

GENERAL TERMS AND CONDITIONS OF PURCHASE

UNUM AIRCRAFT SEATING LIMITED

0. General

Except only where expressly agreed otherwise by us in writing, every purchase shall be subject to these general terms and conditions (hereinafter called "Conditions") and by commencing work on this Purchase Order, you will be deemed to have accepted these Conditions which shall be deemed to supersede all prior representations, understandings, arrangements and agreements between the parties and save where the parties agree otherwise (by agreement of a separate Supplier Agreement) shall also be deemed to set forth the entire agreement between the parties in relation to the subject matter hereof.

1. Definitions

"Concession" approval to use or release a product or service that does not conform to specified requirements (e.g. released drawing) restricted to a limited quantity (e.g. production lot or batch) or period of time, and for a specific use.

"Drawing" or "Drawings" means engineering drawings uniquely identified by a combination of Drawing and issue numbers marked on the Drawing supplied by us and referenced on the Order.

"Goods" means any goods to be provided under the Purchase Order, including products and services.

"Production Permit" approval for you to depart from the originally specified requirements of a product or service prior to its realisation, given for a limited quantity of products and services or period of time, and for a specific use.

"Purchase Order" or "Order" means our purchase order in respect of any Goods, including products or services or any part of them.

"Warranty Period" means the period agreed between the parties after the Goods have been received or services have been performed under this Order.

"We" "our", "ourselves" "the company" means Unum Aircraft Seating Limited incorporated and registered in England with company number 12490023 whose registered office is at One, Kelvin Lane, Crawley, England, RH10 9EZ, England.

"You" "your" and "yourself" "the Supplier" mean any person or corporate entity which commences work pursuant to a valid Order.

2. Purchase Order and Authorisations

- a. We will not accept any liability for any Goods provided without an appropriately signed printed Order, quoting a valid Order Number and placed by one of our duly authorised representatives.
- b. No Order will be recognised by us unless it is on our official order form and signed by an authorised signatory (a list of authorised signatories on request).
- c. Failure by you to respond and acknowledge the Order within two (2) Working Days from the issuance, shall be deemed to constitute acceptance by you of the Order.
- d. You will flow down all requirements defined and included within the Order to your sub-tier suppliers.
- e. At our request, you will use our customer-designated or approved external providers (sub-tier suppliers), including process sources (e.g., special processes).

3. Warranties and Undertakings

- a. You will warrant, represent and undertake that the Goods:
 - i. Are free from defect in materials and workmanship and are of the best quality, material and workmanship;
 - ii. Conform in all respects with the applicable Order;
 - iii. Conform in all respects with the Drawing, Concession or Production Permit as advised by us to you from time to time and otherwise meets our requirements and be fit for the purpose;
 - iv. You will not make any changes to Drawings or specifications, unless such changes are formally requested in writing, accepted by us and confirmed by the issuance of a Concession or Production Permit, accompanied by an Order amendment or revision.
- b. You shall not substitute materials, parts or assemblies of any kind (including the use of "equivalent" materials) unless requested in writing by us and accompanied by an amendment, revision or change to the Order.
- c. You shall maintain a quality programme and management systems (described in Supplier Manual DCY.02.03.ME) that allows for the detection and prevention of non-conformance and provides for the correction of same in a reasonable and timely manner.

- d. You shall not ship or make any unauthorised repairs to Goods with the intent of delivering material that does not fully meet Order or product specification requirements. You shall notify us immediately if any aspect of the Goods or their constituent parts or materials render the products non-conformant to the Order, including the warranty terms stated above. In such an event you shall promptly make arrangements with us to review any non-conforming Goods parts or materials. Any such review shall take place entirely at our discretion and at a location to be agreed.
- e. You shall ensure that we are provided with all required facilities and access any non-conforming Goods, and that adequate processes and controls are in place at all times to establish and rectify the root cause of any non-conformance that occurs.
- f. You shall not provide Goods that are nonconforming, which may void the Order and we shall have no obligation to you arising from the voided Order.
- g. You shall adhere to the Supplier Code of Conduct in the Supplier Manual DCY.02.03.ME and all relevant legislation and applicable regulatory requirements, including though not limited to: Modern Slavery Act, GDPR, health, safety and environmental legislation (e.g. REACH and CLP), Forgery and Counterfeiting Acts.
- h. We reserve the right to disqualify you from Approved Suppliers List.
- i. You shall flow-down to your supply chain all applicable requirements including Supplier Code of Conduct and customer requirements as stipulated in the Order.
- j. If within the Warranty Period any defect in the provision of Goods shall be discovered or arise under normal use attributable to faulty design (save where the Goods are manufactured to our Drawings), materials or workmanship, you shall remedy the defect either by replacement, repair or re-provision of Goods at your own expense. You shall not reject any claim made in respect of any defect arising within the Warranty Period on the basis that we failed to make the complaint during such period.
- k. The provisions of this Clause shall apply to Goods so replaced, repaired or re-provided and shall be effective from the date of such re-provision, replacement or repair.
- l. Notwithstanding the above, the replacement, repair or re-provision of Goods in the Warranty Period shall not prejudice any of our rights against you resulting from such defects, faulty design, materials or workmanship in the Goods.

4. Inspection

- a. Prior to delivery of any Goods to be provided under the Order, you shall inspect and test the Goods for compliance with the Order and in assessing their fitness for use, we shall be deemed to rely on your skill and judgement, save where the Goods are manufactured to our Drawings.
- b. You shall supply certified copies of records of such inspection and tests free of charge. You will grant to us or our nominated representatives a right of access at all reasonable times for the purpose of auditing, approvals, checking progress and carrying out or witnessing tests and/or inspection procedures. Such tests and inspection as we may carry out shall not in any way diminish, affect or impair your obligations.
- c. At our request, you will provide test samples for design approval, inspection / verification, or auditing.
- d. At our request, you will provide instructions for product acceptance and information on statistical techniques used during the process for our acceptance.

5. Tooling

- a. All tools, jigs, dies, fixtures, moulds, patterns, plant or other equipment (hereinafter called "Tooling") supplied or paid for in full by the terms of an Order, will remain our property.
- b. All tooling shall be maintained and kept in good repair and replaced when necessary by you at your cost and shall not be used by you other than for our benefit, without our prior written consent.
- c. You undertake not to sell or dispose of or agree to dispose of any of our tooling or create or allow to be created by lien charge or other encumbrances over such tooling.
- d. You are obligated to maintain a list of our owned assets under its control. From time to time, we will request a confirmation of assets under your control including serviceability and general condition.

6. Packaging and Shipping

- a. You shall use best commercial practice to prepare and package all Goods to prevent damage, deterioration, corrosion and other risks during transportation and storage, unless otherwise specified in the Order.
- b. You shall use of environmentally, economically viable and re-usable packaging that is in no way detrimental to the integrity of the Goods supplied.
- c. It is your responsibility to collect returnable packaging.
- d. If the Goods are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to you which would adversely affect the life-span of the Goods, you are required to provide all such necessary technical data and appropriate information in writing prior to and at the point of delivery of the Goods.

7. Delivery

- a. Time for the delivery of the Goods under the Order shall be of the essence On Time and In Full (OTIF) against the dates stipulated within the Order.

- b. The acceptable OTIF window will be zero (0) days early or late unless otherwise agreed. Your OTIF performance will be measured monthly using this base as a method of calculation.
- c. Unless otherwise specified by us, delivery of the Goods shall be effected by you at your own risk and expense (including the risk of deterioration in the Goods necessarily incident to the course of transit) DDP Delivered Duty Paid (Incoterms 2010) at the place specified on the Order.
- d. In the event of the Goods not being made available on the date(s) specified in the Order, you are required to notify us of any delay(s) to the previously agreed delivery date(s) including the reasons for the delay and mitigating actions to ensure prompt delivery, not less than two (2) working days prior to the scheduled date.
- e. We retain the right to turn away deliveries that do not have prior approval.
- f. We retain the right of cancellation of the Order pursuant to Clause 16.

8. Rejection and Poor Quality

- a. If the Goods do not comply with the Order and these Conditions are broken or not complied by you or it is clear that you will be unable to perform your part of the Order, we shall be entitled to reject the Goods and/or rescind the Order (notwithstanding that the property in the Goods may have passed) by giving written notice to you and the following provisions shall where appropriate apply:
 - i. A Non-Conformance Report (NCR) will be provided by us, you are required to arrange for the prompt collection of the rejected Goods within five (5) working days of notification.
 - ii. Failure to abide by this requirement may result in the return of the rejected Goods at your risk and expense. We will recharge delivery fees at Cost + 15% for handling and administration.
 - iii. We may, at our discretion, require you either to replace or rectify the Goods to our satisfaction and at your expense.
 - iv. You will issue us with a credit note promptly for any money paid by us in respect of rejected Goods.
 - v. If your defect causes our finished product to be reworked or scrapped, all charges incurred will be your responsibility.
 - vi. We reserve the right to charge back our labour expenses incurred as a result of your poor quality. If our labour is required for sorting suppliers parts or other activities to maintain production or keep it from defective components, you will be charged at an hourly labour rate. We also reserve the right to recharge delivery fees to you at cost +15% for handling and administration.

9. Payment

- a. Unless otherwise agreed, payment for Goods provided pursuant to the Order shall be made within 60 days of the date of the invoice, providing that the invoice(s) has been submitted to the accounts payable function at the address stated at the top of the Order together with all supporting information required by us to support each respective invoice.
- b. You are required to provide unique invoices for each and every Order unless otherwise agreed in writing. Consolidated invoices linked to multiple Orders are not acceptable.
- c. Invoices submitted without a valid Order number, poorly constructed, vague, incomplete or for additional Goods above the value of the original Order, will be rejected and not processed.
- d. Notwithstanding the above, if there is a disagreement in respect of invoice not matching the original Order, payment for that portion of the invoice will be delayed until resolved.

10. Passing of Title and Risk

- a. Title in the Goods shall not pass to us until payment has been made. Risk in the Goods shall pass upon the successful acceptance of the delivery or (in the case of delivery by instalments) on the accepted delivery of each instalment.

11. Force Majeure

- a. We shall not be liable to you for failure to accept delivery of the Goods resulting from any breakdown of plant or apparatus, fire, explosion, accident, strike, lock-out or any other event or cause beyond our control.
- b. If you fail to perform any part of this Order by reason of any event or cause specified in the preceding sub-clause, we may temporarily suspend the delivery of the Goods under this Order, without any liability to you for payment.

12. Statutory Rights

- a. It is a condition of this Order that the provision of Goods under this Order comply and will continue to comply, with the provisions and requirements applicable to the design, manufacture, supply and use of the Goods and the provision of services hereunder (whether expressly or by implication) of any statute, statutory rule, order, directive or regulation in force at the time of delivery.
- b. The Goods and all supporting literature and the provision of services shall conform with all descriptions (within the meaning of the Trade Descriptions Acts 1968 and 1972 or any statutory modification or re-enactment thereof) applied thereto by you.

- c. You will supply where appropriate, save where the Goods have been manufactured to our Drawings and not later than the date of delivery or installation of the Goods, operator's manuals, instruction manuals, lists of recommended spares and other supporting literature in relation to the Goods, together with adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that, when put to that use, the Goods will be safe and without risks to health.

13. Insurance and Indemnity

- a. You will hold, maintain and on request provide evidence of insurance being in force to cover the full value of any Goods, tools, materials, or other property provided by or through us to you in connection with the Order, whilst they are in your possession and/or control.
- b. You will indemnify us against any and all liability, loss, damages, claims, costs and expenses howsoever arising in connection with the following;
 - i. Injury to any person or damage to any property arising from the provision of the Goods other than in accordance with the Order and these Conditions or otherwise arising from your negligence;
 - ii. Any breach by you of any statutory duty;
 - iii. If you or any of your servants or agents cause or suffer any injury or damage whilst on our premises in performance of this Order;
 - iv. If you fail to comply with any statute, statutory rule, order, directive or regulation under Clause 17;
 - v. You warrant that neither the provision nor the use of the Goods will infringe any intellectual property right of any third party; and
 - vi. You agree that you will indemnify us against any claims, liabilities and expenses incurred as a direct or indirect result of a claim that the supply of any Goods or the possession or use thereof infringes the intellectual property rights of any third party.
- c. You shall hold any insurance monies payable under this Clause in trust for us.

14. Amendments

- a. No variation or amendments to these Conditions shall be binding unless made in writing and signed by a Director of ours (a list of authorised signatories on request).

15. Audit

- a. We reserve the right to carry out due diligence and audits of our supply chain to assure performance of, and compliance with, our requirements in the Order and these Conditions.

16. Termination of Order

- a. Without prejudice to any other rights, we shall have the right to terminate the Order:
 - i. In the event of breach or non-observance of these conditions by you.
 - ii. The Order in whole or part at any time by giving you notice in writing where upon all work on the Order relevant to the termination instruction given shall be discontinued.
 - iii. In the event of termination, we shall pay a fair and reasonable price for all work in progress at the time of termination and you shall afford us every assistance to ascertain the extent of such work in progress and you shall submit a claim within 1 month (30 days) of such termination after which time claims will only be met at our sole discretion.
 - iv. After termination occurs you shall do everything reasonably possible to mitigate any further expenditure under this agreement without approval from us.
 - v. In the event of termination for any reason we shall not be liable for loss of or anticipated loss of profits or any indirect or consequential loss whatsoever.

17. Confidentiality

- a. This Order and the subject matter thereof shall be treated as confidential between the parties and shall not be disclosed or publicised to any third party for any reason without our prior written consent.
- b. You will not use our name or other identity for advertising or publicity purposes without our prior written consent.
- c. You will not copy, publicise or without permission make available to any third party any Drawings, patterns, tooling of any kind, written instructions, specifications and other technical papers, supplied by us or produced by you at our cost for the purposes of this Order, and the same shall remain our property and must be returned to us on demand free of charge.

18. Patents

- a. You will indemnify us against any and all liability, loss, damages, claims, costs and expenses arising out of any claim in respect of any infringement or alleged infringement of any patent, trademark, registered design or copyright or other proprietary rights whether in the United Kingdom or elsewhere resulting from the design, manufacture, use, supply or re-supply of the Goods and the provision of services under this Order,

save where such claim arises from Goods supplied made or produced to designs wholly defined by our engineering Drawings as specified in the Order.

19. Bankruptcy or Liquidation

- a. If you shall become bankrupt or have a receiving order or administration order made against you or shall make any composition or arrangement with or any conveyance or assignment for the benefit of your creditors or shall purport so to do or shall have any application made against you under any Bankruptcy Act, or (being a company) if any resolution shall be passed, or an order of the Court be made that you be wound-up (save for the purposes of solvent reconstruction or amalgamation) or a receiver or manager be appointed by any creditor or any act shall be done which would cause any of the foregoing to be done, we shall be entitled to terminate the Order immediately by written notice to you but without prejudice to any other right or action which we may have at the date of such notice.

20. Severability

- a. Each clause, paragraph and subparagraph of these Conditions is severable, and if one or more of them are declared invalid, the remaining provisions of the Order will remain in full force and effect.

21. Survivability

- a. All of the provisions of these Conditions shall survive the termination (whether for convenience or default), suspension or completion of the Order unless they are clearly intended to apply only during the term of this Order.

22. Waiver

- a. No omission or delay by us in exercising any of our rights will be treated as a waiver thereof, nor will any single or partial exercise of a right preclude any other or future exercise thereof or any exercise of any other right and a waiver of a right on one occasion will not constitute a waiver of such right in the future.

23. Third Party Rights

- a. A person who is not a party to the Order shall have no rights under the Contracts (Rights of Third Party) Act 1999 to enforce any term of these Conditions.

24. Law and Jurisdiction

- a. The Order shall be under the exclusive jurisdiction of the English courts and will be governed by and interpreted in accordance with the Laws of England.

Clauses 25 to 29 inclusive apply only to Goods intended by us for use in the production of approved products under the scope of our Civil Aviation Authority ("CAA") Part 21 Production Organisation Approval ("POA"). Such items are identified on our Orders either by the inclusion of our part numbers (which follow the format XXXXX-XX-XX or XXXXX-X or similar where the character "X" is a number) or by the words "for POA use".

25. Part Marking, Inspection and Delivery Documentation

- a. All Goods shall be indelibly marked or bagged and labelled as agreed with us in writing with the part number, batch number and issue number of the relevant Drawing (as set out on the Order) and your manufacturing batch number.
- b. You shall maintain a record of the appropriate inspection of the Goods, to verify adherence with the Order and associated drawings.
- c. Delivery documentation consist of, as applicable:
 - i. Delivery Note stating Unum PO number and special processes applied to the Goods.
 - ii. Release certificate – CofC or EASA Form 1 / CAA Form 1 / FAA 8130 as stipulated under your approval.
 - iii. First article qualification documents – FAIR, PPAP and Material Declaration form as required by Supplier Manual DCY.02.03.ME.
 - iv. Material certificate or material test report from a test laboratory for raw materials.
 - v. Safety Data Sheet (SDS) for delivered chemical products (substances and mixtures).
- d. The Certificate of Conformance shall include as minimum information required by the Supplier Manual DCY.02.03.ME.
- e. Goods delivered to us missing the appropriate delivery documentation will be quarantined.

26. Record Keeping, Material Traceability and Reporting

- a. You shall for a period of seven (7) years from the date of delivery to us:
 - i. Keep and maintain (and back up in the case of computer records) adequate records so as to be reasonably protected from fire, smoke or water damage to facilitate the traceability of each

delivery of Goods from its delivery note number, to its CofC, to the manufacturing batch and associated inspection records and to the raw material certificates, delivery notes and identities of your supplier(s) of such raw materials. Upon expiry of 7-year term you shall offer us the opportunity to collect such records from you prior to their destruction.

- ii. Agree to provide full details of such records to us within five (5) days of receipt of written notice or in exceptional cases relating to an airworthiness investigation within one (1) working day.
- iii. You agree to allow and to cooperate with our reasonable requests to audit your manufacturing and record keeping, up to and including site visits with proper airworthiness authorities and/or our customers for the conduct of quality audits to review the manufacturing and record keeping systems or to verify the methods of manufacture or process, inspection and final release, and to obtain similar rights of access to any sub-contractors or their approved sub-contractors.

27. Changes to Process, Organisation, Assignment and Sub-contracting

- a. You will not change the manufacturing process, manufacturing location, suppliers/sub-contractors, raw materials or proportions of raw materials used in Goods delivered to us under the Order.
- b. You are required to make your request in writing with the details of the proposed changes at least ninety (90) days before its implementation.
- c. No changes will be accepted unless we agree to the change in writing.
- d. We retain the right to re-qualify any parts due to any above-mentioned change or failure to notify us in the event of a change.
- e. You will be liable for all losses and damages that we may suffer if you do not comply with this Clause.
- f. At our request, you will provide samples of Goods produced with the proposed change to test in our manufacturing process prior to its shipment.
- g. You shall not without our prior written consent, assign, transfer or sub-contract the Order or part of the Order (including plating/finishing) to any third party.
- h. Where you use sub-contractors, you must first seek our consent in writing, notwithstanding our consent you are responsible for assessing their competence and for ensuring continued adherence to your quality standards and relevant specifications.
- i. You are responsible for the timely and effective flow down of any notices, changes or variations to our Orders and Conditions to any sub-contractors.

28. Intellectual Property

- a. You acknowledge and agree that all Intellectual Property Rights in any of our Drawings are owned by (or licensed to) us and shall continue to be owned by (or licensed to) us.
- b. You acknowledge that the Drawings are licensed to you on the basis of a personal, non-transferable and non-sub-licensable licence for you to use solely for the purposes and to the extent necessary for the purposes of performance of the Order and that such licence is terminable at will by us at any time.
- c. You are not permitted (without our prior written consent) to make any copy of any such Drawings.

29. On-going Failure Reporting

- a. You will inform us immediately upon discovery of any failure, malfunction or defect in any raw material used in Goods production, part, process or article produced and already delivered to us and any occurrences of counterfeit or suspected counterfeit parts used.