1. This Purchase Order represents an agreement between Marshall of Cambridge Aerospace Limited, a UK limited company, hereinafter referred to as the Buyer, and the Supplier shown on the face of the Purchase Order. This Purchase Order shall not be binding on the Buyer until accepted by the Supplier.

2. The Supplier shall Deliver the goods and / or services listed on the Purchase Order to the Buyer at the address shown on the face of the Purchase Order, hereinafter referred to as the Destination. Delivery or Deliver shall mean the act by which Supplier delivers, or causes the Articles and/or Services to be delivered to the required location in accordance with the terms of this Purchase Order.

3. This Purchase Order shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto. The Supplier shall not assign this agreement without the Buyer's prior written consent which shall be not unreasonably withheld. Where such consent is given the Supplier shall ensure that all obligations are flowed down, and that the Buyer's rights are fully preserved.

4. The Supplier shall ensure that the packaging used is adequate to protect goods whilst in transit against damage of any kind and to ensure the safe arrival of the goods at the Destination.

5. The Supplier shall be fully responsible and accountable for the actions, omissions and neglects of its staff and subcontractors employed or engaged by the Supplier in the performance of all services. All staff employed or engaged by the Supplier or its subcontractors to operate on site shall comply with the contents of the Marshall Contractors Health, Safety and Environment Handbook and the Buyer's works regulations including all security requirements.

6. Prior to commencing work on site, the Supplier must obtain a permit to work issued by the Buyer's Facilities department. Prior to the permit being issued, the Supplier may be required to produce risk assessments and method statements to ensure the task has been understood and will be safely managed.

7. All goods delivered shall be manufactured and supplied in accordance with all relevant technical specifications, process specifications and performance specifications. All services performed shall be carried out in accordance with all relevant technical specifications, process specifications and performance specifications. Unless specified to the contrary the latest revision or issue status of the above approved design data shall be used for all goods delivered or services performed.

8. Should the Supplier be unable to meet any of the above requirements, full details of any non-conformance must be supplied without delay to the approved signatory on the Purchase Order. These details should include any request to accept a non-conformity together with reasoning to support such a request. This request will be evaluated and a reply will be forthcoming. If approval is given this will be shown in the form of a written amendment confirming the change and any conditions to be applied thereto. No non-conforming goods shall be delivered without formal instruction in writing. The Buyer shall be under no obligation to accept non-conforming goods.

9. Notwithstanding the requirements of clauses 8 and 18, if at any time (a) any governmental or regulatory agency having jurisdiction provides written notice to either Buyer or Supplier, or (b) either Buyer or Supplier have a reasonable basis to conclude that any goods delivered under this Purchase Order contain a defect which could create a potential safety hazard or unsafe condition, pose an unreasonable risk or injury or death, contain a quality or performance deficiency, or are not in compliance with any applicable code, standard, legal or regulatory requirement, thereby making it advisable, or required, that such goods be subject to corrective action including, without limitation, recall, retrofit, refund, replacement and/or repair (hereinafter called "Corrective Action"), Supplier or Buyer will promptly communicate relevant facts to each other. The Buyer shall determine whether any Corrective Action involving the affected goods is warranted or advisable unless notice to that effect has been received from any governmental or regulatory agency having jurisdiction. If Corrective Action is required under the law or regulation or the Buyer determines that it is advisable, the Supplier shall promptly undertake Corrective Actions, including those

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required by any applicable user safety or similar law and the regulation thereunder, and shall file all necessary papers, descriptions of corrective action and other related documents and carry out the Corrective Action. The Buyer shall cooperate with and assist the Supplier in any such filings and Corrective Action provided however that nothing contained in this clause shall preclude the Buyer from taking action, and in such event, the Supplier shall cooperate with and assist the Buyer in any such filings and implementing the Corrective Action it elects to undertake. To the extent the need for such Corrective Action is determined to have been caused by a defect, noncompliance or quality or performance deficiency which is the responsibility of the Supplier, at Buyer's election, the Supplier shall perform all necessary Corrective Action at its sole expense, or Buyer shall perform such necessary Corrective Action and the Supplier shall reimburse the Buyer for all reasonable costs and expenses incurred by the Buyer in connection with any such Corrective Action Plan whether voluntary or mandatory, including without limitation, the cost of locating, identifying and notifying the Buyer's customers, the cost of replacing or repairing, or where the repair of the goods is impractical or impossible, repurchasing or replacing the recalled goods, any costs of packing and shipping the recalled goods and the cost of media notification if such notification is necessary. The Buyer and Supplier shall consult each other before making any statements to the public, governmental or regulatory agency relating to potential safety hazards affecting the goods delivered under this Purchase Order, except where such consultation would prevent timely notification required by law or regulation. The provisions of this clause shall survive any termination or expiration of this Purchase Order.

10. The Supplier's quality system shall ensure that any goods or raw materials supplied under this Purchase Order, including those supplied by subcontractors at any level of the supply chain, do not contain suspect or counterfeit parts. The Buyer will not accept unapproved or counterfeit parts relating to this purchase order. The liability to replace unapproved or counterfeit parts shall lie with the Supplier including the costs of replacement which will be born by the Supplier.

11. The Supplier shall maintain a Quality Assurance system suitable to support the Delivery/performance of Quality Assured goods/services to/in support of the Buyer. *The supplier shall also ensure appropriate awareness of Marshall of Cambridge Aerospace Ltd.'s Safety Management System (SMS) expectations. The SMS Overview for Suppliers is available at* https://marshalladg.com/en/suppliers/safety-management-system This purchase order is in aid of a customer Contract and may be subject to quality assurance activity at the Suppliers works and/or the locations of performance of the services by the Buyer, the customer or the customers representative. The Supplier shall provide at no additional cost to the Buyer or the customer such reasonable office accommodation, facilities and assistance as the Buyer or the customer may require. Such accommodation shall be adequately furnished, lit, heated and ventilated and shall include suitable cloakroom, telephone and IT facilities. The Supplier shall retain all records relating to the goods/services delivered/performed for a minimum of seven years after Delivery/service completion. **All work supplied incorporates, and requires strict compliance with, Foreign Object Debris/Damage (FOD) control standards and applicable customer-specific quality clauses.**

12. The Supplier shall provide all relevant information to allow the safe storage and handling of the delivered goods. This shall include, without limitation, all necessary safety data sheets and/or COSSH data sheets which shall be supplied with each delivery against this PO. The Supplier shall provide the information necessary for all changes introduced by the services, or any objects affected by the services, to be handled, operated and used safely.

13. All goods, sold to MA which contain any substance of very high concern as defined under the latest Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) legislation are to be positively identified and all relevant documentation for their safe management supplied.

14. All goods supplied shall comply with all applicable environmental and regulatory compliance statutes at the latest revision, including but not limited to a) The Montreal Protocol, b) The Waste Electrical and Electronic Equipment (WEEE) regulations, c) Restriction of Hazardous Substances (RoHS) and d) unless otherwise stated shall be provided with Conformité Européenne (CE) marking.

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15. All goods supplied shall be 100% free of Asbestos in accordance with the Control of Asbestos Regulations and shall not contain any Conflict Minerals as defined in the United-States Dodd-Frank Wall Street Reform and Consumer Protection Act, section 1502 on Conflict Minerals.

16. The Supplier warrants that it has the legal right to transfer title in all goods supplied and that all such goods are free of any lien. The Supplier warrants that all goods or services supplied shall comply with any statute, statutory rule, order or other instrument having the force of law applicable at the time of Delivery. The Supplier further warrants that all goods or services supplied shall comply in all respects with the requirements of this Purchase Order, including conformance to relevant technical specifications, process specifications, performance specifications, descriptions and samples, where applicable, and that all goods or services supplied shall continue to conform to same for a period of no less than 12 months after Delivery or such longer time as stated on the Purchase order. Should any of the above warranties be breached the Supplier shall repair or replace the goods or undertake compliant performance of the services, in either case at no cost to the Buyer.

17. The Supplier warrants that it has the capacity, resources, knowledge and ability to deliver the goods or services stated in the Purchase Order.

18. The responsibility for product liability lies with the Supplier to the extent that it is defined herein.

19. The Supplier shall be solely responsible for, and shall indemnify MA in respect of all injury, loss or damage occurring to any property or to any person whatsoever and against any and all actions, suits, claims, demands, costs, liability, damages, charges and expenses to the extent that the same is occasioned by the negligence or default or breach of statutory duty, regulations, or bye-laws by the Supplier, its subcontractors or their servants during the performance of this Purchase Order.

20. The Supplier shall at its own expense procure and maintain insurance against any such claims, losses, damages, liabilities and expenses arising under this Purchase Order and, upon request by the Buyer, the Supplier shall furnish evidence of such coverage.

21. Unless stated otherwise on the face of the Purchase Order all prices are firm, fixed and are not subject to any form of surcharge or variation. They include all costs with the exception of VAT, which will be charged at the prevailing rate.

22. The Buyer shall make payment to the Supplier for all valid invoices within the terms already agreed between the Buyer and the Supplier, as set up within the Buyer's suppliers account, or within 60 days of the date of the invoice where no such agreement exists. The Buyer reserves the right to withhold payment for any goods or services not supplied in accordance with the requirements of the Purchase Order provided that the Buyer has informed the Supplier of the reason for non-payment.

23. Title to the goods and services shall transfer to the Buyer on completion of payment to the Supplier. In the event that goods are consumed or utilised into a higher assembly prior to payment being made the Buyer shall act as fiduciary bailee until such time as payment is made.

24. The Supplier shall use the shipping method stated on the face of the Purchase Order to arrange Delivery, including adherence to any applicable INCOTERMS stated.

25. Risk in the goods shall pass to the Buyer after the goods have been unloaded at the destination requested. If the Buyer arranges transport then risk shall pass once the goods have been safely loaded onto the Buyer's appointed vehicle. In either case, this will be without prejudice to the Buyer's right of rejection.

26. Time of Delivery of the goods or services is of the essence of this Purchase Order. Without prejudice to any other remedy, any failure to deliver the goods or perform the services in accordance with the Purchase Order shall entitle the Buyer to cancel the Purchase Order without any payment whatsoever in respect of the goods or services cancelled and to claim damages

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against the Supplier. Should any such delay be attributable to the Buyer or an event beyond the reasonable control of the Supplier, this will constitute an excusable delay and a reasonable adjustment to the contractual time of Delivery shall be made. Any failure to deliver or perform on the part of lower tier suppliers is specifically excluded as an excusable delay unless such lower tier supplier shall have been subject to an event beyond their reasonable control.

27. All release documents, advice notes and commercial invoices shall bear the Purchase Order number. Where appropriate, release documents and advice notes shall accompany the goods. Invoices shall be addressed to Accounts Payable and where submitted by e-mail shall be sent to accounts.invoices@marshalladg.com.

28. The Buyer reserves the right to reject any goods or services which are shown to be faulty in design or concept, quality or workmanship or which fail to satisfy the requirements of the Purchase Order. The Buyer further reserves to itself or its agents the right to visit the Suppliers works to check on work in progress and view all appropriate records at any reasonable time. Without prejudice to any other remedy, in the case of breakdown or failure of any description due to defective materials, performance or workmanship, the Buyer shall have the option of either replacing the goods or requiring replacement / correction by the Supplier, within a given timescale chosen by the Buyer or where applicable arranging for the services to be performed by the Buyer or another Supplier, in either case entirely at the Suppliers cost, including all costs properly incurred by the Buyer.

29. All goods subject to a restricted shelf life shall have a minimum of 75% of their shelf life remaining at the time of Delivery unless the Buyer's prior written approval is given. In addition, such items shall be supplied complete with a copy of the certification from the original manufacturer and shall be clearly identified on their packaging and release documentation with the relevant cure date, date of manufacture, shelf life and / or time expired date.

30. All Goods shall be supplied with the certification documentation stated in the Purchase Order which validates the goods as conforming product. Purchase Orders for the supply of raw material shall be accompanied by a Certificate of Conformity together with mill test certificates providing traceability to batch and lot level, or to be available on request if not delivered with goods. Supplier of Raw material Purchased for Aerospace must be AS9100 or AS9120 approved. All services performed shall be accompanied by the certification stated in the Purchase Order.

31. The Supplier shall promote awareness of how personnel contribute to product/service conformity and safety and the need to ensure that the Buyer is informed of all product malfunctions/defects/airworthiness issues identified during the course of fulfilling this Purchase Order.

32. The Buyer reserves the right to request an amendment to this Purchase Order at any time. If such a request requires additional work to the Supplier, an agreed equitable adjustment will be made to the price and / or the Delivery schedule. No amendment shall be made to the terms of this Purchase Order unless agreed in writing by a duly authorised official for the Buyer, including change requests made on subsequent Supplier paperwork such as Delivery notes and invoices.

33. The Buyer may at its absolute discretion cancel this order at any time by giving written notice to the Supplier. Should this right be exercised for any reason other than default by the Supplier then the Buyer shall pay the Supplier a reasonable price in respect of goods and materials purchased/ costs unavoidably incurred by the supplier or made solely in support of this Purchase Order but shall otherwise be free from any liability. Such reasonable price will be reached through mutual agreement and shall in any case not exceed in total the price that would have been paid had the purchase order been completed.

34. Should the Supplier fail to comply with any of the requirements of this Purchase Order the Supplier shall be deemed to be in default. In this event without prejudice to any other remedy, the Buyer reserves the right to cancel the Purchase Order without any payment whatsoever in respect of the goods/services cancelled and, where appropriate, to claim damages against the Supplier.

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35. Without prejudice to any other remedy, the Buyer reserves the right to cancel the Purchase Order summarily by written notice and without compensation if the Supplier becomes bankrupt, has a receiving or administration order made against them or makes a composition or arrangements with or for their creditors or, being a Company, passes a resolution that the Company be wound up or if circumstances occur entitling a person or the Court to appoint a Manager, Receiver or Administrator to make a winding up order.

36. This transaction is confidential between the Buyer and the Supplier and neither party shall advertise or disclose either the transaction or any information received from the other party as a result of the transaction without the prior written permission of the other party.

37. In the event of a Cyber Security breach occurring in your organisation you will notify the Buyer without undue delay and, where feasible, not later than 72 hours or any legally or obligated time duration (whichever is the sooner) after having become aware of it. Notification should be made to cyber.security@marshalladg.com.

38. All Intellectual Property Rights (IPR) produced, created or acquired under the Purchase Order shall belong to the Buyer. The Buyer and the Supplier shall preserve any pre-existing rights belonging to either party and those of any third party. The Supplier shall grant to the Buyer a non-exclusive, irrevocable, royalty free right to use any of the Supplier's proprietary information to the extent necessary to enable the Buyer to use, sell and support the products furnished under this Purchase Order and shall indemnify and hold harmless the Buyer against all losses, claims, demands, costs and expenses of any kind occasioned by a breach by the Supplier of a third parties IPR.

39. All notices will be deemed to have been lawfully served if sent to either party at the address or email stated on the face of the Purchase Order.

40. This Purchase Order is an agreement made in England and is subject to the Laws of England, including the Supply of Goods and Services Act 1982, and the exclusive jurisdiction of the English courts.

41. In the event of any dispute, the Buyer and the Supplier shall engage in good faith negotiations to resolve such dispute. This should initially involve the points of contact named on the face of the Purchase Order but should be passed through levels of management as appropriate to reach a decision. Should the parties be unable to reach a resolution after involving the chief executive officers of each party the matter shall be passed for arbitration in accordance with the Arbitration Act 1996. Any such arbitration shall take place in London, England.

42. Any failure by the Buyer to enforce any right afforded it under the terms of this Purchase Order shall not constitute a waiver of its right to enforce such a right at a later date unless such failure is specifically granted in writing as a waiver of that particular right by the Buyer. Terms and Conditions of Purchase for Goods & Services

43. The Supplier shall obtain at its own expense all export licences or similar authorisations required to supply the Goods and/or Services to the delivery location specified on the Purchase Order. The Goods or Services may be exported or re-exported by the Buyer and the Supplier confirms that no restriction exists in respect of US Department of Commerce Export Administration Regulations, ITAR, or other US or non-US Government Regulations which prevents such export or re-export by the Buyer. The Supplier warrants that it has complied with all export control provisions applicable to the Contract and holds harmless and indemnifies the Buyer against all consequences of any breach of such controls by the Seller, its sub-contractors or suppliers at any tier.

44. The Supplier shall comply with The General Data Protection Regulation 2016/679/EU (GDPR) and, where applicable, the Data Protection Act 2018 at the latest revision and shall a) only process personal data to the extent necessary to fulfil its obligations under the Purchase Order, b) obtain the permission of its employees to use their personal data to the extent necessary to transact the Purchase Order and c) inform MA immediately that it becomes aware of a data breach of any kind involving the personal data of the Buyer or its employees and d)) indemnify the

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Buyer against any losses suffered as a consequence of any breach by the Supplier of this provision, which shall be deemed a material breach entitling the Buyer to terminate this Order immediately.

45. Any personal data submitted to the Buyer in support of this Purchase Order shall be used and held in accordance with the Supplier / Contractor Privacy Notice at https://mashalladg.com/privacy-notice/ only for the purposes of the Order. Any queries or requests on personal data issues shall be submitted to the Buyer's Data Privacy Manager at dataprivacymanager@marshalladg.com or on Tel 01223 373206.

46. No term of this Purchase Order shall be deemed to create a partnership, or be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the agreement.

47. Should any provision in this Purchase Order be held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired and shall remain valid with full force.

48. The Supplier shall ensure that ethical behaviour is a core value within the organisation. This shall include but is not limited to: i)The Supplier shall: a) comply with all applicable laws, statutes and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which could constitute an offence under the Bribery Act 2010; b) promptly report to the Buyer any request or demand which if complied with would amount to a breach of this condition; c) ensure that any person or supplier associated with it who is providing goods or services in connection with this Order does so only on the basis of a formal agreement which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this condition. d) indemnify the Buyer against any losses suffered as a consequence of any breach by the Supplier of this provision, which shall be deemed a material breach entitling the Buyer to terminate this Order immediately. ii) The Supplier shall : a) comply with all applicable anti-slavery and human trafficking laws, statutes and regulations in force including but not limited to the Modern Slavery Act 2015; and b) have and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance; and c) not engage in any activity, practice or conduct that would constitute an offence under the Modern Slavery Act 2015; and d) ensure that each of its subcontractors and suppliers shall comply with the Anti- slavery policy and with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes in force including but not limited to the Modern Slavery Act 2015.) and e) indemnify the Buyer against any losses suffered as a consequence of any breach by the Supplier of this provision, which shall be deemed a material breach entitling the Buyer to terminate this Order immediately.

49. A "Change of Management" means a change in the direct or indirect ownership of more than 50% of the voting power on the board or members of the Supplier entity. In the event of a Change of Management occurring the Supplier shall notify the Buyer of such within 14 calendar days.

50. A "Change of Ownership" means a change in the direct or indirect ownership of more than 50% of the Supplier entity. In the event of a Change or Ownership occurring the Supplier shall notify the Buyer of such within 14 calendar days.

51. The Supplier shall notify the Buyer of any changes to its registered address, or changes to the addresses of its office or facility locations from which the requirements of this Purchase Order are fulfilled. Such notification shall be provided to the Buyer within 14 calendar days of the change occurring.

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