

AISH TECHNOLOGIES LIMITED
CONDITIONS OF PURCHASE

1. Acceptance

In the case of goods delivered by the supplier not conforming with the contract whether by reason of being of quality or in a quantity measurement not stipulated or being unfit for the purpose for which they are required where such purpose has been made known to the supplier, the buyer shall have the right to reject such goods. The making of payment shall not prejudice the buyer's right of rejection.

2. Authority

The buyer shall not be liable for any order, order amendment or instruction to proceed with orders unless and until authorised or confirmed on the purchase printed order or amendment form.

3. Prices

Unless specifically agreed otherwise all prices shall be fixed and firm and not subject to any form of surcharge or variation.

4. Cancellations

Any time or period for delivery, despatch or completion shall be of the essence. The buyer shall also be entitled to cancel the contract or any part thereof and/or claim reimbursement for all losses and expenses suffered in the event:

- (a) The supplier fails either to deliver the goods or provide services in accordance with the terms of the contract,
- (b) The supplier fails to make progress with the order so as to jeopardise the purpose of the contract.

5. Sub-Contracting

The contract shall not be assigned nor sub-contracted either as a whole or in part without prior written consent of the buyer, except as is customary in the trade. The supplier shall remain as responsible for all work done, good supplied and the performance of the order.

6. Inspection and Progress

Buyer's representatives, the representatives of the buyer's customer, or his agent shall have the right to progress or inspect or witness inspection of goods at the supplier's work or the works of the supplier's sub-contractors at all reasonable times. Reasonable facilities shall be provided at the supplier's expense for the representative. Any inspection, approval or acceptance shall not relieve the supplier from any obligation nor does it imply acceptance of the goods.

7. Quality

In the absence of a specification or sample, all goods supplied shall be within the normal limits of industrial quality. The supplier shall be responsible for the adoption of controls and the performance of inspection, checking or testing as necessary to ensure compliance of goods with any specification, sample, drawing or condition of contract. Records of all such inspection shall be maintained and retained at the supplier's works and shall be made available to the buyer upon request.

8. Packing, Delivery and Marking

All goods supplied against the contract must be adequately protected against damage and deterioration in transit and delivered carriage paid, bearing the buyer's order number on the packages. Unless otherwise provided in the contract all containers and packing materials supplied by the supplier shall be considered non-returnable and their cost shall be included in the price. Rejected goods shall be returned at the supplier's risk and expense.

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All goods must be delivered at the delivery point specified in the contract. If goods are incorrectly delivered the supplier shall be held responsible for any additional expense incurred in delivering them to their correct destination. Where applicable, all Product must be shipped in ESD compliant packaging. Where any government, EU or other regulatory authority prescribes safety or quality regulations with which any Products must comply, the Supplier shall ensure compliance with such regulations.

Any materials purchased by Aish with Reduced Magnetic Signature (RMS) properties need to be handled and stored in accordance with QMS.HB.019 (Handling, Storage, Packing, Preservation and Delivery) Appendix A, this is available upon request if deemed to be relevant to items purchased on Aish Purchase order. Suppliers of RMS material must identify this material clearly on both Advice Notes and on packaging.

9. Passing of Property

The property and risk in the goods shall remain with the supplier until they are delivered at the point specified in the contract. The passing of title shall not prejudice the buyer's right to reject or any other right under the contract. Where advance or progress payments are made title but not risk shall pass to the buyer as soon as goods are allocated to the contract.

10. Payment

Inattention to the following details may mean delay in payment but no prompt payment discount shall be forfeited by the buyer on account of the supplier's failure:

- (a) To send with each consignment advice(s) or packing note(s), clearing indicating the buyer's order number and description of the goods, or
- (b) To send on the day of despatch invoice(s) indicating the buyer's order number and limited to one order number per invoice, or
- (c) To send a monthly statement of account quoting invoice numbers, or
- (d) To provide documentation required under the contract.

11. Suspension

In the event of any interruption of the buyer's business due to circumstances beyond the buyer's control such as but not limited to industrial dispute, fire or accident which would prevent or hinder the use of the goods the buyer shall have the right to suspend the order until such circumstances have ceased.

12. Confidentiality

The supplier shall treat all information provided by the buyer as confidential and use such information only for the purpose of performing the buyer's orders. Where drawings or other data are issued the supplier shall exercise proper custody and control and return/dispose of such in accordance with the buyer's instructions.

13. Tools and Materials

Where tools, tooling, equipment and/or materials are supplied by the buyer, the supplier shall preserve and maintain all in good condition and shall accept the risk of loss or damage. Any such tools, equipment, materials shall be used solely in connection with the contract and returned at the supplier's expense at the completion of the contract unless otherwise agreed by the buyer. Surplus materials shall be disposed of in accordance with the buyer's instructions. Waste materials or damage to tooling or equipment arising from negligence by the supplier shall be replaced or made good at the supplier's expense.

14. Defective Workmanship

The supplier shall keep the buyer indemnified in respect of all loss and or expense which results during the proper use directly or indirectly from defective materials, goods, workmanship or design by the supplier.

15. Conditions of Tender

No conditions submitted or referred to by the supplier when tendering shall form part of the contract unless agreed in writing by the buyer.

16. Insolvency

If the supplier becomes insolvent or makes arrangements with its creditors, or has a receiver appointed or commences to be wound up, the buyer may, without prejudice to any other of his rights, terminate the contract forthwith by notice to the supplier or any person in whom the contract may have become vested.

17. Law

The contraction validity and performance of the contract shall be governed by the law of England and subject to the exclusive jurisdiction of the English courts.

Definitions

- i) the term 'buyer' shall mean Aish Technologies Limited.
- ii) The term 'supplier' shall mean the person, firm or company to whom the purchase order is issued.
- iii) The word 'goods' includes all goods or services covered by the purchase order whether raw materials, processed materials or manufactured products.
- iv) The term 'purchase order' shall mean the buyer's purchase order which specifies that these conditions apply to it.
- v) The 'contract' shall mean the contract between the buyer and supplier consisting of the purchase order, these conditions and any other documents specified in the purchase order and amendments thereto.

18. Slavery/Human Trafficking

Seller hereby warrants that the production of materials incorporated into any Products sold or otherwise provided to Buyer and/or its subsidiaries must adhere to regulations prohibiting human trafficking and comply with all applicable local laws in the country or countries in which they operate.

Conflict Minerals Compliance

Seller agrees that it will provide Buyer with the information Buyer in its sole discretion deems necessary to comply with the requirements relating to disclosure and reporting obligations concerning the use of 'conflict materials'. The Seller will undertake due diligence on its supply chain and any other measures as necessary to obtain the information necessary for Buyer to comply with such requirements.

Quality Clauses

A) Certification

Each delivery made against this order shall be accompanied by a Certificate of Conformity verifying compliance with, and all deviations from, the conditions of the purchase order. All deviations must be notified to the buyer for formal acceptance prior to shipment of goods.

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B) MOD Activity

Goods may be subject to quality assurance activity at the supplier's works or that sub-contractors or suppliers, by the Ministry of Defence Quality Assurance Representative. ALL sales orders placed in support of this purchase order shall be in accordance with the requirements of the latest issue of Defence Standard 05-61 Part 1. A Certificate of Conformity is required.

C) Special Requirements

This purchase order is subject to the special quality requirements as identified in Form QA.001.007.

All material supplied against this purchase order shall be processed in accordance with a quality system capable of ensuring conformance to contract requirements. Where approvals are held to an internationally recognised quality management system, processing and release shall be in accordance with the requirements of the latest issue of that system.

D) Counterfeit and/or Suspect Work

Counterfeit and/or Suspect Work is rebuttably presumed to not be in conformance with the Purchase Order requirements. Seller agrees that only new and authentic materials will be used in Seller's Product or Work and that any delivered Product to Buyer contains no Counterfeit and/or Suspect Work. No other Item other than a new and authentic Item is to be used by Seller unless approved in advance in writing by Buyer.

Seller shall implement a procedure, applicable at all levels of supply, to control Counterfeit and/or Suspect Work and ensure that Counterfeit and/or Suspect Work is not being delivered or incorporated into any of Seller's Product or Work.

In this regard, Seller shall only incorporate Items that are sourced from Original Equipment Manufacturers ("OEMs"), Original Component Manufacturers ("OCMs"), and their respective authorized distributors. Deviations from this general standard must be approved in writing by Buyer. Seller must make available to Buyer, at Buyer's request, OEM/OCM documentation that authenticates the traceability of the Items to that applicable OEM/OCM. Purchase of Items from independent distributors is not authorized unless first approved in writing by Buyer's purchasing representative. Buyer's approval of Seller request(s) does not relieve Seller's responsibility to comply with all Purchase Order requirements, including the obligations of this Article.

If Seller becomes aware or suspects that it has furnished Counterfeit and/or Suspect Work in any form, Seller shall immediately notify Buyer in writing with the pertinent facts and Seller shall immediately: (1) provide OEM/OCM documentation that authenticates the traceability of the Items in question and a certificate of conformance evidencing compliance with the requirements of the Purchase Order; or (2) promptly replace the Counterfeit and/or Suspect Work with Items acceptable to Buyer at Seller's sole cost and expense. Seller shall also be liable for the costs associated with, but not limited to, costs of removing Counterfeit and/or Suspect Work, costs of reinstalling replacement Items, any testing required by the reinstallation of replacement Items, travel expenses, legal expenses, shipping costs, fines or penalties, labour, replacement Items and administrative expenses.