

AAF P&I Standard Terms and Conditions of Sale (AAFP&I-GB-GTCS-2026-V1.0)

The customer's attention is drawn in particular to the provisions of clause 11 (Limitation of Liability). Nothing in these Conditions excludes or limits any rights or remedies that cannot be excluded or limited under applicable mandatory law.

1. APPLICABILITY

- 1.1 These Conditions shall form part of every contract of sale entered into by AAF P&I, including AAF Limited, AAF France SAS, AAF SA. and AAF S.r.l, or any other AAF group entity identified as the "Supplier" in the Order Acknowledgement, to the exclusion of all other terms and conditions the customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 1.2 To the extent that any applicable mandatory law (including, where applicable, mandatory provisions of the country where the Customer is established or where the Goods are delivered/used) applies and cannot be derogated from by contract, such mandatory law shall prevail over inconsistent provisions of these Conditions, but only to the minimum extent required.

2. INTERPRETATION

2.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in the country where the Supplier entity issuing the Order Acknowledgement is established, when banks are open for business.

Business Hours: the period from 9 am to 5 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 20.5.

Contract: the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

Customer: the person or firm who purchases the Goods from the Supplier.

Data Protection Laws: means all applicable laws and regulations relating to the processing, protection, privacy and security of personal data, including the EU GDPR, the UK GDPR, the Data Protection Act 2018, the Privacy and Electronic Communications Directive 2002/58/EC (and any implementing legislation), and any legislation replacing, amending or supplementing the foregoing.

Goods: the goods (or any part of them) set out in the Order.

Order: the Customer's order for the Goods, as set out in the Customer's purchase order form or written acceptance of the Supplier's quotation, as applicable.

Specification: any specification for the Goods, including any related plans and drawings, that is agreed by the Customer and the Supplier.

Supplier:

- In the UK: AAF Limited (registered number 00875806) of Bassington Industrial Estate, Cramlington, Northumberland NE23 8AF,
- in France: AAF France (SIREN number 775 574 213) of Rue William Dian, 27620 Gasny,
- in Spain: AAF SA (registered number A01007756) of Calle Urartea, 11, Polígono Industrial Ali Gobeo, 01010 Vitoria-Gasteiz (Álava) and
- in Italy: AAF S.r.l. (company number 01934050152) of Via Friuli 28/30, 21047 Saronno (VA). For EU-wide use, the Supplier shall be the AAF entity named in the Order Acknowledgement (or invoice).

Warranty Period: has the meaning given in clause 6.1.

2.2 Interpretation

- a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- b) A reference to a party includes its personal representatives, successors and permitted assigns.
- c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- e) A reference to "writing" or "written" includes email and other electronic communications capable of being stored and reproduced, including e.signature platforms, unless a clause expressly requires "signed" writing.

3. BASIS OF CONTRACT

- 3.1 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification submitted by the Customer are complete and accurate.
- 3.2 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, including by email or by electronic order acknowledgement, at which point and on which date the Contract shall come into existence.
- 3.3 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions to the extent permitted by applicable law.
- 3.4 Any samples, drawings or advertising produced by the Supplier and any illustrations contained in the Supplier's quotes or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.
- 3.5 A quotation for the Goods given by the Supplier shall not constitute an offer. Unless otherwise stated in writing, a quotation shall only be valid for a period of 30 days from its date of issue.

4. GOODS

- 4.1 The Goods are described in the Supplier's quote as modified by any applicable Specification.
- 4.2 To the extent that the Goods are to be manufactured in accordance with a Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Supplier in connection with any claim made against the Supplier for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the Supplier's use of the Specification provided that the Supplier promptly notifies the Customer of any such claim, gives the Customer reasonable cooperation, and allows the Customer to conduct the defence and settlement (subject to the Supplier's reasonable approval where settlement admits liability for the Supplier). This clause 4.2 shall survive termination of the Contract.
- 4.3 The Supplier reserves the right to amend the Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.
- 4.4 The Customer is responsible for ensuring the accuracy of any Order (including any applicable Goods Specification) submitted to the Supplier, and for providing the Supplier with any necessary information relating to the Goods within sufficient time to allow the Supplier to perform the Contract.
- 4.5 No Order which has been accepted by the Supplier under clause 3.2 may be cancelled by the Customer except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of or in connection with the cancellation.

5. DELIVERY

- 5.1 The Supplier shall ensure that:
- each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the contract number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 5.2 Unless otherwise agreed in writing, delivery shall be FCA Supplier's premises, Incoterms® 2020. Where delivery is FCA Supplier's premises, delivery shall be completed when the Goods are loaded onto the collecting vehicle provided by or on behalf of the Customer. Any Incoterms® reference means Incoterms® 2020.
- 5.3 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence to the extent permitted by applicable law. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.4 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods, to the extent permitted by applicable law and subject to clause 11. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 5.5 Notwithstanding clause 5.2, and unless otherwise agreed, should the Customer fail to take delivery or to arrange collection of the Goods within ten (10) Business Days of the Supplier notifying the Customer that the Goods are ready for delivery, delivery shall be deemed to have been completed at 9:00 am on the tenth Business Day after such notification and the Supplier shall store the Goods until actual delivery takes place and have the right to charge the Customer for all related costs and expenses including storage, handling, insurance, transport, re-delivery and administration costs.
- 5.6 If the Customer has not taken delivery or arranged collection within 30 days after the Supplier notifies the Customer that the Goods are ready, the Supplier may resell or dispose of some or all of the Goods. The Supplier may deduct reasonable storage and selling costs and charge the Customer for any shortfall against the Contract price. If the Goods are bespoke, customer-specific, non-standard or not readily resalable, the Customer remains liable for the full Contract price and all related storage, insurance, handling and disposal costs. In those circumstances, the Supplier is not required to try to resell the Goods.
- 5.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall be treated as a separate delivery for the purposes of delivery, acceptance, invoicing and payment. Any delay in delivery, or defect in, an instalment shall not entitle the Customer to cancel, reject or refuse any other instalment or the Contract as a whole.

6. QUALITY

- 6.1 The Supplier warrants that on delivery, and for a period of 18 months from the date of delivery or 12 months from the date of putting into operation whichever occurs first (**Warranty Period**), the Goods shall:
- conform in all material respects with their description and any applicable Specification;
 - be free from material defects in design, material and workmanship;
 - be of satisfactory quality; and
 - be fit for any purpose held out by the Supplier.
- Any express warranty in these Conditions is in addition to and does not affect any mandatory statutory rights or remedies that cannot be excluded or limited, including mandatory rules on conformity, latent defects, and product liability where applicable.
- 6.2 The Customer shall inspect the Goods as soon as reasonably practicable following delivery and shall notify the Supplier in writing of any apparent defect, shortage, damage or non-conformity within ten (10) Business Days following delivery. Subject to any mandatory rights under applicable law, failing such notice the Goods shall be deemed accepted without prejudice to the Customer's rights in respect of latent defects covered by the warranty in clause 6.1.
- 6.3 Subject to clause 6.4, if:
- the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 6.1;
 - the Supplier is given a reasonable opportunity of examining such Goods; and
 - the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full. Unless otherwise agreed in writing, the Customer bears the cost of removal/reinstallation and return except where applicable mandatory law requires the Supplier to bear such costs.
- 6.4 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 6.1 if:
- the defect in the Goods arises from any drawing, design or specification supplied by the Customer
 - the Customer makes any further use of such Goods after giving notice in accordance with clause 6.3;
 - the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - the Customer alters or repairs such Goods without the written consent of the Supplier;
 - the defect arises as a result of fair wear and tear, abnormal physical stress or environmental conditions, erosion or corrosion, wilful damage, negligence, or abnormal storage or working conditions;
 - the Goods differ from their description and any applicable Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
 - the price for the Goods has not been paid in full by the due date for payment.
 - Nothing in this clause 6.4 excludes liability for defects caused by the Supplier's gross negligence or wilful misconduct where such exclusion is not permitted, nor does it limit any mandatory statutory remedies.
- 6.5 Except as provided in this clause 6, clause 11, and applicable mandatory law, the Supplier shall have no further liability for breach of the warranty in clause 6.1.
- 6.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

7. TITLE AND RISK

- 7.1 The risk in the Goods shall pass to the Customer on completion of delivery as determined under clause 5 and the applicable Incoterms® term.
- 7.2 Title to the Goods shall not pass to the Customer until the earlier of:
- the Supplier receives payment in full (in cash or cleared funds) for the Goods; or
 - resale under clause 7.4.

- 7.3 Until title to the Goods has passed to the Customer, the Customer shall:
- a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
 - b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
 - d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d); and
 - e) give the Supplier such information as the Supplier may reasonably require from time to time relating to:
 - i) the Goods; and
 - ii) the ongoing financial position of the Customer.
- 7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:
- a) it does so as principal and not as the Supplier's agent; and
 - b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.
- 7.5 At any time before title to the Goods passes to the Customer, the Supplier may:
- a) by notice in writing, terminate the Customer's right under clause 7.4 to resell the Goods or use them in the ordinary course of its business; and
 - b) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored to recover them.
- 7.6 The retention of title provisions in this clause 7 shall apply to the fullest extent permitted under the law governing proprietary effects and insolvency in the country where the Goods are located. The Customer shall, at the Supplier's request, promptly do all acts and provide all documents necessary to protect and, where required, register or perfect the Supplier's title or security interest in the Goods.
- 7.7 Where permitted by applicable law, the Customer holds the proceeds of any resale of the Goods on trust for the Supplier to the extent of sums owed to the Supplier, and shall keep such proceeds identifiable and separate.

8. SUPPLY OF SERVICES

- 8.1 Where Services are provided, clauses 8 to 9 apply only to the Services expressly stated in the Order Acknowledgement. If no Services are stated, clauses 8 to 9 do not apply.
- 8.2 The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 8.3 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Service Specification, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 8.4 The Supplier reserves the right to amend the Services Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 8.5 The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

9. CUSTOMER OBLIGATIONS

- 9.1 The Customer shall:
- a) ensure that the terms of the Order and any information it provides in the Service Specification are complete and accurate, and provide the Supplier any necessary information relating to the Services within sufficient time to allow the Supplier to perform the Contract;
 - b) co-operate with the Supplier in all matters relating to the Services;
 - c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services;
 - d) provide the Supplier with such information and materials as the Supplier may reasonably require to supply the Services, and ensure that such information is complete and accurate in all material respects;
 - e) prepare the Customer's premises for the supply of the Services;
 - f) ensure that the site at which the Goods are to be delivered, installed, commissioned or used, together with all foundations, supporting structures, utilities, access routes, lifting facilities, permits, safety arrangements and environmental conditions, are suitable for the Goods and any Services to be provided;
 - g) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
 - h) comply with all applicable laws, including health and safety laws;
 - i) keep all materials, equipment, documents and other property of the Supplier (Supplier Materials) at the Customer's premises in safe custody at its own risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and
 - j) comply with any additional obligations as set out in the Service Specification and the Goods Specification.
- 9.2 If the Supplier's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (Customer Default):
- a) without limiting or affecting any other right or remedy available to it, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays Supplier's performance of any of its obligations;
 - b) Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 9.2; and
 - c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

10. PRICE AND PAYMENT

- 10.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

- 10.2 The charges for Services shall be calculated on a time and materials basis:
- a) the charges shall be calculated in accordance with the Supplier's daily or hourly fee rates, as set out in the Service Specification or as are applicable generally from time to time in the event they are not set out in the Service Specification;
 - b) The Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
 - c) The Supplier shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro-rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 10.2.b; and
 - d) The Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 10.3 The Customer shall be responsible for complying with any legislation or regulations governing the importation of Goods into the country of destination and for the payment of any duties thereon subject to the agreed Incoterms® rule in clause 5.2.
- 10.4 The Supplier may, by giving notice to the Customer at any time up to 30 Business Days before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
 - c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 10.5 The price of the Goods:
- a) excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 10.6 The Supplier may invoice the Customer for the Goods on or at any time after completion of delivery, including any deemed delivery pursuant to clause 5.5.
- 10.7 Unless otherwise agreed in writing, the Customer shall pay each invoice submitted by the Supplier:
- a) within 30 days of the date of the invoice;
 - b) in full and in cleared funds to a bank account nominated in writing by the Supplier; and
 - c) time for payment shall be of the essence of the Contract.
- 10.8 Without prejudice to any other rights or remedies available to the Supplier, in the event that the Customer fails to make any payment in accordance with the agreed payment terms and/or contractual payment milestones, the Supplier shall be entitled, upon written notice to the Customer, to suspend performance of its obligations under the Contract (including, without limitation, suspension of manufacture, delivery and/or services) until such time as all outstanding amounts are paid in full. In such circumstances, the Supplier shall not be liable for any delay arising from such suspension, and the delivery schedule and/or performance timelines shall be automatically extended for a period corresponding to the duration of the suspension, together with any reasonable remobilisation period required by the Supplier.
- 10.9 If the Customer fails to make payment by the due date, the Supplier may charge interest on the overdue sum at the statutory rate applicable under the EU Late Payment regime as implemented in the Supplier's country of establishment, accruing daily from the due date until payment, whether before or after judgment. The Supplier may also recover any fixed and reasonable recovery costs permitted by applicable law.
- 10.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding except where (i) required by law, or (ii) the Customer has a final, non-appealable court judgment requiring set-off. The Customer shall not withhold payment due to any alleged defect, warranty claim or disputed claim.

11. LIMITATION OF LIABILITY

- 11.1 The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.
- 11.2 References to liability in this clause 11 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.3 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
 - b) fraud or fraudulent misrepresentation;
 - c) wilful misconduct or gross negligence, where limitation/exclusion is prohibited;
 - d) liability under mandatory product liability laws; and
 - e) any other liability that cannot be limited or excluded under applicable mandatory law.
- 11.4 Subject to clause 11.3, the Supplier's total liability to the Customer shall not exceed 100% of the amounts actually paid by the Customer under the relevant Order.
- 11.5 Where applicable law does not permit limitation of liability for breach of an essential contractual obligation to the extent such limitation would deprive the Customer of the Contract's essential benefit, the Supplier's liability for such breach shall be limited to foreseeable, typical losses, and in any event subject to the cap in clause 11.4 to the extent permitted.
- 11.6 Subject to clause 11.3 and to the extent permitted by applicable law, the following types of loss are wholly excluded:
- a) loss of profits;
 - b) loss of sales or business;
 - c) loss of agreements or contracts;
 - d) loss of anticipated savings;
 - e) loss of use or corruption of software, data or information;
 - f) loss of or damage to goodwill; and
 - g) indirect or consequential loss.
- 11.7 The Customer shall notify the Supplier in writing of any claim arising out of or in connection with the Contract within a reasonable time after becoming aware of the circumstances giving rise to the claim, and in any event no later than twelve (12) months from the date of delivery of the Goods or performance of the relevant Services. Failure to provide such notice within this period shall, to the extent permitted by applicable law, result in the claim being time-barred.
- 11.8 This clause 11 shall survive termination of the Contract.

12. INTELLECTUAL PROPERTY RIGHTS

- 12.1 All intellectual property rights, including rights in drawings, designs, calculations, specifications, software, source code, technical information, reports, manuals, catalogues, quotations, engineering documentation and other materials supplied or made available by the Supplier in connection with the Contract shall remain vested in the Supplier or its licensors.
- 12.2 Unless otherwise agreed in writing, the Customer is granted a non-exclusive, non-transferable, revocable licence to use such materials solely to the extent necessary for the installation, operation, maintenance and repair of the Goods supplied under the Contract.
- 12.3 The Customer shall not copy, reproduce, modify, reverse engineer, disassemble, disclose, distribute, provide or make available any such materials to any third party except with the Supplier's prior written consent.
- 12.4 The Customer shall not use any drawings, designs, calculations, specifications or other technical information supplied by the Supplier for the manufacture, procurement or supply of replacement equipment, components or competing products by the Customer or any third party without the Supplier's prior written consent.
- 12.5 All intellectual property rights arising from modifications, improvements or adaptations to the Supplier's drawings, designs, specifications, software or technical documentation shall vest in the Supplier upon creation.
- 12.6 The Customer shall indemnify the Supplier against any loss, damage, liability, cost or expense arising from any unauthorised use, disclosure, copying or exploitation of the Supplier's intellectual property.

13. TERMINATION

- 13.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
 - a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 days of that party being notified in writing to do so;
 - b) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or any equivalent insolvency, restructuring or analogous proceedings in any jurisdiction;
 - c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d) the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 13.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 13.1(b) to clause 13.1(d), or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 13.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 13.4 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Goods supplied but for which no invoice has been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 13.5 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 13.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

14. FORCE MAJEURE

- 14.1 Force Majeure Event means any circumstance not in a party's reasonable control including:
 - a) acts of God, flood, drought, earthquake or other natural disaster;
 - b) epidemic or pandemic;
 - c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
 - d) nuclear, chemical or biological contamination, or sonic boom;
 - e) any law or action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
 - f) collapse of buildings, fire, explosion or accident;
 - g) any labour or trade dispute, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on this clause, or companies in the same Group as that party or its subcontractors);
 - h) non-performance by suppliers or subcontractors (other than by companies in the same Group as the party seeking to rely on this clause); and
 - i) interruption or failure of utility service.
- 14.2 Where a Force Majeure Event affects the Supplier's ability to source materials, components or services, the Supplier may propose an alternative source of supply. The Supplier shall notify the Customer of any resulting changes to cost or delivery timelines. The Customer shall, within a reasonable time, confirm whether it agrees to such changes. If the Customer agrees, the Contract shall be deemed amended accordingly. If the Customer does not agree, the Supplier may suspend or terminate the affected part of the Contract without liability and recover all costs incurred up to the date of suspension or termination, to the extent permitted by applicable law.
- 14.3 Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 60 days, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

15. BUSINESS ETHICS & COMPLIANCE WITH LAWS

- 15.1 The Customer shall conduct its business ethically and in compliance with all applicable laws, regulations and industry standards relating to the performance of the Contract. The Customer shall not engage in any activity which could cause AAF, its affiliates or their respective employees to be in breach of applicable law or regulation.

16. ANTI-BRIBERY & ANTI-CORRUPTION

- 16.1 Each party shall comply with all applicable anti-bribery and anti-corruption laws, regulations and sanctions in force from time to time in any jurisdiction relevant to the performance of the Contract ("Anti-Bribery Laws").
- 16.2 Each party shall maintain and enforce throughout the term of the Contract policies and procedures designed to ensure compliance with Anti-Bribery Laws, and shall use reasonable efforts to ensure that its directors, officers, employees, personnel, associated persons, subcontractors, agents, intermediaries and other representatives involved in the performance of the Contract comply with Anti-Bribery Laws.
- 16.3 Neither party shall, directly or indirectly, offer, promise, give, request, agree to receive or accept any financial or other advantage intending to induce or reward any person improperly to perform a function or activity, or otherwise engage in any conduct that would constitute an offence under any applicable Anti-Bribery Laws.
- 16.4 Each party shall promptly notify the other party upon becoming aware of any actual or suspected breach of this clause 16 in connection with the performance of the Contract and shall provide reasonable cooperation in investigating such breach.
- 16.5 The Customer shall maintain accurate books and records relating to transactions connected with the Contract and shall not make any undisclosed or unrecorded payments in connection with the Contract.
- 16.6 Any breach, suspected breach or failure to provide reasonable evidence of compliance with this clause 16 shall constitute a material breach of the Contract and entitle AAF to suspend performance and/or terminate the Contract immediately upon written notice, without liability to the Customer.

17. TRADE COMPLIANCE, EXPORT CONTROLS AND SANCTIONS

- 17.1 The Customer shall comply with all applicable export control, import control, customs, economic sanctions and trade compliance laws and regulations.
- 17.2 The Customer shall not directly or indirectly sell, transfer, export, re-export, divert or otherwise make available any Goods in violation of applicable trade compliance laws.
- 17.3 AAF may suspend performance or terminate the Contract where performance would expose AAF to a risk of violating applicable sanctions or export control laws.

18. HUMAN RIGHTS, MODERN SLAVERY AND SUPPLY CHAIN COMPLIANCE

- 18.1 The Customer undertakes, warrants and represents that:
- a) neither the Customer nor, so far as it is aware following reasonable enquiry, any of its directors, officers, employees, agents, affiliates, contractors or subcontractors involved in the performance of the Contract:
 - i) has engaged in or been convicted of any offence relating to modern slavery, forced labour, child labour, human trafficking or other human rights abuses;
 - ii) is the subject of any governmental investigation, enforcement action or prosecution relating to such matters; or
 - iii) is aware of any circumstances within its operations or supply chain that could reasonably be expected to give rise to such an investigation, enforcement action or prosecution;
 - b) it shall comply with all applicable laws and regulations relating to human rights, modern slavery, forced labour, child labour and human trafficking;
 - c) it has implemented and shall maintain throughout the term of the Contract policies, controls and reasonable due diligence procedures designed to identify, prevent and mitigate risks relating to modern slavery, human trafficking, forced labour and child labour within its operations and supply chain;
 - d) upon reasonable request by AAF, it shall provide information reasonably required to demonstrate compliance with this clause 18;
 - e) it shall immediately notify AAF in writing if it becomes aware of any actual or suspected breach of this clause 18, including full details of the circumstances giving rise to the actual or suspected breach and the remedial actions being taken.
- 18.2 Any breach of this clause 18 shall constitute a material breach of the Contract. Where AAF reasonably believes that the Customer has breached, or is likely to breach, this clause 18, AAF may suspend performance of the Contract pending investigation.
- 18.3 If the breach is incapable of remedy or is not remedied within a reasonable period specified by AAF, AAF may terminate the Contract immediately by written notice without liability to the Customer.

19. DATA PROTECTION

- 19.1 For the purposes of this clause 19, the terms "controller", "processor", "joint controller", "processing" (and "process" and "processes"), "personal data", "data subject" and "personal data breach" shall have the meanings given to them in the GDPR and applicable Data Protection Laws.
- 19.2 Each party shall:
- a) comply with its obligations under applicable Data Protection Laws in relation to any personal data processed by it in connection with the Contract; and
 - b) not knowingly do or omit to do anything which would cause the other party to breach applicable Data Protection Laws.
- 19.3 Each party may process the personal data of the other party's employees, representatives, officers, contractors and other business contacts ("Contact Data") as an independent controller for the purposes of:
- a) entering into, administering and performing the Contract;
 - b) supplying, receiving and managing the Goods and any related services;
 - c) invoicing, payment processing and credit management;
 - d) managing the parties' business relationship;
 - e) handling claims, disputes and legal proceedings; and
 - f) complying with applicable legal and regulatory obligations.
- 19.4 Each party shall process Contact Data in accordance with its privacy notice and may disclose such Contact Data to its affiliates, professional advisers, insurers, service providers and competent authorities where necessary for the purposes described in clause 19.3. Where personal data is transferred outside the European Economic Area or another jurisdiction requiring transfer safeguards, the transferring party shall ensure that appropriate safeguards are implemented in accordance with applicable Data Protection Laws.
- 19.5 The parties acknowledge and agree that, except where expressly agreed otherwise in writing, each party acts as an independent controller of any personal data disclosed to it under or in connection with the Contract.
- 19.6 Nothing in this Contract is intended to establish a relationship of controller and processor, or joint controllers, between the parties. If either party reasonably determines that, in connection with the performance of the Contract, it will process personal data as a processor on behalf of the other party, the parties shall promptly enter into a separate data processing agreement incorporating the provisions required by Article 28 of the GDPR and any other applicable Data Protection Laws before such processing commences.

20. GENERAL

20.1 Compliance with laws.

The Customer shall comply with all applicable laws, regulations, and ordinances. The Customer shall maintain in effect all the licences, permissions, authorisations, consents, and permits that it needs to carry out its obligations under this Contract. Without prejudice to clauses 15 to 17, each party shall comply with applicable export controls and sanctions laws. Where an export licence is required for the Supplier to supply the Goods, the Supplier's obligation to deliver is conditional upon such licence being granted. The Customer assumes all responsibility for shipments of Goods requiring any government import clearance. The Supplier may terminate this Contract if any governmental authority imposes antidumping or countervailing duties or any other duties or penalties on the Goods.

20.2 Assignment and other dealings.

- a) The Supplier may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract provided that this does not reduce the Customer's rights under the Contract.
- b) The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier, except to an Affiliate or successor in connection with a merger/sale of business with notice to the Supplier, provided the assignee assumes all obligations.

20.3 Confidentiality.

- a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 20.3(b).
- b) Each party may disclose the other party's confidential information:
 - i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 20.3; and
 - ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- c) Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

20.4 Entire agreement.

- a) The Contract constitutes the entire agreement between the parties.
- b) To the extent permitted by applicable law, each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

20.5 Variation.

No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

20.6 Waiver.

- a) Except as set out in clause 3.3, a waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20.7 Severance.

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 20.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

20.8 Data Protection.

Without prejudice to clause 19, each party shall comply with all applicable data protection and privacy legislation in force from time to time in the European Union, the United Kingdom, and any other jurisdiction applicable to the performance of the Contract. Each party shall ensure that it has all necessary rights, consents and legal bases to disclose any personal data shared under this Contract.

20.9 Notices.

- a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).
- b) Notices are deemed received:
 - i) if delivered by hand, when left;
 - ii) if sent by courier, on delivery confirmation;
 - iii) if sent by email, at the time of transmission provided no delivery failure notification is received, except that emails sent outside Business Hours are deemed received at 9:00 a.m. on the next Business Day.
- c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

20.10 Dispute Resolution.

The Parties shall attempt, in good faith, to resolve any dispute under this Agreement promptly by negotiation.

20.11 Language.

These Conditions may be executed, issued or translated in languages other than English. Any such translation is provided for convenience only. In the event of any conflict, inconsistency, discrepancy or divergence of interpretation between the English version and any translated version, the English version shall prevail and shall be the sole version used for the interpretation and enforcement of these Conditions and any Contract arising from them.

20.12 Governing law.

This Contract and any dispute or claim (including non-contractual disputes) shall be governed by the laws of the country where the Supplier entity issuing the Order Acknowledgement is incorporated, excluding its conflict of law rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply unless the parties expressly agree otherwise in writing.

20.13 Jurisdiction.

Subject to any mandatory consumer or mandatory jurisdiction rules that apply, the courts of the Supplier's country of incorporation shall have exclusive jurisdiction to settle any dispute arising out of or in connection with this Contract.