9.1 "Forces major" means a cause or circumstance within a party's reasonable control including but not restricted to strikes, war, civil disorder or natural disasters.

9.2 The headings in these General Conditions of Purchase are for convenience only and shall not affect their interpretation.

9.3 If any provision of these General Conditions of Purchase is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these General Conditions of Purchase and the remainder of the provision shall not be affected thereby.

2. PURCHASE ORDER:

2.1 Buyer's written order is the only evidence of acceptance and shall be the sole basis for the contract. The acceptance of any order or proposal shall be evidenced by a signed acknowledgment by either Buyer or Seller.

2.2 Acceptance of the Purchase Order. Seller agrees to comply fully with the terms and conditions thereof and with these General Conditions of Purchase. Acceptance of the Purchase Order is strictly limited to the terms and conditions of the Purchase Orders and to these General Conditions of Purchase and none of Seller's terms and conditions shall apply. Acceptance by Buyer of any Goods or Services under the Purchase Order shall not constitute acceptance of any alteration in the terms and conditions.

2.3 In the event of a conflict between the terms of the Purchase Order and these General Conditions of Purchase, the terms of the Purchase Order shall prevail.

3. ALTERATIONS:

3.1 Any alterations with regards to Buyer's Purchase Order, included but not limited to quantity, description, delivery date or place of delivery shall be done only in accordance with terms as stated in these General Conditions of Purchase and/or other communications to Buyer in which alterations in the transaction must be mutually agreed between Buyer and Seller and shall be confirmed by Buyer in writing prior to delivery.

3.2 Buyer reserves the right to make changes in design and specification for any Goods or Services. The difference in price or time for performance resulting from such changes as reasonably determined by Buyer will be equitably adjusted and the Purchase Order will be amended accordingly.

4. QUALITY & CONFORMANCE/COMPLIANCE WITH LAWS:

4.1 Buyer shall have the right to inspect or to have the Goods inspected and/or appraised or to have any of the Seller's employees, agents or subcontractors to inspect the Goods at any time. Any such inspection is not to be deemed a rejection of the Goods. If any claims are made against Buyer for actual or alleged infringement of a third party's intellectual property rights, including but not limited to any patent, trademark, copyright or the like, Buyer shall be entitled to have the Goods manufactured using another device or finished good and a recovery plan.

4.2 Goods supplied or Services rendered shall conform to quality, quantity and description in accordance with the provisions of the Purchase Order and possess all the properties necessary for normal usage of the Goods or Services as can normally be expected by Buyer.

4.3 Goods supplied shall be delivered to conform to the requirements of TS16949 and ISO9001 and the Global environment and/or Services as can normally be expected by the Buyer. The obligations related to such information shall be set forth in a separate non-disclosure agreement to be executed by the parties prior to the disclosure of such confidential information.

4.4 Drawings, samples, formulas and tools which Buyer makes available to Seller for submission of a bid or performance of a Contract, remain the property of Buyer and may not be copied or used for purposes other than the Contract. They must be returned to Buyer upon request after bid or contract completion.

4.5 In the event that Buyer's tooling is in Seller's custody or control,Seller bears the risk of loss, theft and damage. Seller agrees to keep Buyer's tooling free from all liens and encumbrances and insure such Buyer's tooling against such loss and damage. Seller may not sell, transfer or otherwise dispose of Buyer's tooling without the prior written consent of Buyer. Buyer has the right to enter Seller's premises at any reasonable time and inspect such tooling and Seller shall provide Buyer with such reasonably necessary information as is required to exercise Buyer's rights under a Purchase Order or Contract.

4.6 Seller shall ensure that the Goods are properly packed and secured in such manner as to prevent damage or loss of the Goods or Services, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance remaining to be delivered.

6. PACKING AND TRANSPORTATION:

6.1 Unless otherwise specified in the Purchase Order, terms of delivery are DAP (Incoterms in last version) to the "ship to" facility referenced in the Purchase Order.

6.2 Seller shall ensure that the Goods are properly packed and secured in such manner so as to enable them to reach their destination in good condition. No separate payment will be made for any packing materials, except otherwise stated in the Purchase Order or subsequently agreed in writing by Buyer.

6.3 Each delivery of the Goods and/or Services shall be accompanied by a delivery note which shows the number of the Purchase Order, Seller's terms and conditions, nature and quantity of the Goods and/or Services, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance remaining to be delivered.

8.1 Seller shall only submit Goods or Services, or allow them to be used, if they qualify as ‘work for hire’. If the work product qualifies as ‘work for hire’, the Seller agrees to assign to Buyer all rights in the work product, including but not limited to copyright, and all other rights in the work product arising under any law, treaty, convention or similar provisions, including but not limited to any patent, model, trademark, tradename or copyright arising from the ordinary purchase, sale or use of Goods or Services and/or Services as can normally be expected by the Buyer. Seller shall ensure that the Goods are properly packed and secured in such manner as to prevent damage or loss of the Goods or Services, or to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, environmental, product, environment, the sale and use of material, production of goods, the import and export of goods and taxation.

8.2 Seller shall not use, in the manufacture of or in the Goods, substances defined in Buyer's Environmental Regulations, including but not limited to those officers, employees and agents who may terminate their relationship with Seller.

8.3 Seller shall ensure that the Goods are properly packed and secured in such manner as to prevent damage or loss of the Goods or Services, or to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, environmental, product, environment, the sale and use of material, production of goods, the import and export of goods and taxation.

8.4 If it becomes necessary for the Seller to disclose confidential information to the Buyer or if it becomes necessary for the Buyer to disclose confidential information other than that outlined in Section 7.2, the obligations related to such information shall be set forth in a separate non-disclosure agreement to be executed by the parties prior to the disclosure of such confidential information.

8.5 Drawings, samples, formulas and tools which Buyer makes available to Seller for submission of a bid or performance of a Contract, remain the property of Buyer and may not be copied or used for purposes other than the Contract. They must be returned to Buyer upon request after bid or contract completion.

8.6 Seller shall ensure that the Goods are properly packed and secured in such manner as to prevent damage or loss of the Goods or Services, or to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, environmental, product, environment, the sale and use of material, production of goods, the import and export of goods and taxation.

8.7 Seller shall only submit Goods or Services, or allow them to be used, if they qualify as ‘work for hire’. If the work product qualifies as ‘work for hire’, the Seller agrees to assign to Buyer all rights in the work product, including but not limited to copyright, and all other rights in the work product arising under any law, treaty, convention or similar provisions, including but not limited to any patent, model, trademark, tradename or copyright arising from the ordinary purchase, sale or use of Goods or Services and/or Services as can normally be expected by the Buyer. Seller shall ensure that the Goods are properly packed and secured in such manner as to prevent damage or loss of the Goods or Services, or to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, environmental, product, environment, the sale and use of material, production of goods, the import and export of goods and taxation.

8.8 Seller shall only submit Goods or Services, or allow them to be used, if they qualify as ‘work for hire’. If the work product qualifies as ‘work for hire’, the Seller agrees to assign to Buyer all rights in the work product, including but not limited to copyright, and all other rights in the work product arising under any law, treaty, convention or similar provisions, including but not limited to any patent, model, trademark, tradename or copyright arising from the ordinary purchase, sale or use of Goods or Services and/or Services as can normally be expected by the Buyer. Seller shall ensure that the Goods are properly packed and secured in such manner as to prevent damage or loss of the Goods or Services, or to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, environmental, product, environment, the sale and use of material, production of goods, the import and export of goods and taxation.

8.9 Seller shall only submit Goods or Services, or allow them to be used, if they qualify as ‘work for hire’. If the work product qualifies as ‘work for hire’, the Seller agrees to assign to Buyer all rights in the work product, including but not limited to copyright, and all other rights in the work product arising under any law, treaty, convention or similar provisions, including but not limited to any patent, model, trademark, tradename or copyright arising from the ordinary purchase, sale or use of Goods or Services and/or Services as can normally be expected by the Buyer. Seller shall ensure that the Goods are properly packed and secured in such manner as to prevent damage or loss of the Goods or Services, or to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, environmental, product, environment, the sale and use of material, production of goods, the import and export of goods and taxation.

8.10 Seller shall only submit Goods or Services, or allow them to be used, if they qualify as ‘work for hire’. If the work product qualifies as ‘work for hire’, the Seller agrees to assign to Buyer all rights in the work product, including but not limited to copyright, and all other rights in the work product arising under any law, treaty, convention or similar provisions, including but not limited to any patent, model, trademark, tradename or copyright arising from the ordinary purchase, sale or use of Goods or Services and/or Services as can normally be expected by the Buyer. Seller shall ensure that the Goods are properly packed and secured in such manner as to prevent damage or loss of the Goods or Services, or to those pertaining to the supply, packaging, labelling and carriage of hazardous goods, health and safety, environmental, product, environment, the sale and use of material, production of goods, the import and export of goods and taxation.
10.4 Buyer may set off against any sums due to the Seller whether under this Contract or otherwise any lawful set-off or counterclaim to which Buyer and/or its affiliated companies may at any time be entitled.

11. NON-PERFORMANCE:
In case of non-performance by Seller of any of its obligations other than by reason of force majeure, Buyer may terminate, by notice in writing to Seller, in whole or in part, the Contract between Buyer and Seller based upon the Purchase Order at any time and without intervention of any judicial authority, without prejudice to Buyer's right to demand specific performance of the Contract and/or claim damages from Seller.

12. FORCE MAJEURE:
12.1 In case of non-performance due to Force majeure, Buyer may, by written notice to Seller, dissolve in whole or in part the agreement between Buyer and Seller based upon any Purchase Order at any time and without intervention of any judicial authority.

12.2 The Seller shall use all reasonable endeavours to mitigate the effect of a Force majeure event on the performance of its obligations.

13. TERMINATION:
13.1 If Seller ceases to conduct its operations in the normal course of business or if any proceedings under the bankruptcy or insolvency laws are brought by or against Seller, Buyer may without intervention of any judicial authority terminate any Contract between Buyer and Seller based upon the Goods delivered or Services rendered previously in accordance with the Purchase Order. Such notice shall indicate the extent and effective date of such termination.

13.2 Buyer may without intervention of any judicial authority immediately dissolve the Contract in the event Seller offers a gift or makes a promise in whatever form to Buyer or one of his subordinates.

14. PROVISION OF SPARE PARTS:
Seller agrees to provide spare parts for the Goods for a period of at least ten (10) years after the last delivery of the Goods.

15. TRADENAMES AND TRADEMARKS:
Any reference to the name of Buyer or to any of Buyer’s trade names or trademarks shall not be made unless Buyer has granted prior written approval.

16. APPLICABLE LAW:
16.1 The Purchase Order shall be governed by the laws of England and Wales.
16.2 The Uniform Act in respect of the conclusion of International Purchase agreement of moveables (CISG) and the Uniform Act in respect of the International Purchase of moveables (L.U.V.I.) are expressly excluded.

16.3 In order to facilitate the exchange of information in accordance with this agreement and in conformity with the laws and regulations of the United States and the European Union relating to the exportation of technical data, Seller and Buyer agree to comply fully with all relevant laws and regulations of the United States and the European Union.

17. JURISDICTION:
The competent Courts of England and Wales shall have exclusive jurisdiction to hear all disputes arising in connection with the terms and conditions of the Purchase Order and in connection with these General Conditions of Purchase.

18. EXPORT CONTROL COMPLIANCE:
Both Seller and Buyer agree to obtain any necessary export license or other documentation prior to the exportation or re-exportation of any product, technical data, software or software source code covered under the Contract or any direct product of such technical data, software or software source. Accordingly, neither Seller nor Buyer shall sell, export, re-export, transfer, divert or otherwise dispose of any such product, technical data, software or software source code directly or indirectly to any person, firm, entity, country or countries prohibited by U.S. or applicable non-U.S. laws. The responsible party shall secure, at its own expense, such licenses and export and import documents as are necessary for each respective party to fulfill its obligations under this Contract.

19. COMPLIANCE WITH ANTI-CORRUPTION LAWS:
Seller represents, warrants and undertakes to comply with any anticorruption law or similar legislation, codes, rules, policies and regulation applicable to the Buyer and/or to the performance of Seller's obligations to provide Goods and/or Services in relation to any Purchase Order (“Anti-Corruption Laws”) and not take any action or permit, authorise or tolerate any action in violation of the Anti-Corruption Laws.

20. COMPLIANCE WITH DATA PROTECTION LAWS:
From time to time Buyer may transfer data acquired from Seller for the purpose of carrying out the performance of this Contract with any member of its group (which means subsidiaries, ultimate holding company and its subsidiaries worldwide). The data collected may be transferred to, and stored at, a location outside the European Economic Area ("EEA"). It may also be processed by staff operating outside the EEA who work for Buyer. By Seller submitting data, Seller agrees to this transfer, storing or processing. Buyer will take reasonable steps necessary to ensure that Seller’s data is treated securely and in accordance with the practices contained in Regulation (EU) 2016/679.

21. CORPORATE SOCIAL RESPONSIBILITY:
Seller shall acknowledge and adhere to Buyer's Supplier Code of Conduct, and all referenced policies and procedures as presented on Buyer’s Website at and as appropriate, in Buyer's Global Supplier Quality Manual (QMS-1004255). The provisions of the Supplier Code of Conduct are in addition to, and not in lieu of, the provisions of any legal agreement or contract between a Supplier and Buyer or any of its affiliates. We expect Suppliers to hold their supply chain, including subcontractors and third party labour agencies, to the same standards contained in the Supplier Code of Conduct. The Supplier Code of Conduct does not create any third-party beneficiary rights or benefits for Suppliers, subcontractors, their respective employees or any other party. Buyer’s Suppliers are advised that they may be subject to survey and audit by third parties on behalf of Buyer to verify compliance with the following provisions. Non-compliance or misrepresentation of compliance by a Supplier may result in sanctions, including, but not limited to, termination of their agreements with Buyer for default.

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