

MIDLAND AEROSPACE LIMITED

Standard Terms and Conditions of Purchase

1 DEFINITIONS AND INTERPRETATION

1.1 In these Conditions and the Order (as defined below) the following expressions shall have the defined meanings: -

“Conditions” means the standard terms and conditions of purchase set out in this document and includes any special terms and conditions that may be required by the Purchaser and as stated in the Order.

“Force Majeure” means events proved to be beyond the Purchaser’s or the Suppliers reasonable control including without limitation an act of God, fire, flood, explosions, earthquakes, any act of Government, war, insurrection, or riots. The Supplier shall not be entitled to claim Force Majeure for events arising from: import or export regulations; embargoes, strikes, lockouts or other industrial action whether involving its own workforce or a third party; non-availability of workmen, machinery or materials; default of its suppliers or sub-contractors; power failure; or breakdown in machinery.

“Intellectual Property” means information and data of all kinds whether subject to statutory protection or not, including but not limited to inventions, plans, drawings, designs, computer software, technical data packages, test results, manufacturing information, marketing or advertising material, financial or commercial information, know-how and trade secrets, trademarks, tradenames or other proprietary information.

“Order” means collectively the purchase order, the Specifications, the Special Conditions and these Conditions of Purchase which are incorporated by reference and any amendments by the Purchaser to the purchase order, the Specification, the Special conditions and the Conditions of Purchase.

“Order Acknowledgement Form” means the form of acknowledgement document issued by the Purchaser with the Order. The Supplier may only use its own or another order acknowledgement where express written approval from the Purchaser has been given.

“Parties” means collectively the Purchaser and the Supplier.

“Party” means either the Purchaser or the Supplier, as the context may require.

“Purchaser” Midland Aerospace Limited, Company Number 4326476 whose registered office is at Castlewood Business Park, Farmwell Lane, Sutton-in-Ashfield, Nottinghamshire, NG17 1BX.

“Special Conditions” means those conditions applied by the Purchaser and appearing on the face of or otherwise incorporated in the Order.

“Specification” means the Purchaser’s written technical requirements or other agreed means of defining the technical requirements for the Supplies referred to by the Order.

“Supplier” means the supplying party identified in the Order.

“Supplies” means the product(s) or service(s) to be provided by the Supplier being the subject matter of the Order.

“Traceable” means that all the products, sub-assemblies and components supplied by Supplier shall be accompanied with original authentic certificates of conformity from the manufacturer of the original component or if not accompanying the component delivered to the Purchaser are in the possession of Supplier where specified by the Purchaser’s specification.

1.2 In the event of any conflict between the documents or requirements included within the Order, they shall be interpreted in accordance with the following order of precedence: i) The Special Conditions; ii) The Specification, and iii) The Conditions of Purchase.

1.3 Headings are for convenience only and shall not affect the interpretation of the Order or any documents incorporated in the Order.

2. WHOLE AGREEMENT

The Order supersedes all prior agreements, understanding, representations and agreements whether or oral between the Parties relating to the subject matter and performance of the Order and each of the Parties waives all rights and remedies which might otherwise be available to it in respect of any representation, warranty, collateral contract or other assurance, provided that nothing in this clause shall limit or exclude any liability for fraud.

3. ORDER AND ACKNOWLEDGMENT.

3.1 No contract shall be formed by quotation or offer for sale given to the Purchaser by the Supplier and all Orders shall require acceptance from the Supplier as set out below.

3.2 The Order including Special Conditions and the Specification (as appropriate) and any document referred to therein at the date of the Order shall be the Purchaser’s offer to the Supplier and the Supplier’s acceptance, by either returning the Order Acknowledgement Form or by starting work on the Order, shall only be accepted within the terms of the Order. In no event shall Supplier’s conditional acceptance of any Conditions or counterproposal of its own or any other conditions of sale be valid unless expressly agreed otherwise in writing by the Purchaser and signed by a Director of the Purchaser or its nominated representative. The Supplier shall ensure that no amendments to the Conditions are made upon its Order acknowledgement, nor any pre-printed terms appear on the reverse of the same.

3.3 The Supplier shall accept the Purchaser's offer, as described in Condition 3.2 within seven (7) calendar days of the date of the Order otherwise the offer will lapse without the Purchaser incurring any liability. Commencement of work on the Order by the Supplier shall be deemed acceptance in full of the Conditions, the Special Conditions and the Specification (as appropriate) and any document referred to therein from the date of the Order.

3.4 If trading is being conducted by electronic data interchange, the Order contract shall be formed simultaneously with transmission of the Order from the Purchaser's electronic system.

3.5 Each Order incorporating the Conditions shall constitute a contract separate from all other Orders.

4. ADHERENCE TO THE ORDER

4.1 The Supplier shall provide the Supplies in all respects strictly in accordance with the Order.

4.2 The Order number and item number as set out on the Order shall be quoted on all documents and packages sent by the Supplier to the Purchaser and the Supplier shall ensure all Supplies despatched are marked sufficiently for the Purchaser to fully and accurately identify them on receipt.

5. QUALITY ASSURANCE, INSPECTION AND TESTING

5.1 The Supplies shall be subject to the Special Conditions and/or the Specifications specified on the Order.

5.2 Each consignment of Supplies will be despatched with advice note(s) and such Certificates of Conformity, Regulatory Requirements or Customer Release Documentation or other documents as is required to meet the Quality Assurance Conditions or other conditions or requirements specified under the Order.

5.3 A stockist may provide copies of the original manufacturer's Certificate of Conformity or Release Documentation together with test figures, heat-treatment information, etc. as applicable.

5.4 Before despatching or delivering up the Supplies the Supplier shall carefully inspect and test them for compliance with the Specification. The Supplier shall, if requested by the Purchaser: -

- i) give the Purchaser reasonable notice of such tests and the Purchaser shall be entitled to be represented there. The Supplier shall on request supply to the Purchaser a copy of the Supplier's test sheets certified by the Supplier to be a true copy. This shall also apply where the Supplier has relied upon any tests or examinations carried out by a third party; and
- ii) at all reasonable times allow persons duly authorised by the Purchaser to make any such inspections or tests which the Purchaser may require and shall afford all reasonable facilities and assistance without charge to the Purchaser.

If as a result of any inspection or test of this clause the Purchaser's representative is of the reasonable opinion that the Supplies do not comply with the Order, or are unlikely on completion of manufacture or processing to so comply, the Purchaser shall inform the Supplier accordingly in writing and the Supplier shall take any such steps as may be necessary or as directed by the Purchaser to ensure such compliance. No inspection or test under this clause shall constitute an acceptance by the Purchaser nor relieve the Supplier of any obligations hereunder.

5.5 Non-conforming Supplies may not be shipped to the Purchaser without prior written approval from the Quality Department of the Purchaser. The Purchaser must be notified in writing immediately if any Supplies are found to be non-conforming after delivery has been made. On request from the Purchaser, the Supplier shall propose and supply corrective action(s) regarding non-conforming Supplies and the Purchaser shall be entitled to claim any costs incurred in relation to such non-conformance.

5.6 The Supplier undertakes to work with the Purchaser to maintain surveillance for obsolescence or other marketplace unavailability on all Supplies. For the purposes of these Conditions, Obsolescence Surveillance shall mean the Supplier's verification of the on-going availability of parts, processes and/or materials to maintain availability of Supplies. An Obsolescence Surveillance review shall occur on a quarterly basis as a minimum and the Supplier shall inform the Purchaser of any actual or impending obsolescence issues.

5.7 Supplier shall operate and maintain a process to ensure that all products, sub-assemblies and the components contained therein supplied to the Purchaser are completely Traceable back to source manufacturer by batch or lot or date code.

5.8 The Supplier will maintain detailed quality control and Traceable manufacturing, sub-assembly and component records for the Supplies for a period of at least ten (10) years from the date of last supply of the Products. After such ten (10) year period, the Supplier shall either agree to continue holding the records or shall offer the Purchaser, at no charge, the option to transfer them for archiving or provide electronic copies to the Purchaser. No record shall be destroyed without the Purchaser's written approval.

5.9 The Supplier shall certify that only new and authentic parts are delivered under the Order. The Supplier agrees, where applicable and unless directed otherwise by the Purchaser, to procure Supplies components through franchised distributors or direct component suppliers. The Supplier agrees to indemnify and hold the Purchaser harmless from and against all costs and expenses for the removal, repair or replacement and reinstallation of counterfeit components incorporated into Supplies sold by Supplier to the Purchaser where the counterfeit component was procured by Supplier from a person or entity other than a franchised distributor or direct component supplier or other entity pre-approved by the Purchaser in writing.

6. PRICE

6.1 Prices shall be as set out on the Order, fixed (non-revisable) and exclusive of United Kingdom value added tax (V.A.T) but inclusive of all other taxes, imports, fees and duties. If V.A.T. is payable it shall be separately identified and shall be payable by the Purchaser subject to receipt of Supplier's valid V.A.T. invoice. The Supplier shall not be entitled to increase any such prices due to any increase in the cost of any materials, or labour, or for any other reason other than as provided for under these Conditions.

6.2 No additional charge shall be made for inspection, packaging material, packing, loading or unloading, carriage, insurance or delivery of the Supplies to the place specified in the Order unless otherwise authorised in writing by the Purchaser and set out in the Order and any such charge shall be separately identified on the invoice.

7. PAYMENT

7.1 On or after delivery of the Supplies, the Supplier shall submit an invoice to the address of the Purchaser stated on the Order for those delivered Supplies. Unless otherwise agreed in writing by the Purchaser the Supplier shall not invoice the Purchaser until the performance of an Order has been fully completed.

7.2 The Purchaser shall pay the invoice to the Supplier's nominated account within sixty (60) days after invoice date month end, or delivery if later, provided the invoice quotes correctly: the amount of the payment, the Order number, the item number, the part and drawing numbers and a description of the Supplies (including without limitation quantities and weights if applicable); and all conditions of the applicable Order have been met. The Purchaser shall have the right to set off any monies owing to the Supplier any sums in respect of which the Supplier may be indebted or in default to the Purchaser whether or not arising in connection with the Order. Furthermore, the Purchaser may make adjustments or withhold payment if Purchaser reasonably deems that any invoices are not submitted in accordance with the Conditions, due to any shortages, rejections or failures, or for any failure to comply with the requirements of the Order.

7.3 In no event shall the Supplier have any right to suspend its performance, cease work or cancel the Order or any other Order under these Conditions in respect of overdue or pending payments by the Purchaser.

8. DELIVERY

8.1 Delivery shall be made in accordance with the delivery date and instructions set out on the Order and time shall be of the essence in relation to the delivery dates set out on the Order. The Supplier will repair or replace, free of charge, any Supplies damaged or lost in transit.

8.2 If there is any delay in delivery due to causes (other than Force Majeure) which are not attributable to the sole negligence of the Purchaser, the Purchaser may terminate the Order with immediate effect and the Supplier shall be liable to pay compensation damages in accordance with condition 12. Alternatively, the Purchaser may elect to advise the Supplier of a revised delivery date, require the Supplier to perform the original Order and to claim compensation for delay.

8.3 The Supplier shall not be liable for delays in delivery due to Force Majeure provided that the Supplier promptly notifies the Purchaser of any delay or anticipated delay as soon as it is known and resumes performance as soon as possible thereafter. However, if such delay exceeds fourteen (14) days the Purchaser shall be entitled to terminate any Order without incurring any liability whatsoever except in respect of that part of the Supplies already delivered to and accepted by the Purchaser prior to such termination.

8.4 Should an event of Force Majeure occur, the Purchaser may wholly or partly suspend or postpone any of its obligations under the Order (without incurring any liability) by its prompt notification in writing to the Supplier. Such suspension or postponement will continue until the circumstances of Force Majeure have ceased or been overcome or the Purchaser notifies the Supplier in writing that it wishes to resume its obligations under the Order.

8.5 The Purchaser shall have the right to refuse to accept Supplies delivered in advance of the date specified in the Order or otherwise agreed. The Purchaser shall have the right to request the Supplier to delay delivery of any of the Supplies without revision of the price.

9. TITLE AND RISK

9.1 Title to and risk in the Supplies shall pass to the Purchaser upon delivery by the Supplier.

9.2 In the case of any property or goods provided to the Supplier by or on behalf of the Purchaser (whether on free issue or loan) for performance of work or services on the Order; risk of loss or damage shall pass to the Supplier upon delivery to the Supplier, or collection of such property or goods by the Supplier, if applicable. Title in such property or goods shall remain with the Purchaser at all times.

10. ACCEPTANCE

10.1 Receipt of delivered Supplies shall not imply acceptance by the Purchaser. The Supplies shall only be deemed to be accepted when the Supplier is notified by the Purchaser in writing, or after thirty (30) days from delivery, whichever occurs first.

10.2 If the Purchaser is not satisfied that delivered Supplies are in good condition, properly identified and in accordance with the Order the Purchaser may:- a) Reject the Supplies delivered in whole or in part; b) Give notice to the Supplier to replace or repair promptly the Supplies delivered at the Supplier's expense and risk; c) Require the Supplier to pay all the Purchaser's expenses, losses incurred and additional costs directly or indirectly arising from or as a consequence of the Supplier's failure to deliver the Supplies to the satisfaction of the Purchaser; and/or d) Set off any amounts owed to the Supplier pursuant to any Order against any amount owed to the Purchaser arising under Condition 10.2c above.

11. WARRANTY

11.1 The Supplier represents and warrants that:

11.1.1 the Supplies shall conform in all respects with the terms of the Order, including but not limited to the Specification and any applicable standards;

11.1.2 title to the Supplies shall transfer to the Purchaser free from any security interest or other lien or encumbrance;

11.1.3 it has the rights to grant any licence rights applicable under these Conditions;

11.1.4 the Supplies are of good quality and are free from defects (whether actual or latent) in design, materials and workmanship;

11.1.5 the Supplies are and will be fit for the intended purpose and use;

11.1.6 the Supplies are free from hazards to health. Additionally, the Supplier represents and warrants that it will plan, implement and maintain operational processes that assure safety of the Supplies, where appropriate throughout the product life cycle of the Supplies;

11.1.7 the Supplies are genuine, new and not used, refurbished or reconditioned or subject to deterioration that impairs their usefulness, safety or operation;

11.2 The warranty in Condition 11.1 shall, in respect of each item of the Supplies, continue for twelve (12) calendar months commencing from the date of acceptance of such item of the Supplies by the Purchaser, or the delivery of such Supplies to the Purchaser's customer, whichever occurs last. The warranty period shall not be limited in the case of latent defects.

11.3 The warranty at Condition 11.1 shall apply to the Supplies or any part of them replaced or repaired in accordance with these Conditions so that the warranty shall continue for twelve (12) calendar months from the date of acceptance of such replaced or repaired item of the Supplies.

11.4 If a breach of warranty by the Supplier causes any of the Supplies not to be available for the Purchaser's use, or use by the Purchaser's customer to which the warranty may be assigned, within the warranty period for the Supplies, then the applicable warranty period shall be extended by the period during which they were not available for use.

11.5 The Supplier agrees that all warranties attaching to the Supplies shall be capable of being assigned to a customer of the Purchaser or other user by the Purchaser without prior written notice to the Supplier.

11.6 This condition shall apply in addition and without prejudice to any other rights and remedies available to the Purchaser under these Conditions or at law.

12. TERMINATION, REMEDIES & LIABILITY

12.1 Termination

12.1.1 If the Supplier is in breach of the Order including but not limited to any of these Conditions (including, without limitation, the representations and warranties at Condition 11.1) the Purchaser may give the Supplier a written notice specifying the breach.

12.1.2 If the breach is not capable of remedy the Purchaser's notice shall terminate the Order immediately or as otherwise set out in such notice.

12.1.3 If the breach is capable of remedy, the Supplier shall at its own expense rectify the breach within twenty-eight (28) calendar days of the date of notice. If the Supplier does not rectify the breach within twenty-eight (28) calendar days (or such other period agreed in writing between the Parties) the Purchaser may give a further written notice to the Supplier immediately terminating the Order.

12.2 Termination on Insolvency

If the Supplier has a winding up order made against it or has a receiver or administrator appointed or takes any step, or is subject to any step, which may lead to any such event occurring, then the Purchaser may suspend or terminate any and all Orders without any liability whatsoever.

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12.3 Cancellation

The Purchaser may cancel the Order at any time by written notice and the Supplier shall cease all work under the Order immediately. The Purchaser will assess and reimburse the Supplier its fair and reasonable demonstrated costs for all work completed and materials purchased for the purpose of carrying out the Order up to the date of cancellation.

12.4 Damages & Indemnity

The Supplier shall indemnify and hold harmless the Purchaser against all losses without limitation, including but not limited to all direct, indirect, incidental or consequential losses which may include but not be limited to: all loss of profit; loss of revenue; third party claims; loss of reputation and all legal costs, claims and damages resulting in any way from a breach by the Supplier of the Order of any of these conditions and or negligence, breach of duty or acts or omissions by the Supplier its employees, sub-contractors or agents in the performance of the Order.

12.5 Overall Liability

12.5.1 Nothing stated herein shall exclude or limit the liability of either Party for: death or personal injury arising as a result of the other Party's acts or omissions; or for fraud; or for any matter which it would be illegal for the relevant Party to exclude or limit its liability.

12.5.2 Subject to Condition 12.5.1 above, the Purchaser's aggregate liability under any Order shall be limited to 100% of the total amount of fees set out under such Order.

12.5.3 In no event shall the Purchaser be liable to the Supplier under or in connection with an Order for any indirect, incidental, punitive, other consequential loss or claims howsoever arising, such as loss of revenue, loss of use, loss of goodwill, or loss profits or any indirect or consequential loss.

13. HEALTH AND SAFETY

13.1 The Supplier shall familiarise itself with and comply with the Purchaser's procedures relating to discipline, security rules and procedures, fire, and health and safety when on the sites of the Purchaser and such other procedures applicable to such other sites as the Order requires.

13.2 The Supplier shall as soon as possible (and no later than on delivery of Supplies) provide the Purchaser with all future instructions relating to the use and disposal of the Supplies and in particular draw attention to any dangers, hazards, or restrictions associated with the Supplies.

14. INSURANCE

14.1 The Supplier will maintain legal liability insurance of not less than five million pounds (£5,000,000) per event in respect of: i) loss or damage to the property of the Purchaser; ii) or death or injury to persons resulting from the performance of the Order or use of the Supplies.

14.2 The Supplier will maintain employer's liability insurance of not less than ten million pounds (£10,000,000) per event.

14.3 The Supplier will maintain Product Liability Insurance, commensurate with exposure potential of their Supplies when incorporated into an aircraft, in no event to be less than ten million pounds (£10,000,000) per event.

14.4 Should the Supplier's insurance provide cover above the stated amounts then the Purchaser shall be provided the full benefit of such policy cover amounts. The Supplier will provide the Purchaser with certificated evidence of insurance cover in compliance with this Condition 14 Insurance satisfactory to the Purchaser on its request.

15. CONFIDENTIALITY & INTELLECTUAL PROPERTY

15.1 The Order and any other information or Intellectual Property disclosed by either the Purchaser or the Supplier to the other Party in order to fulfil the Order shall remain confidential and the property of the disclosing Party; shall at all times be treated by the receiving Party as trade secret; shall not be disclosed to any third party or used for any other purpose than the Order without the disclosing Party's prior written consent and shall only be disclosed to the receiving Party's own employees on a need to know basis.

15.2 The Supplier warrants that the sale of the Supplies by it and the further sale or use of the Supplies by the Purchaser does not and will not: (a) Infringe any UK or foreign patent, petty patent, design patent, utility model, trade mark, trade name or registered design (in all of which cases, whether granted at the date of this Contract or not). (b) Infringe any rights of copyright or confidentiality vested in any third party. (c) Infringe any rights or entitle any third party to bring proceedings on any grounds.

15.3 In the event of any breach of the above Intellectual Property infringement warranty, the Purchaser may at its option and irrespective of whether the Supplies have been accepted either: (a) Reject the Supplies or any part thereof, (b) Require the Supplier at its own cost to make such modifications to the Supplies as may be necessary to bring the breach of warranty to an end, or (c) Require the Supplier at its own cost to replace the Supplies with goods which do not breach the warranty. In addition, the Supplier shall indemnify and hold the Purchaser harmless against all loss of whatsoever nature suffered by the Purchaser by reason of any such breach (including all claims by the person entitled to such rights, all claims by any other third party, any loss of profit or loss of business revenue).

16. SUB-CONTRACTS AND ASSIGNMENT

16.1 No work or services on the Order may be sub-contracted by the Supplier without the prior written consent of the Purchaser.

16.2 The Order may not be assigned in whole or in part by the Supplier without the prior written consent of the Purchaser (which shall not be unreasonably withheld).

16.3 The Purchaser shall be entitled without notice or consent from the Supplier to assign, transfer, sub-contract or otherwise deal with its rights and obligations under any Order in whole or in part to a third party.

17. PROPERTY ISSUED BY THE PURCHASER

17.1 The Supplier shall not acquire any legal or beneficial interest in any property or goods supplied to it by or on behalf of the Purchaser (whether on free issue or loan) for performance of work on the Order.

17.2 Any such property shall be held at the Supplier's risk, maintained at the Supplier's expense and only used by the Supplier for the performance of the Order.

17.3 At the request of the Purchaser (which may be made at any time) or on completion of the Order, such property issued to the Supplier shall be returned promptly.

17.4 Upon notice being given to the Supplier, the Purchaser shall have the right to enter the Supplier's premises to recover any of its property.

17.5 Care and Return of Patterns, Dies, etc. (where applicable)

17.5.1 Unless otherwise agreed in writing, all tools, dies, patterns, moulds and other equipment ("Tooling") wholly or partly acquired at the expense of the Purchaser shall be and remain the property of the Purchaser and shall be clearly marked by the Supplier as the Purchaser's property.

17.5.2 The Supplier shall maintain the Tooling in good order and condition and insure them against all risks at any time while they are or ought to be its custody, possession or control and on completion of the Order or as otherwise directed by the Purchaser shall return them in good order and condition. The Purchaser may either withhold payment until they are so returned or withhold such part of the payment due as may be required to replace or to restore them to good order and condition.

17.5.3 The Supplier shall not use the Tooling nor shall it permit them to be used for or in connection with any purpose other than the Order without the prior written authority of the Purchaser.

17.6 The Supplier shall fully indemnify the Purchaser against all loss or damage to any property supplied to it by or on behalf of the Purchaser or Tooling which may occur in the possession, custody or control of the Supplier until such time as they are returned to the Purchaser howsoever such loss or damage may be caused and whether or not attributable to any negligence on the part of the Supplier, its employees, agents or contractors.

18. COMPLIANCE WITH LAW AND REGULATIONS

The Supplier shall comply with all regulations, statutory legal and other requirements applicable to its business in performing work on the Order. Changes in such requirements shall not entitle the Supplier to claim a contract change in the price of Supplies.

19. NOTICES

All notices and communications shall be in writing in English and shall be sent to the other party's registered office, as notified and updated from time to time. Such notices shall be sent by recorded delivery and deemed as served on the recorded day of receipt.

20. WAIVER

Any delay or omission by the Purchaser in exercising any of its rights with respect to the Order or these Conditions shall not be constructed as a waiver of such rights and shall not operate as a restriction to any subsequent enforcement.

21. SEVERANCE

If any term, condition or provision, or part thereof, of the Order or the Conditions is nullified or made void, the remaining terms, conditions and provisions shall remain, as far as possible, in full force and effect.

22. LAW AND JURISDICTION

22.1 The Order and these Conditions shall be governed by English Law and the Parties submit to the exclusive jurisdiction of the English Courts in relation to all issues, disputes, or questions arising out of the Order and these Conditions.

22.2 The Purchaser may seek specific performance, interim or final injunctive relief in any court of competent jurisdiction.

23. AMENDMENTS

23.1 The Purchaser reserves the right to require modification of the design or composition of the Supplies to be delivered and such modification shall thereafter be deemed incorporated in the Order.

23.2 To the extent and that any such modification increases the costs to the Supplier and only to the extent that the Supplier can substantiate the increase to the satisfaction of the Purchaser, the Purchaser may increase by formal Order amendment, the price stated on the face of the applicable Order as payable for the Supplies by such authorised amount.

23.3 The Supplier may from time to time propose changes to the Supplies in writing to the Purchaser for implementation at the Purchaser's absolute sole discretion. The Supplier shall absorb its own costs of implementing such changes.

23.4 In no circumstances will Purchaser be bound by any addition or variation to these Conditions, or any Order, including but not limited to: price; quantity; material or delivery dates for the Supplies unless such addition or variation is expressly agreed in writing by the Parties and an Order amendment is issued by the Purchaser which incorporates the Parties' agreement.

24. SUPPLIER CHANGES IN OPERATIONS

The Supplier shall notify the Purchaser of intended or actual changes that could affect the quality of the Supplies. Such changes may include, among other things: quality management system and approvals; new manufacturing or processing techniques; changes of key suppliers; facility location or place of manufacture; natural or caused disasters affecting delivery of Supplies.

25. DOCUMENT RETENTION

Without prejudice to the retention of quality control records under Condition 5.8, the Supplier shall retain records of all matters relating to the Order(s) for a minimum period of seven (7) years from completion of such Order.

26. RIGHTS OF ACCESS

The Purchaser, its customers and representatives of the Airworthiness Authorities shall have the right of access to the Supplier's facility and its suppliers' facilities, including all applicable areas of performance of work relating to the Order and all related documentation/records.

27. ETHICAL SUPPLIER

The Supplier confirms that it operates its business in an ethical manner, supported by an ethics policy that accordingly complies with the Aerospace Industries Association of America (AIA) and Aerospace and Defence Industries Association of Europe (ASD) "Global Principles of Ethics in the Aerospace and Defence Industry".