

## Dontaur Engineering Ltd. Terms and Conditions

1. PRICE – This is a firm price order
2. TERMS OF PAYMENT – Invoices shall be dated no earlier than date of shipment or delivery of service. The discount period begins upon receipt of invoice, required delivery date, or date any applicable discrepancy is involved, whichever date is later. Buyer will pay non-discountable invoices after a period individually agreed on receipt of invoice, required delivery date, acceptance, or the date any applicable discrepancy is resolved, whichever date is later.
3. ATTACHMENTS – Documents designed by Buyer in the body of the Purchase Order, including supplemental terms and conditions, if any, are incorporated by reference the same as if set out in full therein
4. CHANGES – The Buyer reserves the right at any time to issue a written change order or amendment to the Purchase Order concerning any of the following: (a) specifications, drawings, and data incorporated in the Purchase Order where the items to be furnished are to be specifically manufactured for the Buyer; (b) quantity; (c) methods of shipment or packaging; (d) place of delivery; (e) time of delivery; or (f) any other matters affecting this Purchase Order
5. TERMINATION – Buyer may terminate the Purchase Order for its convenience, in whole or in part, at any time prior to shipment by (written or electronic) notice to Seller. Upon receipt of such termination notice, Seller shall promptly comply with the directions contained in such notice and shall, as required, (a) take action necessary to terminate the work as provided in the notice, minimizing costs and liabilities for the terminated work, and (b) continue the performance of any part of the work not terminated by Buyer.
6. ASSIGNMENT – Seller may not assign, transfer, or subcontract this Purchase Order or any right or obligation hereunder without Buyer's written consent.
7. EXCUSABLE DELAY – Fires, floods, strikes, accidents, shortages, or other causes beyond the reasonable control of the parties, which prevent Seller from delivering, or Buyer from receiving, any of the goods and services covered by this Purchase Order, shall suspend deliveries until the cause is removed, subject, however, to Buyer's right of termination for convenience under paragraph 5.
8. PACKAGING, PACKING LIST AND BILL OF LADING – Seller shall be responsible for proper packaging, loading and tie-down to prevent damage during transportation. Buyer's weight and/or count will be accepted as final and conclusive on all shipments not accompanied by a packing list.
9. INSPECTION – All goods and services furnished hereunder will be subject to inspection and test by Buyer at all times and places and will be subject to Buyer's final inspection and approval within a reasonable time after delivery. Buyer may reject goods and services not in accordance with Buyer's instructions, specifications, drawings, data or Seller's warranty (expressed or implied), or for untimely delivery. Buyer may return rejected goods to Seller at Seller's expense and Buyer shall have no further obligation for such goods. Payment for any goods or services shall not be deemed acceptance and in no event shall Buyer incur any liability for payment for rejected goods or services.
10. WARRANTIES – By accepting this Purchase Order, Seller warrants that the goods and services furnished will be free from defects in materials and workmanship, merchantable and in full conformity with Buyer's specifications, drawings, and data, and Seller's descriptions, promises, or samples and that such goods will be fit for Buyer's intended use, provided Seller has reason to know of such use, and that Seller will convey good title to the goods, free and clear from all liens, claims and encumbrances. Upon Buyer's request, Seller shall furnish Buyer with a formal waiver or release of all liens by Buyer and/r Buyer's suppliers.

Seller warrants that goods or services covered by this Purchase Order shall not infringe any patent, design, mask work, copyright or trademark of any third party, either directly or contributorily. Seller agrees to indemnify Buyer and hold Buyer harmless from and against all liability, loss, damage and expense, including reasonable counsel fees and costs of litigation, resulting from any claim of infringement and any litigation relating thereto. In the case where goods or a part thereof are held to constitute infringement and the use of the goods or a part thereof is enjoined, Seller shall, at the expense of the Seller, either (a) procure for the Buyer the rights to continue using the goods, (b) replace the goods so that the goods become non-infringing, or (c) retake the goods and refund the purchase price and transportation and installation cost of the goods to the Buyer. Such obligations shall survive acceptance of the goods or services and payment therefore by Buyer.

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Where applicable, the Seller warrants that the goods covered by this Purchase Order are in compliance with all laws, regulations, rules, and orders relating to the importation of goods into the UK, the exportation of goods out of the country or origin, the transit of goods through intermediate countries and the sale and use of foreign made goods in the UK. Seller further warrants that it has obtained all permits licenses and certificates necessary for the goods to be exported out of the country of origin, imported in the UK, delivered to Buyer and used or sold within the UK.

11. **TITLE; RISK OF LOSS** – Title shall pass to Buyer upon Buyer’s receipt of goods at destination. Risk of loss of all goods shall remain in Seller until receipt by Buyer at destination, unless otherwise specified in this Purchase Order, except for loss occasioned by gross negligence or wilful neglect of Buyer or its customer.
12. **CONFIDENTIALLY; LIMITED USE** – Unless otherwise agreed by Buyer in writing, Seller shall keep confidential and not disclose to any third party, any confidential and/or proprietary materials provided by Buyer to Seller in connection with Seller’s performance or this Purchase Order or prepared by Seller specifically for Buyer pursuant to this Purchase Order, including but not limited to any drawings, masters, software, specification, raw materials, components, data, business information or plans, customer lists or other customer information (“Confidential Information”). Seller shall not make any copies in Seller’s possession. Seller shall use confidential information solely for Seller’s performance of this purchase order for Buyer, and Seller shall not, without Buyer’s written consent, directly or indirectly use confidential information or information derived therefrom in performing services or providing goods for any other customer of Seller, or any other person or entity.
13. **RESOLUTION OF CONFLICTS OR INCONSISTENCIES OCCURRING IN THE ORDER** – It is Seller’s responsibility to comply with this purchase order and all referenced documents, and to clarify with Buyer any inconsistencies or conflicts in any parts of the purchase order or referenced documents. Should Seller fail to contact Buyer to resolve conflicts or inconsistencies, Seller will be solely responsible for errors resulting from said conflicts or inconsistencies. Where documents are referenced, the version in effect at the time of order placement shall apply.
14. **BUYER’S TERMS AND CONDITIONS APPLY** – Acknowledgement of the purchase order, shipment of any goods, or commencement of work pursuant to the purchase order shall be deemed an acceptance of these general terms and conditions. No modification of or release from this Purchase Order shall be binding unless agreed to in writing by the parties and specifically labelled as a modification or release. Unless specifically agreed to otherwise by Buyer or Seller, these terms and conditions supersede any submitted by Seller in any proposal or acknowledgement.
15. **EXTRA CHARGES** – No charges for extras or for cartage or boxing or storage will be allowed unless Buyer has agreed the same upon in writing. All goods must be forwarded in accordance with Buyer’s shipping instructions, otherwise the difference in freight rate will be charged to the Seller.
16. **SUBSTITUTIONS** – No substitution of materials or accessories may be made without written permission from Buyer.
17. **WORK PERFORMED ON BUYER’S OR BUYER’S CUSTOMERS PREMISES** – If Seller’s work under the Purchase order involves operations by Seller on the premises of Buyer or one of Buyer’s customers, Seller shall take all necessary precautions and such additional precautions as Buyer or Buyer’s customer may prescribe to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is due solely and directly to Buyer’s or Buyer’s customer’s negligence, shall indemnify Buyer against all claims, liability, damage, or loss (including expenses and attorneys’ fees) which may result in any way from any act or omission of the Seller, or Seller’s agents, employees, or contractors; and shall maintain such public liability and compensation and occupational disease acts.
18. **INDEMNIFICATION** – Seller agrees to indemnify, defend, and hold Buyer harmless from and against all losses, damages, liability, actions, judgments, costs and expenses (including, but not limited to, reasonable attorneys’ fees and other expenses of litigation) suffered, incurred, or asserted by or against buyer (a) by reason of Seller’s breach of a warranty, (b) by reason of Seller’s third party, resulting from or arising out of an act or omission of Seller, or Seller’s agents, employees, or contractors in fulfillment of this Purchase Order.

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19. CUMULATIVE REMEDIES; WAIVERS; SURVIVAL OF WARRANTIES – The remedies herein reserved to Buyer shall be cumulative, and additional to any other or further remedies provided in law or equity. No waiver by Buyer of any term or condition of this Purchase Order shall be construed as a permanent waiver of such term or condition or of any other term or condition. Seller’s warranties shall survive the completion or cancellation of this Purchase Order.
20. GOVERNING LAW – This Purchase Order shall be governed by UK law except for its provisions regarding principles of conflicts of laws and except to the extent that federal communications law shall apply. Any court action arising under this order shall be venued in the UK.
21. “GOODS” AND “SERVICES” – The term “goods” as used herein means any and all materials, parts, products, machines, tooling, test equipment, technical data, computer software, computer software documentation, and other tangible items or documentary information furnished or required to be furnished by Seller under this order. The term “services” means any and all technical assistance, support, maintenance, consultation, construction work, and other effort furnished or required to be furnished by Seller under his order other than labour furnished in connection with the production of goods.
22. ENTIRE AGREEMENT – Unless superseded by a specific signed agreement between Buyer and Seller, this agreement shall include the Purchase Order, these general terms and conditions, and all attachments referred to in the Purchase Order or in the general terms and conditions, and it shall constitute the entire agreement of the parties with regard to the subject matter contained herein. All other prior or contemporaneous representations, warranties, covenants, or agreements between Seller and Buyer, or their representatives, with respect to the subject matter are hereby suspended. The term “Purchase Order” as used herein means the first and continuation pages of Dontaur’s completed Purchase Order form, including any special provisions contained therein. This agreement may not be modified except by mutual written agreement of the parties.
23. All records are to be held for a minimum of 10 years unless otherwise agreed with Dontaur. Records stored by the Seller shall be protected in such a way that they remain legible, readily identifiable and retrievable at the request of the buyer
24. The Seller shall provide right of access to the Buyer, their customer, and regulatory authorities to the applicable areas of all facilities, at any level of the supply chain involved in the order and to all applicable areas.
25. The Seller shall notify the Buyer of non-conforming product and obtain Buyer’s approval for non-conforming product disposition.
26. The Seller shall notify the buyer of changes in product and/or process, changes of suppliers, changes of manufacturing facility location and where required obtain organisation approval and flow down to supply chain the applicable requirements including customer requirements.
27. COUNTERFEIT GOODS PREVENTION - (a) Supplier represents and warrants that Counterfeit Goods are not contained in Goods delivered to Buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Goods.  
(b) Supplier shall purchase parts directly from the Original Component Manufacturer (OCM) / Original Equipment Manufacturer (OEMs), or from the OCM authorized or franchised distributor. Procurement through an independent distributor, non-franchised distributor or broker is NOT authorized. A certificate of conformance shall accompany each shipment of Goods delivered, along with OCM/OEM documentation that authenticates traceability of the components to that applicable OCM. If an original OEM/OCM certificate is NOT available, distributor shall provide a De-lid and Die Verification Report for the supplied parts verifying authenticity of the parts and such other documentation, testing and/or other information as Buyer shall reasonably request; however, the submission of such additional items shall not relieve Supplier of its obligations hereunder.  
(c) In the event Supplier becomes aware or suspects that it has furnished Counterfeit Goods, it shall immediately notify Buyer. When requested by Buyer, Supplier shall provide (if available) Authorized Supplier documentation that authenticates traceability of the parts to the applicable Authorized Supplier.  
(d) In the event that Goods delivered under this Order are, or include, Counterfeit Goods, Supplier shall promptly investigate, analyse and report in writing to Buyer. Counterfeit Goods shall be replaced with genuine Goods

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conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The Parties shall then agree upon the appropriate course of action.

(e) Supplier shall include this clause or reasonably equivalent provisions in all subcontracts for the delivery of Goods that will be furnished to or included in Goods furnished to Buyer.

28. ETHICAL BEHAVIOUR - The Buyer shall treat all Suppliers fairly, ethically, respectfully and with dignity. The Buyer is an equal opportunity company and will not distinguish against any Supplier based on age, gender, sexual orientation, disability, race, religion, citizenship, country of origin or other factors in accordance with the Laws and Regulations of each country it does business. The Buyer would request that this courtesy may also be extended by all its Supplier's.