



TERMS AND CONDITIONS OF PURCHASE

1.0 Interpretation

1.1. In these Conditions:

- > L3 CTS means, as appropriate the company identified on the face of the Order.
- > “Affiliate Companies” means a company which is a wholly owned subsidiary of L3 Technologies Inc. or a holding company (as defined in section 1159 of the Companies Act 2006 and includes parent and subsidiary undertakings as defined in section 1162 Companies Act 2006), in each case for the time being.
- > Seller means the Seller as defined within Order.
- > Conditions mean these Conditions and any additional Conditions stated within the Order.
- > Order means a L3 CTS Purchase Order or written instruction containing a unique Purchase Order Number incorporating these Conditions.
- > Goods means the Goods (including any part(s) thereof) defined in the Order.
- > Price means the total Price of the Goods and/or the Services as defined within the Order.
- > Services means the Services (if any) described in the Order.
- > Contract means the Order and the Seller’s acceptance of the Order.
- > A “Counterfeit Item” is defined to include, but is not limited to, (i) an item that is an illegal or unauthorized copy or substitute of an OEM item; (ii) an item that does not contain the proper external or internal materials or components required by the OEM or that is not constructed in accordance with OEM specification; (iii) an item or component thereof that is used, refurbished or reclaimed but the Seller represents as being a new item; (iv) an item that has not successfully passed all OEM required testing, verification, screening and quality control but that Seller represents as having met or passed such requirements; or (v) an item with a label or other marking intended, or reasonably likely, to mislead a reasonable person into believing a non-OEM item is a genuine OEM item when it is not;
- > OCM means Original Component Manufacturer.
- > OEM means Original Equipment Manufacturer.
- > Franchised Distributor means a distributor with whom the OCM or OEM has a contractual agreement to buy, stock, re-package, sell and distribute its product lines.
- > Independent Distributor (Broker) means a non-franchised distributor that purchases parts with the intention to resell them.

1.2. In these Conditions, reference to any statute or a provision of a statute shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, re-enacted, extended or replaced.

1.3. In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4. In these Conditions the headings will not affect their interpretation.

2.0 Basis of Purchase

2.1. The Conditions are the only Conditions upon which L3 CTS is prepared to deal with the Seller and they shall govern the Contract to the entire exclusion of all other Terms or Conditions.

2.2. This Order constitutes an offer by L3 CTS to purchase the Goods or Services subject to the Conditions. No Order shall be accepted until the Seller accepts the offer, either expressly, by signing and returning the acknowledgement to L3 CTS, or impliedly, by commencing work as described in the Order.

2.3. No Terms or Conditions endorsed upon, delivered with or contained in the Seller’s quotation, acknowledgement or acceptance of Order, specification or similar document will form part of the Contract and the Seller waives any right which it otherwise might have to rely on such Terms and Conditions.

2.4. The Conditions apply to all L3 CTS purchases and any variation to the Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of L3 CTS.

2.5. Certificates of origin (for Goods supplied) will be provided to L3 CTS by the Seller without charge upon request by L3 CTS.

3.0 Specification and Statutory Requirements

3.1. The Goods shall be of the best available design, of the best quality, material and workmanship, be without fault and conform in all respects with the Order, statement of work and specification and/or patterns supplied or advised by L3 CTS to the Seller. L3 CTS’s rights under the Conditions are in addition to the statutory Conditions implied in favour of L3 CTS by the Sale of Goods Act 1979.

3.2. Prior to and following the delivery or performance of all such Goods or Services to be supplied by the Seller, Seller’s shall provide to L3 CTS such information as L3 CTS reasonably requires to enable compliance with the Health and Safety at Work Act 1974, and other relevant statutory provisions. In particular notice of potential hazards and safety precautions shall be provided to L3 CTS by the Seller in writing.

4.0 Price and Payment

4.1. The Price shall be exclusive of any applicable value added tax (VAT) which shall be payable by L3 CTS subject to receipt of a valid VAT invoice (VAT shall be at the prevailing rate); but inclusive of all other charges.

4.2. No variation in the Price or extra charges will be accepted by L3 CTS.

4.3. Payment by L3 CTS for the Goods will become due as per the payment terms specified in the Purchase Order, subject to acceptance of the Goods and receipt of a valid invoice and receipt of all supporting documentation for the product or services, but time shall not be of the essence of the Contract.

4.3.1. Payment by L3 CTS for the Goods shall not be deemed to constitute admission by L3 CTS that the Seller has fulfilled its obligations under the terms of this order.

4.4. Without prejudice to any other right or remedy, L3 CTS reserves the right to set off any amount owing at any time from the Seller to L3 CTS against any amount payable by L3 CTS to the Seller under the Contract.

4.5 The prices established by this contract are firm fixed prices unless otherwise stated in the contract.

5.0 Despatch and Delivery

5.1. Delivery of all Goods and performance of all Services shall be made in accordance with the Incoterm stated within the Order (or, if there is none stated, on a carriage paid basis), during normal business hours (available on request), on the due delivery date specified on the Order and at the address referenced in the Order unless otherwise notified in writing by L3 CTS.

5.1.1. All Goods received by L3 CTS shall be received as unexamined and any statement produced on behalf of the Seller which are signed by L3 CTS as to the completeness or wellbeing of the Goods on delivery shall be of no effect

5.2 Goods will be in appropriate packaged to survive transit to the L3 CTS nominated delivery address and resist pilferage, distortion, corrosion or contamination. The Goods shall be clearly and legibly labelled and addressed. All Goods remain at the Sellers risk until unloaded at L3 CTS nominated delivery address. The Seller will repair or replace any Goods lost in transit, damaged, or destroyed in transit at their sole cost and will do so forthwith on being notified thereof by L3 CTS. Ownership shall pass to L3 CTS on acceptance of delivery.

5.2. L3 CTS shall not be bound to accept any Goods delivered or Services performed in advance of the due delivery date specified within the Order and shall be entitled to refuse receipt of such Goods without any liability to the Seller whatsoever in respect thereof. Without prejudice to the foregoing and in any event, L3 CTS shall not be required to pay invoices for Goods delivered or Services performed by the Seller in advance of the due delivery date any earlier than if those Goods had been delivered or Services completed on the due date.

5.3. Time for delivery will not initially be of the essence but if delivery is more than seven working days late, L3 CTS may, by written notice to the Seller, specify a date for delivery not less than three days from the date of such notice, and in respect of which time will be deemed of the essence.

5.4. If the Goods are not delivered or the Services not performed on the due delivery date or where time becomes of the essence, then, without prejudice to any other rights which it may have, L3 CTS reserves the right to:

- (i) cancel the Contract in whole or in part;
- (ii) refuse to accept any subsequent delivery of the Goods or performance of the Services which the Seller attempts to make;
- (iii) recover from the Seller any expenditure reasonably incurred by L3 CTS in obtaining the Goods or Services in substitution from another Seller; and
- (iv) claim damages for any additional costs, loss or expenses incurred by L3 CTS which are in any way attributable to the Seller's failure to deliver the Goods or complete the Services on the due delivery/completion date.

5.5. Where L3 CTS agrees in writing to accept delivery by instalments the Contract will be construed as a single Contract in respect of each instalment. Nevertheless failure by the Seller to deliver any one instalment shall entitle L3 CTS at its option to treat the whole Contract as repudiated.

5.6. If the Goods are delivered to L3 CTS in excess of the quantities ordered L3 CTS shall not be bound to pay for the excess and any excess will be and will remain at the Seller's risk and will be returnable at the Seller's expense.

6.0 Inspection and Testing

6.1. L3 CTS reserves the right to inspect or test Goods and/or Services at the Seller's premises at any time prior to delivery.

6.2. If the results of such inspection or testing cause L3 CTS to be of the opinion that the Goods and/or services do not conform or are unlikely to conform with the Order or to any statement of work, specifications and/or patterns supplied or advised by L3 CTS to the Seller, L3 CTS shall inform the Seller and the Seller shall immediately take such action as is necessary to ensure conformity and in addition L3 CTS shall have the right to require and witness further testing and inspection.

6.3. Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods or Services and any such inspection or testing shall not diminish or otherwise affect the Seller's obligations under the Contract.

6.4. If any of the Goods or Services fail to comply with the provisions set out in this Condition 6 L3 CTS shall be entitled to avail itself of any one or more remedies listed in Condition 13.

6.5. Following delivery of the Goods and/or completion of the Services, L3 CTS shall carry out inspection and testing thereof within a reasonable time following delivery/completion. In the event that there is any discrepancy between the Goods and/or Services specified in the Order and those Goods delivered/Services provided to L3 CTS, such discrepancy will be notified to Seller in a discrepancy report and L3 CTS shall be entitled to avail itself of any one or more remedies listed in Condition 13. In addition to the foregoing, if, subsequent to any inspection and testing following delivery/completion, any Goods and/or Services are found to contain defects not reasonably apparent at the time of inspection then the provisions of Condition 13 shall also be available to L3 CTS.

7.0 Property Rights, Title and Risk of Loss

7.1. Title and risk of loss to the Goods supplied will pass to L3 CTS on delivery acceptance of the Goods.

7.2. Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by L3 CTS to the Seller or not so supplied but used by the Seller specifically in the manufacture of the Goods and/or performance of the Services

shall at all times be and remain the exclusive property of L3 CTS and shall be marked or otherwise identified as such by the Seller but shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller until returned to L3 CTS at Seller's cost and shall not be disposed of other than in accordance with L3 CTS's written instructions, nor shall such items be used or copied or otherwise reproduced otherwise than as authorised by L3 CTS in writing. Seller shall ensure that L3 CTS's interest in such items is noted on any applicable policy of insurance in accordance with Condition 11.2.

7.3. All materials, equipment, tools, patterns, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data manufactured or supplied by Seller to L3 CTS pursuant to the Order shall vest in L3 CTS and shall be marked or otherwise identified as such by the Seller, notwithstanding L3 CTS permitting retention of such items by Seller. Risk of loss in such items shall remain with Seller during the period of such retention and Seller shall ensure that L3 CTS's interest in such items is noted on any applicable policy of insurance in accordance with Condition 11.2. Upon notification by L3 CTS to Seller, Seller shall forthwith deliver up such items to L3 CTS as L3 CTS shall direct.

8.0 Spares

8.1. The Seller shall supply promptly to L3 CTS at a fair and reasonable Price such spare parts as may be ordered by L3 CTS to maintain and repair the Goods within twenty (20) years from the date of delivery of the Goods. In the event that such spare parts become obsolete or not available, Seller shall advise L3 CTS thereof and promptly propose to L3 CTS alternative replacements.

9.0 Confidentiality

9.1. The Seller shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Seller by L3 CTS or its agents and any other confidential information concerning L3 CTS's business or its products which the Seller may obtain and the Seller shall restrict disclosure of such confidential material to such of its employees, agents or subcontractors as need to know the same for the purpose of discharging the Seller's obligations to L3 CTS pursuant to the Order and shall ensure that such employees, agents or subcontractors are subject to like obligations of confidentiality as bind the Seller.

9.2. The Seller retains no right of entry to L3 CTS property(s), for any reason, without express prior written consent from a duly authorised L3 CTS representative.

10.0 Force Majeure

10.1. Neither party shall be held liable nor deemed to be in default for any failure to fulfil its obligations under the Contract which arise due to circumstances beyond the reasonable control of the party claiming force majeure. If either party is prevented from fulfilling its obligations to the other because of force majeure circumstances then the party so prevented will have the right to seek from the other a reasonable extension of time for the performance of its obligations up to but not exceeding one month whilst force majeure circumstances have that effect. Where no such extension has sought or upon expiry of any extension granted, the other party will have the right to cancel this order. Whereupon there will be no further rights obligations or liabilities on their side others than; (a) L3 CTS obligation to pay for Goods already supplied and (b) the Sellers liabilities arising therefrom.

11.0 Warranties, Liability and Insurance

11.1. The Seller shall keep L3 CTS indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by L3 CTS as a result of or in connection with:

- (i) defective workmanship, quality or materials;
- (ii) an infringement or alleged infringement of any intellectual property rights, patents or registered design trademarks or tradenames caused by the use, manufacture or supply of the Goods or provision of the Services;
- (iii) any claim made against L3 CTS in respect of any liability, loss, damage, injury, cost or expense sustained by L3 CTS's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and/or Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Seller;
- (iv) failure of the Seller to comply with all or any part of Condition 15.

11.2. The Seller shall cause to be maintained policies of adequate public liability insurance and product liability insurance and such other insurances as L3 CTS reasonably considers appropriate and shall produce to L3 CTS upon request copies of such policies and most recent policy premium renewal receipts.

12.0 Termination

12.1. L3 CTS shall be entitled to cancel the Contract in whole or in part at any time and for any reason by giving written notice to the Seller whereupon all work on the Contract shall be discontinued and L3 CTS shall pay to the Seller 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 and shall take full account of the Seller's net savings of costs arising from such cancellation. Upon payment therefore, Seller shall deliver all parts of the Goods which are work in progress or completed but not delivered.

12.2. L3 CTS shall be entitled to terminate the Contract forthwith without liability to the Seller by giving notice to the Seller at any time if:

(i) the Seller commits a breach of any of the Terms and Conditions of the Contract;

(ii) any distress, execution or other process is levied upon any of the assets of the Seller;

(iii) the Seller has a bankruptcy Order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) 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, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in Paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Seller or for the granting of an Administration Order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller;

(iv) the Seller ceases or threatens to cease to carry on its business; or

(v) the financial position of the Seller deteriorates to such an extent that in the reasonable opinion of L3 CTS the capability of the Seller adequately to fulfil its obligations under the Contract has been placed in jeopardy.

12.3. Termination under this Condition shall be without prejudice to the rights of L3 CTS which may have accrued up to the date of termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

13.0 Remedies

13.1. Without prejudice to any other right or remedy which L3 CTS may have, if any Goods or Services are not supplied in accordance with, or the Seller fails to comply with, any of the terms of this Contract L3 CTS shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by L3 CTS:

(i) to rescind the Order;

(ii) to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;

(iii) at L3 CTS's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or Services to supply replacement Goods carriage paid and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

(iv) to refuse to accept any further deliveries of the Goods or Services but without any liability to the Seller;

(v) to carry out or have carried out, at the Seller's expense, any work necessary to make the Goods or Services comply with the Contract; and

(vi) to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

13.2. Seller shall be liable for and save L3 CTS harmless from any loss, damage, or expense whatsoever that L3 CTS may suffer from the breach of any of warranties or failure to meet the required standards.

14.0 Offset Compensation (applicable to foreign supplies with an Order in excess of £10,000)

14.1. The Seller shall provide every assistance to L3 CTS to certify to the benefit of L3 CTS and/or its subsidiaries by the competent authority in the country of the Seller, the eligibility and the valuing of this Contract as a compensation credit and for this validation to be considered validated from the date of this Contract.

15.0 Compliance with Export Controls (applicable to Goods of foreign origin or content)

15.1. The Seller guarantees that the export control classification for the Goods and all parts thereof as stated within the Order is compliant with all applicable export control regulations and that performance of the Seller's obligations under this Contract will not contravene any applicable export control regulations.

15.2. The Seller is responsible for obtaining all and any export licences necessary for the performance of its obligations under this Contract (unless agreed otherwise in writing). If the Goods and/or any of their components are subject to national or international export control regulations, the Seller may request L3 CTS to provide information as may be reasonably required by the Seller in connection with obtaining licences according to the applicable regulations.

15.3. The Seller will provide L3 CTS with all information as reasonably required by L3 CTS to assess the export and re-export restrictions affecting the Goods and/or their components. This should include Country of Origin, Tariff Code, Gross Weight and Certificate of Conformities (CofC). The Seller warrants that all information provided to L3 CTS is true and accurate.

15.4. If Seller is not compliant with any part of this Condition 15, the Seller shall notify L3 CTS immediately by written notice.

16.0 Warranty

16.1. Seller warrants to L3 CTS that all Goods delivered pursuant to this order, unless specifically stated otherwise in this Order, shall:

(i) be new;

(ii) be and only contain materials obtained directly from the OEM or an authorised OCM/OEMs Franchised Distributor or reseller (Note – Independent Distributors (Brokers) shall not be used by Seller without written consent from L3 CTS;

(iii) not be or contain Counterfeit Items;

(iv) contain only authentic, unaltered OEM labels and other markings;

(v) have documentation made available upon request that authenticates traceability to the applicable OEM; and

(vi) be free from defects in workmanship, materials, and design and be in accordance with all the requirements of this Subcontract. Seller further warrants that the performance of work and services shall conform with the requirements of this Subcontract and to high professional standards. These warranties shall survive inspection, test, final acceptance and payment of Goods or Services;

(vi) be fit for purpose and meet the required standard

16.2 The Seller shall promptly replace such suspect/counterfeit parts with parts acceptable to the L3 CTS and the Seller shall be liable for all costs relating to the removal and replacement of said parts as specified in the Subcontract requirements or Distributor's insurance policies. All occurrences of suspect and/or counterfeit parts will be immediately reported to L3 CTS. L3 CTS reserves all contractual rights and remedies to address grievances and detrimental impacts caused by suspect/counterfeit parts."

16.3 Seller warrants that any hardware, software, and firmware Goods delivered under this Order to the extent reasonably possible:

(i) do not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to; (a) damage, destroy, or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; and

(ii) do not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of L3 CTS or (b) may require distribution, copying or modification of any software free of charge;

16.4. The Seller also warrants that for period of twenty-four (24) months from final acceptance by L3 CTS all Goods delivered pursuant to this order shall be free from defects in workmanship, materials, and design and conform to all specifications, drawings and requirements of this Order and be suitable for the purpose intended.

16.5. All Goods are to be verified by the Sellers Quality Assurance department prior to delivery to L3 CTS.

16.6. If Goods are found not to meet the required standard; (i) following delivery and acceptance, or (ii) following being put into full operation, if defects are identified, and are in warranty, L3 CTS reserve the right to reject the Goods back to the Supplier for remedy (see Condition 13).

16.5. Services Warranty

16.5.1. The Seller shall perform its obligations under this Contract, including in relation to the supply of the Services in accordance with:

1. a) all applicable law and regulation applicable to the Services provided;
2. b) good industry practice;
3. c) the required standards
4. d) the Seller's own established procedures and practices for the Services;

16.5.2. The Seller shall provide the Services using reasonable care and skill, and in a professional and workman like manner.

16.5.3. The Seller shall ensure that any documentation provided by the Seller to L3 CTS in relation to the Services are comprehensive, accurate and prepared in accordance with good industry practice

16.6. Except as expressly stated in this Contract, the warranties and conditions defined in this Condition 16 are in addition to any warranties or conditions, whether express, or implied by statute, common law or otherwise, provided by Law.

17.0 Changes

17.1. By written order, L3 CTS may from time to time direct changes for: (i) technical requirements; (ii) shipment or packing methods; (iii) place of delivery, inspection or acceptance; (iv) reasonable adjustments in quantities, delivery schedules or both; (v) amount of L3 CTS-furnished property; (vi) time of performance; (vii) place of performance; and, (viii) Terms and Conditions of this contract required to meet L3 CTS's obligations

17.2. If any such change causes an increase or decrease in the price or in the time required for its performance, Seller shall promptly notify L3 CTS thereof and assert its claim for equitable adjustment within thirty (30) days after the change is ordered, and an equitable adjustment shall be made. However, nothing in this provision shall excuse Seller from proceeding immediately with the directed change(s). Changes shall not be binding upon L3 CTS except when specifically confirmed in a written Subcontract or Change Order. Only the L3 CTS Procurement Representative has authority on behalf of L3 CTS to make changes to this contract.

18.0 Ownership of Ancillary Items

18.1 All tools, drawings and data supplied or paid for by L3 CTS to the Seller for the purpose of this order shall be used by the Seller only in connection with fulfilling this order and must be immediately returned to L3 CTS upon request.

18.2 Seller shall maintain adequate insurance against risk of loss or damage for all L3 CTS assets and Ancillary items held at their premises. Such assets and Ancillary items shall be clearly marked as L3 CTS Property and suitably stored/seggregated.

19.0 Compliance

19.1 Seller shall;

(i) comply with the requirements of the UK Bribery Act 2010 and Foreign Corrupt Practices Act, as amended, (FCPA) (15 U.S.C. §78dd-1, et. seq.), regardless of whether Seller is within the jurisdiction of England and Wales or the United States;

(ii) neither directly nor indirectly, pay, offer, give, or promise to pay or give, any portion of monies or anything of value to a non-U.S. public official or any person in violation of the FCPA and/or in violation of any applicable country laws relating to anti-corruption or anti-bribery; and,

(iii) Seller hereby agrees not to interact with any government official, political party or public international organisation on behalf of L3 CTS without the prior written permission of the L3 CTS's Procurement Representative.

19.2 Seller represents that each chemical substance constituting or contained in products sold or otherwise transferred to L3 CTS hereunder is on the list of chemical substances compiled and published by the Administrator of the Environmental Protection Administration pursuant to the Toxic Substances Control Act (15 U.S.C. Sec. 2601 et seq.) as amended.

20.0 Standards of Business Ethics and Conduct

20.1. L3 CTS will conduct its business fairly, impartially, and in an ethical and proper manner. L3 CTS's expectation is that Seller also will conduct its business fairly, impartially, and in an ethical and proper manner and in doing so Seller will adhere to L3 CTS's published Code of Ethics, which is available at <https://www.l3t.com/suppliers> or if available Seller's version which is consistent with the Terms of L3 CTS's Code of Ethics. Seller shall not engage in any personal, business or investment activity that may be defined as a conflict of interest, whether real or perceived. If Seller has cause to believe that L3 CTS or any employee or agent of L3 CTS has behaved improperly or unethically under this contract, Seller is encouraged to exert reasonable effort to report such behaviour when warranted.

21.0 Release of Information

21.1. Seller shall not publish any information developed under this contract, nor disclose, confirm, or deny any details about the existence or subject matter of

this contract, or use L3 CTS name in connection with Seller's sales promotion or publicity without prior written approval of L3 CTS.

22.0 Order of Precedence

22.1. In the event of a conflict between these Terms and Conditions and other portions of the Contract, the order of precedence shall be: (a) any typed provisions on the face of L3 CTS's Contract specifically modifying the terms of this Contract; (b) these Terms and Conditions; and, (c) any other provisions set forth in the L3 CTS's Contracts including any Terms and Conditions stated or referenced therein.

23.0 Independent Contractor Status

23.1. Seller is, and shall remain, an independent contractor during the performance of this Contract.

24.0 Communication with L3 CTS's Customer

24.1. L3 CTS shall be solely responsible for any and all communication with L3 CTS's customer regarding this or any related Contract. Any L3 CTS Customer or other party contacting the Seller in relation to this order (or any other open order, or order placed with the Seller, at prior any date) will be passed to L3 CTS for direction.

25.0 Conflict of Interest

25.1 It is understood and agreed that the Seller, under the terms of this Contract, or through the performance of this Contract, it is neither obligated nor expected to deliver or provide material or perform work, which will place the Seller in an Organisational Conflict of Interest (OCI), which could serve as a basis for excluding the Seller from supplying products or services to a U.S. Government customer. It will be the Seller's responsibility to identify any situation in which the potential for an OCI exists. Failure to provide such notice will be considered a material breach of this Contract.

26.0 Standards on Slavery and Human Trafficking in the Supply Chain

26.1. Seller – Pursuant to the California Transparency in Supply Chains Act and consistent with L3 CTS commitment to excellence and corporate social responsibility, L3 CTS supports the eradication of human trafficking and slavery in supply chains around the world, including in our own. L3 CTS sets forth the following Standards that its Sellers shall meet in order to do business with L3 CTS:

(i) Seller that provides Goods or services to L3 CTS shall operate in full compliance with the laws of their respective countries and with all other applicable laws, rules and regulations.

(ii) Seller shall employ only workers who meet the applicable minimum legal age requirement for employment in the country or countries in which they are doing business.

(iii) Seller shall not employ any prison, indentured or forced labour.

(iv) Seller shall comply with all applicable laws, regulations and industry standards on working hours and working Conditions.

(v) Seller shall certify that materials incorporated into Goods or Services provided to L3 CTS comply with the laws regarding slavery and human trafficking of the country or countries in which Seller is doing business.

26.2. If L3 CTS determines that Seller has violated these Standards, L3 CTS may, in its discretion, either terminate this Contract and/or require the Seller to implement a corrective action plan as a condition of future business.

27.0 Conflict Minerals

27.1. By accepting these Terms and Conditions, Seller agrees to timely respond, to the best of its knowledge and belief following a reasonable country of origin due diligence inquiry in accordance with the OCED framework or other prevailing industry standard, to any request by, or on behalf of, L3 CTS, for information on the origin, source and chain of custody information of 3TG (tin, tantalum, tungsten, and gold) minerals necessary to the functionality or production of a product manufactured by the Seller or supplied by the Seller to L3 CTS. In addition, the Seller understands and acknowledges that any information provided in this regard may be used by L3 CTS to comply with its reporting obligations under the Dodd-Frank Wall Street Reform and Consumer Protection Act, including filing a Form SD and Conflict Mineral Report with the U.S. Securities and Exchange Commission.

28.0 Liens

28.1. Seller shall keep its work and all Goods supplied by it hereunder and L3 CTS premises free and clear of all liens and encumbrances, including mechanic's liens, in any way arising from performance of this Contract by Seller or by any of its vendors or contractors. Seller may be required by L3 CTS to provide a satisfactory release of liens as a condition of final payment.

29.0 Survivability

29.1. All of the provisions of this Contract shall survive the termination (whether for convenience or default), suspension or completion of this Contract unless they are clearly intended to apply only during the term of this Contract.

30.0 Assignment and Subcontracting

30.1. Neither this Agreement nor any interest herein nor claim hereunder may be transferred, novated, assigned or delegated by Seller; nor may all or substantially all of this Agreement be further subcontracted by the Seller without the prior written consent of L3 CTS. Lack of consent shall not be deemed as a waiver or otherwise relieve Seller of its obligations to comply fully with the requirements hereof.

(i) Notwithstanding the above, Seller may, without L3 CTS consent, assign moneys due or to become due hereunder provided L3 CTS continues to have the right to exercise any and all of its rights hereunder, settle any and all claims arising out of, and enter into amendments to the Agreement without notice to or consent of the assignee. L3 CTS shall be given prompt notice of any assignment. Amounts so assigned shall continue to be subject to any of L3 CTS's rights to set-off or recoupment under this Subcontract or at law.

(ii) L3 CTS may assign this Agreement to any successor in interest

31.0 General

31.1. The Contract is personal to the Seller and the Seller shall not assign or transfer or contract or purport to assign or transfer or contract the Contract or any part thereof without the prior written consent of L3 CTS.

31.2. In any event, and notwithstanding anything to the contrary herein, nothing in this Contract is intended to, or shall, confer any benefit on any third party (whether referred to herein by name, class, description or otherwise) or shall confer any right of any third party to enforce a term contained in this Order except as set out in 31.8. below.

31.3. Each right or remedy of L3 CTS under the Contract is without prejudice to any other right or remedy of L3 CTS whether under the Contract or not.

31.4. Failure or delay by L3 CTS in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

31.5. No waiver by L3 CTS of any breach of or any default under any provisions of the Contract by the Seller shall be considered as a waiver of any subsequent breach or default of the same or any other provision and will in no way affect the other terms of the Contract.

31.6. If any provision of the Contract is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable, in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.

31.7. The Contract shall in all respects be governed by and construed in accordance with the Laws of London, England. In the event of any dispute arising in connection with this agreement the parties undertake to make every effort to reach an amicable settlement. Failing such a settlement the dispute shall be finally settled under the rules of conciliation and arbitration of the international chamber of commerce by three (3) arbitrators appointed in accordance with the said rules. The arbitration shall be held in London, England.

31.8. Any Affiliate Company of L3 CTS may request in writing the provision of any or all of the Services available from Seller from time to time in the same manner as set out within these Terms and the Seller shall accept the Order in accordance with these Terms and Conditions. Any employee, contractor, agent, or other affiliated party of L3 CTS or its Affiliate Companies may enforce the terms and obligations of this Order in accordance with the Terms and Conditions.

32.0 Data Protection

32.1. For the purposes of this clause 1 the following phrases shall be interpreted as:

(i) "Data Laws" shall mean the Data Protection Act 1998, if applicable, the General Data Protection Regulation, and/or any other data protection legislation which may govern either Party's personal data and any amendment, replacement or re-enactment thereof, and any statutes or regulations made thereunder.

(ii) "Data Subject" shall mean an identified or identifiable natural person.

(iii) "Personal Data" shall mean any information relating to a Data Subject received by one party (the Recipient) from or on behalf of the other party (the Discloser) in connection with the performance of the Recipient's obligations under this agreement.

32.2 The Parties acknowledge that in the course of carrying out their obligations in respect of this Agreement they may collect certain Personal Data which is protected by the Data Laws.

32.3 Both Parties shall undertake to only use or store such Personal Data in compliance with its obligations under this Agreement and in accordance with the Data Laws.

32.4 The Parties warrant and represent that:

(i) they shall comply with all Data Laws in connection with the exercise and performance of its rights and obligations under this Agreement;

(ii) it has implemented technical and organisational measures that meet the requirements of the Data Laws.

32.5 In the event that either Party receives a Subject Access Request, as defined in the Data Laws, it shall notify the other Party without undue delay and said other Party shall provide such reasonable assistance to the receiving Party as it may reasonably require to ensure its compliance with the receiving Party's obligations under the Data Laws.

32.6 The Buyer shall fully indemnify, defend, and hold harmless, the Seller and its affiliates, directors, officers, employees, agents, and representatives from and against any and all claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, awards, costs and expenses (including, without limitation, reasonable attorneys' fees and costs and any costs or expenses incurred to support Subject Access Requests), whether or not involving a third-party claim, which arise out of, relate to, or result from the violation or breach of any of your covenant, representation, warrant, provision or other obligation or duty under this clause 1 or under applicable law, including but not limited to the unlawful or improper processing of the personal data.