

# FARSOUND

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## STANDARD TERMS & CONDITIONS OF PURCHASE

Unless otherwise expressed by separate binding contract or within the Purchase Order (PO) by specific clause or specification, then Farsound Aviation Limited General Terms and Conditions shall apply to all Purchase Orders and deliveries.

For clarity and the avoidance of doubt for all parties the hierarchy of terms and conditions shall be: any Contract, MOU or Long Term Agreement existing between Farsound Aviation Limited and I or its customers and their Vendor' for whom we manage product: The Purchase Order(s) inclusive of specific contractual requirements or terms appended; (inclusive of all Quality clauses), or these General Terms & Conditions.

1. This Purchase Order represents an agreement between Farsound Aviation Limited a U.K. limited company, hereinafter referred to as "Farsound" and the Vendor shown on the face of the Purchase Order, hereinafter referred to as "Vendor". This Purchase Order shall not be binding on Farsound until accepted by the Vendor through formal response and Commitment Acceptance. For any such Purchase Orders not formally acknowledged by the vendor Farsound reserves the right to declare any PO, signal or instruction null and void at any time and without liability.

1.a. A Purchase Order is defined as, this document, either physically or in electronic form, any electronic Vendor Schedule (VS call off mechanism), linked to an agreed contract price, a Kanban signal or Vendor Managed Inventory (VMI) replenishment call off schedule, or similar electronic replenishment communications as may be employed.

2. Vendor shall deliver the full quantity of goods listed on the Purchase Order to Farsound at the address shown on the face of the Purchase Order.

3. Vendor shall not assign or subcontract any part of the goods without Farsounds prior written consent except where demonstrable delegated authority to do so exists and is available through industry, customer or other recognised technical authorities, or under conditions as may be specified on the Purchase Order. Where work is sub-contracted Vendor shall ensure that requirements and conditions of the Purchase Order are flowed down to subcontractors. For the avoidance of doubt, any such delegation or specified conditions shall not affect the liability of Vendor to Farsound in relation to any sub-contracting it may undertake.

4. HEALTH & SAFETY: To protect employees and representatives of Farsound, all goods supplied must not exceed a carton weight of 10kg; unless by separate agreement in writing with Farsound. Failure to comply may result in rejection of the goods or other appropriate action, i.e. such as repackaging, where such cost may be charged back to the Vendor at a fixed cost of £50 per item that will be collected from Vendor's payment remittance. Where the substance, material or preparation is controlled under the COSHH & CHIP regulations 2009 a Material Safety Data Sheet must accompany the initial delivery.

5. Vendor shall ensure that the packaging used is adequate to protect the goods whilst in transit against damage of any kind. Such packaging must conform to customer specific specifications as may be required contractually or stipulated within this Purchase Order unless otherwise stated. Furthermore, Vendor will ensure all delivery labelling is supplied using a 2D bar code matrix to specification 1-SPEC-0-01.

6. Title and risk in the goods shall pass to Farsound after the goods have been received at the destination on the face of the Purchase Order unless expressly otherwise defined by separate agreement. This transfer will be without prejudice to Farsounds right of rejection.

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7. Time of delivery is of the essence of this Purchase Order and delivery is specified in line with Vendors acknowledged lead time or last formally communicated lead time provided by Vendor and formally accepted by Farsound. Without prejudice to any other remedy, any failure to deliver the goods in accordance with the Purchase Order shall entitle Farsound to cancel the Purchase Order in whole or part without any liability whatsoever in respect of the goods cancelled and to claim fair and reasonable damages against Vendor as a result of costs incurred by Farsound through resolution of supply or in respect of costs flowed down from its customer. Should any such delay be attributable to Farsound or an event beyond the reasonable control of Vendor, then this will constitute an excusable delay and an adjustment to the contractual date of delivery shall be made. Any failure to deliver on the part of lower tier Vendors is specifically excluded as an excusable delay unless such lower tier Vendor shall have been subject to an event beyond their reasonable control. Furthermore, any failure or projected failure to deliver due to Vendors loss of relevant accreditation approval or authority to manufacture is specifically excluded as an excusable delay unless Vendor or its relevant sub-tier has been subject to an event beyond their reasonable control.

8. All release documents, advice notes and invoices shall bear the Purchase Order number, or any additional information requested by specific clauses or specifications. Release documents and advice notes shall accompany the goods, specifically one copy on the outer container and one copy within the container. Invoices will be paid 30 days end of month in which goods were received by Farsound unless otherwise agreed in writing or specified within other contractual terms and conditions.

9. Farsound reserves the right to reject any goods which are faulty in design, quality or workmanship or which fail to satisfy the requirements of the Purchase Order, including packaging, documentation and completion of the order. Vendor shall inform Farsound as soon as it becomes aware of any reason why goods are faulty or are likely to fail or be faulty under the requirements of the Purchase Order. Farsound further reserves to itself, its customers and regulatory authorities, the right of access to Vendor's premises to check or review Quality I Technical or Manufacturing issues and any work in progress at any reasonable time and with due notice. Vendor must obtain Farsounds approval in writing (such approval to be given or withheld at Farsounds entire discretion) where applicable, prior to shipment of non-conforming products or changes in product and / or process definition which it proposes to make. Without prejudice to any other remedy. in the case of breakdown or failure of any description due to defective materials or workmanship Farsound shall have the option of either replacing the goods or requiring replacement by Vendor, in either case entirely at the cost of Vendor, including shipping and all costs legitimately incurred by Farsound

10. Vendor warrants that it has the legal right to transfer title in all goods supplied and that all such goods are free of any lien. Vendor warrants that all goods supplied shall comply with any statute, statutory rule, order or other instrument having the force of law applicable at the time of delivery. Vendor further warrants that all goods supplied will comply in all respects with the requirements of this Purchase Order, including conformance to relevant technical specifications, performance specifications, descriptions and samples where applicable and that all goods supplied shall continue to conform to same for a period of no less than 24 months after delivery, unless otherwise stipulated. Should any of the above warranties be breached Vendor shall repair or replace the goods at no cost to Farsound.

11. Unless otherwise advised on the Purchase Order all goods with a restricted shelf-life shall have a minimum of 80% of their shelf-life remaining at the time of delivery unless Farsounds prior written approval is given. In addition, such items shall be supplied clearly identified on their packaging and release documentation with the relevant cure date, cure group, date of manufacture, shelf-life and / or time expired or 'use by' date.

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12. Vendor shall maintain a Quality Assurance system suitable to support the delivery of Quality Assured goods to Farsound. Farsound reserves for itself, its agents, customers and regulatory authorities, the right to audit this system and / conduct Source Inspection at any reasonable and mutually agreed time. The specific release requirement is stated on the face of the Purchase Order.
13. Farsound reserves the right to request an amendment to this Purchase Order at any time. If such a request requires additional work to Vendor, an agreed equitable adjustment will be made to the price and / or the delivery schedule.
14. Farsound may at its absolute discretion cancel this order in whole or part at any time by giving written notice to Vendor. Should this right be exercised for any reason other than default by Vendor then Farsound shall pay the Vendor a reasonable price in respect of goods and materials purchased or made solely in support of this Purchase Order after due diligence has been established through the formal audit of all documentation and product, but shall otherwise be free from any liability. Such reasonable price will be reached through mutual agreement and in any case will not exceed the price which would have been paid had the order been completed.
15. Should Vendor fail to comply with any of the requirements of this Purchase Order Vendor shall be deemed to be in default. In this event without prejudice to any other remedy, Farsound reserves the right to cancel the Purchase Order without any payment whatsoever in respect of the goods cancelled and where appropriate to claim damages against the Vendor.
16. Without prejudice to any other remedy. Farsound reserves the right to cancel the Purchase Order summarily by written notice and without compensation if Vendor becomes bankrupt, has a receiving or administration order made against them or makes a composition or arrangements with or for their creditors or, being a Company passes a resolution that the Company be wound up or if circumstances occur entitling a person or the Court to appoint a Manager or Receiver to make a winding up order.
17. This transaction is confidential between Farsound and Vendor and neither party shall advertise either the transaction or any information gained from the other party as a result of the transaction without the prior permission of the other party, except that required for disclosure for the execution of the contract or Purchase Order.
18. All notices will be deemed to have been lawfully served if sent to either party at the address stated on the face of the Purchase Order by post, facsimile or email address nominated for correspondence.
19. In the event of any dispute, Farsound and Vendor shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the face of the Purchase Order but should be passed through levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution the matter shall be passed for arbitration in accordance with the Arbitration Act 1996. Any such arbitration shall take place in London. England.
20. Any failure by Farsound to enforce any right afforded it under the terms of this Purchase Order shall not constitute a waiver of its right to enforce such a right at a later date unless such failure is specifically granted in writing as a waiver of that particular right by Farsound.
21. Applicable laws will be the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines which apply to the provision of the Services.

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22. The supplier shall have a program in place to prevent the delivery of counterfeit parts or material to Farsound, all parts, material and assemblies (electrical, mechanical, raw material) shall be procured directly from the original component manufacture (OCM) / original equipment manufacturer (OEM) or from OCM/OEM authorised distributor

23. Farsound strictly prohibits the use of modern slavery and human trafficking in our operations and supply chain. We have and will continue to be committed to implementing systems and controls aimed at ensuring that modern slavery is not taking place anywhere within our organisation or in any of our supply chains. We expect that our suppliers will hold their own suppliers to the same high standards. For more details please view our full [Statement on Modern Slavery](#)

24. Conflict Minerals: The vendor shall perform due diligence to ensure that product supplied to Farsound does not contain conflict minerals (gold, tin, tantalum, and tungsten) as defined in OECD guidance and guidelines. All conflict minerals must be reported.