incurred or to be incurred by the Purchaser which are in any way attributable to the Supplier's failure.
- 22.2 These Conditions shall extend to and apply in respect of any substituted or remedial services or repaired or replacement goods supplied by the Supplier.
- 23 BRIBERY AND OTHER CORRUPTION**
- 23.1 The Supplier agrees with the Purchaser that it shall, and that it shall procure that its employees and officers, agents, sub-contractors and any other person who performs services for the Supplier in relation to the Contract shall:
- 23.1.1 comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption ("**Anti-Corruption Requirements**") including the Bribery Act 2010;
 - 23.1.2 not take or knowingly permit any action to be taken that would or might cause or lead the Purchaser to be in violation of any Anti-Corruption Requirements;
 - 23.1.3 not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage, whether of money or anything of value) the Purchaser or any of the Purchaser's employees, officers, agents, representatives, affiliates or persons acting on the Purchaser's behalf;
 - 23.1.4 comply with the Purchaser's policies relating to anti-bribery and corruption ("**Relevant Policies**") which will be provided to Supplier upon request and which may be updated by Purchaser from time to time;
 - 23.1.5 not do, or omit to do, any act that will cause or lead the Purchaser to be in breach of any of the Anti-Corruption Requirements or Relevant Policies;
 - 23.1.6 notify the Purchaser (in writing) if it becomes aware of any breach of this Condition 23; and
 - 23.1.7 at the Purchaser's request and cost, provide the Purchaser with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Anti-Corruption Requirements.
- 23.2 The Supplier represents and warrants to the Purchaser that neither it nor any person described in Condition 23.1 has bribed or attempted to bribe any person in order to obtain and/or retain any business, or

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advantage in the conduct of business, for the Purchaser and nor has it bribed or attempted to bribe any person described in Condition 23.1.3.

23.3 The Supplier agrees that in addition to the Purchaser's termination rights set out elsewhere in these Conditions, the Purchaser may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of this Condition 23 by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.

23.4 The Purchaser shall not be required to make any payment to the Supplier that might otherwise be due from the Purchaser in respect of the Contract if the Supplier has breached this Condition 23.

23.5 The Supplier shall indemnify and keep indemnified the Purchaser in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Purchaser or for which the Purchaser may become liable arising out of or in connection with any breach of this Condition 23, whether or not the Contract has been terminated.

24 MODERN SLAVERY

24.1 The Supplier agrees with the Purchaser that it shall, and that it shall procure that the Supplier Personnel and any other person who performs services and/or supplies goods within the Supplier's supply chain for the Supplier in relation to this Contract shall:

24.1.1 comply with all applicable laws relating to slavery and human trafficking ("**Anti-Slavery Requirements**") including the Modern Slavery Act 2015;

24.1.2 not take or knowingly permit any action to be taken that would or might cause or lead the Purchaser to be in violation of any Anti-Slavery Requirements;

24.1.3 notify the Customer as soon as it becomes aware of any breach, or potential breach, of the Anti-Slavery Requirements or any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement; and

24.1.4 at the Purchaser's request and cost, provide the Purchaser with any reasonable assistance to enable it to perform any activity required by any regulatory body for the purpose of complying with Anti-Slavery Requirements.

24.2 The Supplier represents, warrants and undertakes to the Purchaser that neither it nor any other person in its supply chain (including those described in Condition 24.1) uses trafficked, bonded, child or forced labour or has attempted to use trafficked, bonded, child or forced labour within its supply chain. The Supplier shall implement due diligence procedures for the persons in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.

24.3 The Supplier agrees that in addition to the Purchaser's termination rights set out in Condition 20, the Purchaser may (without prejudice to any other right available to it) immediately terminate this Contract in the event of any breach of this Condition 24 by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.

24.4 The Purchaser shall not be required to make any payment to the Supplier that might otherwise be due from the Purchaser in respect of this Contract if the Supplier has breached this Condition 24.

24.5 The Supplier shall indemnify the Purchaser from and against any and all Losses suffered or incurred by the Purchaser or for which the Purchaser may become liable arising out of or in connection with any breach of this Condition 24, whether or not this Contract has been terminated.

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25 CONFLICT MINERALS

25.1 In view of Section 1502 of the Dodd-Frank Act, Supplier shall have a policy in place to reasonably assure that the tantalum, tin, tungsten and gold in the Goods do not directly or indirectly finance or benefit armed groups that are perpetrators of serious human rights abuses in the Democratic Republic of Congo or an adjoining country. Supplier shall exercise due diligence on the source and chain of custody of these minerals and shall make their due diligence measures available to Purchaser upon Purchaser's request.

26 ANTI-FACILITATION OF TAX EVASION

26.1 The Supplier shall:

26.1.1 not engage in any activity, practice or conduct which would constitute either:

- a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
- b) a foreign tax evasion facilitation offence under s46(1) of the Criminal Finances Act 2017;

26.1.2 comply with Purchaser's Code of Business Ethics as the Purchaser may update from time to time;

26.1.3 have and shall maintain in place throughout the term of this Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with Condition 26.1.1;

26.1.4 promptly report to the Purchaser any request or demand from a third party to facilitate the evasion of tax within the meaning

of Part 3 of the Criminal Finances Act 2017 in connection with the performance of this Contract;

26.1.5 within six (6) months of the date of this Contract, and annually thereafter, certify to the Purchaser in writing signed by an officer of the Supplier, compliance with this Condition 26 by the Supplier and all persons associated with it under Condition 26. The Supplier shall provide such supporting evidence of compliance as the Purchaser may reasonably request.

26.2 The Supplier shall ensure that any person associated with the Supplier who is providing Goods and performing Services 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 Condition 26 (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 Purchaser for any breach by such persons of any of the Relevant Terms.

26.3 Breach of this Condition 26 shall be deemed a material breach under Condition 20.2.1.

26.4 For the purposes of Condition 26, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

27 ASSIGNMENT

27.1 The Purchaser may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.

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27.2 The Supplier shall not be entitled to assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract, without the prior written consent of the Purchaser.

28 FORCE MAJEURE

28.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (save any that merely increases the cost of performing such obligations and excluding any strikes, lock-outs or other industrial disputes involving its own workforce or that of any of its agents or sub-contractors), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

28.2 If the performance of any of the Supplier's obligations under the Contract are delayed or prevented as described in Condition 28.1 for a continuous period of one (1) month, the Purchaser may, without liability to the Supplier, terminate the Contract forthwith by giving notice to the Supplier.

29 COMMUNICATIONS

29.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery (or pre-paid registered air mail if overseas) or by fax:

29.1.1 (in the case of communications to the Purchaser) to its registered office or main fax number or such changed address

or fax number as shall be notified to the Supplier by the Purchaser; or

29.1.2 (in the case of communications to the Supplier) to its registered office (if it is a company) or (in any other case) to any address of the Supplier set out in any document which forms part of the Contract or to its main fax number or such other address or fax number as shall be notified to the Purchaser by the Supplier.

29.2 Communications shall be deemed to have been received:

29.2.1 if delivered personally, at the time of delivery to the address;

29.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting;

29.2.3 if sent by pre-paid registered airmail, at 9.00am on the fifth Working Day after posting; and

29.2.4 if sent by fax, at 9.00am on the next Working Day after transmission provided a transmission report is generated by the sending party's fax machine recording a message from the recipient party's fax machine confirming all pages were successfully transmitted.

29.3 Communications addressed to the Purchaser shall be marked for the attention of the Purchasing Manager.

29.4 This Condition 29 does not apply to the service of any proceedings or other documents in any legal action or any arbitration or other method of dispute resolution.

30 GENERAL

30.1 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the

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parties. The Supplier shall not have, nor represent that it has, any authority to make or enter into any commitments on the Purchaser's behalf or otherwise bind the Purchaser in any way.

- 30.2 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Purchaser's rights or remedies under any other provision of these Conditions (or the exercise thereof).
- 30.3 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "**void provision**") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 30.4 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.
- 30.5 A failure to exercise, or delay in exercising a right, power or remedy provided to the Purchaser by these Conditions or by law does not constitute a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 30.6 Any waiver by the Purchaser of any breach of, or any default under, any provision of the Contract by the Supplier will only be effective if in

writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

- 30.7 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.