

AEROSPHERES (UK) LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

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

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

1. This Purchase Order represents an agreement between Aerospheres (UK) Limited, hereinafter referred to as "Aerospheres" and the Vendor shown on the face of the Purchase Order, hereinafter referred to as "Vendor". This Purchase Order shall not be binding on Aerospheres until accepted by the Vendor through formal response and Commitment Acceptance. For any such Purchase Orders not formally acknowledged by the vendor Aerosphere reserves the right to declare any PO, signal or instruction null and void at any time and without liability.
2. A Purchase Order is defined as, this document, either physically or in electronic form, any electronic Vendor Schedule (VS call off mechanism), linked to an agreed contract price, a Kanban signal or Vendor Managed Inventory (VMI) replenishment call off schedule, or similar electronic replenishment communications as may be employed.
3. Vendor shall deliver the full quantity of goods listed on the Purchase Order to Aerospheres at the address shown on the face of the Purchase Order.
4. Vendor shall not assign or subcontract any part of the goods without Aerospheres prior written consent except where demonstrable delegated authority to do so exists and is available through industry, customer or other recognised technical authorities, or under conditions as may be specified on the Purchase Order. Where work is sub-contracted Vendor shall ensure that requirements and conditions of the Purchase Order are flowed down to subcontractors. For the avoidance of doubt, any such delegation or specified conditions shall not affect the liability of Vendor to Aerospheres in relation to any sub-contracting it may undertake.
5. HEALTH & SAFETY: To protect employees and representatives of Aerospheres, where a substance, material or preparation is controlled under the latest revision to COSHH, CHIP & GHS regulations, a Material Safety Data Sheet must be sent in advance of the goods despatch to Aerospheres and must accompany the initial delivery.
6. Vendor shall ensure that the packaging used is adequate to protect the goods whilst in transit against damage of any kind. Such packaging must conform to customer specific specifications as may be required contractually or stipulated within this Purchase Order unless otherwise stated. Specifically packaging must conform to the current revision of ATA Specification No. 300.
7. Title and risk in the goods shall pass to Aerospheres after the goods have been received at the destination on the face of the Purchase Order unless expressly otherwise defined by separate agreement. This transfer will be without prejudice to Aerospheres right of rejection.
8. Time of delivery is of the essence of this Purchase Order and delivery is specified in line with Vendors acknowledged lead-time or last formally communicated lead-time provided by Vendor and formally accepted by Aerospheres. Without prejudice to any other remedy, any failure to deliver the goods in accordance with the Purchase Order shall entitle Aerospheres to cancel the Purchase Order in whole or part without any liability whatsoever in respect of the goods cancelled and to claim fair and reasonable damages against Vendor as a result of costs incurred by Aerospheres through resolution of supply or in respect of costs flowed down from its customer.
9. Should any such delay be attributable to Aerospheres or an event beyond the reasonable control of Vendor, then this will constitute an excusable delay and an adjustment to the contractual date of delivery shall be made. Any failure to deliver on the part of lower tier Vendors is specifically excluded as an excusable delay unless such lower tier Vendor shall have been subject to an event beyond their reasonable control. Furthermore, any failure or projected failure to deliver due to Vendors loss of relevant accreditation approval or authority to manufacture is specifically excluded as an excusable delay unless Vendor or its relevant sub-tier has been subject to an event beyond their reasonable control.
10. All release documents, advice notes and invoices shall bear the Purchase Order number or any additional information requested by specific clauses or specifications. Release documents and advice notes shall accompany the goods, specifically one copy on the outer container and one copy within the container. Invoices will be paid 30 days end of month in which goods were received by Aerospheres unless otherwise agreed in writing or specified within other contractual terms and conditions.
11. Aerospheres reserves the right to reject any goods which are faulty in design, quality or workmanship or which fail to satisfy the requirements of the Purchase Order, including packaging, documentation and completion of the order. Vendor shall inform Aerospheres as soon as it becomes aware of any reason why goods are faulty or are likely to fail or be faulty under the requirements of the Purchase Order. Aerospheres further reserves to itself, its customers and regulatory authorities, the right of access to Vendor's premises to check or review Quality, Technical or Manufacturing issues and any work in progress at any reasonable time and with due notice. Vendor must obtain Aerospheres approval in writing (such approval to be given or withheld at Aerospheres entire discretion) where applicable, prior to shipment of non-conforming products or changes in product and / or process definition which it proposes to make. Without prejudice to any other remedy. In the case of breakdown or failure of any description due to defective materials or workmanship, Aerospheres shall have the option of either replacing the goods or requiring replacement by Vendor, in either case entirely at the cost of Vendor, including shipping and all costs legitimately incurred by Aerospheres.
12. Vendor warrants that it has the legal right to transfer title in all goods supplied and that all such goods are free of any lien. Vendor warrants that all goods supplied shall comply with any statute, statutory rule, order or other instrument having the force of law applicable at the time of delivery. Vendor further warrants that all goods supplied will comply in all respects with the requirements of this Purchase Order, including conformance to relevant technical specifications, performance specifications, descriptions and samples where applicable and that all goods supplied shall continue to conform to same for a period of no less than 36 months after delivery, unless otherwise stipulated. Should any of the above warranties be breached Vendor shall repair or replace the goods at no cost to Aerospheres.

AEROSPHERES (UK) LIMITED

PURCHASE ORDER TERMS AND CONDITIONS

13. Unless otherwise advised on the Purchase Order all goods with a restricted shelf-life shall have a minimum of 75% of their shelf-life remaining from DOM (date of manufacture) at the time of delivery unless Aerospheres prior written approval is given. In addition, such items shall be supplied clearly identified on their packaging and release documentation with the relevant cure date, cure group, date of manufacture, shelf-life and / or time expired or 'use by' date. Aerospheres reserves the right to reject any product received with shelf-life below 75% unless expressly advised and accepted in advance. In such cases, the Supplier will be responsible for all return shipping costs.
14. Vendor shall maintain a Quality Assurance system suitable to support the delivery of Quality Assured goods to Aerospheres. Aerospheres reserves for itself, its agents, customers and regulatory authorities, the right to audit this system and / conduct Source Inspection at any reasonable and mutually agreed time. The specific release requirement is stated on the face of the Purchase Order.
15. Aerospheres reserves the right to request an amendment to this Purchase Order at any time. If such a request requires additional work to Vendor, an agreed equitable adjustment will be made to the price and / or the delivery schedule.
16. Aerospheres may at its absolute discretion cancel this order in whole or part at any time by giving written notice to Vendor. Should this right be exercised for any reason other than default by Vendor then Aerospheres shall pay the Vendor a reasonable price in respect of goods and materials purchased or made solely in support of this Purchase Order after due diligence has been established through the formal audit of all documentation and product, but shall otherwise be free from any liability. Such reasonable price will be reached through mutual agreement and in any case will not exceed the price which would have been paid had the order been completed.
17. Should Vendor fail to comply with any of the requirements of this Purchase Order Vendor shall be deemed to be in default. In this event without prejudice to any other remedy, Aerospheres reserves the right to cancel the Purchase Order without any payment whatsoever in respect of the goods cancelled and where appropriate to claim damages against the Vendor.
18. Without prejudice to any other remedy. Aerospheres reserves the right to cancel the Purchase Order summarily by written notice and without compensation if Vendor becomes bankrupt, has a receiving or administration order made against them or makes a composition or arrangements with or for their creditors or, being a Company passes a resolution that the Company be wound up or if circumstances occur entitling a person or the Court to appoint a Manager or Receiver to make a winding up order.
19. This transaction is confidential between Aerospheres and Vendor and neither party shall advertise either the transaction or any information gained from the other party as a result of the transaction without the prior permission of the other party, except that required for disclosure for the execution of the contract or Purchase Order.
20. All notices will be deemed to have been lawfully served if sent to either party at the address stated on the face of the Purchase Order by post, facsimile or email address nominated for correspondence.
21. In the event of any dispute, Aerospheres and Vendor shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the face of the Purchase Order but should be passed through levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution the matter shall be passed for arbitration in accordance with the Arbitration Act 1996. Any such arbitration shall take place in London. England.
22. Any failure by Aerospheres to enforce any right afforded it under the terms of this Purchase Order shall not constitute a waiver of its right to enforce such a right at a later date unless such failure is specifically granted in writing as a waiver of that particular right by Aerospheres.
23. Applicable laws will be the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines that apply to the provision of the Services.
24. The Vendor will have a system to identify any parts subjected to conditions of extreme stress, heat or environment and will prevent such material entering the supply chain without prior consent. Any such material that is supplied will have appropriately endorsed documentation.
25. Aerospheres is committed to conducting its business, including its partnerships with vendors, in compliance with the highest ethical and legal standards. Vendor therefore warrants all goods supplied against this P/O comply to all relevant regulatory requirements and laws, including, but not limited to: human rights, worker's rights, environmental controls, export compliance and REACH. They also further acknowledge that Aerospheres will not tolerate any form of bribery or corruption in any of its business activities.

Vendor agrees to the following and provide with each order:

- a. Manufacturer's C of C required with all Materials Supplied and C of A certified to the specification.
- b. Send the latest MSDS & TDS for the item ordered
- c. Order acknowledgement can be sent to purchasing@aerospheres.com and any further general questions relating to purchase order.
- d. EU / Reach MSDS required for all HAZ / DG Material
- e. Rights of access: Aerospheres (UK) Ltd, their customer, and regulatory authorities reserve the right of access to all facilities involved in the order and to all applicable records. Records of material traceability, test and inspection must be kept for any product supplied to Aerospheres for at least 7 years.
- f. The supply of alternative products / specifications of our issued product for this PO must have our agreement beforehand.
- g. Aerospheres must be notified of any nonconforming product, even after delivery.
- h. We reserve the right to reject any damaged/dented material we receive.
- i. Delivery address Unit 3, Barratt Way, Industrial Estate, Harrow, HA3 5TJ unless otherwise stated
- j. Aerospheres wish to make all supplier / vendors and subcontractors (external providers) aware of the need to;
 - Prevent the use of suspected unapproved, unapproved, and counterfeit parts.
 - Their contribution to product or service conformity.

AEROSPHERES (UK) LIMITED
PURCHASE ORDER TERMS AND CONDITIONS

- Their contribution to product safety; and the importance of ethical behaviour. which must be considered and acted upon accordingly in the supply of all goods and services.