



EXTERNAL PROVIDERS

TERMS & CONDITIONS

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1. Definitions

- 1.1 In these conditions the following meanings apply:
- 1.1.1 "Conditions" the standard terms and conditions of purchase set out in this document.
 - 1.1.2 "Contract" the contract for the sale and purchase of Goods or the supply of Services incorporating these Conditions and any Special Conditions.
 - 1.1.3 "Goods" the goods specified on a Purchase Order.
 - 1.1.4 "Purchaser" the company or business segment thereof as named on the Purchase Order.
 - 1.1.5 "Purchase Order" the document setting out the Purchaser's requirements for Goods.
 - 1.1.6 "Services" the services to be provided as specified on the Purchase Order including any materials, articles or goods to be supplied in connection therewith.
 - 1.1.7 "Special Conditions" additional terms and conditions that the Purchaser may specify in relation to any particular Purchase Order.
 - 1.1.8 "Supplier" the supplier or contractor as named on the Purchase Order.

2. Scope of Conditions

- 2.1 These Conditions shall operate as a framework under which the Purchaser may place orders on the Supplier by issuing a Purchase Order. A Purchase Order shall constitute an offer by the Purchaser to purchase the Goods and/or acquire the Services subject to the Conditions and any Special Conditions.
- 2.2 Every Purchase Order issued by the Purchaser and accepted under these Conditions by the Supplier shall constitute a separate contract.
- 2.3 Incoterms (1990) shall apply to Contracts with non-UK resident Suppliers.

3. Prevalence of Conditions

- 3.1 These Conditions and any Special Conditions shall apply to a Contract to the exclusion of any other terms and conditions. No terms or conditions put forward by the Supplier shall form any part of a Contract.
- 3.2 These Conditions and any Special Conditions can only be varied with the written agreement of an authorised representative of the Purchaser. No person has the capacity to commit the Purchaser to any verbal contract. Such commitments will only be binding on the Purchaser when confirmed by a Purchase Order.
- 3.3 The execution of any purchase Order or any part thereof by the Supplier shall be deemed to be an acceptance of these Conditions and any Special Conditions as varied by any written agreement of the Purchaser.

4. Essential Documentation

- 4.1 All Goods must be supplied with the relevant Purchase Order number made clearly visible and all communications and documentation relating to any Goods or Services must always make clear reference to the relevant Purchase Order.
- 4.2 An advice note specifying the Goods shall accompany the Goods upon delivery, and copies of the advice note shall, on the date of despatch of the Goods, be sent by first class post to the Purchaser's address as shown on the relevant Purchase Order.

5. The Price

- 5.1 The price of the Goods or Services shall be as stated on the Purchase Order and, unless otherwise expressly agreed in writing by the Purchaser shall be:
 - 5.1.1 exclusive of any applicable value added tax (which shall be payable by the Purchaser subject to receipt of any appropriate VAT invoice), and
 - 5.1.2 a fixed price inclusive of all charges for disposable packing, costs associated with returnable packing and/or containers, carriage, delivery, insurance and all other charges.
- 5.2 Where off-loading is required, the price shall include the Supplier providing any special equipment to ensure delivery to the place directed by the Purchaser.
- 5.3 The price shall include the provision by the Supplier of all equipment, materials, consumables and power necessary for the provision of Services unless otherwise specifically agreed in writing by the Purchaser.
- 5.4 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

6. Accuracy of Drawings

- 6.1 The Supplier shall be fully responsible for the accuracy and completeness of all instructions, data, drawings and information supplied to the Purchaser whether or not approved by the Purchaser unless such inaccuracies or omissions were solely due to instructions, data, drawings or information supplied by the Purchaser upon which it is agreed by the Purchaser that the Supplier can rely.

7. General Requirements

- 7.1 All Goods and Services will be verified by the Supplier's quality control organisation to ensure they comply fully with the specification and requirements of the Purchase Order and any agreed amendments thereto.
- 7.2 All Services will be carried out with reasonable care and skill and the Supplier is deemed to have inspected the relevant premises before tendering so as to have understood the nature and extent of the Services to be carried out and satisfied itself in relation to all matters connected with the Services and premises. Subject to clause 10.4, the Purchaser shall grant such access to the Supplier as may be reasonable for this purpose.

- 7.3 Any deviation from the technical/drawing requirements specified in a Purchase Order must be notified to the Purchaser in writing as soon as such deviation becomes apparent, and must be formally approved in writing by either a Project Engineer or Quality Manager/Director at Field Intl Ltd. Any such approval shall not be interpreted as approval for any future or past deviation, this shall not absolve the Supplier of obligation to supply goods/services compliant to the purchase order.
- 7.4 Free issued material - The Supplier shall return any non-conforming goods as marked by 'quarantine' or 'scrap' label ensuring their release documentation clearly identifies the non-conformity. Disposition by Field Intl Ltd Quality Dept under internal procedure QP18 Control of non-conforming product.
- 7.5 Supplier owned material - The Supplier shall dispose of non-conforming product not approved by Field Intl Ltd under production permit or concession, this shall be carried out by permanently defacing goods precluding them from unintended use prior to disposition through their internal process.
- 7.6 The Supplier shall notify at the earliest opportunity of changes:
- to product configuration
 - to an approved process
 - to their supplier
 - to manufacturing location or company name
 - to supplier terms and conditions
- The Purchaser will advise any required action to be taken based on the changes and grant approval as applicable.
- 7.7 The Supplier shall ensure all requirements are flowed down to sub-tiers, this shall include the Purchasers customer requirements as applicable.
- 7.8 Specifications, drawings, works instructions and data cards etc will have their revision stated on the purchase order, if for any reason the Supplier feels the revision stated is incorrect, they should advise the Purchaser prior to commencement of the order for clarification. In the respect of British Standards, in lieu of a revision status, the Supplier shall work to the current revision.

8. Special Quality Requirements

- 8.1 This section applies when the Purchase Order invokes one or more of the following clauses by reference to the Q1, Q2 and/or Q3 requirement.
- Q1 Each delivery of Goods shall be accompanied by a certificate of conformity which as a minimum shall comprise commercial certification confirming that the Goods comply with all drawings, Purchase Order requirements, all relevant specifications such as British Standards and the Purchaser's specifications. The certificate must be signed on behalf of the Supplier by a senior director or manager who is responsible for quality and such certificate must denote the position held by the signatory.
- Q2 Each delivery of Goods shall be accompanied by a test certificate providing evidence of testing and certifying compliance with all drawings, Purchase Order and specification requirements. The certificate must be signed on

behalf of the Supplier by a senior director or manager who is responsible for quality and such certificate must denote the position held by the signatory.

- Q3 All Goods supplied against the Purchase Order shall be made available by the Supplier for inspection at the Supplier's works prior to delivery. Such inspection may be made by the Purchaser, its customers or subcontractors. The Supplier shall inform and give reasonable notice to the Purchaser's relevant purchasing department when the Goods will be available for inspection and no delivery shall be made until authority to proceed is given by a member of the Purchaser's quality control staff.

9. Inspection and Right of Access

- 9.1 The Supplier shall grant right of access to the Purchaser, their customer, and regulatory authorities to applicable areas of the facility, at any level of the supply chain involved in the order and to all applicable records. Right of access for subcontractors or any authorised representatives shall be required as applicable to the purchase order and by prior agreement. Reasonable notice of such access will be given to the Supplier.
- 9.2 If Goods (including procedures used to manufacture Goods) or Services are found to be unsatisfactory to the Purchaser or not in compliance with the Contract, the Purchaser may require the Supplier at the Supplier's cost to take all necessary steps to ensure compliance with the Supplier's requirements for such Goods or Services or to rectify any other matter relating to Goods or Services found to be unsatisfactory.

10. Prevention Of Counterfeit Parts

- 10.1 All Field International suppliers shall implement a process (as required) for the prevention of counterfeit parts. Industry Standards for guidance are as follows:
- AS6174 Counterfeit Materiel; Assuring Acquisition of Authentic and Conforming Materiel
 - AS5553 Counterfeit Electrical, Electronic, and Electromechanical (EEE) Parts; Avoidance, Detection, Mitigation, and Disposition

11. Delivery

- 11.1 Unless otherwise notified by the Purchaser, delivery of the Goods and performance of the Services shall be affected at the time or times specified by the Purchaser in the Purchase Order and at the address of the Purchaser specified in the Purchase Order. Time of delivery of the Goods or performance of the Services shall be of the essence of the Contract. If delivery or performance is not made when requested the Purchaser shall have the right to cancel the Purchase Order without prejudice to its rights of action for breach of contract or otherwise.
- 11.2 The Purchaser shall be entitled to reject any Goods delivered or Services performed that are not in accordance with the Contract and shall not be deemed to have accepted any Goods or Services until the Purchaser has had a reasonable opportunity to inspect them following delivery or performance or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

- 11.3 If the Goods are to be delivered, or the Services performed, by instalments, the Contract will be treated as a single contract and not severable.
- 11.4 When delivering the Goods or performing the Services at the Purchaser's premises, and at any other time when the Supplier is at the Purchaser's premises, the Supplier, its employees, agents and subcontractors shall comply with all safety and other regulations relating to such premises displayed at the premises or notified to the Supplier from time to time.

12. Passing of Property and Risk

- 12.1 Risk in the Goods shall pass to the Purchaser when the Goods are delivered to the place specified in the Purchase Order or as otherwise specified by the Purchaser.
- 12.2 Property in the Goods shall pass to the Purchaser upon delivery unless payment for the Goods is made prior to delivery, in which event property shall pass to the Purchaser once payment is made and the Goods have been appropriated to the Contract.

13. Free Issue Materials

- 13.1 The Supplier shall be responsible for and account for the risk, safety, proper use and, if appropriate, maintenance of free issue materials entrusted to it in connection with the Contract. Such materials shall be and remain the property of the Purchaser, its customers and/or subcontractors.
- 13.2 The Supplier shall use such materials solely for the purposes of the Contract and all surpluses shall be returned or disposed of only as directed by the Purchaser. Waste of free issue materials arising from bad workmanship or loss whilst in the custody of the Supplier shall be made good at the Supplier's expense.

14 Payment

- 14.1 Invoices shall be raised after the Goods have been supplied or after the Services have been completed and shall be sent to the address shown on the Purchase Order, unless otherwise stated. Invoices shall be paid by the Purchaser 60 days from the end of the month following that in which the Goods or Services have been received, or as otherwise agreed.
- 14.2 The Purchaser shall be entitled to set off against sums due to the Supplier all and any sums due from the Supplier to the Purchaser.

15 Post Acceptance Defects

- 15.1 Without prejudice to any other rights of the Purchaser, if within 12 months of putting the Goods into service or using the Services supplied, or within 18 months of delivery of the Goods or completion of the Services, whichever is the longer, there shall appear in the Goods or Services any defect which has arisen under proper use from faulty materials, workmanship or design by the Supplier or the Goods or Services shall be found to be other than in accordance with the Contract, the Purchaser shall, notwithstanding that the Purchaser may have accepted the Goods or Services, be entitled to require the Supplier forthwith to replace the Goods or re-

perform the Services which are defective, or at the Purchaser's sole option, to carry out repairs and/or modifications to the defective Goods or Services so that they cease to be defective.

- 15.2 In all of the above cases, the Supplier shall bear the full expense of return, redelivery and installation of the replacement Goods or re-performance of the Services. Any replacement goods or re-performed services shall become the Goods or Services for the purposes of the Contract.
- 15.3 Should the Supplier fail to replace, repair or modify the Goods or install Goods or re-perform the Services as aforesaid the Purchaser shall have the right, at the Supplier's expense, to purchase such replacement Goods and Services elsewhere.
- 15.4 The Supplier shall on demand identify to the Purchaser the name and address of any person other than the Supplier who actually or apparently produced the Goods or imported them into the EC or the United Kingdom or who previously supplied them.

16 Purchaser's Drawings, Tools etc.

- 16.1 Any specifications, instructions, plans, drawings, tools, models, patterns, samples, designs or other materials (collectively the "Materials") supplied by the Purchaser to the Supplier in connection with any Purchase Order shall remain the Purchaser's property and (together with all copies of the same made by or for the Supplier) shall be clearly marked by the Supplier as being the Purchaser's property. If so requested by the Purchaser, the Supplier shall return the Materials immediately after completion of the Purchase Order or termination of the Contract.
- 16.2 All Materials, gauges, dies, jigs, moulds and any other equipment or articles paid for by the Purchaser shall be the Purchaser's property and shall be maintained in good condition by the Supplier at the Supplier's expense. The said Materials, gauges, dies, jigs, moulds and other equipment or articles paid for by the Purchaser shall be used exclusively for performance of the Contract.
- 16.3 The Supplier shall, at its own expense, replace any materials or other equipment or articles referred to in the clause 15 if damaged, lost or destroyed whilst in the Supplier's possession or control, irrespective of cause.
- 16.4 All Materials and any other information derived therefrom or supplied by the Purchaser shall be regarded by the Supplier as secret and confidential and shall not be published or disclosed to any third party or made use of by the Supplier except for the purpose of performing the contract.
- 16.5 All proprietary rights (including present and future intellectual property rights) in any materials or inventions prepared or created by the Supplier for use, or intended use, in relation to the performance of a Contract are hereby assigned to and shall vest in the Purchaser absolutely. To this intent the Supplier undertakes to do all such things and execute all such documents as are reasonably necessary to secure the vesting in the Purchaser of such proprietary rights.
- 16.6 The Supplier shall ensure that any proprietary interest of the Purchaser is noted on any packing of dual Goods.
- 16.7 The supplier shall retain copies of all relevant documentation relating to sub-contract work and/or deliveries made to Field International Ltd. If that work is for BAE Systems, then the period of retention shall be 13-years with all other

customers being for six-years. The method of storage is at the suppliers discretion provided complete retrieval can be provided when requested.

17 Indemnity

17.1 The Supplier shall insure against and indemnify the Purchaser against any and all direct and consequential losses, costs, claims, damages and expenses incurred by the Purchaser and arising out of or in connection with a Contract and/or the use, possession, operation or sale of the Goods and Services supplied by the Supplier there under. Such insurance and indemnity shall cover but shall not be limited to any claims that the Goods or Services infringe or are alleged to infringe any intellectual property right of a third party, provided always that this indemnity shall not apply to any infringement which is due wholly to the Supplier having followed a design or instruction furnished or given by the Purchaser.

18 Cancellation

18.1 If the Supplier becomes insolvent or (if an individual) becomes the subject of bankruptcy proceedings or makes any arrangement with its creditors or becomes subject to an administration order or has a receiver appointed over any of its assets or property or winding up proceedings are issued against it (other than voluntarily for amalgamation or reconstruction) or an encumbrance takes possession of any of its assets or property of the Supplier ceases or threatens to cease to carry on business or if the Purchaser reasonably believes any of the above is about to happen then the Purchaser may, without prejudice to any other rights it may have there under, terminate the Contract forthwith by written notice to the Supplier or any other person in whom the Supplier's affairs have become vested.

18.2 In addition to other rights within these Conditions, the Purchaser may cancel the Purchase Order whether in whole or in part by written notice to the Supplier at any time. In such cases the Purchaser's sole liability to the Supplier shall be to pay the relevant part of the Contract price to the Supplier for all elements of the Goods supplied and Services performed as at the date of the notice to cancel together with the reasonable costs of the Supplier in terminating its commitments properly and reasonably undertaken to third parties as at the date of the notice to cancel.

18.3 No payments will be due or made hereunder by the Purchaser unless and until a properly documented and complete claim is submitted by the Supplier and agreed by the Purchaser.

19 Supplier Code of Ethics

19.1 See Appendix A.

20 Force Majeure

20.1 The Supplier must use its best endeavours to carry out and complete the Contract in line with the Purchase Order requirements, but the Supplier shall be relieved of its obligations while it is unable to carry out or complete the Contract because of any act of God, war, riot, fire or flood. At the cessation of these events, the Supplier

will resume its obligations unless the Purchaser has elected to treat the Contract as terminated.

- 20.2 If the Supplier is to invoke this clause it must advise the Purchaser by notice in writing within 14 days of the start of any of the above events. On receiving such notice, the Purchaser shall have the right to cancel the Contract without liability to the Supplier.

21 Sub-Contracting and Assignments

- 21.1 A Purchase Order or any part thereof shall not be further subcontracted or assigned without the prior written consent of the Purchaser. In any legal proceedings between the Purchaser and the Supplier, the Supplier shall not set up the existence of a subcontract or any of the terms thereof as a defence to such proceedings and shall be responsible for its subcontractors in all respects.

22 Hazardous Goods

- 22.1 Any Goods and/or materials supplied under a Contract which are hazardous shall be marked with the appropriate international danger symbols and the name of the Goods or materials shall be in English. In addition, the Supplier shall provide advice and precautionary leaflets (in English) in respect of any such Goods and/or materials where appropriate and shall observe all United Kingdom legislation and international agreements relating to the packing, labelling and carriage of hazardous goods.

23 General

- 23.1 All notices required under a Contract shall be in writing and delivered either in person or by a means evidenced by delivery receipt to the address specified on the Purchase Order. Such notices will be effective upon receipt.
- 23.2 Any waiver of the provisions of a Contract, or a delay by either party in the enforcement of any right hereunder, shall neither be construed as a continuing waiver, nor create an expectation of non-enforcement, of that or any other provision or right.
- 23.3 The Headings to conditions shall not affect their interpretation.

24 Proper Law

- 24.1 A Contract shall be construed and take effect in accordance with the laws of England and all correspondence and communication concerning this contract shall be in English, the parties hereby submit to the non-exclusive jurisdiction of the English Courts for the determination of any disputes arising under a Contract or these Conditions.

APPENDIX A – FIELD INTERNATIONAL’S SUPPLIER CODE OF ETHICS

Field International operate business in a responsible manner. At Field International, the way we conduct business is as important as the products and services we provide. Accordingly, Field International will only do business with suppliers, contractors, and consultants (collectively herein referenced as “Suppliers”) that comply with applicable and controlling laws, rules, and regulations (collectively herein referenced as “applicable laws”) and at a minimum, with standards of business conduct consistent with those set forth in this Supplier Code of Ethics (“Code”). It is Field International’s expectation that Suppliers, their employees, sub-suppliers and any other parties involved with the execution of Field International work, similarly comply with the applicable laws and the standards set forth in this Code.

Field International expects the following, without limitation, including respecting the human rights of employees from all its Suppliers:

HUMAN RIGHTS AND LABOUR STANDARDS

- **Forced Labour, Human Trafficking and Slavery**

Supplier shall not use any form of forced labour including prison, indentured, bonded, military, slave or any other forms of forced labour. Supplier shall not participate in the recruitment, transportation, transfer, harbouring or receipt of any persons by means of threat, use of force, or any other forms of coercion, abduction, fraud, deception, abuse of power or position of vulnerability, or the giving or receiving of payments or benefits to achieve the consent of a person having control over another person for the purpose of exploitation. Suppliers shall not retain an employees’ government-issued identification, passports or work permits as a condition of employment and shall allow employees to resign from their positions at any time.

- **Child Labour**

Supplier shall ensure that no underage labour has been used in the production or distribution of their goods or services. Employees must not be younger than the minimum employment age established by the respective country or local jurisdiction. In the event no minimum employment age is established, employees must not be younger than the age of compulsory education; or if no minimum age for compulsory education is established, employees should not be younger than age 14.

- **Working Hours**

Supplier’s employee working hours must be in compliance with all applicable laws and regulations. Suppliers should encourage employees to receive at least one day off every seven days in compliance with all applicable laws.

- **Wages and Benefits**

Suppliers must have a system in place to verify and accurately record payroll, deductions and the hours worked by legally authorized employees. Suppliers must comply with all applicable wage and compensation requirements as defined under applicable labour laws

for regular work, overtime, maximum hours, piece rates, and other elements of compensation and employee benefits.

- **Freedom of Association and Collective Bargaining**

Supplier must adhere to applicable laws regarding the right to affiliate with lawful organizations without interference.

- **Non-discrimination**

Employment by Supplier shall be based solely on person's ability and not personal characteristics. Supplier shall maintain a workplace free of unlawful discrimination, which includes, but is not limited to, race, gender, sexual orientation, age, pregnancy, caste, disability, union membership, ethnicity, religious belief or any other factors protected by applicable law. Employees shall not be subject to verbal, physical, sexual or psychological abuse or any other form of mental or physical coercion and shall be treated with respect and dignity.

- **Conflict Minerals**

Supplier shall abide by Field International's Conflict Minerals Policy.

HEALTH AND SAFETY

- **Working Environment**

Suppliers shall provide safe and healthy working and housing environments (if Supplier provides housing) to prevent accidents and injury to health. Suppliers shall minimize employee exposure to potential safety hazards by identifying, assessing and minimizing risks by developing and implementing plans and procedures.

ENVIRONMENT

- **Environmental Impact**

Suppliers shall be sensitive to its impact on the environment (including but not limited to air emissions, water discharge, toxic substances and hazardous waste disposal) and local communities. Supplier shall comply with the environmental laws and standards within its facilities. Suppliers must use care in handling hazardous materials or operating processes or equipment that use hazardous materials to prevent unplanned releases into the workplace or the environment.

BRIBERY AND CORRUPTION

- **Anti-Bribery and Anti-Corruption**

Suppliers shall not engage in any form of corrupt practices including without limitation to, extortion, fraud, impersonation, false declarations, bribery, money laundering, supporting or involved with terrorist or organized crime organizations or activities. Suppliers shall not offer bribes, kickbacks, illegal political contributions or other improper payments to Field International representative or agency, any customer, government official or third party, with the intention of obtaining or retaining a business or other improper advantage.

Suppliers must have a written anticorruption / anti-bribery policy that includes an annual review with its employees of such policy.

No matter where we operate around the world, we are steadfast in our dedication to service and integrity. Strong Supplier partnerships are a cornerstone of Field International's business and a vital link in setting and achieving expectations for ethical sourcing and corporate social responsibility. At Field International, the way we conduct business is as important as the products and services we provide.

In the event Field International determines that a Supplier's efforts to comply with this Code have been deficient and the Supplier fails to cooperate in developing and implementing reasonable remedial steps, Field International reserves the right to take appropriate actions up to, and including, discontinuing purchases from the Supplier.

Nothing in this Code is intended to, in any way, grant any additional rights or expectations to a Field International Supplier or, in any way, modify or otherwise limit any of Field International's contractual or legal rights.