

**MBDA UK LIMITED, MBDA FRANCE & MBDA ITALIA S.P.A.**  
**GENERAL TERMS AND CONDITIONS OF PURCHASE**

(644963-v12)

## 1. DEFINITIONS

In these General Conditions and in all texts relating to the Order the following words shall have the meaning ascribed hereto, unless specifically stated otherwise.

**“Background IP/IPR”** means the Intellectual Property and the Intellectual Property Rights owned by or within the disposition of a Party prior to the date of this Order as well as those acquired or developed thereafter independently of this Order.

**“Classified Information”** mean any information, documents and material of all kinds, including Proprietary Information, which the Government having jurisdiction on their originator has given or caused to be given a security classification irrespective of whether the same is transmitted orally, electronically, in writing or by handing over or howsoever disclosed.

**“Commercial off the Shelf Item(s) (COTS)”** means Item(s) other than those manufactured by the Supplier in accordance with the requirement(s)/specification(s) provided by the Customer.

**“Condition”** means each and every term herein.

**“Contract”** means a formal written document agreed between the Parties and providing contractual obligations.

**“Customer”** means whichever company, MBDA UK Limited, MBDA France, MBDA Italia SpA, is designated as the customer in relation to the Order. [full Customer name and address will be stated on the Order].

**“End User”** means the Customer's customer.

**“Force Majeure”** means any act of God, war, hostility or any other event that is unforeseeable, not preventable and beyond the control of the affected Party.

**“Foreground IP/IPR”** means the Intellectual Property and the Intellectual Property Rights generated by or on behalf of a Party during the course of and pursuant to this Order.

**“Framework Agreement”** means a formal written document used as an enabling agreement between the Parties.

**“General Conditions”** means the provisions set out within these General Conditions of Order Numbered 1 to. 25.

**“Intellectual Property - (IP)”** means intellectual property and includes technical and commercial information including without limitation, test results, know-how and trade secret, data, computer software, inventions, designs, process information and recorded tools and techniques.

**“Intellectual Property Rights - (IPR)”** means the legal and contractual rights in respect to IP, including without limitation, copyright, patents and all rights in relation to inventions, registered and unregistered trademarks, registered and unregistered designs, circuit layouts, know how, other proprietary information and data and any other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields.

**“Item(s)”** means the materials and/or documentation and/or equipment to be supplied and/or services to be rendered as stipulated in the Order including any and all software.

**“Order”** means this purchase order and any amendments hereto, inclusive of these General Conditions and any Special Conditions.

**“Parties”** means the Customer and the Supplier.

**“Party”** means the Customer or the Supplier.

**"Proprietary Information"** means any information, including but not limited to information of a scientific or technical nature, disclosed between the Parties pursuant to this Order which is in tangible or visible form and clearly marked or designated by the disclosing Party as proprietary or is communicated orally or visually and subsequently presented and clearly marked in tangible or visible form to the receiving Party within a period of not more than 30 (thirty) days of such communication.

**"Special Conditions"** means those provisions, including specifically negotiated provisions of the Order and any Specifications contained within the Order, which are supplementary to or which amend these General Conditions.

**"Specification"** means any written specification or technical requirements or other agreed means of defining the technical requirement as identified/referenced in the Order.

**"Supplier"** means the supplier on whom the Order is placed.

## 2. AMENDMENTS

No variations may be made to the Order (including these General Conditions) except by means of an amendment in writing signed by the Customer and the Supplier or, in the case of electronic Orders, by e-mail.

The Customer and the Supplier agree that the written form for amendments may only be waived in writing in the same way as set forth above.

## 3. PRECEDENCE

- (i) Any governmental regulations, general conditions of purchase and other regulatory or prescriptive requirements called up or referenced in the Order shall be treated as having been specifically negotiated and therefore as being Special Conditions.
- (ii) In the event of any discrepancy between the Special Conditions and the General Conditions, the Special Conditions shall take precedence.

## 4. DELIVERY

- (i) Delivery shall be in accordance with the Incoterms and delivery dates set out in the Order. It is agreed that the respect of the delivery dates is an essential obligation of the Supplier in the performance of the Order and time shall be of the essence.
- (ii) The Supplier shall ensure that all Item(s) for delivery are properly packed and securely packaged in accordance with best trade practices and with all relevant specifications, drawings and military standards. The Supplier shall bear the cost of damage caused to any Item(s) or part thereof as a result of non-compliance with this Condition.
- (iii) All packaging material and cases provided by the Supplier are assumed to be non-returnable unless otherwise specifically agreed in writing before delivery commences.
- (iv) Each delivery shall be accompanied by a delivery note in duplicate, inside the package, showing:
  - the reference number and date of the related Order;
  - the country of origin;
  - quantity of Item(s) in the package;
  - the description of the Item(s) to correspond with the description in the Order;
  - line item number(s);
  - part and drawing number;
  - net weight of package in kilograms;
  - packaging return instructions if previously agreed;

- a copy of the Certificate of Conformity (the original of the Certificate of Conformity shall be contained in the packing of the Item(s)).
- the customs value of the Items

An additional copy of the delivery note shall be fixed to the outside of each package.

## 5. ADVICE AND RELEASE CERTIFICATES

- (i) The Supplier shall:
  - a) on the day of dispatch of each consignment send to the Customer an Advice Note detailing the consignment and accompany same with the related Certificate(s) of Conformity where so required by the Order; and
  - b) at the same time, where relevant provide copies of the original manufacturer's Certificate of Conformity.
- (ii) If the Supplier fails to comply with this Condition 5 the Customer shall be under no obligation to accept delivery of the relevant consignment.

## 6. QUALITY

- (i) The Supplier undertakes to ensure that all Item(s) delivered are of satisfactory quality and in conformity with all specific quality requirements stated in the Order.
- (ii) The Supplier shall provide a properly authenticated Certificate of Conformity where required by the Order.
- (iii) The Supplier shall accord to the Customer and the End User, by prior arrangement reasonable access to his premises or those of lower tier sub-contractors in order to enable full verification of the quality of any of the Items.
- (iv) The Supplier further undertakes to ensure that any Item(s) delivered functions properly, is fit for the purpose for which the Item(s) is intended, conforms in all respects to the Specification and is free from defects (whether actual or latent) in design, material and workmanship.

## 7. PRICE

- (i) The prices stipulated in the Order shall be fully inclusive of all costs and charges that are necessary to fulfil the requirements of the Order, including expenses and not subject to adjustment by the Supplier unless otherwise specified in the Order.
- (ii) Prices are exclusive of value added taxes payable in accordance with the domestic laws and the European regulations in force at the date of the tax point.
- (iii) For services, the value added taxes shall be due in principle at the place of location of the Customer in application of Article 196 of the EC Directive 2006/112/EC.  
Each of the relevant Parties shall be responsible for all taxes, costs duties and levies charged and levied in their own jurisdiction.

## 8. PAYMENT

- (i) The Supplier shall invoice for the Item(s) in accordance with the instructions on the Order and shall submit a correctly prepared invoice quoting Order number, Order item number, part and drawing numbers, description, quantities and weights in the form detailed on the Order.

- (ii) All invoices shall state the clear description of the Item(s), the price for the Item(s) exclusive of value added taxes, the value added tax identification number of the Customer and show the amount of such taxes (if any) separately or the rules for the exemption of such taxes.
- (iii) For Orders issued by MBDA Italia SpA:  
The Supplier shall be paid the price for the Item(s) inclusive of any applicable taxes in accordance with the period stated in the Order or in the Framework Agreement or in the Contract and where no period is referenced in the Order, or in the Framework Agreement or in the Contract, the period shall be 90 (ninety) days from the date of receipt of a valid invoice. The Supplier can issue the invoice to claim for payment only if the related Item(s) meets the terms of performance of the Order, inclusive of satisfactory compliance with any acceptance requirements stipulated in the Order (an acceptance certificate, if any, shall be provided precisely in the standard form agreed between the Parties and shall be attached to the invoice).
- (iv) For Orders issued by MBDA UK Limited:  
The Supplier shall be paid the price for the Item(s) inclusive of any applicable taxes in accordance with the period stated in the Order or in the Framework Agreement or in the Contract and where no period is referenced in the Order, or in the Framework Agreement or in the Contract, the payment shall be effected at the end of month following the month of receipt of a valid invoice. The Supplier can issue the invoice to claim for payment only if the related Item(s) meets the terms of performance of the Order, inclusive of satisfactory compliance with any acceptance requirements stipulated in the Order (an acceptance certificate, if any, shall be provided precisely in the standard form agreed between the Parties and shall be attached to the invoice).
- (v) For Orders issued by MBDA France:  
An invoice shall only relate to a single Order. The Supplier shall be paid the price for the Item(s) inclusive of any applicable taxes in accordance with the period stated in the Order or in the Framework Agreement or in the Contract and where no period is referenced in either of them, the payment shall be made within 60 (sixty) days from the issuance date of a valid invoice, provided however that the said invoice is received by the Customer within a reasonable time as from its date of issuance. For the purpose hereof, receipt of the invoice within 5 (five) days after its date of issuance shall be deemed to be reasonable.  
The Supplier shall issue the invoice to claim for payment only once the related Item(s) are performed or delivered as per the Order. The invoice shall be dated the day of its issuance by the Supplier and must not be issued prior to the effective date of performance or delivery of the relevant Item(s), except for advance payments and calendar progress payments.  
In case of late payment not related to a breach of the Supplier's obligations, the Supplier shall be entitled to apply penalties, to be calculated on the basis of an interest rate equal to three times the French legal interest rate in force on the first day of delay, to be applied to the amount of the invoice subject to late payment. In addition to these penalties, MBDA France shall be as of right liable for a lump sum indemnity for collecting expenditures of an amount of 40 (forty) euros.

## 9. TITLE AND RISK

- Unless otherwise specified in the Order, title in the Item(s) shall pass to the Customer as follows:
- (i) For Purchase Orders issued by MBDA UK Limited - Upon delivery;
  - (ii) For Purchase Orders issued by MBDA France – Upon delivery;
  - (iii) For Purchase Orders issued by MBDA Italia SpA – Upon:
    - a) delivery, if the Item(s) are “Commercial off the Shelf”;
    - or
    - b) the acceptance of the Item(s), if they are manufactured by the Supplier in accordance with the requirement(s)/specification(s) provided by the Customer.

Unless otherwise specified in the Order, risk in the Item(s) shall pass to the Customer upon delivery.

## 10. REJECTION OF NON-CONFORMING ITEM(S)

- (i) If the Customer is not satisfied with an Item that has been delivered in accordance with the Order, the Customer – subject to the law governing these General Conditions, giving a prompt written notice to the Supplier and without prejudice to its other rights and remedies – may, at any time:
- a) reject that Item in whole or in part; and
  - b) require the Supplier to replace or repair the Item(s) at the Supplier's expense and risk and re-deliver the Item(s) that conforms with the requirements of the Order within 28 (twenty eight) days or such other time as agreed between the Customer and the Supplier ; or  
require the Supplier to refund any payments made in respect of the Item(s) rejected.

## 11. PENALI / PENALITES / LIQUIDATED DAMAGES FOR LATE DELIVERY

- (i) Calculation of penali/pénalités/liquidated damages

- a) For MBDA France:

If the Supplier is delayed in delivering the Item(s), in whole or in part, the Customer shall be entitled, without prior notice, to apply pénalités of 0,10% of the price excluding taxes of the delayed Item(s) or milestone event for each day of delay up to a maximum of 30% of total amount, excluding taxes, of the Order.

- b) For MBDA UK Limited and MBDA Italia SpA:

If the Supplier is delayed in delivering the Item(s), in whole or in part, the Customer shall be entitled to apply contractual liquidated damages/penali of 1% of the price of the delayed Item(s) or milestone event for each full week of delay to a maximum of 10% of the price for the Item(s) so delayed.

- c) For MBDA France, MBDA UK Limited and MBDA Italia SpA:

The payment of penali/pénalités/liquidated damages shall not relieve the Supplier from its obligation to deliver the Item(s) and is without prejudice to any Customer's right and remedy provided by the law and by the Order including the right of the Customer to claim for damages to the Supplier for any damage and/or loss caused by the delay.

Where Item(s) have been rejected or returned for repair under Condition 10, such Item(s) shall not be considered as delivered to the Customer.

In addition, the Customer shall be entitled to terminate the Order in accordance with Conditions 13 (i) (a) and 13 (ii) (a) if the delay exceeds 10 (ten) weeks.

- (ii) Application rules

- a) for Orders issued by MBDA Italia S.p.A.:

Following the notification by the Customer to the Supplier of the amount of provisional penali calculated in accordance with Condition 11 (i)(b) above, the Supplier may submit a defence report to the Customer within 30 (thirty) days. After the analysis of the defence report or failing the receipt of a defence report within the above time period, the Customer shall notify to the Supplier the amount of penali that shall become final and due for payment within 30 (thirty) days from the date of notification.

b) for Orders issued by MBDA France or MBDA UK Limited:

Following the notification by the Customer to the Supplier of the amount of provisional pénalités/liquidated damages calculated in accordance with Condition 11 (i) (a) or 11 (i) (b) above, the Supplier may submit a defence report to the Customer within 30 (thirty) days. After the analysis of the defence report or failing the receipt of a defence report within the above time period, the Customer shall notify to the Supplier the amount of pénalités/liquidated damages that shall become final and due for payment within 30 (thirty) days from the date of notification. Failing such payment, the Customer may deduct the amount of pénalités/liquidated damages from any of the Supplier's invoice relating to the Order or any other contract and/or order placed by the Customer with the Supplier. The Customer shall then return to the Customer a debit note for administrative purposes within 30 (thirty) days.

## 12. WARRANTY

- (i) Unless stated otherwise on the Order, the Supplier warrants that for a period of 24 (twenty four) months from the date of delivery, each Item shall function properly, be fit for the purpose for which it was intended, of satisfactory quality, conform in all respects to the Specification and be free from defects (whether actual or latent) in design, material, and workmanship.
- (ii) Unless stated otherwise on the Order, for a period of 24 (twenty four) months from the date of the delivery of the Item(s), or any repaired or replaced Item(s), the Supplier shall at its own expense and risk forthwith either, repair or replace any defective Item(s) at the discretion of the Customer and re-deliver Item(s) that comply with the Order.
- (iii) The Supplier shall repair or replace the Item(s) within a maximum period of 1 (one) month after its delivery date to the Supplier unless otherwise specifically agreed by the Parties. Beyond this period, the Customer shall be entitled to apply penalty/pénalités/liquidated damages, as per Condition 11.
- (iv) When replacement Item(s) or parts are provided by the Supplier the Item(s) or parts removed shall become the property of the Supplier.
- (v) In the event of a defect in one Item(s) impairing the use of any remaining Item(s) within the repair period then the warranty period as stated at Condition 12(ii) shall be extended by any period of such impairment.
- (vi) The provisions of this Condition shall apply in addition and without prejudice to any other rights and remedies available to the Customer whether express, implied or statutory.

## 13. TERMINATION

- (i) Termination of Order(s) issued by MBDA Italia S.p.A. or MBDA UK Limited

a) Termination for Default

In the event of a breach of the Order or any of these General Conditions, the Customer has the right to give the Supplier notice of such breach. If such breach is capable of remedy the Supplier shall rectify the breach within 28 (twenty-eight) days from the date of such notice. If the Supplier does not rectify the breach within 28 (twenty eight) days, or if the breach is not capable of remedy, then the Customer has the right to give the Supplier written notice terminating the Order in whole or in part without prejudice to any Customer's rights and remedies provided by the law and by the Contract.

b) Termination for Convenience

The Order may be terminated by the Customer at any time in whole or in part by delivery to the Supplier of a notice of termination. In the event of such notice being given the Supplier shall comply with any directions with regard to the Item(s) which may be given by the Customer. The Supplier shall submit an account to the Customer within 3 (three) months from the date of such notice in the form prescribed by the Customer. The Customer shall pay the Supplier for all completed work and shall agree a fair and reasonable price for all work partially completed in furtherance of the Order and for any reasonable costs incurred by the Supplier up to the time of termination as evidenced by the Supplier. Such agreed price when added to any sums paid or due to the Supplier under the Order shall not exceed the total Order price of the Item(s) so terminated and shall be in full and final settlement of the termination for convenience.

c) Termination for Force Majeure

In case a Force Majeure event prevents the performance of the Order, the Customer is entitled to terminate, in whole or in part, the Order by delivering to the Supplier a written notice of termination for Force Majeure. In case of termination of the Order according to this Condition 13 (c), the Customer shall pay to the Supplier the contractual value of all accepted and delivered Items up to the effective date of termination and the contractual value of all wholly or partially completed Items that the Customer wishes to be accepted and delivered, such amounts not to exceed the total Order price of the Item(s) so terminated. The Supplier shall repay to the Customer the amount of sums paid by the Customer as advance payments and instalments related to terminated Item(s) and shall pay liquidated damages/penali for late delivery up to the date of occurrence of the Force Majeure event. Neither Party has the right to claim for damages due to the termination for Force Majeure.

d) Termination for Insolvency for Order(s) issued by MBDA UK Limited

If the Supplier in circumstances of insolvency becomes unable to pay his creditors or has a receiver or administrator appointed over its business or is compulsorily or voluntarily wound up or if the Customer bona fide believes that any such events may occur then the Customer shall have the right, without prejudice to any other right and remedy, to suspend the performance of or terminate the Order forthwith without incurring any liability whatsoever except in respect of any Item(s) previously delivered.

e) The Customer and the Supplier shall use all reasonable endeavours to mitigate their loss on any termination.

(ii) Termination of Order(s) issued by MBDA France:

a) Termination for Supplier's default

Notwithstanding any other rights of the Customer, in the event of a breach of the Order by the Supplier as provided hereunder, the Customer may terminate the Order, as of right, in whole or in part, by registered letter with acknowledgement of receipt:

- non-compliance of the Item(s) leading to repeated refusals from the Customer;
- a delay in the performance of the Order as provided for in Condition 11(i)(c);
- any breach of its obligations under Condition 14 (v) relating to infringement of IP/IPR;
- any breach of its obligations in relation to Health & Safety and Environment stated in Conditions 15 (i) and 15 (iv) and to Reach regulation stated in Condition 15 (v);
- any breach of its obligations under Condition 17 Confidentiality and Security;
- any breach of its obligations under Condition 21 (ii) relating to Export Control;
- any fraudulent act committed in the performance of the Order.



If the breach results from a delay in the performance of the Order, repeated non-compliance of Items, a breach of the Supplier's obligations relating to infringement of IP/IPR or a breach of the Supplier relating to its Export Control obligations, the Customer may only terminate the Order after a formal written notice to remedy the breach within 28 (twenty eight) days which remains without effect.

For all the other breaches specified hereinabove, the Customer may terminate the Order upon the occurrence of the breach, without the need of a prior formal written notice.

b) Termination for Customer's default

Notwithstanding any other rights of the Supplier, in the event of a breach of the Order by the Customer as provided hereunder, the Supplier may terminate the Order, as of right, in whole or in part, by registered letter with acknowledgement of receipt:

- any unjustified delay in payment exceeding 3 (three) months;
- any breach of its obligations under Condition 17 Confidentiality and Security ;
- any fraudulent act committed in the performance of the Order.

If the breach results from an unjustified delay in payment, the Supplier may terminate all or part of the Order after a formal written notice to remedy the breach within 28 (twenty-eight) days, which remains without effect.

For all the other breaches specified hereinabove, the Supplier may terminate the Order upon the occurrence of the breach, without the need of a prior formal written notice.

c) Termination without breach of the Order by the Supplier

Where all or part of the contract between the Customer and the End User is terminated or where such contract has been suspended for a period exceeding 6 (six) months, the Customer may terminate all or part of the Order with a 2 (two) month prior notice sent by registered letter with acknowledgement of receipt.

In such case, the Supplier shall comply with any directions with regard to the Item(s) which may be given by the Customer. The Supplier shall submit an account to the Customer within 3 (three) months from the date of such notice in the form prescribed by the Customer. The Customer undertakes to agree a fair and reasonable price for all work performed in furtherance of the Order and for any specific materials purchased by the Supplier up to the time of termination. Such agreed price when added to any sums paid or separately due to the Supplier under the Order shall not exceed the total Order price of the Item(s) so terminated and shall be in full and final settlement of the termination for convenience.

d) Termination for Force Majeure

Unless otherwise stipulated in the Order, in case a Force Majeure event prevents the performance of the Order for more than 6 (six) months, either Party may terminate that part of the Order that cannot be performed, by delivering to the other Party a formal written notice of termination for Force Majeure. In case of termination of the Order according to this Condition 13 (ii) (d), the Customer shall pay to the Supplier the contractual value of all accepted and delivered Items up to the effective date of termination and the contractual value of all wholly or partially completed Items that the Customer wishes to be accepted and delivered, such amounts not to exceed the total Order price of the Item(s) so terminated. The Supplier shall repay to the Customer the amount of sums paid by the Customer as advance payments and instalments related to terminated Item(s) and shall pay pénalités for late delivery up to the date of occurrence of the Force Majeure event. Neither Party has the right to claim for damages due to the termination for Force Majeure.

e) The Customer and the Supplier shall use all reasonable endeavours to mitigate their loss on any termination.

## 14. INTELLECTUAL PROPERTY RIGHTS

- (i) No Party shall acquire title to any Background IP/IPR of the other Party pursuant to this Order.
- (ii) The Customer shall have a royalty-free, non-exclusive, unlimited, worldwide licence, with the right to sub-licence, to use and have used the Supplier's Background IP/IPR for the purpose of enabling the Customer to (i) perform this Order and/or perform the contract(s) between the Customer and its main contractor(s), if any; and (ii) use and have used the Foreground IP/IPR.
- (iii) For MBDA France  

The Customer shall become the sole owner of any Foreground IP/IPR. For the Foreground IP/IPR subject to rights of authorship, the Supplier hereby assigns to the Customer, on an exclusive basis, worldwide and for the legal period of protection of rights of authorship, all patrimonial rights of authorship. These rights include the rights of reproduction, representation, modification, adaptation, translation and the rights to sell, licence, sub-licence, rent, loan, in any form and format (whether known or to be discovered in the future), in whole or in part and by all means. For the particular case of software and databases, the following rights are in addition to the previous ones: the rights of evaluating, testing, integrating into any information technology environment, decompiling, developing an interface enabling interoperability with other software. The price of the Item(s) includes the price of the above assigned rights.
- (iv) For MBDA UK Limited and MBDA Italia SpA  

The Customer shall become the sole owner of any Foreground IP/IPR.
- (v) The Supplier hereby warrants to the best of his belief that the Item(s) and the intended use thereof do not infringe any third party owned IP/IPR whatsoever existing or pending at the date of the Order and hereby agrees to hold harmless and fully indemnify the Customer and its subsidiaries, assigns and associated companies against any liability, damages and expenses whatsoever incurred by or on behalf of the Customer and its subsidiaries and associated companies as a result of the infringement or alleged infringement by the position or use of the Item(s) of any IP/IPR belonging to any third parties. The Supplier shall immediately notify the Customer of any proceedings and:
  - a. either replace the infringing Item(s) with non-infringing Item(s) with the minimum of delay; or
  - b. secure the right for the Customer to use and have used (i.e. right of sub licence) the infringing Item(s).

## 15. HEALTH & SAFETY AND ENVIRONMENT

- (i) The Supplier shall carry out all work under the Order in accordance with all health & safety and environmental legislation applicable to the Supplier, and shall ensure that his sub-contractors correspondingly comply with such legislation.
- (ii) The Supplier, his employees and his sub-contractors shall comply with the Customer's procedures relating to discipline, fire, health & safety and environment when on the Customer's site or such other site as the Order so directs.
- (iii) The Supplier shall promptly, and in any event on delivery, provide the Customer with all present and future instructions relating to the handling, use and disposal of Item(s) and in particular draw attention to any dangers or health & safety and environmental hazards or restrictions associated with the Item(s).

- (iv) The Supplier shall ensure that all Item(s) are CE compliant. In the event that the Item(s) are not compliant the Supplier shall notify the Customer on receipt of the Order. The Customer is not obliged to accept delivery of Item(s) that are not CE compliant unless agreed, in writing, between the Supplier and the Customer.
- (v) The Supplier declares and guarantees a total and prompt fulfilment (including by its relevant suppliers, co-suppliers and sub-suppliers) of all the burdens and prescriptions subsequent to the EU Regulation n. 1907/2006 of the European Parliament and the European Committee of 18 December 2006, concerning the registration, evaluation, authorisation and restriction of chemical substances (REACH), with total and absolute assurance with respect to the Customer.

The Supplier shall communicate any information related to article 33 to the appropriate electronic address: [reach.reglement@mbda-systems.com](mailto:reach.reglement@mbda-systems.com) for MBDA France, [reach@mbda.it](mailto:reach@mbda.it) for MBDA Italia S.p.A and [ftn.REACH@mbda-systems.com](mailto:ftn.REACH@mbda-systems.com) for MBDA UK Limited. In no case shall the Customer be deemed responsible for the non-registration or pre-registration by the Supplier, its relevant suppliers, co-suppliers and sub-suppliers, of the chemical products which are the object of the supply according to what can be foreseen by the said Regulation. Should the Supplier, its relevant suppliers, co-suppliers and sub-suppliers, be defaulting on the said burdens and prescriptions, the Customer may terminate for default the Order and claim for damages.

## 16. LIABILITIES

- (i) The Parties shall at all times indemnify and hold one another harmless against all costs, claims, damages, expenses, proceedings and judgements in respect of injury (including death), loss or damage to any person or property to the extent that they arise as a result of the indemnifying Party's negligence. The Supplier shall insure the Customer to the full amount of any prospective liability and shall give the Customer, upon reasonable request, sight of the insurance policies effected.
- (ii) The Supplier shall be liable to compensate the Customer for any damage of a direct nature in relation to a default in the performance of the Order, or as a consequence of the negligence of their employees or persons acting under their supervision, control or authority in the course of the performance of the Order.

## 17. CONFIDENTIALITY AND SECURITY

- (i) Unless a specific Confidentiality Agreement applies to this Order, this Condition 17 shall apply.
  - a) Proprietary Information supplied by a Party to the other Party shall be treated by the receiving Party as confidential, shall not be used for any purpose other than for the receiving Party's performance of the Order, shall not be disclosed to any personnel within its own organization who do not have a need to receive such Proprietary Information for the purpose of the performance of the Order, and shall not be disclosed to any third party except with the prior written approval of the disclosing Party.

The hereabove defined confidentiality obligations shall apply from the date of receipt of Proprietary Information and until the end of a period of ten (10) years following expiration or termination of the Order.
  - b) The protection to be accorded to Proprietary Information hereunder does not and shall not extend to any information which can be proved by the receiving Party upon request by the disclosing Party:
    - 1) at the time of disclosure was, or thereafter became, part of the public domain otherwise than through the fault or negligence of the receiving Party; or
    - 2) was lawfully obtained by the receiving Party from a third party with full rights of disclosure; or

3) was already known to the receiving Party at the date of receipt of the Proprietary Information pursuant to this Order; or

4) has become known independently to the receiving Party without making use of the Proprietary Information of the disclosing Party.

c) Notwithstanding any provisions of this Order:

1) transfer of Classified Information by the disclosing Party to the receiving Party shall be made in compliance with the restriction and procedures imposed by the disclosing Party's national Government and by the Government having the jurisdiction over their originator;

2) the receiving Party undertakes to follow such security procedures as are notified to it by the disclosing Party as having been prescribed by or on behalf of its national Government with respect to disclosure, receipt, protection, use and handling of Classified Information received from the disclosing Party;

3) any Classified Information shall whatever the method of disclosure be identified by the disclosing Party as Classified Information at the time of disclosure.

d) In case of termination or expiration of time of this Order, the receiving Party shall retain no Proprietary Information and shall promptly destroy the Proprietary Information unless the disclosing Party requests that such Proprietary Information be returned to the disclosing Party. In case of destruction, the receiving Party shall certify in writing such disposal.

e) The provisions of this clause 17 (i) shall be effective notwithstanding any termination by expiration of time or otherwise of this Order.

- (ii) The Supplier shall not disclose the Customer's name, the name of the End User, the name of any project or programme, the existence of the Order or any other IP acquired through his dealings with the Customer for any reason whatsoever including for publicity or marketing purposes without the prior written consent of the Customer. These information shall be considered as Proprietary Information and as such subject to the hereabove obligations.
- (iii) In the conduct of the Supplier's dealings with the Customer, neither the Customer nor the Supplier shall remove from the other's premises any items including (without limitation) drawings, specifications, documents, or data without the other's prior written consent, subject always to Condition 17(i) above.
- (iv) The sites of a Party to which the other Party may have access during his performance of the Order may be subject to national security requirements.
- (v) No employee of either Party shall try to access or use a computer or network of the other Party without its formal authorization.

## 18. ASSIGNMENT

This Order shall be personal to the Parties. Neither Party shall assign its rights or obligations under the Order in whole or in part (except for the purposes of corporate merger, restructuring, reorganisation) without the prior written consent of the other Party, which shall not be unreasonably withheld.

## **19. PROPERTY ISSUED BY THE CUSTOMER**

All property lent or entrusted by the Customer to the Supplier for the performance of the Order shall be used exclusively for that purpose in accordance with any instructions provided by the Customer. Such property shall be separately identified and segregated from the Supplier's property, and shall be properly safeguarded and maintained in good working repair and condition. The Supplier shall observe any instructions given to it by the Customer as to its eventual return to the Customer. Whilst in the custody of the Supplier, such property shall be kept fully insured, to the replacement cost, against loss and/or damage until its return to the Customer.

## **20. TOOLING AND TEST EQUIPMENT**

All tooling and test equipment acquired or created by the Supplier in performance of the Order shall be and remain the property of the Customer unless otherwise specifically agreed between the Parties, and shall be treated by the Supplier in the same manner as is referred to in Condition 19 above.

## **21. COMPLIANCE WITH LAWS AND REGULATIONS**

- (i) The Supplier shall comply with the law (Condition 24) and all other requirements and regulations applicable to the Order.
- (ii) The Item(s) may be exported or re-exported by the Customer and the Supplier confirms that no restriction exists which would operate to limit the Customer's right to do so

## **22. NOTICES**

- (i) Except for the provision under Condition 22 (ii) below, all notices and communications between the Parties shall be in writing and in English language.
- (ii) In the event that the Customer and the Supplier have the same nationality, all notice and communication between the Parties shall be in their national language.
- (iii) Any notice or other communication sent to the Supplier shall be sufficient if sent to an address notified to the Customer for the purpose or to the address of the Supplier last known to the Customer.
- (iv) Notices or other communications sent by the Supplier to the Customer shall be sent to the address given for the Customer on the Order for the attention of the person indicated on Order.

## **23. WAIVER**

Any failure, delay, relaxation or concession by any of the Parties in the exercise of his rights to insist upon the performance of any of the obligations, or to exercise any rights hereunder in any given instance shall not be construed as a waiver or relinquishment of the exercise of any such rights in any other instance and the obligations of the other Party shall in all other cases continue in full force and effect.

## 24. LAW AND JURISDICTION – DISPUTES

- (i) The Order and these General Conditions shall be governed by the law applicable to the country of jurisdiction of the Customer.
- (ii) For MBDA UK and MBDA Italia, any disputes arising out of or in connection with the Order and these General Conditions shall be submitted to the Courts having jurisdiction in the Country of the Customer.
- (iii) For MBDA France, any disputes arising out of or in connection with the Order and these General Conditions shall be submitted to the competent courts of Paris.  
In the event that any provisions of the Order become invalid, void or unenforceable for any reason whatsoever, the Parties shall remain bound by the other provisions of the Order.

## 25. ACCEPTANCE AND COMING INTO FORCE OF THE ORDER

- (i) In relation to Orders issued by MBDA Italia S.p.A only:

The acknowledgment of receipt attached to the Order shall be returned to the Customer duly signed for acceptance by the Supplier and bearing the Supplier's business stamp. The Order shall become effective after the Customer has received the aforesaid acknowledgment of receipt.

The Supplier warrants that he has carefully read all the clauses provided under this Customer Purchase Terms and Conditions and that, in accordance with articles 1341 and 1342 of the Italian Civil Code, by signing below, hereby specifically accepts the provisions of the clauses hereinafter set forth: Clause 4 (Delivery); Clause 6 (Quality); Clause 9 (Title and Risk); Clause 10 (Rejection of non-conforming Item(s)); Clause 11 (Penali/Penalitès/Liquidated damages for late delivery); Clause 12 (Warranty); Clause 13 (Termination); Clause 14 (Intellectual Property Rights); Clause 15 (Health & Safety and Environment); Clause 16 (Liabilities); Clause 17 (Confidentiality and Security); Clause 18 (Assignment); Clause 19 (Property Issued by the Customer); Clause 20 (Tooling and Test Equipment); Clause 21 (compliance with Law and regulations); Clause 23 (Waiver); Clause 24 (Law and Jurisdiction – Disputes).

The Supplier:

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- (ii) In relation to Orders issued by MBDA France only:

The acknowledgment of receipt attached to the Order must be returned signed to the Customer with unconditional acceptance by the Supplier within 14 (fourteen) days from the Supplier's receipt of the Order.

The Order shall become effective after the Customer has received the acknowledgment of receipt attached to the Order, with retroactive effect to the date indicated on the header of the Order.

Should the duly signed acknowledgment of receipt not be received within the period stipulated hereabove, (i) any beginning of the performance of the Order by the Supplier shall be deemed a full acceptance of the Order by the Supplier; or (ii) in the absence of such beginning of the performance of the Order by the Supplier, the Order shall be considered as not accepted.

(iii) In relation to Orders issued by MBDA UK Limited only:

The Order shall become effective after the Customer has received the acknowledgment of receipt attached to the Order, with retroactive effect to the date of issue of the Order.

Where the Supplier fails to ensure that this signed acknowledgement of receipt has been returned to the Customer within a period of 14 days starting from the date of reception of the Order, the Order is deemed fully accepted.