



TERMS AND CONDITIONS OF PURCHASE

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CODE

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Amd 1 02/17

ORIGINATION DATE

JUN 15

These are the Terms and Conditions of Purchase for Amphenol Invotec Limited (referenced as AIL throughout this document).

1. ACCEPTANCE

AIL's order constitutes an offer by AIL to purchase the goods and/or the services which are the subject of the order, subject to these terms and conditions. Seller's commencement of work or shipment of the goods, whichever occurs first, shall evidence acceptance of this agreement and all of its terms and conditions. These terms and conditions apply to the exclusion of any additional or different terms contained on Seller's quotation, acceptance, acknowledgement, or any other form, and AIL hereby object to any such terms.

2. PRICE AND PAYMENT

2.1 The price of the goods and/or the services shall be as stated in AIL's order. If AIL places an order on a "price to be agreed" basis, quotations **must** be submitted and AIL's official amendment confirming the price **must** be in the Seller's possession before items are invoiced. The goods shipped or work performed against this agreement **must** not be invoiced at a higher price than shown on this agreement (whether on account of increased material, labour or transport costs, fluctuations in rates of exchange or otherwise) without AIL's prior written consent. The invoice **must** itemize transportation charges and taxes (including value added tax) separately, if applicable. If the price is omitted from the agreement, the price shall be the lowest prevailing market price. No charge will be allowed for packing, labelling, customer storage, crating, or express handling unless indicated on this agreement.

2.2 Seller shall invoice AIL within 3 days after despatch of the goods or performance of the services, and each invoice will quote AIL's order number and the advice note number, together with the delivery address for goods.

2.3 All claims for money due or to become due from AIL shall be subject to deduction or set off by AIL for any counterclaim arising out of this or any other transaction with Seller.

3. PROPRIETARY INFORMATION-CONFIDENTIALITY

Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to the Seller under this agreement or specifically produced by the seller for AIL under this agreement (together with the copyright, design rights and any other intellectual property right in the same) shall be and remain AIL's property, shall be deemed proprietary, shall be kept confidential, and shall be promptly returned at AIL's request. Seller shall not disclose, without AIL's written permission, any such information or data to any other person, or use such information or data itself for any purpose other than performing this agreement, although the foregoing shall not apply if the information is or becomes publicly available through no fault of seller or is rightfully received by Seller from a third party. The obligations under this paragraph will survive the cancellation, termination or completion of this agreement. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by the Seller to AIL shall be deemed secret or confidential.

4. WARRANTIES

Seller expressly warrant that all goods or services provided under this agreement shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979 as amended), free from defects in material and workmanship, and shall conform to all applicable specifications and appropriate regulations and standards. If Seller knows the particular purpose for which AIL intends to use the goods or services or if Seller holds the goods out as being suitable for a purpose, Seller warrants that such goods or services shall be fit for such particular purpose. Seller further warrants that all services

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will be performed by appropriate qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for AIL to expect in all the circumstances. Without prejudice to any other remedy AIL may have, materials or services not meeting this warranty will be, at AIL's option, returned for a refund, repaired, replaced or re-performed by Seller as soon as possible and at no cost to AIL or its customers and with transportation costs and risk of loss and damage in transit borne by Seller. Seller shall indemnify and hold AIL harmless for all liability, loss (whether direct or indirect, and including loss of profit), costs, damages and expenses (including legal expenses) arising out of any breach of the aforesaid warranties, Seller shall extend all warranties it receives from its vendors to AIL, and to AIL's customers. Breach of the aforesaid warranties or any other terms of this agreement shall entitle AIL to all remedies available at law.

5. TERMINATION AND FORCE MAJEURE

AIL may terminate all or any part of this agreement at any time for its convenience upon written notice to Seller. AIL will pay a reasonable termination charge based on a percentage of the agreement price reflecting the percentage of work performed by Seller prior to termination. Any claim for payment of such termination charges **must** be submitted in writing to AIL within (30) days of receipt of written notice of termination, thoroughly documented by invoices or other applicable documents. AIL may also terminate this agreement, in whole or in part, for cause of the Seller default or actual or apprehended insolvency. AIL shall have the right to audit all elements of any termination claim, and Seller shall make available to AIL on request all books, records and papers relating thereto. The provisions of this paragraph 5 are without prejudice to the rights of AIL in the event of any failure on the part of the Seller to comply with the performance schedule or other provisions of the agreement. Late deliveries, deliveries of products which are defective or which do not conform to this agreement, and failure to provide reasonable assurances of future performances upon request, shall be reasons allowing AIL to terminate this agreement for cause. In such event, AIL shall not be liable to Seller for any amounts, and Seller shall be liable for any damages due to Seller's breach or default. If it should be determined that AIL has improperly terminated this agreement for default, such termination shall be deemed to be for AIL's convenience. Neither party will be liable to the other for any delay or failure to perform if that delay or failure results from a cause beyond its reasonable control, except that AIL may terminate all or any portion of this agreement without liability to Seller if such delay or failure to perform by Seller or on the part of Seller extends beyond thirty (30) days of AIL's requested delivery date.

6. PATENT INDEMNITY

By acceptance of this agreement, Seller agrees to indemnify AIL against all claims, judgements, decrees, cost and expenses, and legal fees relating to any proceeding which may be brought against AIL or its agents, distributors, customers or other vendors based on a claim of alleged infringement of copyright, patent design right, trade mark or other intellectual property right, as well as for alleged claim of unfair competition resulting from similarity in design, trade mark or appearance of goods or services furnished under this agreement, and Seller agrees that it will, upon request of AIL and at Seller's own expense defend or assist in the defence of any action which may be brought against AIL or its agents, distributors, customers, or other vendors for such infringement or alleged claim or unfair competition. AIL agrees to notify Seller promptly upon receipt of notice of infringement or information or such a suit having been filed. Seller shall have no liability under this paragraph arising solely by reason of the combination of goods furnished hereunder with apparatus not provided or proposed by Seller, or for required compliance by Seller with written specifications furnished by AIL if such infringement cannot be avoided by the Seller in complying with such specifications.

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7. MATERIALS TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other material paid for or furnished by AIL for the purpose of this order shall be and remain the sole property of AIL. Seller shall safeguard all such property while it is in the Seller's custody of control, be liable for any loss or damage to such property, use it only for AIL orders, and return it to AIL upon request. Such property may be removed from Seller's premises by AIL without extra cost.

8. RISK AND INDEMNIFICATION

8.1 Until received by AIL, all products are Seller's sole responsibility, including, but not limited to, the responsibility for proper, lawful handling or shipment of such goods, or of any by product or waste stream resulting there from. Risk of damage to or loss of the goods shall pass to AIL on delivery to AIL in accordance with this agreement. Seller shall indemnify and hold harmless AIL, its officers, directors, employees and agents from any and all claims, demands, suits or actions, environmentally related or of any other nature whatsoever, including reasonable legal fees and expenses, arising from Seller's negligent or faulty performance or omission of any specified, required or requested services or goods provided for and on behalf of AIL and any other act or omission of Seller or its employees, agents or sub-contractors in supplying the goods and/or performing the services.

8.2 AIL's total liability for damages and any other claims under this agreement shall not exceed the price applicable to the goods or services giving rise to the claim.

9. CHANGES

AIL shall have the right to make changes in the agreement at any time for its convenience upon written notice to the Seller. Such changes shall be subject to an equitable adjustment in the performance schedule or agreement price, based on reasonable and unavoidable costs incurred by the Seller prior to notice of the charge. Any claim of Seller for an adjustment **must** be submitted in writing to AIL within thirty (30) days of AIL change notice.

10. INSPECTION AND TESTING

Seller's facilities, equipment, goods and services purchased under this agreement are subject to AIL's inspection, testing and acceptance. Payment for the goods and services delivered shall not constitute acceptance. Goods and services shall only be deemed accepted when they have actually been counted, inspected, and tested by AIL and found to be in conformance with this agreement. Goods rejected and/or goods supplied in excess of the delivery schedule may, in addition to AIL's other rights, be returned to Seller at its expense, including all expenses of unpacking, examining, repacking and reshipping such goods. If AIL receives goods or services whose defects or non-conformities are not apparent on examination, AIL reserves the right to require replacements, as well as transportation costs and payment of damages. Nothing contained in this agreement (including any inspection or testing by AIL shall relieve Seller from obligations under the Agreement including (but not limited to) those relating to testing, inspection and quality control.

The supplier **must** inform AIL of product manufactured as a deliverable which is non-conforming. The supplier **must** render these items unusable prior to disposal.

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11. PACKING, DELIVERY AND SHIPMENT

All delivered goods shall be packed and shipped in accordance with the instructions or specifications on the front of this agreement. In the absence of any such instructions, Seller shall comply with best commercial practise to ensure safe arrival at the specified destination at the lowest transportation cost. Advice notes **must** be sent on the day that items are despatched. Time is of the essence of this agreement. If goods are not delivered or service provided by the date specified, AIL may terminate this agreement as to items not yet shipped or services not yet rendered without liability, by notice effective upon receipt by Seller. In such instance AIL may purchase substitute items or services elsewhere and charge Seller with any loss and additional expense incurred. If, in order to comply with AIL's required delivery date, it becomes necessary for seller to ship by a more expensive method than specified in this agreement, Seller shall pay all increased transportation costs, unless the necessary for such rerouting or expedited handling has been caused by AIL. AIL shall not be required to return to Seller any packaging or packing materials, whether or not AIL accepts the goods.

12. CERTIFICATE OF CONFORMANCE

If a Certificate of Conformance is specified as a requirement on the Purchase order the Certificate of Conformance shall include the AIL part number, purchase order number, quantity shipped, date shipped, manufacturers part number, manufacturers date code and details of certified quality system. It should be signed to indicate compliance with the requirements of the document.

13. OWNERSHIP AND LICENCE

13.1 The property in the goods shall pass to AIL on delivery, unless payment is made prior to delivery, when property shall pass to AIL once payment has been made and the goods have been appropriated to this agreement.

13.2 Unless AIL agrees otherwise in writing, the price also includes title to computer program and related documentation supplied by Seller. Where these are supplied under licence from a third party, AIL shall have the irrevocable and unrestricted right to use, copy, modify and merge such programs and documentation for any purpose.

14. RECORD RETENTION

In addition to contractual requirements the supplier shall retain verifiable objective evidence of inspection and tests performed. Quality records shall be made available for evaluation for a contractually agreed period at no additional cost to AIL. Unless otherwise specified, this period shall be 5 years.

15. NOTIFICATION OF CHANGE

Where invoked by Purchase Order / Specification the supplier shall give AIL prior notification of significant changes prior to their implementation.

Significant change would include, but is not limited to:

Any change of manufacturing location for the supplied goods

Introduction of a new previously unqualified sub-tier supplier of materials that are directly incorporated in the product subsequently supplied to AIL

Major changes to the manufacturing technique / process that may impact performance or processing

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16 RIGHT OF ACCESS BY AIL, THEIR CUSTOMER AND REGULATORY AUTHORITIES

In accordance with contractual agreements, right of access by AIL, their customer and Regulatory Authorities shall be afforded to all facilities involved in the order and to all applicable records at no additional cost to AIL.

17 KEY CHARACTERISTICS

Where identified within the specification, drawing and / or purchase order the supplier shall flow down to sub tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

18 MATERIAL SAFETY DATA SHEETS

All chemicals purchased under the terms and conditions of this agreement shall be accompanied by a Safety Data Sheet provided by the chemical supplier/manufacturer [Unless otherwise expressly agreed in writing by AIL, all chemical suppliers certify by acceptance of this agreement that the chemicals purchased are contained in the Approved Supply List issued under the Chemicals (Hazard Information and Packaging for Supply) Amendment Regulations 1996/1096].

19. OZONE DEPLETING SUBSTANCES

The manufacturer/supplier of any materials purchased under this agreement is certifying by acceptance of this agreement that either the material is not manufactured with a substance that harms public health and environment by destroying ozone in the upper atmosphere or if the material was manufactured with ozone destroying substances the manufacturer/supplier certifies that it has complied at all times with requirements of the Environmental Protection (Control on Substances that Deplete the Ozone Layer) Regulations 1996 (SI 1996/50) which are in accordance with EC Regulations 3093/94).

20. INSURANCE

If this agreement includes services or work to be performed on AIL's premises, the Seller agrees to indemnify AIL from all loss or damage arising out of such work, or observe the highest safety standards, to adhere to AIL work rules and security requirements, to maintain insurance satisfactory to AIL, and to furnish evidence of such insurance at AIL's request.

21. IMPORT/CUSTOMS

Seller shall comply with all applicable regulations and other legal requirements relating to import and customs under this agreement. Seller shall also comply with all AIL's reasonable requirements as to import and customs procedures and shall, upon request, furnish AIL with all pertinent documents and other information requested by AIL including (but not limited to) information as to the origin of goods.

22. COMPLIANCE WITH REGULATIONS

Seller shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, labelling, packing and delivery of goods and performance of services including (where appropriate) the provision of data and instructions sufficiently detailed to enable AIL and/or any of its customers to appreciate and understand any possible risk to health and safety presented by the goods.

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23. ETHICS: CONFLICTS OF INTEREST

Seller shall not pay salaries, commission or fees or make any payments or rebates to any employee or officer of AIL or any designee of any such person or favour such person with gifts or entertainment of significant cost or value, or enter into any business arrangements with any such employee or officer other than as a representative of AIL.

24. GENERAL

24.1 This agreement and any documents attached to or referred to on this agreement constitute the entire agreement between the parties and can only be modified in writing by authorised representatives of both parties.

24.2 No part of this agreement may be assigned or subcontracted by Seller without the prior written approval of AIL.

24.3 AIL's failure to enforce or insist on performance of any of the terms or conditions in this agreement shall not operate as a waiver of that or any other right.

24.4 The heading in these terms and conditions are for ease of reference only and shall not affect their interpretation.

24.5 This agreement shall be governed by English Law and the parties submit to the non-executive jurisdiction of the English courts.

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25. COUNTERFEIT PARTS PREVENTION

To protect Amphenol Invotec and ultimately our customers from the infiltration of counterfeit or questionable pedigree materials into our processes & products we must be diligent in managing material and equipment throughout the supply chain to ensure their authenticity is not compromised.

Our suppliers are required to purchase from OM (Original Manufacturers) OEM (Original Equipment Manufacturers), or authorized distributors for such OM/OEM, as sole and exclusive sources for all materials/equipment to be delivered to Amphenol Invotec. Suppliers shall secure a Certificate of Conformance for all materials and be able to provide these to Amphenol Invotec upon request.

Authorized distributors – Those distributors with which OM/OEM have contractual agreements identifying them as “Authorized” or in a like manner to buy, stock, re-package, sell, and distribute their product lines.

Counterfeit Part – A suspect part identified as a copy, substitute or modified part without the legal right or authority to do so or a part whose material, performance, or characteristics are knowingly misrepresented by a Supplier.

SUPPLIER RESPONSIBILITY

All suppliers are required to take the following actions:

Implement and enforce a Counterfeit Parts Prevention and Control Plan designed to preclude, detect, and remove any counterfeit parts from all deliveries to Amphenol Invotec and ensure these parts are not reintroduced into the supply chain.

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