

LPW TECHNOLOGY INCORPORATED – TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, the following definitions apply:

Applicable Law	any and all laws, regulations and industry standards or guidance and any binding judgment of a relevant court of law which is or are relevant to the Contract;
Business Day	a day other than a Saturday, Sunday or public holiday in the United States of America;
Conditions	the terms and conditions set out in this document as amended from time to time;
Confidential Information	any and all know-how, documentation and information, whether commercial, financial, technical, operational or otherwise, relating to the business, affairs, LPWs, suppliers, employees, affiliates, products and/or methods of LPW and disclosed to or otherwise obtained by the Supplier in connection with the Contract;
Contract	the contract between LPW and the Supplier for the supply of Goods and/or Services which incorporates these Terms and Conditions, the Order, the Goods Specification and the Service Specification (as applicable);
Deliverables	all documents, products and materials developed by the Supplier or the Supplier Personnel as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
Data Controller	a person or entity who (either alone or jointly or in common with other persons or entities) determines the purposes for which and the manner in which any personal data are, or are to be, processed.
Data Processor	in relation to personal data, means any person or entity (other than an employee of the data controller) who processes the data on behalf of another data controller.
Delivery Date	the date specified in the Order;
Delivery Location	the address for delivery of Goods as set out in the Order;
Force Majeure Event	any event beyond the reasonable control of a party which that party is unable reasonably to prevent or avoid and which hinders, delays or prevents performance by that party but excluding severe weather and strikes, lock-outs or other industrial action (whether of the actual party's own employees or others);
Goods	the goods (or any part of them) set out in the Order;
Good Industry Practice	the use of standards, practices, methods and procedures conforming to Applicable Law and the exercise of that degree of skill, care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in the provision of services similar to the Services to an entity of a similar size and nature as LPW under the same or similar circumstances;
Insolvency Event	has the meaning given in Section 16.2 (c) of these Terms and Conditions;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
LPW	LPW Technology Inc, a Pennsylvania corporation;
LPW Materials	all materials, equipment and tools, drawings, specifications and data supplied or made available by LPW to the Supplier;
Order	LPW's order for the supply of the Goods and/or Services, as set out in LPW's purchase order form, LPW's written acceptance of the Supplier's quotation, or overleaf, as the case may be;
Personal Data	data which relates to a living individual who can be identified: (a) from such data; or (b) from such data and other information which is in the possession of, or is likely to come into the possession of, the data controller, and includes any expression of opinion about the individual and any indication of the intentions of the data controller or any other person or entity in respect of the individual.

Policies	LPW's policies and procedures (if any) specified in the Order;
Price	the price payable by LPW for the supply of the Goods and/or Services in accordance with Section 9.1 of these Terms and Conditions;
Processing	in relation to information or data, means obtaining, recording or holding the information or data or carrying out any operation or set of operations on the information or data, including: (a) organization, adaptation or alteration of the information or data; (b) retrieval, consultation or use of the information or data; (c) disclosure of the information or data by transmission, dissemination or otherwise making available; or (d) alignment, combination, blocking, erasure or destruction of the information or data.
Services	the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract;
Supplier	the person or firm from whom LPW purchases the Goods and/or Services;
Supplier Personnel	any persons employed or engaged by the supply or any or any subcontractors in the performance of the Contract; and

- 1.2 **Interpretation** In these Terms and Conditions, the following rules apply:
- (a) a reference to a statute or statutory provision is a reference to such statute or provision as amended, re-enacted or superseded and includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
 - (b) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
 - (c) a reference to **writing** or **written** includes faxes and emails.
2. **Basis of contract**
- 2.1 These Terms and Conditions apply to, and shall govern, the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
 - 2.2 Any variation to these Terms and Conditions and any representations about the goods shall have no effect unless expressly agreed in writing and executed by LPW.
 - 2.3 The Order constitutes an offer by LPW to purchase the Goods and/or the Services in accordance with these Terms and Conditions.
 - 2.4 The Order shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing a written acceptance of the Order; and
 - (b) the Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.
 - 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms and Conditions.
3. **The Goods**
- 3.1 The Supplier warrants that the Goods:
 - (a) shall be best available design, best quality, material and workmanship, without fault and conform with all respects of any particulars specified in the Order and continue to do so through the working period;
 - (b) are of merchantable quality (within the meaning of Article 2 of the Uniform Commercial Code) and fit for any purpose held out by the Supplier or made known to the Supplier by LPW expressly or by implication;
 - (c) comply with all Applicable Law relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - (d) are manufactured, supplied and delivered: (i) in accordance with good ethical trading practices and standards; and (ii) in a manner reflecting a commitment to safety and human rights in the workplace.
 - 3.2 The Supplier represents and warrants to LPW that the Supplier has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery of the Goods and/or supply of the Services to ensure that (in the case of Goods) the Goods are designed and constructed and (in the case of Services) the Services are capable of being performed so as to be safe and without risk to the health and safety of persons using the same, and that it has made available to LPW adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure the health and safety of such person. The Supplier shall indemnify LPW against all actions, suits, claims, demands, losses, charges, costs and expenses which LPW may suffer or incur as a result of or in connection with any breach of this Section 3.2.
 - 3.3 The Supplier shall assign to LPW any assignable manufacturer's warranty or other guarantee applicable to the Goods or any of them. If the Supplier becomes insolvent, any such warranties and guarantees shall be deemed to have been assigned immediately prior to the onset of insolvency to the fullest extent permitted under Applicable Law.
4. **Delivery**
- 4.1 The Supplier shall ensure that:
 - (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), and special storage instructions (if any).
 - 4.2 Unless otherwise stated in the Order, DAP (Delivery Location) Incoterms 2010 shall apply to each Order. The Supplier shall deliver the Goods:
 - (a) on the Delivery Date; and

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- (b) during LPW's normal business hours, or as instructed by LPW.
- 4.3 Time shall be of the essence in respect of delivery of the Goods or performance of the Services.
- 4.4 The Supplier shall notify LPW immediately in writing if delivery of the Goods is, or is likely to be, delayed, the reason for such delay and the timescales for delivery. The Supplier shall use its best efforts to avoid or minimise any delay.
- 4.5 The Supplier shall provide LPW on or before the delivery of the Goods with:
- (a) details of the Goods' expected shelf-life and all recommended storage conditions to ensure that their shelf-life is as long as possible;
- (b) all relevant instructions for the safe and proper use of the Goods; and
- (c) information about any health and safety risks posed by the Goods (including any health risks which may arise during handling, storage, use or disposal of the Goods) and the steps that should be taken to minimise any such risk.
- 4.6 LPW shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, in respect of latent defects, until a reasonable time after the defect becomes apparent.
- 4.7 If the Goods are delivered to LPW in excess of the quantities ordered LPW shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.
- 4.8 The Supplier shall not deliver the Goods in instalments unless otherwise agreed in writing by LPW. Unless within a reasonable time of receipt of notice of rejection the Supplier collects such Goods LPW may dispose of them as LPW shall think fit (provided that if LPW sells such Goods LPW shall account to the Supplier for the net proceeds of such a sale).
5. **Title and risk**
- 5.1 Title to each of the Goods shall pass to LPW on the earlier of: (i) LPW's payment for such Goods; and (ii) delivery of such Goods. Nothing in this Section 5 shall prevent LPW from using or selling the Goods prior to title passing.
- 5.2 The Supplier warrants that, on the date of delivery, the Supplier shall have good and marketable title to the Goods and the full and unrestricted right to sell the Goods to LPW. Title to any Goods which LPW rejects shall revert to the Supplier only when LPW has recovered in full the price paid for the relevant rejected Goods together with any costs it has incurred in storing and/or returning such Goods to the Supplier.
6. **Performance of the Services**
- 6.1 The Supplier shall from the date specified in the Order and for the duration of the Contract provide the Services to LPW in accordance with the Contract.
- 6.2 The Supplier shall perform the Services by the date(s) specified in the Order.
- 6.3 The Supplier warrants that it shall, in providing the Services:
- (a) co-operate with LPW in all matters relating to the Services and comply with all LPW's reasonable instructions;
- (b) perform the Services with reasonable care, skill and diligence in accordance with Good Industry Practice and in a workmanlike manner;
- (c) ensure that the Supplier Personnel are suitably skilled, experienced and qualified to perform tasks assigned to them, and of sufficient number to ensure that the Supplier performs its obligations in accordance with the Contract;
- (d) comply with the Applicable Laws;
- (e) ensure that the Services and Deliverables correspond with their description and the Service Specification and that the Deliverables are of satisfactory quality and fit for any purpose held out by the Supplier or expressly or impliedly made known to the Supplier by LPW, and in this respect LPW relies on the Supplier's skill and judgment;
- (f) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (g) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables and all goods and materials supplied and used in the Services or supplied to LPW are free from defects in design, material and workmanship and shall remain so for 12 (twelve) months after delivery;
- (h) observe and procure that the Supplier Personnel observe all health and safety rules and regulations and any other security requirements that apply at any of LPW's premises;
- (i) keep and maintain all LPW Materials in safe custody at its own risk, maintain the LPW Materials in good condition until returned to LPW and not dispose of or use the LPW Materials other than in accordance with LPW's written instructions or authorisation; and
- (j) not do or omit to do anything which may:
- (i) bring the name or reputation of LPW into disrepute or prejudice the interests of its business;
- (ii) cause LPW to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business and the Supplier acknowledges that LPW may rely or act on the Services.
7. **Remedies**
- 7.1 If the Supplier fails to perform any of the Services in accordance with the Contract by the applicable date(s), LPW may, without limiting any of its other rights or remedies, exercise any one or more of the following remedies:
- (a) where such deficiency or non-compliance arises within 12 (twelve) months from the date of performance of the Services, require the Supplier at its own cost to: (i) re-perform the Services and/or (ii) remedy any deficiency in the Services or Deliverables or non-compliance with the Contract as soon as possible and in any event within 10 (ten) Business Days;
- (b) terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (d) recover from the Supplier any costs incurred by LPW in obtaining substitute services from a third party;
- (e) where LPW has paid in advance for Services that have not been provided by the Supplier in accordance with the Contract, to require the Supplier to refund the Price relating to such Services on demand; or
- (f) claim damages for any other costs, loss or expenses incurred by LPW which are in any way attributable to the Supplier's failure to perform the Services in accordance with the Contract by the relevant date(s).
- 7.2 If any Goods are not delivered on the Delivery Date or do not comply with the undertakings set out in Section 4 of these Terms and Conditions then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, LPW may exercise any one or more of the following remedies:
- (a) terminate the Contract;
- (b) reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) require the Supplier to repair or replace the rejected Goods or to provide a full refund of the price of the rejected Goods (if paid);
- (d) refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) recover from the Supplier any costs incurred by LPW in obtaining substitute goods from a third party; and/or
- (f) claim damages for any other costs, losses or expenses incurred by LPW which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 7.3 If LPW requires the Supplier to repair or replace the rejected Goods, the Supplier shall do so as soon as possible and in any event within 10 (ten) Business Days.
- 7.4 These Terms and Conditions shall apply to any substituted or remedial services and/or repaired or replacement goods provided by the Supplier.
- 7.5 LPW's rights and remedies under these Terms and Conditions are in addition to its rights and remedies implied by statute and common law.
8. **LPW obligations**
- LPW shall:
- 8.1 provide the Supplier and the Supplier Personnel with reasonable access at reasonable times to LPW's premises for the purpose of providing the Services; and
- 8.2 provide such information to the Supplier as the Supplier may reasonably request in writing and LPW considers reasonably necessary for the purpose of providing the Services.
9. **Price and payment**
- 9.1 The Price shall be the price set out in the Order. The Price excludes amounts in respect of all taxes, including, but not limited to, federal, state, provincial and local taxes, excise, sales and use, value added, goods and services taxes and any other taxes, fees and duties.
- 9.2 No extra charges shall be effective unless agreed in writing with LPW.
- 9.3 The Supplier shall ensure that all invoices include the date of the Order, the invoice number, LPW's order number, the Supplier's tax identification number and any supporting documents or information that LPW may reasonably require.
- 9.4 Unless otherwise notified and agreed in writing by LPW, LPW shall pay correctly rendered invoices in respect of Goods and/or Services that comply with the Contract within 45 (forty five) days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.
- 9.5 If LPW disputes the whole or any part of an invoice, it may withhold payment in respect of the disputed amount provided that it gives notice in writing to the Supplier of any intention to withhold payment, specifying the amount to be withheld and the grounds for withholding payment.
- 9.6 LPW may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier (whether under the Contract or not) to LPW against any liability of LPW to the Supplier.
- 9.7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and allow LPW to inspect and take copies of such records at reasonable times on request.
10. **Intellectual Property Rights**
- 10.1 The Supplier acknowledges that LPW Materials and all rights in LPW Materials are and shall remain the exclusive property of LPW.
- 10.2 In respect of the Goods and any other goods that are supplied to LPW under the Contract as part of the Services, including the Deliverables or any part of them, the Supplier warrants that it has full, clear and unencumbered title to all such items, and that at the date of delivery of such items to LPW, it will have full and unrestricted rights to transfer all such items to LPW.
- 10.3 The Supplier assigns absolutely and with full title guarantee to LPW all Intellectual Property Rights arising in the performance of the Services (including the Deliverables) such that such rights shall forthwith on creation vest in LPW.
- 10.4 The Supplier waives, and shall procure waivers from any relevant Supplier Personnel of, any and all moral rights arising in the performance of the Services (including in relation to the Deliverables) or otherwise to which they are now or may at any future time be entitled under any copyright or intellectual property laws or any other Applicable Law.
- 10.5 The Supplier shall promptly at LPW's request do (or procure) all such further acts and things and the execution of all such other documents as LPW may from time to time require for the purpose of securing for LPW the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to LPW pursuant to Section 10.3 of these Terms and Conditions.
- 10.6 The Supplier acknowledges that all rights in LPW Materials are and shall remain the exclusive property of LPW. The Supplier shall keep LPW Materials in safe custody at its own risk, maintain them in good condition until returned to LPW and not dispose of or use LPW Materials other than in accordance with LPW's written instructions or authorisation.
11. **Indemnity**
- 11.1 The Supplier shall indemnify, keep indemnified and hold harmless LPW from and against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation whether

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- arising in tort (including negligence), in contract or otherwise and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by LPW as a result of or in connection with any claim made against LPW (a **Claim**):
- (a) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the receipt, use or supply of the Goods and/or Services (except to the extent that the claim is attributable to compliance with any specifications supplied by LPW);
 - (b) for death, personal injury or damage to property arising out of or in connection with the supply of the Goods and/or Services including: (i) any defect in the Goods; (ii) any defect in any Deliverable; or (iii) any act or omission of the Supplier or its employees, agents or subcontractors; or
 - (c) any recall of goods which results from the Suppliers breach of this Agreement.
- 11.2 In the event of a Claim under Section 11 of these Terms and Conditions:
- (a) the Supplier shall at its own expense defend the Claim; and
 - (b) the Supplier shall use its best efforts to procure for LPW the right to continue receiving the relevant Goods and/or Services and/or using the relevant Deliverables or modify them so that they are non-infringing.
- 11.3 This Section 11 of these Terms and Conditions shall survive termination of the Contract.
12. **Insurance and Liability**
- 12.1 During the term of the Contract and for a period of 6 (six) years thereafter, the Supplier shall maintain in force with a reputable insurance company professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on LPW's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 12.2 Except for any indemnity obligation and subject to Section 12.3 of these Terms and Conditions, LPW shall not be liable to the Supplier for any indirect or consequential losses or damage suffered by the Supplier.
- 12.3 Nothing in the Contract shall limit either party's liability for: (i) death or personal injury arising from its negligence; (ii) fraudulent misrepresentation; or (iii) any other liability that cannot be excluded by law.
- 12.4 Except for any indemnity obligation and subject to Section 12.3 of these Terms and Conditions, LPW's total liability to the Supplier under the Contract shall not exceed an amount equal to the Price paid to the Supplier in the 12 (twelve) months preceding the liability arising.
13. **Confidentiality**
- 13.1 Subject to Section 13.2 of these Terms and Conditions, each party to the Contract (the **Recipient**) shall:
- (a) use the other party's (the **Disclosing Party's**) Confidential Information solely for the performance of the Contract; and
 - (b) keep the Disclosing Party's Confidential Information strictly confidential and not, without the Disclosing Party prior written consent, disclose it to any other person.
- 13.2 The Recipient may disclose the Disclosing Party's Confidential Information:
- (a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Recipient rights or carrying out its obligations under or in connection with the Contract and the Recipient shall ensure that such persons comply with this Section 13;
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority; and
 - (c) if such information is public knowledge or already known to the Recipient at the time of disclosure or subsequently becomes public knowledge in each instance other than by breach of any duty of confidentiality (contractual or otherwise).
- 13.3 The Supplier shall not refer to the Contract, LPW or any of LPW's products or brands in any LPW list, presentation, article or other promotional material without LPW's prior written consent.
- 13.4 This Section 13 shall survive termination of the Contract.
14. **Data Protection**
- 14.1 The Supplier acknowledges and agrees that for the purposes of the Contract LPW is the data controller and the Supplier is a data processor in respect of all personal data processed pursuant to the Contract.
- 14.2 In processing personal data for the purposes of the Contract the Supplier shall:
- (a) do so only for the purpose of performing its obligations under the Contract;
 - (b) comply with all relevant instructions or requests that LPW may give to the Supplier from time to time concerning such processing;
 - (c) take appropriate technical and organisational security measures to safeguard such data against unauthorised or unlawful processing and against accidental loss or destruction of, or damage to, that data:
 - (i) the nature of such data and the harm which could result from such processing, loss, destruction or damage; and
 - (ii) the state of technological development and the cost of implementing such measures;
 - (d) not cause or allow such data to be transferred out of or otherwise processed outside of North or South America;
 - (e) not pass such data to any third party save to the Supplier Personnel, except: (i) with LPW's prior written consent in each case; and (ii) where the Supplier has entered into a written contract with that third party under which that third party agrees to obligations that are materially equivalent to those set out in this Section 14; and
 - (f) procure that all Supplier Personnel who reasonably require access to such data for the purposes of the Contract comply with the terms of this Section 14.
- 14.3 For the purpose of this Section 14:
- (a) the terms **personal data**, **data controller**, **data processor** and **processing** have the meanings given to them in Section 1.1 of these Terms and Conditions and
 - (b) the Supplier's obligations in respect of personal data exclude any personal data relating to the Supplier Personnel generated by the Supplier for the purposes of administering the Contract.
15. **Compliance with Applicable Law and Policies**
- 15.1 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.
- 15.2 In performing its obligations under the Contract, the Supplier shall comply with:
- (a) all Applicable Law from time to time in force including the Foreign Corrupt Practices Act and all applicable environmental, health and safety laws; and
 - (b) the Policies.
- 15.3 LPW may immediately terminate the Contract for any breach of this Section 15.
16. **Termination**
- 16.1 The Supplier may terminate the Contract by giving LPW at least 3 (three) months' prior written notice.
- 16.2 Without limiting its other rights or remedies, LPW may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 30 (thirty) days of being notified in writing to do so;
 - (b) the Supplier repeatedly breaches any term of the Contract in such manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
 - (c) the Supplier (being a body corporate) files for protection under bankruptcy laws, makes an assignment for the benefit of creditors, is declared or becomes insolvent, has a moratorium declared in respect of any of its indebtedness, enters into administration, receivership, administrative receivership or liquidation or threatens to do any of these things, or takes or suffers any similar action in any jurisdiction (an **Insolvency Event**);
 - (d) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation;
 - (e) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - (f) the Supplier's financial position deteriorates to such an extent that in LPW's opinion the Supplier's capability to fulfil its obligations under the Contract adequately has been jeopardised.
- 16.3 If LPW terminates the Contract pursuant to Section 16.2 of these Terms and Conditions then, without prejudice to any other right or remedy available to it, LPW may (at its option):
- (a) keep any Goods and Deliverables already delivered to it subject to payment of that proportion of the Price or attributable to such Goods and/or Deliverables in accordance with the Contract (less any sums already paid to the Supplier); or
 - (b) repudiate the Contract, return the Goods and Deliverables and require the repayment of the whole or any part of the Price which has been paid.
- 16.4 Where invoices for Goods and/or Services have been settled in full or in part prior to the receipt of such Goods and/or Services and LPW terminates the Contract pursuant to Section 16.2 of these Terms and Conditions then, without prejudice to any other right or remedy available to it, LPW may repudiate the Contract and require the repayment of the whole or any part of the Price which has been paid.
- 16.5 On termination of the Contract for any reason, the Supplier shall immediately deliver to LPW all Deliverables whether or not complete and return all LPW Materials to LPW. If the Supplier fails to do so, LPW may enter the Supplier's premises and take possession of them. Until such items have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and shall not use them for any purpose not connected with the Contract.
- 16.6 Termination of the Contract, however arising, shall not affect any of the parties' rights, remedies, obligations or liabilities that have accrued as at termination.
- 16.7 Sections of these Terms and Conditions that expressly or by implication survive termination of the Contract shall continue in full force and effect.
17. **Force majeure**
- Neither party shall be in breach of the Contract or liable for delay in performing, or failure to perform, any of its obligations under it if such breach, delay or failure results from a Force Majeure Event, provided that the party affected promptly notifies the other of the cause and likely duration of the breach, delay or failure, uses all reasonable endeavours to remove or avoid the effects of the Force Majeure Event and resumes performance of its obligations under the Contract without delay when the Force Majeure Event ceases to have effect.
18. **Aerospace Supply Chain Requirements**
- 18.1 Quality Requirements: All suppliers are expected to fully comply with the Purchase Order. With respect to purchases, reference should also be made to the Product Specification for further requirements.
- 18.2 Specific requirements for the processes, products, and services to be provided including the identification of relevant technical data (e.g., specifications, drawings, process requirements, work instructions); are detailed in specifications provided and/or in the Purchase Order.
- 18.3 The approval requirements for products, services, methods, processes, equipment and the release of products and services are detailed in material specifications provided.
- 18.4 Competence of persons shall be maintained as per the primary certificated international standard of the Supplier (i.e. ISO9001 or AS9100). Where applicable LPW Technology will specify in a specification, specific qualification requirements.
- 18.5 The Supplier shall maintain interactions with LPW Technology as per mutual agreement as agreed in writing with LPW.
- 18.6 The Supplier shall control and monitor external provider's performance as per the primary certificated international standard of the supplier (i.e. ISO9001 or AS9100).

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- 18.7 Where applicable LPW technology will specify in a specification verification and/or validation activity that will be required at the Supplier's premises.
- 18.8 Where applicable the Supplier shall maintain control on Design and Development as per the primary certificated international standard of the supplier (i.e. ISO9001 or AS9100).
- 18.9 Special requirements, critical items or characteristics are defined in specifications. Where such items are stated within this purchase order, they take precedence over the specification.
- 18.10 The product or service provided shall be tested, inspected and verified as per requirements stated in the specification and/or as stated within this purchase order. When applicable specific regulatory or statutory test and inspection requirements take precedence over the specification and Purchase order and are the responsibility of the supplier to determine.
- 18.11 Product acceptance shall be based on statistical techniques or per related instructions provided by LPW Technology.
- 18.12 The supplier shall:
- (a) Implement a Quality Management System.
 - (b) Where advised – use customer designated or evaluated and approved suppliers, including those for special processes.
 - (c) Any identified Non-conforming product issues either shipped or in house at the Supplier shall be immediately notified to LPW Technology.
 - (d) The supplier shall implement processes to prevent the supply of counterfeit product parts or inclusion in products being supplied to LPW Technology.
 - (e) Changes to the Supplier's organisation that may affect quality and/or finance, shall be notified in advance to LPW Technology Limited. These changes may include; Company ownership, company name, manufacturing location, quality approvals, significant changes to process or inspection techniques.
 - (f) The Supplier shall flow down the requirements to external providers which may include LPW Customer requirements.
 - (g) The Supplier at the request of LPW technology provide test specimens for use in the approval, verification, investigation and auditing of products and/or services provided.
 - (h) All records pertaining the supply of product and/or service shall be stored and maintained in a legible form for a minimum of 10 years, where indefinite record retention is not possible and is in agreement with LPW Technology.
 - (i) Specific projects and/or regulatory bodies may require longer retention periods and this will be notified in advance to the Supplier.
- 18.13 The Supplier shall maintain Rights of Access for LPW Technology, LPW's customer(s) and regulatory authorities to the applicable areas of the Supplier's facility and to applicable documented information, at any level of the supply chain.
- 18.14 The supplier shall ensure that all persons are aware of:
- (a) Their contribution to product or service conformity;
 - (b) Their contribution to product safety; and
 - (c) The importance of ethical behaviour.
19. **General**
- 19.1 **Assignment and other dealings**
- (a) LPW may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.
 - (b) The Supplier may not assign, transfer, mortgage, charge, 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 LPW.
- 19.2 **Subcontracting** The Supplier may not subcontract any or all of its rights or obligations under the Contract without LPW's prior written consent.
- 19.3 **Entire agreement** The Contract (incorporating these Terms and Conditions) constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.4 **Variation** LPW may at any time by written notice to the Supplier alter the Order. If such change increases or decreases the cost of and/or the time required for performance of the Contract, the Supplier may make a reasonable adjustment to the Charges/Price and/or the date for the performance of the Services/the Delivery Date, provided that: (i) the Supplier gives LPW notice of such adjustment within 5 (five) Business Days of the LPW's alteration notice; and (ii) LPW accepts the adjustment. If the LPW does not accept the adjustment, it may at its option: (i) cancel the Order; or (ii) notify the Supplier that it wishes to proceed on the basis of the Order without the proposed alteration.
- 19.5 The Supplier shall not vary the Contract, the Goods or the Services except as directed in writing by LPW or with LPW's prior written consent.
- 19.6 **Waiver** Except as set out in Section 2.5 of these Terms and Conditions, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of or prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.7 **Severance** If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision shall be deemed deleted. Any modification or deletion of a provision under this Section 19.7 shall not affect the validity and enforceability of the rest of the Contract.
- 19.8 **Notices**
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be: (i) delivered by hand or by pre-paid first-class post or by a signed-for next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or (ii) sent by fax to its main fax number or (iii) sent by email to the email address specified in the Order.
- (b) Any notice or communication shall be deemed to have been received: (i) if delivered by hand, on signature of a delivery receipt or, if not signed for, at the time the notice is left at the correct address; (ii) if sent by pre-paid first-class post, at 09:00 on the second Business Day after posting; (iii) if sent by a signed-for next working day delivery service, at the time recorded by the delivery service; and (iv) if sent by fax or email, at 09:00 on the next Business Day after transmission.
- (c) This Section 19.8 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.
- 19.9 **Third party rights** No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.
- 19.10 **Relationship** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the Supplier and LPW, constitute either party the agent of the other party or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 19.11 **Governing law** The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania
- 19.12 **Jurisdiction** Each party irrevocably agrees that the courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).