



INNOVATIVE SOLUTIONS FOR AVIATION & DEFENCE

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GENERAL CONDITIONS OF PURCHASE

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DEFINITIONS AND TERMINOLOGY

In these General Conditions of Purchase (the Terms), the following definitions shall have the following meanings:

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Customer: VuDu Engineering Limited (Registered in England and Wales with company number 09514292).

Deliverables: all documents, services, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Date: the date specified in the Order. When written in short format, the date takes the format dd/mm/yyyy.

Delivery Location: the address for delivery of Goods as set out in the Order.

Goods: all and any goods, parts, products, components, materials, designs, supplies or other items (including any such storage material where the Goods are embodied in or on any computer disc, magnetic tape, videotape, live media, cloud storage or photograph) as set out in the Order and Specification (if applicable).

Intellectual Property Rights: all intellectual property and industrial property rights, including without limitation, patents, trademarks, copyright and neighbouring and related rights (whether in drawings, plans, specifications, designs, computer software, film, footage, stills, moving images, GIFs, script, broadcast or otherwise), rights in designs, rights in passing off, goodwill, rights in get-up, rights to inventions, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) semiconductor topography rights, database rights 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 exist now or in the future in any part of the world.

Order: The Customer's official Purchase Order for the Goods and/or Services, as set out in the Customer's purchase order form.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier as set out in the Order and Service Specification (if applicable).

Service Specification: the description or specification for Services agreed in writing by the Customer and the Supplier.

Specification: any specification for the Goods, including any related plans and drawings that is agreed in writing by the Customer and the Supplier.

Supplier: the person or firm from whom the Customer purchases the Goods and/or Services.

1. SCOPE OF CONTRACT

1.1. These Terms apply to the Order to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing and shall apply to any subsequent placed or varied order or Order including those made verbally even where no specific reference is made to these Terms. The Order constitutes an offer by the Customer to purchase the Goods and/or Services from the Supplier in accordance with these Terms. The Order shall be deemed to be accepted on the earlier of:

- a) the Supplier issuing written acceptance of the official purchase order; or
- b) any act by the Supplier consistent with fulfilling the Order.

2. THE GOODS

2.1. The Supplier warrants that the Goods shall provide for 24 months from putting the Goods into use/service or 30 months from the Delivery date (whichever is the longer).

- a) correspond with their description, sample and/or any applicable Specification;
- b) be of acceptable quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect, the Customer relies on the Supplier's skill and judgment;
- c) comply with any standard of performance and requirements as to the development or testing as imposed and specified by the Customer, and be free from defects in design, material and workmanship;
- d) The Supplier shall allow the Customer, and any auditors of, or other advisers to the Customer, or any regulator of the Customer, to access, enter and inspect Supplier's premises and systems and to inspect, audit and take copies of relevant records and other documents as necessary to verify the integrity of Supplier's supply chain for the purposes of quality control. If for any reason, Supplier wishes to sub-contract and/ or outsource the manufacture of the Goods (or any components or parts thereof) to a third party, the Supplier must obtain the prior written approval of the Customer (not to be unreasonably withheld or delayed)—such request for approval to be made in writing at least 30 working days in advance.

2.2. The Supplier shall ensure that at all times it has and maintains all applicable licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Order and any contract governing the Order and that it has/will retain sufficient stock levels of the Goods (and all components thereof) to fulfil the Order and any anticipated orders made by the Customer. The Supplier shall give appropriate written notice to the Customer (in any event no less than six months) if any Goods (or any component parts thereof) are going to become obsolete, modified and/or unsupported.

2.3. The Customer may, at their discretion, inspect and test the Goods at any time before delivery at the Supplier's expense. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing. Any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

2.4. If following such inspection or testing, the Customer considers that the Goods do not meet the stated standards or are unlikely to comply with the Supplier's undertakings at clause 2.1 and 2.2, the Customer shall inform the Supplier. The Supplier shall, at its cost, immediately take such corrective action as is necessary to ensure compliance. If the Supplier fails to take such steps and comply with the Order, the Customer may, at its sole option without prejudice to any other right or remedy it may have, rescind the Order and any contract governing the Order.

2.5. The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

- 2.6. The Supplier warrants that it is the owner of all Intellectual Property Rights in any drawing, design, artwork or other work comprising, forming part of, or produced in connection with the Goods that are not Customer Materials (as defined in clause nine below).

3. SUPPLY OF SERVICES

- 3.1. This clause sets out the principal obligations of the Supplier for the services.
- 3.2. The Supplier shall, from the date set out in the Order and for the duration of the Contract, provide the Services to the Customer in accordance with the terms of the Order (and any contract governing the Order).
- 3.3. The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer.
- 3.4. In providing the Services, the Supplier shall:
- a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
 - b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - c) use personnel who are suitably skilled, qualified and experienced to perform tasks assigned to them, and insufficient numbers to ensure that the Supplier's obligations are fulfilled in accordance with the Order;
 - d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Statement of Requirement and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
 - e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - f) use quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
 - g) obtain and at all times maintain all necessary licences, permits and consents, and comply with all applicable laws:
 - i). including but not limited to and the Modern Slavery Act 2015;
 - ii). Applicable regulations;
 - h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and
 - i) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

4. DELIVERY OF GOODS AND SERVICES

- 4.1. The date for completion of any Service or fulfilment and delivery of any Goods shall be the Contracted Delivery Dates stated in the Contract or VuDu Engineering Purchase Order. At all times, Goods shall be delivered to the Purchaser and packaged in such a way that they are protected from damage in transit. The Goods shall be delivered to the delivery address, on the date or within the period stated in the Contract. In the event that any deliveries of Goods are made in advance of the states Contracted Delivery Dates, the Purchaser may accept the Goods,

but payment shall always be in accordance with Clause 8.

- 4.2. All Goods must be accompanied by a despatch note quoting the contract number or Purchase order number, quantity and description of the goods.
- 4.3. The Supplier shall provide certification that the Goods or Services delivered under any VuDu Engineering Purchase Order have been tested, inspected and conform to all drawings and/or Order requirements. The Supplier must keep on file all evidence to substantiate the Certificate of Conformance, and such evidence will be made available to the Purchaser on request.
- 4.4. For all Goods and/or Services that may contain material subject to export control or regulations, the Supplier will comply with the following:
- 4.5. Ensure that wording to this effect is recorded or made known on any Certificate of Conformance, delivery notification; and
- 4.6. Include the following information:
 - a) Country of Origin of the Goods or Services being supplied;
 - b) What, if any, regulatory controls apply to the Goods being supplied;
 - c) When the goods are subject to US Export Administration Regulations (EAR), the relevant Export Control Classification Numbers (ECCNs) shall be provided.
- 4.7. Where delays in delivery may occur, the Supplier undertakes to notify the Purchase without delay.

5. SOLUTIONS (REMEDIES)

- 5.1. If the Goods are not delivered on the Delivery Date, as specified on the Customer's purchase order or do not comply with the undertakings, set out in clause 2.1 and 2.2, or the Supplier fails to perform the Services by the applicable date, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following remedies:
 - a) to terminate the Order (or the Contract governing the Order);
 - b) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense.
 - c) to require the Supplier to repair or replace the rejected Goods and/or undertake remedial services, or to provide a full refund of the price of the rejected Goods and/or Services not delivered (if paid);
 - d) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party; and
 - f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Order (or any contract governing the Order).
- 5.2. If the Goods are not delivered on the Delivery Date, save for where the Delivery Date has been unilaterally changed/delayed by the Customer for its own convenience, or the Supplier is subject to a Force Majeure Event, the Customer may at its option claim or deduct 3% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 15% of the total price of the Goods. If the Customer exercises its rights under this clause 5.2, it shall

not be entitled to any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).

- 5.3. These Terms shall apply to any repaired or replacement Goods supplied by the Supplier.
- 5.4. The Customer's rights and remedies under these Terms are in addition to its rights and remedies implied by statute and common law.

6. RISK

- 6.1. Risk in the Goods shall pass to the Purchaser on completion of delivery and is signed for by an authorised representative of the Purchaser.

7. TITLE

- 7.1. Title in the Goods shall pass to the Customer immediately in the case of existing Goods or, in the case of Goods to be created, at the commencement of creation. The Supplier shall, once property in the Goods has passed to the Customer, comply with and procure that any necessary third parties comply with any written request by the Customer and give the Customer physical possession of the Goods.
- 7.2. The Supplier shall, once property in the Goods has passed to the Customer, comply with and procure that any necessary third parties comply with any written request by the Customer and immediately give the Customer physical possession of the Goods (or part thereof, whether partially complete or in prototype phase) and any associated tooling and components at any time whether during the term of the Order or otherwise.
- 7.3. During the term and after the termination of the Order (or any contract governing the Order) howsoever caused, the Supplier shall:
- a) store the Goods, Customer Materials and free issue materials separately from all other goods, products, components and materials owned or held by the Supplier so that they remain readily identifiable as the Customer's property;
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods (or any part thereof), free issue materials or Customer Materials;
 - c) maintain the Goods (or any part thereof), Customer Materials and free issue materials in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - d) notify the Customer immediately if it becomes subject to any of the events listed in clause 20.2; and
 - e) give the Customer such information relating to the Goods (or part thereof), Customer Materials and free issue materials as the Customer may require from time to time.
- 7.4. If the Supplier becomes subject to any of the events listed in clause 22.2 (or in the opinion of the Customer is likely to become subject to any of the events listed in clause 22.2) or the Customer terminates the Order (or contract governing the Order) in whole or in part at any time before delivery, without limiting any other right or remedy the Customer may have the Customer may at any time:
- a) require the Supplier to deliver up all Goods (or any part thereof) or partially completed Goods and any associated tooling or components, the Customer Materials, free issue materials and any other materials belonging to the Customer in the Supplier's possession in whatever stage of manufacture in its possession, custody or control; and
 - b) if the Supplier fails to do so forthwith, enter any premises of the Supplier or of any third party where the Goods (or part thereof), free issue materials, tooling and components and

Customer Materials are stored in order to recover them.

8. PRICE AND PAYMENT

- 8.1. The price of the Goods/Services shall be the price set out in the Order (and in relation to the performance of the Services, represents the full and exclusive remuneration of the Supplier) and is inclusive of all customs and excise and other import duties, any applicable taxes (other than VAT), duties or levies whatsoever, insurance, packing, carriage, dispatch and overtime and no extras shall be effective unless agreed in writing with the Customer. Pricing of work by the Supplier shall be no higher than the Supplier's standard basis of pricing at the time the Order is placed.
- 8.2. The price of the Goods/Services excludes amounts in respect of value-added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- 8.3. The Customer shall pay correctly rendered invoices within 60 days after receipt of the Supplier's valid invoice and quoting customers purchase order number or within 60 days after successful delivery of the Goods/Services to the Customer, whichever the latter. Payment shall be made to the bank account nominated in writing by the Supplier.
- 8.4. The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

9. CUSTOMER MATERIALS

- 9.1. The Supplier acknowledges that all materials, equipment and tools, drawings, concept work, Specifications, deliverables, data and any other such items supplied by the Customer to the Supplier (Customer Materials) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

10. QUALITY MANAGEMENT SYSTEM

- 10.1. Where the Supplier is selling to the Customer aerospace Goods or Services, the Supplier shall hold, as a minimum, UKAS accredited (or an overseas equivalent) ISO 9001 Certification. If any Certification is held, any order shall be carried out in accordance with the scope of the Supplier's current registration (e.g., ISO 9000, AS9100). On request, evidence of Certification (Certificate and Scope of Approval) will be supplied to VuDu Engineering.

11. COUNTERFEIT GOODS

- 11.1. "SUSPECT COUNTERFEIT GOODS" refers to material, components, part, assembly, sub-assembly, product and any other item forming part of the GOODS in which there is any indication by inspection, test or any other means that it may have been misrepresented by the SUPPLIER or manufacturer and may meet the definition of COUNTERFEIT GOODS below
- 11.2. "COUNTERFEIT GOODS" means SUSPECT COUNTERFEIT GOODS that is a copy, substitute made without any legal right or one whose material, performance is misrepresented by a supplier in the supply chain.
- 11.3. The SUPPLIER will warrant that COUNTERFEIT GOODS shall not in any circumstance be supplied to VuDu Engineering or installed in any products purchased by VuDu Engineering.
- 11.4. The SUPPLIER will warrant that only new, unused, and authentic parts shall form part of the GOODS supplied to VuDu Engineering.

- 11.5. The SUPPLIER may only purchase parts directly from OCMs (Original Component Manufacturers), OCM authorised distributors or authorised aftermarket manufacturers.
- 11.6. If any COUNTERFEIT GOODS or SUSPECT COUNTERFEIT GOODS are provided under any VuDu Engineering Purchase Order or Contract, these GOODS shall be quarantined. The SUPPLIER will replace these GOODS with GOODS acceptable to VuDu Engineering, and the SUPPLIER will be liable for all costs relating to quarantine, removal, and replacement. Any COUNTERFEIT GOODS or SUSPECT COUNTERFEIT GOODS will be turned over to the Government Authorities for investigation.

12. CONFLICT MINERALS

- 12.1. The Supplier acknowledges that the Customer may require certain data regarding any minerals collectively known as 'Conflict Minerals' (Tin, Tantalum, Tungsten and Gold) that may be contained in Goods sold or supplied by the Supplier.
- 12.2. Upon the Customer's request, the Supplier shall promptly provide any necessary certification concerning Conflict Minerals contained in the Goods supplied by the Supplier to the Customer (including and not limited to all components, parts and materials)
- 12.3. The Supplier shall represent and warrant that it has adopted and will maintain adequate measures to enable such due diligence as to the source and chain custody of Conflict Minerals as is necessary to determine the following:
- a) whether the Goods supplied to the Customer contain Conflict Minerals and if so,
 - b) whether in the case of each of the named Conflict Minerals, that the Conflict Mineral is:
 - (i) derived from Scrap materials; or
 - (ii) originates (or the Supplier reasonably believes that those Conflict Minerals may originate) from the Democratic Republic of Congo or any adjoining countries.
- 12.4. Where the Supplier determines that there may exist Conflict Minerals falling under the above-mentioned conditions, the Supplier shall perform the necessary due diligence and make every effort to identify the locations associated with the supply of the relevant Conflict Mineral.
- 12.5. The Supplier warrants that any information that is contained within the certification provided to the Customer pursuant to the above clause shall be accurate and a true reflection of the Supplier's due diligence into their supply chain.

13. SAFETY STANDARDS

- 13.1. The Supplier shall provide a statement, signed by an authorised company representative, that the Goods being supplied do not contain any Substances of Very High Concern ('SVHC') as identified on the European Chemical Agency's ('ECHA') website. If the Goods being supplied do contain any SVHC, then a list of the SVHC shall be provided, including the following:
- a) The SVHC name;
 - b) Quantity of the SVHC;
 - c) The weight of the Goods;
 - d) The location of the SVHC;
 - e) A safety datasheet for the substance in question;

14. ROHS: SOLDER AND COMPONENT FINISHING

- 14.1. The Supplier shall comply with the designated component finishes and designated manufacturing solder. In addition to this, the Supplier shall hold and maintain a clear definition and configuration controls of all component finishes and the solder used within the Goods supplied/or sold to the Customer.
- 14.2. Liability for Goods that do not comply with component finishes or manufacturing solder specified in the Customer's drawing requirements shall rest with the Supplier unless otherwise agreed in writing with the Customer.

15. REGISTRATION, EVALUATION, AUTHORISATION AND RESTRICTION OF CHEMICAL REGULATIONS ('REACH')

- 15.1. In the event that the Supplier is unable to continue to provide Goods and Services that are compliant with the Registration, Evaluation, Authorisation and Restriction of Chemical Regulations, then the Parties agree that they shall enter into negotiations in good faith in order to find a mutually agreeable solution, including the possibility of the Supplier providing similar REACH compliant Goods and/or Services. If no mutually agreeable way forward can be identified, the failure to provide the Goods and/or Services shall be deemed to be beyond the reasonable control of the Parties, and the Contract shall be terminated on the grounds of an Event of Force Majeure.

16. ETHICS

- 16.1. The SUPPLIER shall adhere to the VuDu Engineering Supplier Code of Conduct. VuDu Engineering requests that the SUPPLIER confirms that they will adhere to the Supplier Code of Conduct as part of any contract between VuDu Engineering and the SUPPLIER.
- 16.2. VuDu Engineering reserves the right to terminate any CONTRACT in the event that:
- a) The SUPPLIER has failed to adhere to the Supplier Code of Conduct;
 - b) The SUPPLIER does not allow VuDu Engineering to review any records relating to the SUPPLIER'S own adequate internal procedures on Ethics.
- 16.3. The VuDu Engineering Supplier Code of Conduct can be found ([Here](#)).

17. INTELLECTUAL PROPERTY

- 17.1. Where the Goods and/or Services or any part of them are designed and/or provided exclusively for the Customer or are ordered by the Customer on that understanding, the Supplier hereby assigns absolutely with full title guarantee to the Customer all rights, title and interest in and to the Intellectual Property Rights in the Goods and/or products of the Services (or part thereof) and all intermediate, preparatory, concept work, deliverables, specifications and other such physical items used in the creation and production of the Goods and/or Services and shall obtain all unconditional and irrevocable waivers of moral rights and consents required to the ensure the uninterrupted and free use by the Customer of the Goods and/or products of the Services (or part thereof) and to allow the Customer's title to the Intellectual Property Rights to be perfected as full unencumbered owner. The Supplier warrants that there are no residual rights in, it has not previously assigned, licensed, mortgaged, charged or otherwise dealt in the rights hereby granted and that it will make no use whatsoever of the Goods/Services or any part of them (as appropriate) or any preparatory material or storage material produced by the Supplier pursuant to this Order.
- 17.2. Where the Goods/Services or any part of them has been ordered by the Customer and are not designed exclusively for the Customer, the Supplier shall grant to the Customer a perpetual, irrevocable and royalty-free licence to use, adapt, alter and amend the Goods and/or Deliverables or any part thereof in any form and in any media. The Supplier hereby acknowledges that it has no right, title or interest in and shall not be entitled to any payments in respect of any use,

development, enhancement or amendment of the Goods/Deliverables or any part by the Customer.

- 17.3. The Supplier assigns to the Customer, with full title guarantee and free from all third-party rights, all Intellectual Property Rights in the Products and Deliverables of the Services.
- 17.4. The Supplier will, at the Customer's request and expense, do and execute or procure the execution of all such documents and things which may be necessary to assign to or vest in or to procure the assignment or vesting in the Customer of the Intellectual Property Rights in the Goods/ products of the Services.
- 17.5. Where the Customer issues free materials (to include without limitation, data, parts, items, equipment, tools, composites and components) to the Supplier in Order for it to complete the Order, the Supplier will record usage, stock levels, inventory and other detailed information as the Customer may request and supply this information, as and when requested by Customer.
- 17.6. This clause 17 shall survive termination of the Contract.

18. CYBERSECURITY

- 18.1. The Supplier shall warrant and represent that the Supplier has implemented appropriate policies and procedures in accordance with recognised security standards with regard to the protection of the Supplier's IT System and any data, information, drawings, documentation or any other goods supplied by the Customer in relation to the Goods or Services being provided by the Supplier.

19. INDEMNITY

- 19.1. The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:
- a) any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the supply or use of the Goods (or part thereof) or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
 - b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
 - c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

- 19.2. This clause 19 shall survive termination of the Order (or any contract governing the Order).

20. INSURANCE

- 20.1. During the term of the Order (and any contract that governs the Order) and for a period of 2 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Order and any contract governing the Order, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

21. CONFIDENTIALITY

21.1. Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, data, ideas, its engagement by the Customer, and/or initiatives acquired by the Customer and/or the Goods and/or developed by the Supplier in connection with the Supply of the Goods/Services which are of a confidential nature (whether or not marked confidential) and have been disclosed to the Supplier by the Customer, its employees, agents or subcontractors, and any other confidential information concerning the Customer's business, its products and services which the Supplier may obtain. The Supplier shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging its obligations under the Order and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Order. The Supplier may also disclose such of the Customer's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.

22. TERMINATION

- 22.1. The Customer may terminate the Order (or contract to govern the Order) in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Order (or contract governing the Order). The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 22.2. Without limiting its other rights or remedies, the Customer may terminate the Order (or contract to govern the Order) with immediate effect by giving written notice to the Supplier if:
- a) the Supplier commits a material breach of any term of the Order (or contract to govern the Order) and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;
 - b) the Supplier takes or threatens to take any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by Order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceases to carry on business or, if the step or action is taken in another jurisdiction, in connection with an analogous procedure in the relevant jurisdiction;
 - c) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business;
 - d) the Supplier's financial position deteriorates to such an extent that in the Customer's opinion, the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - e) any of the Supplier's key personnel involved in the supply of the Goods leave employment with the Supplier or become ill.
- 22.3. In any of the circumstances in these Terms in which a party may terminate the Order (or contract to govern the Order) where both Goods and Services are supplied, that party may terminate the Order in respect of the Goods, or in respect of the Services, and the Order shall continue in respect of the remaining supply.
- 22.4. Termination of the Order (or contract governing this Order), however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. On termination, for whatever reason, the Supplier shall pay forthwith all amounts outstanding to the Customer.
- 22.5. Clauses that expressly or by implication survive termination of the Order (or Contract governing

this Order) shall continue in full force and effect.

23. RIGHT OF ACCESS

23.1. Upon a reasonable request, the Supplier shall, along with all its subcontractors:

- a) allow the Purchaser and any parties authorised by the Purchaser access to the Suppliers premises and those its identified subcontractors as are being used to carry out any work on the Goods and Services. This access may be requested to inspect and/or audit the facilities, processes and procedures used in manufacturing the Goods or providing the Services.
- b) provide all the necessary assistance to facilitate the rights set out in this Condition 15.
- c) Whilst on the Suppliers or subcontractors' premises, the Purchaser shall adhere to the Supplier or subcontractors health, safety and environmental policy and procedures and safety and security rules that apply to the relevant site.

24. FURTHER SUBCONTRACTED ACTIVITIES

24.1. The Supplier shall use approved external providers, including process sources (e.g. special processes).

24.2. If the Supplier determines that certain operations or processes under the Order are to be undertaken by a sub-contractor, the Supplier must ensure that the sub-contractor is approved by VuDu Engineering prior to the placement of each Order so subcontracted. The Supplier shall ensure the accurate and timely flow down of all applicable quality (including Key Characteristics), technical and purchasing requirements to all sub-contractors and suppliers used in the fulfilment of any VuDu Engineering Purchase Order.

24.3. The Supplier shall assume full responsibility for the sub-contract activities and conformance to the Purchase Order requirements.

24.4. The Supplier shall maintain a list of all sub-contractors and suppliers employed in the fulfilment of VuDu Engineering Purchase Order, which shall include details of approvals for goods or services provided. This list shall be made available on request.

24.5. The Supplier shall ensure that their employees and sub-tier suppliers are aware of:

- a) Their contribution to product or service conformity;
- b) Their contribution to product safety;
- c) The importance of ethical behaviour.

25. GENERAL

25.1. Assignment and other dealings. The Customer may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract. The Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over, or deal in any other manner with any or all of its rights or obligations under the Order (and any contract governing the Order) without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

Time of the Essence. Time shall be of the essence in the performance of Supplier's obligations under this Order (and any contract governing the Order).

Entire Agreement. This Order (and any contract governing the Order) constitutes the entire Agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

Variation. No variation of the Order (or any contract governing the Order), including the introduction of any additional or amendment terms, shall be effective unless it is agreed in writing and signed by the Customer. These Terms shall prevail over any terms and conditions or similar provisions contained or referred to in any correspondence.

Waiver. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy; or prevent or restrict the further exercise of that or any other right or remedy.

Severance. If any provision or part-provision of the Order (or contract to govern the Order) is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Order (or contract to govern the Order).

Notices. (a) Any notice or other communication given to a party under or in connection with the Order (or contract governing the Order) shall be in writing, addressed to that party at its registered office or its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or email; (b) A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in the Order, if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission; (c) The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

Third-party rights. No one other than a party to this Agreement and their permitted assignees shall have any right to enforce any of its terms.

Force Majeure: A "Force Majeure Event" means any circumstance, not within a party's reasonable control including, (a) acts of God, flood, drought, earthquake or other natural disasters; (b) terrorist attack, civil war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations. Provided it has complied with below provisions, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for the performance of such obligations shall be extended accordingly. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended to the same extent as those of the Affected Party. The Affected Party shall: (a) immediately after the start of the Force Majeure Event[but no later than three days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and (b) use its best endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than two weeks, the party not affected by the Force Majeure Event may terminate this Agreement by giving two weeks' written notice to the Affected Party.

Governing law. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by and construed in accordance with the law of England and Wales.

Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes

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