

## General Terms and Conditions of Purchase

Ref. [SC-REQ-226](#)

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## 2. Scope

These General Terms and Conditions of Purchase (hereinafter the “**Conditions**”) and govern, to the exclusion of all other terms and conditions, all Purchase Orders issued by Acro Aircraft Seating Ltd (“**Acro**”).

## 3. Applicability

- a. These Conditions shall apply to all Suppliers and potential Suppliers of Goods and/or Services to Acro.
- b. Except only where expressly agreed otherwise by Us in writing, every purchase shall be subject to these Conditions by commencing work on this Purchase Order, You will be deemed to have accepted these Conditions which shall be deemed to supersede all prior representations, understandings, arrangements and agreements between the parties and save where the parties agree otherwise (by agreement of a separate contract) shall also be deemed to set forth the entire agreement between the parties in relation to the subject matter hereof.
- c. Reference to the singular includes a reference to the plural and vice versa.

## 4. Definitions

“**Clause**” is a reference to a clause in these Conditions.

“**Concession**” approval for deviation from the released drawing but restricted to a production lot or batch quantity only.

“**Certificate of Conformity**” is defined in Clause 20.

“**Confidential Information**” is defined in Clause 31.

“**Drawing**” means engineering drawings uniquely identified by a combination of Drawing and issue numbers marked on the Drawing supplied by Us and referenced on the Purchase Order.

“**Goods**” means any goods to be provided under the Purchase Order.

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

“**Production Permit**” means approval for the Supplier to effect changes to a manufactured product, by using an approved deviation from the latest released drawing. This remains in force until the revised drawing is released, the Production Permit will then cease to be in effect.

“**Purchase Order**” means Our purchase order in respect of any Goods and/or Services or any part of them.

“**Services**” means any services to be provided under the Order.

“**We**”, “**Our**”, “**Ourselves**” and “**Acro**” means Acro Aircraft Seating Limited.

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“**Warranty Period**” means the period stipulated by Us beginning after the Goods have been received or the Services have been performed under a Purchase Order.

“**Working Day**” means any calendar day excluding weekends (Saturday and Sunday) and public holidays in the United Kingdom.

“**You**”, “**Your**”, “**Yourself**” and the “**Supplier**” mean any person, organisation or corporate entity which commences work pursuant to a valid Purchase Order.

## 5. Purchase Order & Authorisations

- a. We shall not accept any liability for any Goods delivered or Services provided without a valid Purchase Order issued by one of Our duly authorised representatives and quoting a valid Purchase Order number.
- b. No Purchase Order shall be recognised by Us unless it is in the official Acro Purchase Order format.
- c. You shall acknowledge Our Purchase Order within two (2) Working Days of issuance.
- d. Failure by You to respond and acknowledge the Purchase Order pursuant to Clause 5.c., shall be deemed to constitute acceptance by You of the Purchase Order.
- e. Failure by You to provide any delivery dates for the Goods and/or Services shall be deemed to constitute acceptance by You to the delivery dates stipulated within the Purchase Order.
- f. You shall flow down all requirements defined and included within the Purchase Order to Your sub-tier suppliers.
- g. At Our request, You shall use Our customer-designated or approved external providers (sub-tier suppliers), including process sources (e.g. special processes).

## 6. Packaging

- a. All Goods shall be correctly packaged to prevent damage, deterioration, corrosion and other risks during transportation and storage.
- b. You are responsible for the packaging of the Goods in a manner that is deemed suitable for damage free transit at no additional cost to Us unless otherwise specified in the Purchase Order.
- c. You are encouraged to consider the use of environmentally, economically viable and re-usable packaging that is in no way detrimental to the integrity of the products supplied.
- d. It is Your responsibility to collect returnable packaging.

## 7. Delivery

- a. Time for the delivery of the Goods and/or performance of the Services shall be of the essence.
- b. You shall make delivery On Time and In Full (OTIF) against the delivery dates stipulated within the Purchase Order.
- c. The acceptable OTIF window will be zero (0) Working Days late and no more than five (5) Working Days early unless otherwise agreed. Suppliers OTIF performance will be measured monthly using this base as a method of calculation.
- d. Where the Goods are ordered in bulk based on a unit of measurement such as weight, length etc., the acceptable delivery tolerance shall be minus 5% to plus 5% (-/+ 5%) of the ordered volume. Deliveries that fall below ninety five percent (95%) of the ordered volume shall be deemed to be incomplete. You shall not be entitled to invoice for any delivered volume in excess of one hundred and five percent (105%) of the ordered volume.
- e. Unless otherwise specified by Us on the Purchase Order, delivery of the Goods shall be affected by You at Your own risk and expense (including the risk of deterioration in the Goods necessarily incident to the course of transit) DDP Delivered Duty Paid (Incoterms 2020) at the place specified on the Purchase Order.
- f. In the event of the Goods not being made available on the delivery date(s) specified in the Purchase Order, You are required to notify Us of any delay(s) to the previously agreed delivery date(s) including the reasons for the delay and mitigating actions to ensure prompt delivery, not less than two (2) working days prior to the actual date.
- g. Our standard business hours are Monday to Thursday 7:30am to 4:00pm and Friday 7:30am to 13:00pm with the last acceptable delivery to Our Goods Receiving of 3.45pm (all times are UK times), unless otherwise agreed in writing. The Company retains all rights to turn away deliveries that do not have

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- prior approval to deviate from the abovementioned timings. The Company shall not be liable for any costs, fees, charges or expenses arising from any delivery being turned away pursuant to this Clause.
- h. If the Goods are not delivered on the delivery date specified on the Purchase Order, then, without limiting any other right or remedy We may have, We may:
    - i. refuse to take any subsequent attempted delivery of the Goods;
    - ii. terminate the Purchase Order with immediate effect;
    - iii. obtain substitute goods from another supplier and recover from You any costs and expenses reasonably incurred by Us in obtaining such substitute goods; and
    - iv. claim damages for any other costs, expenses or losses resulting from Your failure to deliver the Goods on the specified delivery date.
  - i. We reserve all rights to cancel the Purchase Order.

### 8. Inspection and Testing

- a. Prior to delivery of any Goods to be provided under the Purchase Order, You shall inspect and test the Goods and in assessing their fitness for use, We shall be deemed to rely on Your skill and judgement, save where the Goods are manufactured to Our Drawings.
- b. You shall, supply certified copies of records of such inspection and tests free of charge. You will grant to Us or Our nominated representatives a right of access at all reasonable times for the purpose of auditing, approvals, checking progress and carrying out or witnessing tests and/or inspection procedures. Such tests and inspection as We may carry out shall not in any way diminish, affect, or impair Your obligations. At Our request, You will provide test samples for design approval, inspection / verification, or auditing.
- c. At Our request, You will provide instructions for product acceptance and information on statistical techniques used during the process for Our acceptance.

### 9. Rejection of Goods or Services

- a. Notwithstanding that title to the Goods may have already passed, if the Goods or Services do not comply with the Purchase Order or any of these Conditions are broken or not complied with by You or it is clear that You will be unable to perform Your part of the Purchase Order, We shall be entitled to reject the Goods or Services and/or rescind the Purchase Order (in full or in part) by giving written notice to You and the following provisions shall where appropriate apply:
  - i. A Non-Conformance Report (NCR) will be provided by Us, You are required to arrange for the prompt collection of the rejected Goods within five (5) Working Days of notification.
  - ii. Failure to abide by this requirement may result in the return of the rejected Goods at Your risk and expense. We will recharge the cost of any delivery arranged by Us at cost plus fifteen percent (+ 15%) for handling and administration.
  - iii. We may, at Our discretion, require You either to replace or rectify the Goods or re-perform the Services to Our satisfaction and at Your expense.
  - iv. You will issue Us with a credit note promptly for any money paid by Us in respect of rejected Goods or Services.
  - v. We reserve all rights to claim damages from You for any other costs, expenses or losses resulting from Your delivery of Goods that do not conform with the terms of the Purchase Order or these Conditions.

### 10. Deterioration of Goods

If the Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to You which would adversely affect the lifespan of the Goods, You are required to provide all such necessary technical data and appropriate information in writing prior to and at the point of delivery of the Goods.

### 11. Payment

- a. Unless otherwise agreed, You shall submit an invoice for Goods supplied or Services provided pursuant to the Purchase Order on the date of Goods delivery or Services performance (as the case may be). In the case of delivery by instalments, You shall submit an invoice for the delivered amount of Goods only.

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- b. Unless otherwise agreed, payment for Goods or Services provided pursuant to the Purchase Order shall be made within sixty (60) days (net) of the invoice date, providing that the invoice has been submitted to the accounts payable function at the address stated at the top of the Purchase Order or via email to [accounts@acro.aero](mailto:accounts@acro.aero) together with all supporting information required by Us to support each respective invoice.
- c. You are required to provide a unique invoice for each and every Purchase Order unless otherwise agreed in writing. A consolidated invoice linked to multiple Purchase Orders will be rejected and not processed.
- d. Any invoice submitted without a valid Purchase Order number, poorly constructed, vague, incomplete or for additional Goods and/or Services above the value of the original Purchase Order and/or for Goods and/or Services not covered by the Purchase Order, will be rejected and not processed.
- e. Notwithstanding the above, any disagreement or discrepancy in respect of an invoice not matching the original Purchase Order shall delay payment of the invoice (in full or in part) until the issue is resolved.

## 12. Passing of Title and Risk

- a. Risk in the goods shall pass upon the successful acceptance of the delivery or (in the case of delivery by instalments) on the accepted delivery of each instalment.
- b. Title to the Goods shall pass to Acro upon payment. We may resell or use the Goods in the ordinary course of Our business (but not otherwise) before You receive payment for the Goods. However, if We resell the Goods before that time:
  - i. We do so as principal and not as Your agent; and
  - ii. title to the Goods shall pass from You to Us immediately before the time at which resale by Us occurs.

## 13. Tooling

- a. All tools, jigs, dies, fixtures, moulds, patterns, plant, or other equipment (hereinafter called “**Tooling**”) supplied or paid for in full by the terms of a Purchase Order, will remain the property of Acro.
- b. All tooling shall be maintained and kept in good repair and replaced when necessary, by You at Your cost and shall not be used by You other than for Our benefit, without Our prior written consent.
- c. You undertake not to sell or dispose of or agree to dispose of any of Our tooling or create or allow to be created by lien charge or other encumbrances over such tooling.
- d. You are obligated to maintain a list of assets owned by Us and under Your control. From time to time, We will request a confirmation of assets under Your control including serviceability and general condition.

## 14. Warranty Period

- a. If within the Warranty Period any defect in the provision of Goods or Services shall be discovered or arise under normal use attributable to faulty design (save where the Goods are manufactured to Our Drawings), materials or workmanship, You shall remedy the defect either by replacement or repair of the Goods and/or re-provision of the Services at Your own expense. You shall not reject any claim made in respect of any defect arising within the Warranty Period on the basis that We failed to make the complaint during such period.
- b. The provisions of this Clause shall apply to any Goods and/or Services replaced, repaired, or re-provided pursuant to Clause 14.a. and shall be effective from the date of such re-provision, replacement, or repair.
- c. Notwithstanding the above, the replacement, repair or re-provision of Goods or Services in the Warranty Period shall not prejudice any of Our rights against You resulting from such defects, faulty design, materials or workmanship in the Goods or Services.

## 15. Part Marking, Inspection and Delivery Documentation

- a. All Goods shall be indelibly marked or bagged and labelled as agreed with Us in writing with the part number, batch number, serial number (if applicable) and issue number of the relevant Drawing (as set out on the Purchase Order) and Your manufacturing batch number.

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- b. You shall maintain a record of the appropriate inspection of the Goods, to verify adherence with the Purchase Order and associated Drawings. A Certificate of Conformity is required to be issued with each delivery.
- c. You shall provide a printed delivery note clearly stating Our Purchase Order number and special processes applied to the product, You will also include a Certificate of Conformity with any Goods delivered.
- d. Where applicable, You will provide an authorised UK CAA Form 1, EASA Form 1 or FAA 8130 release certificate as stipulated under Your approval.
- e. In Accordance with AS9102, A FAIR First Article Inspection Report is required for each new part produced, change of process or machinery and location of production. Each First Article will be submitted with the supporting report and a Certificate of Conformity. A re-issue of the First Article will be required for all series production parts that have not been manufactured for two (2) years following the date of the last manufacture.
- f. A copy of First Article Inspection Reports (FAIR) must accompany the physical product with a copy emailed to the [gainspector@acro.aero](mailto:gainspector@acro.aero) address. Goods delivered to Us missing any appropriate delivery documentation, Certificate of Conformity or FAIR, will be quarantined.

## 16. Record Keeping and Right of Audit

You shall for a period of seven (7) years from the date of delivery to Us:

- a. Keep and maintain (and back up in the case of computer records) adequate records so as to be reasonably protected from fire, smoke, or water damage to facilitate the traceability of each delivery of Goods from its delivery note number, to its Certificate of Conformity, to the manufacturing batch and associated inspection records and to the raw material certificates, delivery notes and identities of Your sub-tier supplier of such raw materials. Upon expiry of 7-year term You shall offer Us the opportunity to collect such records from You prior to their destruction.
- b. Agree to provide full details of such records to Us within five (5) Working Days of receipt of written notice or in exceptional cases relating to an airworthiness investigation within one (1) Working Day.
- c. We reserve all rights to audit, investigate and evaluate Our supply chain including (but not limited to) checking compliance with statutory law, regulations, Our requirements (including these Conditions) and any other aspect.
- d. You agree to allow and to cooperate with Our reasonable requests to audit Your manufacturing and record keeping, up to and including site visits with proper airworthiness authorities and/or Our customers for the conduct of quality audits to review the manufacturing and record keeping systems or to verify the methods of manufacture or process, inspection, and final release, and to obtain similar rights of access to any sub-contractors or their sub-contractors approved pursuant to Clause 27.

## 17. Airworthiness Authorities

Clauses 15 and 16 apply only to Goods intended by Us for use in the production of approved products under the scope of Our UK Civil Aviation Authority ("UK CAA") Part 21 Production Organisation Approval ("POA"). Such items are identified on Our Purchase Order either by the inclusion of Our part number (which follow the format XXXXX-XX-XX or XXXXX-X or similar where the character "X" is a number) or by the words "for POA use".

## 18. Changes to Process

- a. You will not change the manufacturing process, manufacturing location, Suppliers/sub-contractors, raw materials, or proportions of raw materials used in the Goods delivered to Us under the Purchase Order.
- b. You are required to make Your request in writing with the details of the proposed changes at least ninety (90) Working Days before its' implementation.
- c. No changes will be accepted unless agreed in writing by Us.
- d. We retain all rights to re-qualify any parts due to any above-mentioned change or failure to notify Us in the event of a change.
- e. You will be liable for all losses and damages that We may suffer if You do not comply with the requirements of this Clause.

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- f. At Our request, You will provide samples of the Goods produced incorporating the proposed change to evaluate and test in Our manufacturing process.

### 19. On-going Failure Reporting

You will inform Us immediately upon discovery of any failure, malfunction or defect in any raw material used in production, product, part, process, or article produced and already delivered to Us and any occurrences of counterfeit or suspected counterfeit parts used.

### 20. Certificate of Conformity

The Certificate of Conformity referred to in these Conditions shall include as a minimum:

Date	Date the certificate is created
Purchase Order No	Our PO number
Delivery No	A number uniquely identifying the C of C and cross referring to the relevant delivery note
Description	Description of the part
Part No	Part Number as set out on Our Drawings and referenced on Our PO
Issue:	Drawing Issue number as set out in Our Drawing and referenced on Our PO
Batch No or Date of Manf.	Your internal manufacturing batch number or date of manufacture
Produced by	The full name of Your legal entity

And a signed statement including the name of the authorised individual who is signing, substantially similar to:

“I certify for and on behalf of [*insert name of Your legal entity*] that the above articles have been manufactured and inspected in accordance with Our quality assurance procedures; and that the materials, processing, production, part marking, control and inspection of the above articles conform in all respects to the relevant drawings.”

Where any special conditions of purchase applicable to this order are in conflict with these general terms and conditions, the special conditions shall prevail.

### 21. Counterfeit Parts Prevention

- You shall prevent the purchase of counterfeit parts and parts from unapproved sources. You shall prevent the delivery of counterfeit parts and control parts identified as counterfeit or suspected to be counterfeit. Further guidance can be found in SAE AS5553.
- You shall notify Us of any suspected components used in Our designs immediately upon discovery, irrespective of whether parts are suspected to be delivered to Us or not.
- All occurrences shall be investigated, documented, and reported as appropriate, to Us, to Your supply chain, government reporting organizations (e.g., GIDEP, FAA, CAA), industry supported reporting programs (e.g., ERAI), and criminal investigative or law enforcement authorities.
- Confirmed Counterfeit Parts shall not be reintroduced into the supply chain, restocked nor returned to the manufacturer in a stock rotation.
- You shall flow down requirements regarding prevention of counterfeit parts to Your sub-tier suppliers.
- You shall assure traceability of parts and components and retain the documented information necessary to enable traceability.

### 22. Quality Management System

- Unless otherwise agreed in writing by Us, You should establish a documented Quality Management System (QMS) according to ISO 9001 or AS 9100 (in accordance to Supplier Quality Manual QA-MAN-422).
- Your QMS should be independently assessed and certified by an accredited certification body and You shall work only within the scope of Your approval.
- You shall inform Us of any changes to third party approvals including lapse or withdrawal.
- You shall ensure that all persons, performing work affecting conformity to product and working under Your control have sufficient competencies to fulfil the work at required quality and are aware of their



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contribution to product or service conformity, their contribution to product safety and the importance of ethical behaviour.

### 23. Welding

Unless otherwise noted on the Purchase Order or where Our Drawings or specifications call for welding, You will be required to comply with the relevant standards and shall arrange for a suitable UKAS approved test house or equivalent approval local to Your company to prepare a report on the samples for tensile test, bending test and visual/microscopic examination.

### 24. Intellectual Property Rights

- a. You acknowledge and agree that all of Our Intellectual Property Rights that existed at the time of Purchase Order issuance are owned by (or licensed to) Us and shall continue to be owned by (or licensed to) Us.
- b. Any and all Intellectual Property Rights arising as a result of or in connection with the Purchase Order shall be Our exclusive property. Upon Our request, You shall make all data, information and documentation regarding such Intellectual Property available to Us within ten (10) Working Days of Our request.
- c. Nothing in this Clause 24 or otherwise shall prevent You from using techniques, ideas and know-how gained during the performance of any Purchase Order in the furtherance of Your normal business (including for the benefit of Your existing and future customers) provided such use does not involve the use of any Intellectual Property Rights or of any Confidential Information belonging to Us.
- d. You acknowledge that Our Intellectual Property Rights are licensed to You on the basis of a personal, non-transferable, and non-sub-licensable licence for You to use solely for the purposes and to the extent necessary for the purposes of performance of the Purchase Order and that such licence is terminable at will by Us at any time.
- e. You are not permitted to make any copy of any Drawings, documentation etc. detailing Intellectual Property Rights that are owned by (or licensed to) Us without Our prior written consent.

### 25. Obsolescence Management

- a. You shall proactively monitor all parts, components and materials used in the production of the Goods for impending obsolescence issues due to any element having been or due to be taken out of production or the use of which has been announced as being or to be restricted/forbidden by a regulatory agency.
- b. You shall agree to provide Us with immediate notice of any potential obsolescence issue known to You. Such notice shall include the reason for obsolescence, estimated obsolescence date, any proposed alternatives and a last-time buy opportunity at the then current pricing. Such notice shall be provided to Us at least six (6) months prior to the anticipated obsolescence date.
- c. In addition to the foregoing You shall provide Us with a replacement article which has design parameters and specification documentation that is fully consistent with the obsolete item within twelve (12) months prior to ending Your production of the Goods.

### 26. Warranties and Undertakings

- a. You will warrant, represent, and undertake that the Goods:
  - i. shall be free from defects in material and workmanship;
  - ii. conform to the applicable drawings (whether or not such drawings are Drawings as the term is defined herein), designs, samples and specifications;
  - iii. meet all functional performance requirements;
  - iv. meet all of the requirements made known to You by Us;
  - v. be free from design defects;
  - vi. are new and not used or reconditioned;
  - vii. merchantable; and
  - viii. suitable for the particular purpose or use for which We purchased them.
- b. You further warrant that You:
  - i. have good title to all Goods sold to Us under any Purchase Order, free and clear of all liens, charges, encumbrances, claims or other restrictions or limitations whatsoever; and
  - ii. when performing Your obligations under these Conditions and all Purchase Orders You shall comply with all applicable laws, statutes, regulations from time to time in force.

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- c. The warranties provided in these Conditions shall survive any inspection, delivery, acceptance or payment by Us for the Goods.
- d. You will not make any changes to Our Drawings or specifications, unless such changes are formally requested in writing by Us and the issue of a Concession or Production Permit, accompanied by a Purchase Order amendment or revision.
- e. You shall not substitute materials, parts, or assemblies of any kind (including use of “equivalent” materials) unless requested in writing by Us and accompanied by a purchase order amendment, revision or change order.
- f. You shall not change any aspect or element of Goods supplied according to Your design without prior written notice and acceptance by Us.
- g. You shall maintain a quality programme that allows for detection and prevention of non-conformance and provides for the correction of same in a reasonable and timely manner. Such quality programme shall include oversight of the quality of all sub-tier suppliers in Your supply chain as well as Your own operations.
- h. You shall not ship or make any unauthorised repairs to the Goods with the intent of delivering material that does not fully meet Purchase Order or product specification requirements. You shall notify Us immediately if any aspect of the Goods or their constituent parts or materials render the Goods non-conformant to this order, including the warranty terms stated above. In such an event You shall promptly make arrangements with Us to review any non-conforming Goods, parts, components, or materials. Any such review shall take place entirely at Our discretion and at a location to be agreed.
- i. You shall ensure that We are provided with all required facilities and access to assess any non-conforming Goods, and that adequate processes and controls are in place at all times to establish and rectify the root cause of any non-conformance that occurs.
- j. Shipping of non-conforming material may void the Purchase Order and We shall have no obligation to You arising from the voided Purchase Order.
- k. You shall flow-down to Your supply chain, all applicable requirements including customer requirements as stipulated in the Purchase Order.
- l. We reserve all rights arising from any failure pursuant to this Clause including (but not limited to) disqualifying You from Our approved vendors list.

## 27. Assignment and Sub-contracting

- a. You shall not without Our prior written consent, assign, transfer, or sub-contract the Purchase Order or part of the Purchase Order (including plating/finishing) to any third party.
- b. Where You use sub-contractors, You must first seek Our consent in writing, notwithstanding Our consent You are responsible for assessing their competence and for ensuring continued adherence to Your quality standards and relevant specifications.
- c. You are responsible for the timely and effective flow down of any relevant notices, changes or variations to Our Purchase Order or these Conditions to any sub-contractors.

## 28. Insurance and Indemnity

- a. You shall hold, maintain and on request provide evidence of insurance being in force to cover the full value of any Goods, tools, materials, or other property provided by or through Us to You in connection with the Purchase Order, whilst they are in Your possession and/or control.
- b. You shall ensure that You and any permitted subcontractors also maintain adequate insurance having regard to the obligations and liabilities under these Conditions or any purchase Order and You shall
  - i. do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under it; and
  - ii. notify the us if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.
  - iii. Your liabilities under these Conditions shall not be deemed to be released or limited by the taking out the insurance policies referred to in Clause 28.a.
  - iv. You shall hold any insurance monies payable under this Clause in trust for Us.
- c. You shall indemnify Us against all damages, liabilities, penalties, claims, losses, demands, costs (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Us arising out of or in connection with:

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- i. supply of the Goods and/or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by You, Your employees, agents or permitted subcontractors;
- ii. any claim made against Us by a third party for death, personal injury or damage to property arising out of, or in connection with, defective Goods, to the extent that the defect in the Goods is attributable to Your acts or omissions, Your employees, agents or permitted subcontractors; and
- iii. any claim that the use of the Goods or Services infringe the Intellectual Property Rights of a third party.

## 29. Statutory Rights

- a. It is a condition of this Purchase Order that the provision of Goods and/or Services under this Purchase Order comply with and will continue to comply with, the provisions and requirements applicable to the design, manufacture, supply and use of the Goods and the provision of Services hereunder (whether expressly or by implication) of any statute, statutory rule, order, directive, or regulation in force at the time of delivery.
- b. The Goods and all supporting documentation and/or the provision of Services shall conform with all descriptions (within the meaning of the Trade Descriptions Acts 1968 and 1972 or any statutory modification or re-enactment thereof) applied thereto by You.
- c. Save where the Goods have been manufactured to Our Drawings, You will supply (no later than the date of delivery or installation of the Goods) as appropriate: operator's manuals, instruction manuals, lists of recommended spares and other supporting documentation in relation to the Goods, together with adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that, when put to that use, the Goods will be safe and without risks to health.

## 30. Termination of Order

- a. Without prejudice to any other rights, We reserve all rights to terminate the Purchase Order (in full or in part):
  - i. In the event of breach or non-observance of these provisions by You;
  - ii. By giving You notice in writing where upon all work on the Purchase Order relevant to the termination instruction given shall be discontinued.
- b. In the event of termination, We shall pay a fair and reasonable price for all work in progress at the time of termination and You shall afford Us every assistance to ascertain the extent of such work in progress and You shall submit a claim within 1 month (30 calendar days) of such termination after which time claims will only be met at Our sole discretion.
- c. After termination occurs You shall do everything reasonably possible to mitigate any further expenditure pursuant to the terminated Purchase Order without approval from Us.
- d. In the event of termination for any reason whatsoever We shall not be liable for loss of or anticipated loss of profits or any indirect or consequential loss whatsoever.

## 31. Confidentiality

- a. Subject to Clause 31.b., each party agrees to hold in confidence any information that it acquires directly or indirectly from the other party (or the affiliates of the other party) ("**Confidential Information**") and agrees:
  - i. to protect the Confidential Information with the same degree of care used to protect its own Confidential Information (which will never be less than a reasonable degree of care);
  - ii. not to use the Confidential Information other than for the purposes of the Purchase Order;
  - iii. not to disclose the Confidential Information at any time or to any third party without the written approval of the other party; and
  - iv. not to remove, alter or deface any proprietary, confidentiality or security designations denoted on the Confidential Information.
- b. The provisions of Clause 31.a.:
  - i. do not apply to Confidential Information which is:
    - a. already in the public domain;
    - b. received from a third party who is without an obligation of non-disclosure;

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- c. subject to compliance with Clause 31.d. below, required to be produced by a legitimate legal authority; or
    - d. already known by the receiving party at the time of receipt;
  - ii. will not prevent either party from disclosing these Conditions, the Purchase Order and financial information concerning the business between the parties to appointed auditors, legal advisers, insurers and accountants;
  - iii. will not prevent either party from disclosing Confidential Information to permitted subcontractors and suppliers solely to the extent necessary for the purposes of supplying the Goods and/or providing the Services; and
  - iv. will not prevent Us from disclosing Confidential Information to Our affiliates.
- c. Each party will be responsible for the observance of the provisions of this Clause by its employees or any other third parties to whom Confidential Information is disclosed in accordance with this Clause.
- d. If the party receiving the Confidential Information (the **"Receiving Party"**) believes it is required by law to disclose any Confidential Information to any third party:
  - i. such party will provide the party disclosing the Confidential Information (the **"Disclosing Party"**) with immediate written notice of such requirement or obligation (together with a copy of any relevant access request, court order, or other evidence giving rise to such belief or obligation) to enable the Disclosing Party to seek appropriate protective relief and/or to take steps to resist or narrow the scope of any required disclosure; and
  - ii. the Receiving Party must co-operate with the Disclosing Party with respect to such matters and will in any event disclose only such Information as it has ascertained, after taking legal advice, it is compelled by law to disclose, and will use all reasonable endeavours to ensure that all disclosed Confidential Information is accorded confidential treatment no less than the provisions of this Clause. The Receiving Party will always notify the Disclosing Party in writing of the means, content and timing of such a disclosure before such a disclosure is made.
- e. You will not use Our name or other identity for advertising or publicity purposes without Our prior written consent.

### 32. Force Majeure

- a. We shall not be liable to You for failure to accept delivery of the Goods or provision of Services resulting from any breakdown of Our facility or equipment, a fire, a flood, an explosion, an accident, an incident that causes Our facility to close (in full or in part), industrial action by Our staff or contractors, a pandemic/epidemic or any other event or cause beyond Our control.
- b. If You fail to perform any part of this Purchase Order by reason of any event or cause specified in Clause 32.a., We may temporarily suspend the delivery of the Goods and/or the provision of Services under this Purchase Order, without any liability to You for payment (in full or in part).

### 33. Bankruptcy or Liquidation

If You shall become insolvent or have a receiving order or administration order made against You or shall make any composition or arrangement with or any conveyance or assignment for the benefit of Your creditors or shall purport so to do or shall have any application made against You under any insolvency law or regulation, or (being a company) if any resolution shall be passed, or a court order be made that You be wound-up (save for the purposes of solvent reconstruction or amalgamation) or a receiver or manager be appointed by any creditor or any act shall be done which would cause any of the foregoing to be done, We shall be entitled to terminate the Purchase Order immediately by written notice to You but without prejudice to any other right or action which We may have at the date of such notice.

### 34. Environment, Health & Safety

- a. You shall comply with relevant health and safety and environmental legislation, including requirements of REACH and CLP.
- b. You shall apply special conditions for control of hazardous materials and substances (COSHH).
- c. You shall not deliver to Us any product containing substances listed in Restricted Substance List on REACH annex XVII

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- d. You shall provide a declaration of use Substances of Very High Concern (SVHCs) listed in Candidate List on ECHA (The European Chemicals Agency).
- e. Suppliers providing chemical substances and mixtures are required to deliver updated Material Safety Data Sheet (MSDS) in accordance with regulatory requirements.
- f. You are recommended to establish an Occupational health and safety management system (e.g., in accordance to the ISO 45001) and Environmental management system (e.g., in accordance to the ISO 14001), give a consideration of environmental aspects of Your activities and introduce environmental and health and safety improvement programmes, favourably with objectives and action plans.
- g. You shall ensure that all persons, performing work under Your control are aware of adequate environmental and health and safety responsibilities and requirements.

### 35. Slavery and Human Trafficking and Bribery

- a. You shall comply with the Modern Slavery Act to prevent:
  - i. slavery, servitude and forced or compulsory labour
  - ii. human trafficking
  - iii. meaningful exploitation
- a. You shall flow down requirements regarding Modern Slavery Act to Your sub-tier suppliers.
- b. You shall ensure that slavery and human trafficking is not taking place in any part of Your business and in any of Your supply chains.
- c. You shall inform Us, and applicable government officials, of any credible information received from any source alleging an employee, subcontractor, subcontractor employee, or agent has engaged in conduct that violates the Modern Slavery Act, along with the actions taken against said employee, subcontractor, subcontractor employee or agent.
- d. You shall create a workplace standard to maintain a means by which employees can openly communicate and share grievances with management, without fear of reprisal, intimidation, or harassment.
- e. You will:
  - i. comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”);
  - ii. have and shall maintain in place its own policies and procedures, including, but not limited to, adequate procedures under the Bribery Act 2010 to ensure compliance with Relevant Requirements and will enforce them where appropriate;
  - iii. promptly report to Us any request or demand for any undue financial or other advantage of any kind received by the other party in connection with the performance of any Purchase Order; and
  - iv. immediately notify Us (in writing) if a foreign public official becomes its officer or employee or acquires a direct or indirect interest in You.

### 36. Law and Jurisdiction

These Conditions and all Purchase Orders and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the courts of London, England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Conditions, any Purchase Order or their subject matter or formation.

### 37. Third Party Rights

A person who is not a party to the Purchase Order shall have no rights under the Contracts (Rights of Third Party) Act 1999 to enforce any term of these Conditions.

### 38. General

- a. Waiver: No omission or delay by Us in exercising any of Our rights shall be treated as a waiver thereof, nor shall any single or partial exercise of a right preclude any other or future exercise thereof or any

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exercise of any other right and a waiver of a right on one occasion shall not constitute a waiver of such right in the future.

- b. Amendments: No variation or amendments to these Conditions shall be binding unless made in writing and signed by a director of Acro.
- c. Severability: If any of the provisions of these Conditions are at any time held to be invalid or unenforceable, such provision shall be construed as severable and shall not in any way render invalid or unenforceable the remainder of the provisions which shall remain in full force and effect.
- d. Survival: All rights, duties and obligations which by their nature should apply beyond the term of this Purchase Order shall remain in force after Your completion of this Purchase Order or any termination of performance of this Purchase Order.