

HC-F07-03-06 Hadleigh Castings Limited General Terms and Conditions of Purchase

In these General Conditions the following expressions shall have the following meanings:

“CONTRACT” means these conditions and any special conditions contained on an ORDER.

“EVENT OF FORCE MAJEURE” means in relation to either PARTY any circumstances beyond reasonable control or foreseeable control of that PARTY which results in or causes the failure of that PARTY to perform any of its obligations under the CONTRACT (including without limitation any acts or omissions by the Government or government agency (whether or not declared), acts of God, fires, floods, explosions, earthquakes, war insurrections or riots).

“GOODS” means those goods or services described in the ORDER, or associated documentation.

“INTELLECTUAL PROPERTY OR SERVICES RIGHTS” means all rights in inventions, patents, designs, utility models, trade and service marks, trade names, whether registered or not, copyright, databases, trade secrets, know-how, software, discoveries, improvements, concepts, models, drawings, secret formulae and processes and all rights to confidential or proprietary information and all other rights of a similar nature throughout the world including all applications for any such protection and rights to apply for any of the same.

“ORDER” means any Order issued by the PURCHASER relating to the GOODS and/or SERVICES.

“PARTY” means a party to the CONTRACT and any successors in title or permitted assigns. PARTIES shall be construed accordingly.

“PURCHASER” means the company Hadleigh Castings Limited and authorised signatory representing the company placing an order for labour, materials, goods of any kind or sub-contract services to Hadleigh Castings Limited or any of its

“SERVICES” means those services described in the ORDER.

“SUPPLIER” means any person, partnership, company or other body which has been approved or is in the process of leading to approval to supply labour, materials, goods of any kind or sub-contract services to Hadleigh Castings Limited or any of its associated or subsidiary companies.

1. SCOPE OF CONTRACT

- 1.1 These general conditions of purchase relate to the supply of any labour, materials or sub-contract services provided by an approved supplier to Hadleigh Castings Limited.
- 1.2 The CONTRACT does not constitute a CONTRACT for the exclusion of the GOODS or SERVICES and the PURCHASER reserves the right to contract with other suppliers of such GOODS or SERVICES. The PURCHASER shall purchase GOODS and/or SERVICES with an ORDER.
- 1.3 Any ORDER or other purchasing documentation issued by the PURCHASER shall be deemed to incorporate these conditions unless otherwise expressly stated in the ORDER.
- 1.4 The CONTRACT shall override any terms and conditions stipulated or referred to by the SUPPLIER in any order letter or negotiation prior to and throughout the duration of the CONTRACT and supersedes any prior conditions agreed between the PARTIES provided that nothing in this Condition 1 shall exclude liability for fraudulent misrepresentation.
- 1.5 These conditions relate to the whole of supplies provided by the SUPPLIER and do not relate or are restricted to any specific order number.

2 SUPPLIERS WARRANTY

2.1 The SUPPLIER warrants that:

- (a) It will provide GOODS of satisfactory quality and fit for purpose free from any defects in design material and workmanship and will correspond to any specification or sample.
- (b) Maintaining high ethical standards throughout the entire supply process, (including ensuring such standards are also maintained throughout the Suppliers own supply chain,) are a permanent prerequisite of all Providers to the Purchaser. Accordingly all SERVICES will be provided with due care and diligence and using appropriately qualified personnel including supervision, for the supply of the GOODS and/or proper execution of the SERVICES.
- (c) The supplier's role in product conformity and contribution to product safety is their responsibility, the PURCHASER will flow down the required information to the SUPPLIER to allow this to be achieved, and this will be in the form of [but not limited to] drawings, specifications and 3d data.
- (d) The SUPPLIER will ensure that no counterfeit parts are passed to the PURCHASER. If counterfeit parts are supplied these will be held at PURCHASER'S premises and destroyed to prevent re-entry into the supply chain.

The SUPPLIER shall ensure that the PURCHASER receives the benefit of any manufacturer's guarantees in respect of any GOODS transferred to the PURCHASER.

Unless otherwise agreed in writing by the PARTIES the GOODS shall be delivered and the SERVICES performed duty free of all taxes and liens or other charges of whatsoever kind and all GOODS shall be supplied free from any reservations of title.

3. LIABILITY FOR DEFECTS OR NON-CONFORMANCE

GOODS shall be delivered complete with all instructions, warnings and other data necessary for safe and proper operation. GOODS or SERVICES which do not comply with all of the above shall be considered to be defective.

- 3.1** If at any time during 12 (Twelve) months after acceptance of the GOODS or performance of the SERVICES it is discovered that the GOODS or SERVICES or any part thereof are defective in any way the SUPPLIER shall promptly and at its own expense repair re-perform or replace the defective GOODS or SERVICES.
- 3.2** The PURCHASER shall within a reasonable period of time after any defect is discovered notify the SUPPLIER in writing. This notice shall contain a description of how the defect manifests itself.
- 3.3** If for any reason the SUPPLIER knows that, or is uncertain whether the GOODS or SERVICES to be supplied may or will not conform to the SPECIFICATION, it must immediately inform the PURCHASER in writing giving full details of the known or possible defect. Further the product shall not be delivered, but any proposal for re-work or repair must be submitted in writing using the SUPPLIERS standard documentation, requesting a concession for such work. The PURCHASER will respond using its own standard documents, and either rejecting the concession request or accepting it with or without additional conditions, ONLY repair work authorised in this way may be carried out. Upon delivery, the accompanying documentation MUST include the reference number of any such concession AND any part(s) which have been completed under a concession MUST be clearly marked and identifiable to the appropriate concession reference number. Any change to, or deviation from the purchasing specification must also be the subject of a concession request and response as defined in this clause.
- 3.4** The SUPPLIER shall notify the organization of changes in product and/or process, change of suppliers, changes of manufacturing facility location and, where required, obtain organisation approval and flow down to the supply chain the applicable requirements including customer requirements.
- 3.5** Repair shall be effected at the SUPPLIER'S place of business unless the PARTIES agree that the defective part, GOODS or SERVICES shall be repaired at the PURCHASER'S place of business.
- 3.6** The SUPPLIER shall be obliged to carry out and bear the costs of dismantling and re-installation of defective GOODS.
- 3.7** Transport of parts, plants, equipment and materials and labour to and from the PURCHASER'S place of business or the SUPPLIER'S shall be to the SUPPLIER'S account and risk.

- 3.8** Defective GOODS, which have been replaced by the SUPPLIER, shall be placed at the disposal of the SUPPLIER and shall be his property.
- 3.9** Should the defect be of such nature that its repair or re-performance cannot be postponed and the SUPPLIER has failed to remedy the defect, the PURCHASER may undertake the repair or re-performance itself or engage a third party to do so on its behalf. Any such repair undertaken by the PURCHASER or a third party shall not affect the SUPPLIER'S liability under the CONTRACT and shall be undertaken at the SUPPLIER'S cost.
- 3.10** The PURCHASER shall have the right to deduct any such direct or indirect costs it may have incurred from any monies due from the PURCHASER to the SUPPLIER.
- 3.11** The SUPPLIER shall be liable only for defects which appear under the condition of operation or performance provided for in the CONTRACT and under proper storing, installation, maintaining and operation of the GOODS or plant in accordance with the SUPPLIER'S recommendation. Provided such recommendations have been provided to the PURCHASER. The SUPPLIER shall not be liable for fair wear and tear or deterioration arising from use.

4. INCLUSIONS IN CONTRACT

The CONTRACT includes the supply of all plant, equipment and materials, labour, supervision, transportation and handling and all other items of whatever type and nature necessary for the proper execution of the CONTRACT. The PURCHASER shall have the right to assign and re-assign the CONTRACT, such right to be exercised by written notice to the SUPPLIER.

5. CONTRACT PRICE

The price of the CONTRACT shall remain fixed and firm, as a maximum price, and is inclusive of all other taxes, imports and fees for the duration of the CONTRACT unless otherwise agreed in writing between the PARTIES.

6. PAYMENT

- 6.1** The PURCHASER will pay the SUPPLIER for goods or services properly delivered and completed, after submission of a valid invoice within 60 days of the end of the month in which the invoice is delivered. If any invoice is disputed, only the undisputed part may be paid by the PURCHASER, at its own discretion, until the dispute is resolved.

6.2 Progress payments will not be made.

- 6.3** Should the Purchaser receive any counterfeit goods, (advertently or inadvertently) after disposal in accordance with clause 2d, no payment will be made for the supply of such defective goods, and the Purchaser will seek financial redress should any payment have already been made inadvertently,

7. VARIATION OF THE CONTRACT

Any variation to the CONTRACT must be agreed by the PARTIES and in writing.

- (a) The SUPPLIER shall accept any reasonable variation in scope, specification, quality or delivery requested by the PURCHASER. The price shall be adjusted to reflect the variation having regard to the rates and prices used in the contract or where these are not relevant, to what is fair and reasonable.
- (b) The SUPPLIER undertakes to the PURCHASER that it will not at any time during the term of this contract vary the processes of or materials used in the manufacture of the goods without prior written consent of the PURCHASER, such consent not to be unreasonably withheld or delayed. In giving such consent the PURCHASER will be relying on the SUPPLIER'S advice, skill and expertise and such consent shall not relieve the SUPPLIER of any liability for defects.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 The INTELLECTUAL PROPERTY RIGHTS Relating to the SERVICES or their performance, the GOODS or their manufacture arising out of the performance of the CONTRACT shall vest in the PURCHASER unless otherwise specifically agreed in writing by the PURCHASER and the SUPPLIER undertakes at its cost to do all acts and things (including execution of documents) as the PURCHASER deems necessary to vest such INTELLECTUAL PROPERTY RIGHTS in the PURCHASER.

8.2 All information and know-how including drawings, specifications and other data provided by the PURCHASER in connection with the contract shall remain at all times the PURCHASER'S property and may be used by the SUPPLIER only for the purpose of performing the contract. The SUPPLIER shall keep the information and know-how confidential and shall return them to the PURCHASER upon request.

8.3 The SUPPLIER shall neither quote nor supply parts made with the PURCHASER'S tools programmes or materials, or to the PURCHASER'S patterns, drawings, specifications or designs, to the third party without the PURCHASER'S prior written consent.

9. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

The SUPPLIER warrants that the GOODS and SERVICES will not infringe the INTELLECTUAL PROPERTY RIGHTS of any third party the SUPPLIER shall be liable for and shall indemnify the PURCHASER against all losses, liabilities, actions, claims, costs and expenses (including legal costs and expenses) which is suffered by the PURCHASER as a result of the infringement or alleged infringement of any third party INTELLECTUAL PROPERTY RIGHTS.

10. LIABILITY

The SUPPLIER shall be liable to the PURCHASER for all losses, liabilities, actions, costs and expenses (including legal costs and expenses) of whatever nature suffered by the PURCHASER resulting from the negligence, breach of contract or statutory duty

caused by the acts or omissions of the SUPPLIER, its employees, sub-contractors or agents in their performance of the CONTRACT or in connection with any defect in the GOODS or SERVICES. This condition shall continue in force notwithstanding termination for any reason of the CONTRACT.

11. INSURANCE

The SUPPLIER shall at its own cost insure with a reputable insurance company against all loss and damage to property and injury to persons (including death) caused by its negligence, acts or omissions or by those of its employee, sub-contractors or agents and against all actions claims demands, penalties, costs (including legal costs) and expenses in respect thereof and on request provide evidence of insurance cover complying with this condition.

12. CONFIDENTIALITY

Each PARTY agrees to treat as confidential and not to use or disclose to any third party any information disclosed by one PARTY to other PARTY in connection with the CONTRACT without prior written consent of the disclosed PARTY and only to use such information to the extent reasonably necessary for the proper performance of the CONTRACT.

13. FORCE MAJEURE

If the SUPPLIER is unable to carry out any of its obligations under the CONTRACT due to an EVENT OF FORCE MAJEURE and the EVENT OF FORCE MAJEURE continues for a period of more than one month (or such longer period as may be agreed in writing by the PARTIES) then the PURCHASER may terminate CONTRACT or any part thereof forthwith.

14. DATE OF DELIVERY OF PERFORMANCE

14.1 The dates for completion of the SERVICES and/or delivery of the goods shall be specified in the ORDER or as otherwise agreed in writing between the PARTIES. Time shall be of the essence of the CONTRACT unless otherwise stated. GOODS shall be delivered to the PURCHASER and packaged to protect from damage in transit and subject to Incoterms 2000, Delivered Duty Paid (DDP).

14.2 Any delivery driver relating to GOODS or SERVICES or any other person driving a motor vehicle or piece of plant or equipment on the PURCHASER'S site will comply with all safety or other instructions issued by any PURCHASERS Representative or instruction on signs.

14.3 The SUPPLIER shall notify the PURCHASER if any performance is likely to be delayed beyond the specified date. Failure by the SUPPLIER to notify the PURCHASER of any likely delay shall entitle the PURCHASER to terminate the CONTRACT or withdraw the order without liability in respect of the contract and without incurring any need for

compensation as a result of any losses resulting to the SUPPLIER in any way whatsoever.

15. ACCEPTANCE, INSPECTION & TESTING

- 15.1** Unless otherwise provided for in the CONTRACT, acceptance shall take place after the PURCHASER has had a reasonable time to test and examine the GOODS and SERVICES.
- 15.2** All direct and indirect costs associated with loss or damage to any GOODS in transit shall be made good entirely at the SUPPLIER'S expense.
- 15.3** The PURCHASER is entitled to inspect and test the quality of the raw material used in the manufacture of GOODS and performance of the SERVICES and to inspect and monitor the manufacturing schedule together with all other applicable records and the progress of delivery or performance at the site of the SUPPLIER and its subcontractors and any other appropriate facilities, provided that the PURCHASER shall inform the SUPPLIER of the arrival of its representatives not less than 2 (two) days in advance. Such Representatives may also include Representatives of the PURCHASER'S customer, any representative of any Regulatory Authority (without notice) or any other properly interested third party authorised by the PURCHASER; this shall be at any level of the supply chain, involved in the order and to all applicable records.
- 15.4** Acceptance of our order together with all conditions herein, is deemed to have taken place immediately the SUPPLIER commences design, manufacture, delivery, start of invoicing or supply of the GOODS or SERVICES, or 10 days from the date of the order whichever is the earlier.
The SUPPLIER'S conditions of sale appearing on any printed acknowledgement quotation, tender, delivery note or otherwise, shall not apply.
- 15.5** The SUPPLIER shall give at least five working days' advance notice in writing of tests, and The PURCHASER and any properly interested third party authorised by the PURCHASER shall be entitled to attend the tests. The SUPPLIER shall provide the PURCHASER with such test certificates as the PURCHASER may reasonably require.
- 15.6** On request, the SUPPLIER shall provide details of the controls used during manufacture to include; traceability, inspection and test criteria, general process controls and details of the actual processes employed.

16. STATUTORY DUTIES, QUALITY AND HEALTH, SAFETY AND ENVIROMENTAL

- 16.1** The SERVICES shall be carried out with proper regard to all relevant health, safety and environmental matters including but not limited to the Health and Safety at Work etc. Act 1974 and the SUPPLIER shall observe and conform to all UK and EU statutory enactments, legislation and regulations and any by-laws and/or regulations of local or other authorities applicable to the GOODS and/or SERVICES from time to time. The SUPPLIER shall ensure that the ORDER is carried out in conformity with the quality requirements of its BS EN ISO 9001:2008 series registration. The cost of compliance shall be deemed to be included in the price of the CONTRACT. The SUPPLIER shall

adhere to the PURCHASER'S health, safety and environmental policy and procedures and safety rules applying at the site where the SERVICES are to be carried out.

- 16.2** For any SERVICE provided upon the premises of the PURCHASER, the SUPPLIER will maintain full responsibility for ensuring that all work related to that SERVICE is properly SUPERVISED and that the nominated Supervisor shall accept instructions (including those referring to the SUPPLIER'S Personnel) on behalf of THE SUPPLIER and ensure that such instructions are promptly carried out.
- 16.3** If any of the GOODS to be supplied under the contract contain any hazardous substances or require any special precautions to be taken to ensure safety in handling, transport, storage or use, the SUPPLIER shall prior to their delivery furnish to the PURCHASER written details of the nature of those substances and the precautions to be taken and shall ensure that before despatch appropriate instructions and warnings are clearly and prominently marked on the goods or securely attached to them and on any containers into which they are packed.
- 16.4** In particular (but without limitation) the SUPPLIER shall provide to the PURCHASER in writing all such data, instructions and warnings as are required to comply with applicable legislation relating to the health and safety and shall indemnify the buyer against any and all liabilities, claims and expenses which shall arise as a result of the SUPPLIER'S failure to do so. The SUPPLIER shall be responsible for all work done and goods supplied by all sub-contractors.

17. TERMINATION

- 17.1** The PURCHASER shall be entitled to terminate the CONTRACT either in full or in part in the following circumstances:
- (a) Forthwith if the SUPPLIER has abandoned the CONTRACT or within 5 (five) working days after a written request by the PURCHASER if the SUPPLIER has failed or refused to proceed with due diligence and expedition in the performance of the CONTRACT.
 - (b) Forthwith if the SUPPLIER commits any material breach of any term of the CONTRACT and which such breach shall not have been remedied within 5 (five) working days after a written request by the PURCHASER to remedy same;
 - (c) Forthwith if the SUPPLIER shall become insolvent or shall have appointed a receiver or shall be unable to pay its debts within the meaning of section 123 Insolvency Act 1986 (as amended from time to time) or other steps are taken for the winding up or putting into bankruptcy of the SUPPLIER or for the making of an administration or receiving order (otherwise than for the purposes of a solvent amalgamation or reconstruction);
 - (d) Without cause giving the SUPPLIER 5 (five) working days notice in writing.
 - (e) Forthwith if the SUPPLIER fails to deliver by the date(s) specified in the contract.
 - (f) The PURCHASER may terminate the CONTRACT if any corresponding contract between the PURCHASER and a third party is terminated. In such event, and provided

that the SUPPLIER is in compliance with its obligations under the CONTRACT, the PURCHASER shall compensate the SUPPLIER for costs reasonably and properly incurred until then in performing the CONTRACT which would otherwise represent an irrecoverable loss to the SUPPLIER, subject to the SUPPLIER taking all reasonable steps to minimise its losses and subject to reasonable proof being provided. Compensation shall not in any event exceed the contract price.

17.2 The SUPPLIER agrees that in the event that the supplier intends to cease to offer (Product) for purchase (alternative: within 24 months of this order) at any time in the future, the SUPPLIER shall give at least 6 months written notice to the PURCHASER of the intended cessation of supply and shall offer the PURCHASER the opportunity to make a life time buy of the SUPPLIER (product) substantially on the terms and conditions of this purchase order at any time within the six month period of notification.

17.3 The PURCHASER may terminate the contract if any corresponding contract between the PURCHASER and a third party is terminated. In such event, and provided that the SUPPLIER is in compliance with its obligations under the CONTRACT, the PURCHASER shall compensate the SUPPLIER for costs reasonably and properly incurred until then in performing the CONTRACT which would otherwise represent an irrecoverable loss to the SUPPLIER, subject to the SUPPLIER taking all reasonable steps to minimise its losses and subject to reasonable proof being provided. Compensation shall not in any event exceed the contract price.

18. WAIVER

18.1 No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either PARTY under or pursuant to the CONTRACT shall constitute a waiver by the PARTY of that or any other right, power or remedy. No single or partial exercise of such right, power or remedy shall preclude or restrict the further exercise of that or any other right, power or remedy.

18.2 These terms and conditions shall take precedence over all other terms and conditions provided by any other party to the CONTRACT and acceptance shall be deemed to have taken place in accordance with clause 15 hereof.

19. NOTICES

Any notice required to be given hereunder shall be deemed properly by a party if sent by email, prepaid mail or facsimile to the other party at the other party's address specified in the ORDER. Notices shall be deemed to have been received and effective: if sent by mail – at the time of receipt by the addressee of such delivery or two (2) business days after the date of mailing, whichever occurs first; or if sent by facsimile – at the time specified on the transmission report or in the event such time is outside normal working hours 0930 hours on the first business day after the day of transmission.

20. ENTIRE AGREEMENT

The CONTRACT constitutes the whole agreement between the PARTIES hereto with respect of the GOODS or SERVICES to be provided and supersedes all prior negotiations, representations or agreements related to the CONTRACT, either written or

oral. Each PARTY acknowledges that it has not relied on, and shall have no right or remedy in respect of any statement, representation, assurance or warranty (whether made negligently or innocently) other than as expressly set out in the CONTRACT. Nothing in this condition shall limit or exclude any liability for fraud.

21. RISK AND PROPERTY

- 21.1** Risk of damage to or loss of the GOODS shall pass to the PURCHASER upon acceptance of the same by the PURCHASER and the SUPPLIER shall insure the GOODS to their full value against all usual risks prior thereto. The SUPPLIER shall at the request of the PURCHASER produce receipts for the relevant insurance premiums and ensure that the name of the PURCHASER is named on the policy.
- 21.2** Property of the GOODS shall pass to the PURCHASER upon delivery unless payment for same is made prior to the delivery when it shall pass to the PURCHASER when payment has been made without prejudice to any right of rejection which may accrue to the PURCHASER.
- 21.3** Goods belonging to or provided by the PURCHASER which are in the SUPPLIER'S custody for any purposes shall be clearly marked and recorded by the SUPPLIER as belonging to the PURCHASER and shall be at the SUPPLIERS risk.

22. ASSIGNMENT AND SUBCONTRACTING

- 22.1** The SUPPLIER shall not assign the CONTRACT in whole or in part, or subcontract, or permit any subcontractor to subcontract, any or all of the manufacture of the GOODS or performance of the SERVICES without prior written consent of the PURCHASER, such consent not to be unreasonably withheld.
- 22.2** In any such cases where THE SUPPLIER has received authority to Sub Contract and in all cases of the SUPPLIERS own suppliers, The SUPPLIER hereby undertakes to cascade all contractual conditions, specifications or other appropriate information, including drawings to its own suppliers and to monitor compliance.

23. JURISDICTION AND LAW

The validity, construction and interpretation of the CONTRACT shall be governed by the laws of England. The PARTIES shall submit to the exclusive jurisdiction of the English courts.

24. THIRD PARTY RIGHTS

A person who is not a party to the CONTRACT has no right under the Contracts (Rights of Third Parties) Act 1999 and any subsequent amendments thereto, to enforce any term of the CONTRACT.

25. Export

The SUPPLIER warrants that it has obtained any necessary export approvals for the provision of the GOODS and SERVICES to the PURCHASER. The GOODS or SERVICES may be exported or re-exported by the PURCHASER and the SUPPLIER confirms that no restriction exists in respect of US Department of Commerce Export Administration Regulations or any other US or non US Government Regulations preventing such export or re-export by the PURCHASER.

26. SAFETY STANDARDS

For all GOODS which by law must bear a “CE” mark, the SUPPLIER shall unless stated otherwise provide a declaration of conformity, material and test certification, which shall accompany delivery of the GOODS. In addition, the PURCHASER shall, at its sole discretion, have reasonable access at all reasonable times to the SUPPLIERS technical files relating to the GOODS.

27. REACH

The SUPPLIER undertakes to take all necessary steps to comply with REACH legislation in respect of any GOODS or materials content of any SERVICES provided to the PURCHASER.

28. STORAGE AND RECORDS

- 28.1** Records shall be stored and maintained in such a manner as to allow adequate retrievability and in facilities, which provide a suitable environment to minimise deterioration or damage and to prevent loss.
- 28.2** Where any products, tools, programmes or other equipment is provided by the PURCHASER to the SUPPLIER, to assist in the production of the ordered goods or services, they shall be stored in safe, dry conditions, so as to prevent their loss or deterioration. Notwithstanding this clause, the PURCHASER shall keep all such goods insured against loss or damage in line with any other clause in this contract. All such tools, equipment or other goods shall be returned, without lien, to the PURCHASER on demand.
- 28.3** The SUPPLIER shall generate and maintain records and data of all inspections and tests preformed. The records and data generated shall be appropriate to the inspection or test operations preformed and in sufficient detail to provide for complete verification and evaluation of the operations.

All hand-written records must be in ink, the use of correction fluid on records is not acceptable.

Records shall be retained to ensure the operation of an effective product recall system.

- 28.4** Each delivery of goods shall be subject to our inspection on delivery and must be supported by a Certificate of Conformity, signed or stamped as authorised in your Company by an authorised signatory in your Company showing compliance to the contract/order requirements. The quality requirements are to be in accordance with your Assessment/Approval to ISO9001: 2000

Electronic signatures and/or stamped impressions are acceptable on Certificates of Conformance from our suppliers in lieu of a signature.

29. FREE-ISSUE MATERIALS AND TOOLING

Where tooling (including patterns, dies, moulds, jigs and fixtures and the like) is manufactured or acquired by the SUPPLIER specially for the purpose of the CONTRACT, title to it shall pass to the PURCHASER upon its creation or acquisition. The SUPPLIER shall deliver up such tooling to the PURCHASER on demand.

Where the PURCHASER for the purpose of the contract issue materials, dies, moulds, jigs, fixtures, drawings, prototypes, designs and the like to the SUPPLIER, such materials shall be and remain the property of the PURCHASER. The SUPPLIER shall maintain all such materials in good order and condition subject, in the case of tooling, patterns and the like, to fair wear and tear. The SUPPLIER shall use such materials solely in connection with the contract. Any surplus materials shall be disposed of at the PURCHASER'S discretion. Damage to or waste of such materials arising from bad workmanship or negligence of the SUPPLIER shall be made good at the SUPPLIER'S

expense. Without prejudice to any other rights of the PURCHASER and SUPPLIER shall deliver up such materials, whether further processed by the SUPPLIER or not, to the PURCHASER on demand.

30. Retention

30.1 Unless otherwise stated on the Configuration Package or Contract, Category 1 records shall be retained for a minimum of 15 years. These are:

- Product release certification.
- Records of testing or inspections such as test certificates, route cards or batch record card that bear product serial numbers and are required for traceability purposes.
- Category 2 records shall be retained for a minimum of 5 years and are:

All records certified by inspection or test stamp which do not fall into Category 1.

The period shall be reckoned from the date of completion of the record.

30.2 With the written agreement of THE PURCHASER it is permissible to transfer any of the above records to microfiche/microfilm, CD ROM, computer file or other alternative equivalent media and to destroy the originals, provided adequate data can be retrieved from the revised media to constitute an acceptable record. The transferred records will be retained for the same period as that for the originals.