

Apollo Aerospace Components – Electrical Connectors Terms and Conditions of Purchase

1. DEFINITIONS: -

Contract: the contract between the Customer and the Supplier for the supply of Goods and/or Services i.a.w these conditions.

Customer: Apollo Aerospace Components, The Clock House, Gaters Mill, Mansbridge Road, Southampton, SO18 3HW with Company Registration Number 6394374.

Goods: The goods or part thereof set out in the Order.

Order: The order for the supply of Goods as detailed on the Customers Purchase Order form.

Supplier: The organisation or person from whom we purchase Goods and/or Service.

2. GENERAL: - Unless otherwise agreed in writing by Apollo Aerospace Components, these conditions shall apply to and govern all contracts for the placement of Purchase Orders and supply of Goods to Apollo. Any other conditions shall be disregarded.

All Purchase Orders (Contracts) shall be governed by English Law and the parties hereto agree to submit to the jurisdiction of the English and Welsh Courts.

3. SUPPLIER APPROVAL: - Apollo Aerospace Components operate i.a.w the requirements of aerospace standard AS9120 & 9100 and maintain a list of 'Approved Suppliers'. Only 'approved' suppliers shall be selected for the placement of Purchase Orders. Suppliers must demonstrate they have appropriate certification for the product/service they provide. Typically, AS9100, AS9120 or ISO9001 being the minimum requirements unless otherwise specified for appropriate ad-hoc purchases (typically consumables or when specifically specified by a client). Certification must be with a certified organisation recognised within the United Kingdom (E.g. UKAS)

4. SUPPLIER ONGOING APPROVAL: - Apollo Aerospace Components must be advised of any changes to scope, suspension or renewal of accreditation status certificates.

5. TRACEABILITY: - Goods supplied to Apollo Aerospace Components shall be clearly identified and traceable to their origin: i.e. OEM, Date of manufacture, LOT or Batch number. Release documentation shall clearly show the trace. The Supplier shall maintain records as required for the specified retention period.

6. ACCESS: - Apollo Aerospace Components or its representative shall have reasonable rights of access/audit to its Suppliers and any Sub-Tier. Access to Governmental or Regulatory authorities is mandatory.

7. PURCHASING: - Suppliers shall be responsible for adhering to all Terms and Conditions of the Purchase Order including end user specific requirements. Acceptance of our Purchase Order must be advised within 48 hours, otherwise the Order shall be deemed as accepted in full by default.

The Supplier shall accept full responsibility for the goods being supplied and flowing down the supply chain any specific requirements as appropriate.

All orders shall be covered by the requirements of REACH, Mineral Conflict Status and ITAR regulations as appropriate.

The Supplier shall verify correct revision status details are held for parts supplied against drawing.

The Supplier shall supply a C of C with all goods which shall include details of Apollo Aerospace Components Purchase Order Number, Part Number, Issue, LOT, Health & Safety Data Sheets, Test Results, Full traceability to the OEM shall be evident and copies of manufacturers records be available or supplied with the goods if requested.

The Supplier shall retain copies of Release Documents for a minimum of 20 years.

The supplier shall notify the customer in the event of an equivalent or alternative part being considered and must be agreed in advance by the customer as to acceptability.

Apollo Aerospace Components shall immediately quarantine any parts where there is a risk of counterfeit or bogus having been supplied. Apollo Aerospace Components reserve the right to escalate potential counterfeit or bogus part delivery to the relevant authorities (E.G. CAA). All such parts shall be defaced to prevent any future risk of entry into the industry. A single occurrence will result in removal of the supplier from Apollo Aerospace Components Approved Supplier List

Apollo Aerospace Components operate a Supplier Scorecard feedback scheme for specific suppliers. The Supplier shall identify the results and cause of any poor performance and take appropriate action to improve. Failure to achieve improvement may result in removal from the Approved Supplier List.

8. DELIVERY: - Goods should be delivered on the due date specified. We shall however accept delivery a maximum of 3 days early but 0 days late. Apollo monitor supplier performance for on time delivery and quality as a minimum. Failure of a Supplier to perform may result in future business being withheld and their status on our Approved Supplier database being reviewed and possibly removed.

The supplier shall be pro-active in processing the order and shall advise Apollo Aerospace Components immediately any issues that could affect on time in full delivery.

9. PRODUCT QUALITY: - Goods shall be delivered in new/mint condition fully in accordance with Apollo Aerospace Components Purchase Order and requirements of these terms and conditions. The Supplier shall be responsible goods whilst in transit to Apollo Aerospace Components. The goods shall be properly packaged and secured in such a manner as to enable them to reach

their destination in good condition. Staples shall NOT be used and packaging shall be appropriate to prevent FOD.

Goods found not to be in conformance shall be notified to the Supplier who shall be responsible for its replacement/credit and costs associated.

Apollo Aerospace Components shall require details of corrective, preventive action and root cause of defective goods, typically an 8D report or similar shall be required with 7 working days.

The Supplier shall immediately notify Apollo Aerospace Components of any product Quality Alerts, Recall or Airworthiness Issues. Full details of parts, delivery dates and batch numbers shall be provided. Furthermore, occurrence of test, measuring equipment errors shall be advised.

10. FORCE MAJEURE: - There shall be no liability in contract, tort or otherwise for any loss whatsoever, including consequential loss arising as a result of manufacture or delivery of all or some of the goods being delayed or prevented by circumstances outside the Company's reasonable control, including delays due to strike, lockouts, war, riot, fire, flood, Government intervention, Act of God or accident. The supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.

11. INDEMNITY:- The supplier shall keep Apollo Aerospace Components and its clients indemnified against all liabilities, costs, expenses, damages and losses including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties including Cost of Non Quality and all other reasonable expenses as a result of or in connection with any claim made against the customer for actual or alleged infringement of a third part's intellectual property rights arising out of, or in connection with the manufacturer, supply or use of the goods or service.

The supplier shall indemnify the company against any claim by a third party for death, personal injury or damage to property arising out of or in connection with defects of goods to the extent that the defects in the goods are attributable to the acts or omissions of the supplier, its employees, agents or subcontractors.