

General Terms and Conditions (Purchasing)

1. POLICY AIM

Harwin is an approved EN 9100 and ISO 9001 Company and will endeavour to do business, whenever possible, with other duly approved companies.

2. DEFINITIONS

In the context of these conditions, the following words shall have the following meanings:

“The Purchaser”means the business placing the Order as identified on the Order;

“The Supplier”means the person, firm, company or organisation, to whom the Order is addressed;

“The Goods”mean the Goods subject to the Order or any of them or any services to be provided thereunder;

“The Order”means the Order issued by the Purchaser for the supply of the Goods;

“Specification”means the technical description and or requirements of any of the Goods contained or referred to in the Order.

3. APPLICABLE TERMS AND CONDITIONS

This Order is made only upon and subject to the terms and conditions set out below and shall be accepted by the Supplier. These terms and conditions and any Special Conditions of Purchase applicable to this Order shall prevail over any terms and conditions of the Supplier whether contained in a Quotation, Catalogue, price list, Order acknowledgement or any other document, except so far as provided in any amendments or modification which have been agreed in writing by the Purchasers.

4. AUTHORISATION

The Purchaser accepts no liability for any goods delivered or services provided unless the Order has been placed or amended by a duly authorised representative of the Purchaser.

5. QUANTITIES

The purchase shall be as stated in the Order. The Purchaser reserves the right to reject incomplete deliveries and to refuse delivery, reject or refuse to pay for, or (at the Supplier's expense and risk) return any unauthorised and/or unaccepted shortage or excess. Any signature by or on behalf of the Purchaser on any delivery note of the Supplier shall not signify acceptance of the quantity of the Goods.

6. ALTERATIONS

No alterations or modifications to the quantities, type, physical structure, specifications or standards are to be undertaken by the Supplier at the request or any application of the Purchaser or the agent or representative or any other person unless and until written confirmation is received from a duly authorised representative of the Purchaser.

7. TESTING, INSPECTION AND RECORDS

7.1 Prior to delivery, the Supplier shall inspect and test the Goods for compliance with the Order.

7.2 The Purchaser shall be entitled to request the Supplier to supply certified copies of records such as a Certificate of Conformity (CofC) as specified on the Order and the Supplier shall promptly and fully comply with such request.

7.3 The Purchaser shall be entitled to request the Supplier to perform and supply a First Article Inspection Report (FAIR) as specified on the Order and the Supplier shall promptly and fully comply with such request. The Supplier shall forward a copy of the FAI Report along with the first article part / sample for review and approval, prior to the continuation of any production runs. One copy of the Supplier FAI Report shall be supplied with the first shipment of the purchase order.

7.4 The Purchaser shall be entitled to request the Supplier to supply certified copies of records of such inspection and tests free of charge as specified on the Order and the Supplier shall promptly and fully comply with such request.

7.5 The Purchaser shall be entitled to inspect and/or test the Goods at any reasonable time or times during manufacture, processing and/or storage of the Goods. If the Purchaser exercises this right, the Supplier shall grant to the Purchaser or its nominated representative a right of access and shall afford to the same all such facilities as may be reasonably required for such purposes.

7.6 Any inspection or tests carried out under sub-Clauses 7.3 and/or 7.4 above shall not in any way relieve the Supplier from any of his obligations under the Order or from those existing either at common law or by statute or any part hereof.

7.7 The Supplier shall allow right of access to the Purchaser, the Purchaser's customer and regulatory authorities to all facilities involved in the order and to all applicable records, if requested.

7.8 The Supplier shall retain Quality Records for a period as specified on the Order. If not specified in the Order, records shall be retained for a minimum of 5 years (Hardcopy Format) and 15 years (Electronic Format).

8. QUALITY

8.1 Without prejudice to the Purchaser's statutory or regulatory rights or rights under these terms and conditions the Goods shall:

General Terms and Conditions (Purchasing)

- (i) Conform to the quality standards, description, drawings, design, test, specifications, process requirements, inspection / verification requirements / instructions, and/or other relevant technical data and/or references quoted in the Order and/or to any test samples / specimens submitted for approval, inspection, investigation or auditing to the satisfaction of the Purchaser.
 - (ii) Be of the very best design, materials and workmanship.
 - (iii) Be capable of any standard of performance specified in the Order.
- 8.2 In the event that the Goods or any part thereof fail to meet the specifications, standards, quality or samples as aforesaid, the Purchaser (without prejudice to any of its other rights) reserves the right to reject and/or return the Goods to the Supplier at the Supplier's expense and/or any other consequential costs.
- 8.3 In the event that the Goods or any part thereof fail inspection and/or testing the Purchaser (without prejudice to any of its other rights) reserves the right to charge the Supplier any costs incurred by the Purchaser for subsequent re-inspection and/or testing (if any) and/or any other consequential costs.
- 8.4 Any signature by or on behalf of the Purchaser on any delivery note will not signify acceptance of the quality of the Goods.
- 8.5 Nonconforming product already shipped - The Supplier must notify the Purchaser promptly of nonconforming product or processes discovered that may affect the product already delivered. Notification may be by any documented means (e.g. email, fax etc.) giving details of all products affected.
- 8.6 Nonconforming product contained at the Supplier - Unless the supplier can rework the product to drawing requirements, the Supplier must notify the Purchaser promptly of nonconforming product or nonconforming processes discovered that affects the product to be delivered, prior to shipment. Notification may be by any documented means (e.g. email, fax etc.) giving details of all products affected.
- 8.7 The Supplier shall obtain the Purchaser's documented approval for any nonconforming product / material that cannot be fully reworked to drawing / specification requirements.
- 8.8 The Supplier shall notify the Purchaser by any documented means prior to making any changes to product and/ or process definition, changes of suppliers, changes of manufacturing facility location, and where required, obtain the Purchaser's approval.
- 8.9 The Supplier shall flow down to all sub-tier suppliers the applicable requirements specified in the Order, including any special requirements, key characteristics or critical items, where required.

9. MATERIALS LEGISLATION

- 9.1 The Goods must conform to the latest version of the EU RoHS legislation and/or the Goods must not contain the substances banned under EU RoHS in a percentage by weight greater than specified in the latest version of the EU RoHS legislation, unless otherwise stated on the relevant Specification.
- 9.2 The Supplier must agree to provide a statement for EU RoHS (either specific to the Goods, or if applicable a general company statement) at the request of the Purchaser or a duly authorised agent or representative. Said statement to be returned in a prompt and timely manner.
- 9.3 The Goods must not contain any of the substances listed on the latest EU REACH SVHC list in any amount, unless agreed in writing between the Supplier and a member of the Legislation Team on behalf of the Purchaser.
- 9.4 The Supplier must agree to provide a statement for EU REACH (either specific to the Goods, or if applicable a general company statement) at the request of the Purchaser or a duly authorised agent or representative. Said statement will be requested every six months as the SVHC list is updated, and is to be returned in a prompt and timely manner.
- 9.5 The Supplier must be working towards achieving the use of Conflict-Free Minerals, as determined by the Responsible Minerals Initiative (<http://www.responsiblemineralsinitiative.org/>).
- 9.6 The Supplier must agree to provide a fully and correctly completed CMRT form to the latest version at the request of the Purchaser or a duly authorised agent or representative. Said statements will be requested every year, and is to be returned in a prompt and timely manner.
- 9.7 The Purchaser may request clarification on any statements supplied in accordance with the above materials legislations, and may also request further information to confirm compliance with any other international materials legislation.

10. DELIVERY

- 10.1 Time shall be of the essence of this Order.
- 10.2 Unless otherwise specified by the Purchaser, or agreed between the parties, supply of the Goods shall be effected by the Supplier at the Supplier's own risk and expense (including the risk of deterioration in the Goods necessarily incident to the course of transit) to the place and/or the date(s) specified in the Order.
- 10.3 In the event of the Goods not being delivered on the date(s) specified in the Order the Purchaser reserves the right to cancel the Order pursuant to Clause 14 and/or charge for costs incurred as a result.
- 10.4 The Purchaser shall be under no obligation to accept delivery of the Goods before the dates specified in the Order.
- 10.5 The delivery of the Goods shall be made to the delivery address as shown on the Order unless the Supplier is subsequently advised in writing by the Purchaser of a change of delivery address. In the event that the Supplier delivers the Goods to the wrong address, the Purchaser reserves the right to refuse to accept delivery at that address or to charge the Supplier for the cost of subsequent transfer.

11. COUNTERFEIT PRODUCT

- 11.1 The Supplier is expected to develop, implement and maintain effective methods and processes appropriate to their products to minimise the risk of introducing counterfeit parts and materials into deliverable products.

General Terms and Conditions (Purchasing)

- 11.2 In addition, the Supplier shall provide notification to recipients of counterfeit product(s) when warranted. If suspect counterfeit parts are furnished or found in any of the products delivered hereunder, such items will be impounded by the Purchaser. The Supplier shall promptly replace the suspected counterfeit parts with parts acceptable to the Purchaser.
- 11.3 The Supplier shall be liable for all costs relating to the removal and replacement of counterfeit parts, including without limitation Purchaser's external and internal costs of removing the counterfeit parts, of reinserting replacement parts and of any testing required by the replacement of Supplier's goods after counterfeit parts have been exchanged.
- 11.4 The Supplier shall be fully liable for all costs associated with the changing of parts, material handling and all other related costs.

12. PACKING

- 12.1 All Goods must be adequately packed for the mode of delivery and type of Goods at no cost to the Purchaser.
- 12.2 Each package must:
 - (i) Be accompanied by a readily accessible packaging note detailing the contents;
 - (ii) Conform to any applicable export and/or import regulations;
 - (iii) Quote the Purchasers Order Number;
 - (iv) Comply with all applicable requirements of the European Union's Packaging and Packaging Waste Directive (EU Directive 94/62/EC + Amendments).
- 12.3 The Supplier shall be held responsible for any damage incurred due to bad or insufficient packaging.

13. PURCHASER'S PROPERTY

- 13.1 The Supplier shall ensure that any drawings, data, goods, tools, materials, equipment or any other property provided by, through or on behalf of the Purchaser for use by the Supplier shall at all times be:
 - (i) Clearly identified and marked as being the property of the Purchaser, and;
 - (ii) Stored separately from any other property belonging to the Supplier or a third party.

14. PRICE AND PAYMENT

- 14.1 Prices shall remain as stated in the Order and shall not be subject to variations unless agreed in writing between the parties.
- 14.2 Prices quoted shall be exclusive of Value Added Tax but shall be deemed to be inclusive of any other form of purchase tax and/or import duties applicable from time to time unless the contrary is expressly stated or is clear from the face of the document on which the price is quoted. Value Added Tax at the appropriate rate where chargeable, shall only be paid by the Purchaser on receipt of a valid Value Added Tax Invoice.
- 14.3 Payment shall be made in accordance with the payment terms stated on the order (if any).
- 14.4 The period agreed for payment shall begin to run from the date of acceptance of the goods by the Purchaser or receipt of the invoice whichever is the later.
- 14.5 The Purchaser reserves the right to deduct from any monies due from the Supplier to the Purchaser in respect of materials supplied or services rendered by the Purchaser or any other sums due to the Purchaser from the Supplier.

15. TITLE

- 15.1 Subject to the provision of Condition 14.4 the property and risk in the Goods shall pass to the Purchaser on acceptance by the Purchaser of the Goods or (in the case of delivery by instalments) on the acceptance by the Purchaser of each instalment.
- 15.2 If the Supplier postpones delivery at the request of the Purchaser the property in the Goods shall pass to the Purchaser seven days after the date of receipt of notification from the Supplier that the Goods are due and ready for delivery or on such other date as may be agreed. The Goods shall nevertheless remain at the Supplier's risk until actual delivery has been completed.

16. CANCELLATION

Without prejudice to any other rights, the Purchaser reserves the right to cancel his Order for any reason and at any time upon giving the Supplier notice in writing. Save in the event of breach by the Supplier, a reasonable price will be paid to the Supplier for all work in process at the date of cancellation which is subsequently accepted by the Purchaser. The Purchaser shall not be liable for any other direct or indirect cost or loss to the Supplier because of consequential loss.

17. GUARANTEE

- 17.1 If, within 12 months from the goods having been put into service any defect in the goods shall be discovered or arise under normal use, attributed to faulty design, materials or workmanship, the supplier shall, without prejudice to any other rights or remedies of the purchaser promptly remedy the fact either by repair to the purchaser's satisfaction or replacement without charge to the purchaser.
- 17.2 The supplier shall not be entitled to reject any claim made in respect of any defect arising within the guarantee period on the basis that the purchaser failed to make the complaint during such period.
- 17.3 The provisions of this condition shall apply to replacement or repaired Goods effective from the date of putting into service of such replacement or repaired Goods, but shall not prejudice any of the Purchaser's rights resulting from any defects in the Goods.

General Terms and Conditions (Purchasing)

- 17.4 Where the parties agree a guarantee period in excess of 12 months, Clause 17.1 shall be deemed to be amended to provide for such longer period.

18. INSURANCE

The Supplier shall maintain adequate insurance to the full value of the Goods or any other Goods, tools, materials, equipment or any other property provided by, through or on behalf of the Purchaser for use by the Supplier whilst these are in the Supplier's possession or when the risk lies with the Supplier in accordance with clause 8.2 and 15.2 unless otherwise agreed between the parties.

19. INDEMNITY

- 19.1 The Supplier shall indemnify the Purchaser against the following:
- (i) Loss or damage or injury (including death) whatsoever and whenever arising, caused to the Purchaser or for which the Purchaser may be liable to any person, due to the negligence, or act or omission of the Supplier or the servants of agents arising from any alleged fault or defect (however arising) in the materials, workmanship or quality of the Goods manufactured by or for or supplied to the Supplier and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto.
 - (ii) All claims in respect of death or injury however caused to or by any of the employees, servants, agents or sub-contractors of the Supplier while on the Purchaser's premises in performance of this order.
- 19.2 The Supplier shall maintain adequate insurance against the liabilities in Condition 19.1.

20. REJECTION AND RESCISSION

- 20.1 If the Goods do not comply with the Order or any of the terms and conditions of the Order are breached or not complied with by the Supplier or it is in the Purchaser's opinion clear that the Supplier will be unable to perform its part of the Order, the Purchaser shall at its discretion be entitled (but not obliged) to treat the Order as repudiated or reject the Goods and/or rescind the Order (notwithstanding that title to the property in the Order may have passed) by giving written notice to the Supplier and the following conditions shall where appropriate apply.
- (i) The Purchaser shall return to the Supplier at the Supplier's risk and expense any rejected Goods or any Goods already delivered which by reason of non-delivery of the balance are not reasonably capable of use by the Purchaser or at its option may require the Supplier to collect the same, and;
 - (ii) The Purchaser may at its discretion require the Supplier either to restore or rectify the Goods to the satisfaction of the Purchaser and at the Supplier's expense to replace any Goods so rejected upon the same conditions as herein stated, and;
 - (iii) The Supplier shall be fully accountable to the Purchaser for any loss the Purchaser may have suffered arising from or out of such repudiation, rejection and/or rescission, and;
 - (iv) Any such repudiation, rejection and/or rescission shall be without prejudice to the accrued rights of either party.

21. STATUTORY AND OTHER REQUIREMENTS

- 21.1 Without prejudice to any other rights and remedies of the Purchaser, the Supplier warrants that:
- (i) The design, manufacture, construction, supply, use and quality of any Goods to be manufactured or supplied by it comply in all respect with any statute, statutory rule, order, directive or statutory licence, consent or permits which may be in force at the time;
 - (ii) The Goods and all supporting literature and documentation comply with all trade descriptions (within the meaning of the Trade Description Act 1968 and Consumer Protection Act 1987 or any statutory modifications or re-enactment thereof) applicable.
- 21.2 Where applicable and unless agreed in writing by the Purchaser, the Supplier warrants that the Goods have any necessary export or import licences and comply with all relevant government regulations.
- 21.3 The Supplier shall indemnify the Purchaser against all claims proceedings damages, losses expenses or liabilities the Purchaser may suffer or incur by reason of any breach or alleged breach of warranties contained in this condition.

22. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

- 22.1 Without prejudice to the Purchaser's other rights and remedies, the Supplier shall fully indemnify and hold harmless the Purchaser against any and all actions, claims, demands, proceedings, damages, costs, charges and expense (including without limitation legal fees and costs and consequential loss and damage resulting directly or indirectly at any time from the purchase, exploitation, marketing, supply or other use of the Goods) in respect of any alleged or actual infringement of any patent registered design, copyright or other intellectual property right ("Rights").
- 22.2 If at any time allegations or infringement of any Rights is made in respect of any Goods or in the Purchaser's reasonable opinion is likely to be made, then the Supplier, if it is able to do so and if the Purchaser shall first have consented (which so consent may be given or withheld at the Purchaser's entire discretion) may either:
- (i) Procure for the Purchaser the right to continue to use the Goods without infringing any Rights in any way or all ways in and for any or all purposes to which it dealt with or was dealing or intended to deal with the Goods prior to the allegation of the likelihood arising, or;
 - (ii) Replace the Goods with goods which do not infringe any right, so long as such replacement Goods shall be entirely compatible with and no lesser functionality than the allegedly infringing Goods and shall comply in all material respect with the Goods specification and provided that any such occurrence or recession as aforesaid shall not affect any other right or remedy of the Purchaser arising under the Agreement in respect of the loss or damage it has suffered.

General Terms and Conditions (Purchasing)

23. DOCUMENTATION AND INFORMATION

- 23.1 The supplier will supply the Purchaser (where appropriate) not later than the date of delivery or installation of the Goods:
- (i) Any operator's manuals, instruction manuals, list of recommended spares and other supporting literature in respect of the goods, and;
 - (ii) Sufficient information about the use for which the Goods have been consigned and have been tested, and;
 - (iii) Detailed information about any conditions or procedures required to ensure that, when put to use, the goods will be safe and without risk to health.
- 23.2 If the Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstance known to the Supplier which could adversely affect the lifespan of the Goods, the Supplier shall forthwith advise the Purchaser in writing of all such necessary and appropriate information relating hereto which such information shall, upon receipt by the Purchaser but not before, form part of the description of the Goods.

24. ETHICAL BUSINESS PRINCIPLES

- 24.1 The Supplier acknowledges and agrees that the Purchaser requires that the Supplier maintains a high standard of ethical conduct in all its dealings with the Purchaser.
- 24.2 The Purchaser's policy prohibits all employees from accepting gratuities, gifts, entertainment or other favours, as well as from engaging in any activities which create the perception of a conflict of interest, from any current or prospective Supplier.
- 24.3 The Supplier is encouraged to implement their own written code of conduct and to flow down their principles to the entities that furnish them with goods and services.
- 24.4 The Purchaser expects its Supplier to maintain effective programs to encourage their employees to make ethical, value-driven choices in their business dealings.
- 24.5 The Supplier shall comply with Harwin Policy HF-298 (Code of Business Conduct), available on the Harwin website.
- 24.6 The Supplier shall comply with Harwin Policy HF-299 (Slavery and Human trafficking), available on the Harwin website.

25. FORCE MAJEURE

- 25.1 The Purchaser shall not be liable to the Supplier for failure to accept delivery of the Goods resulting from any cause beyond the Purchaser's reasonable control including but not limited to any breakdown of plant or apparatus, fire, explosion, accident, strike or lockout.
- 25.2 If the Supplier fails to perform any part of this Order by reason of any event or cause specified in the preceding sub-clause then the Purchaser may at its discretion suspend or cancel the delivery of the Goods and/or performance of this order without any liability to the Supplier for payment.

26. ASSIGNMENTS

The Supplier shall not without the prior written consent of the Purchaser assign, transfer or sub-contract the Order, or any part thereof.

27. BANKRUPTCY OR LIQUIDATION

Without prejudice to its other rights the Purchaser will have the right forthwith to cancel the Order by notice in writing to the Supplier in the event that an interim Order is applied for or made, or a voluntary arrangement approved, or if a petition for a bankruptcy order is presented or a bankruptcy order is made against the Supplier, or if a receiver or trustee in bankruptcy is appointed to the Supplier's estate or (the Supplier being a company) a voluntary arrangement is proposed and approved, or an administration Order is made, or a receiver or administrative receiver is appointed of any of the Supplier's assets or undertaking or a winding up resolution or petition is passed or presented (otherwise than for the purposes of reconstruction or amalgamation), or if any circumstances arise which entitles the court or a creditor to appoint a receiver, administrative receiver or administrator or to present a winding up petition or make a winding up order or if the Supplier takes or so offers any similar or analogous action on account of debt.

28. WAIVER

Failure by the Purchaser to exercise or enforce any right conferred by this Order shall not be deemed to be a waiver of any such right, nor operate so far as to bar the exercise or enforcement thereof, or of any other right on any later occasion.

29. LAW AND JURISDICTION

This Order shall be governed and construed and interpreted in accordance with English Law. The parties hereby agree to submit to the sole jurisdiction of the English Courts in respect of any dispute arising out of or in connection herewith.

WHERE ANY SPECIAL CONDITIONS OF PURCHASE APPLICABLE TO THIS ORDER ARE THOUGHT TO BE IN CONFLICT WITH THESE GENERAL TERMS AND CONDITIONS OF PURCHASE, THE SPECIAL CONDITIONS SHALL PREVAIL.