

Additional Terms Specific to Mission Systems Wimborne Limited for the Purchase of Goods and Services

1. Process

- 1.1 These Additional Terms Specific to Mission Systems Wimborne Limited for the Purchase of Goods and Services ("Additional Terms") are to be read in conjunction with Eaton's General Terms and Conditions for Purchase of Goods and Services ("Terms").
- 1.2 Unless expressly defined otherwise, all definitions shall remain consistent with those provided in Eaton's General Terms and the Conditions for Purchase of Goods and Services.

2. Import/Export

- 2.1 In addition to Art 7 of the Terms, Supplier shall promptly notify Buyer of any export restrictions that may apply to the Supplies supplied under the Order, which shall include but not be limited to:
 - 2.1.1 United States, including without limitation the International Traffic in Arms Regulations ("ITAR") (22 C.F.R. Parts 120-130), the U.S. Export Administration Regulations (15 C.F.R. Parts 730 – 774) and the economic and trade sanctions administered by the U.S. Department Treasury Office of Foreign Assets Control;
 - 2.1.2 the United Kingdom and all member states of the European Union, including without limitation Council Regulation (EC) No. 1334/2000; and
 - 2.1.3 all other relevant countries to the supply of the Supplies (collectively "Export/Import Law").
- 2.2 Subject to Art 7 of the Terms, Supplier shall obtain any export licenses or other official authorizations and to carry out any customs or similar requirements for the export of any Supplies covered by the Order. Supplier specifically shall obtain all required authorizations from the U.S. Government before transferring or otherwise disclosing technical data or technology (as those terms are defined in 22 C.F.R. § 120.10 and 15 C.F.R. § 722, respectively), to any Foreign Person (as defined in 22 C.F.R. § 120.16). Where Export/Import Law applies to technical data related to the Order, Supplier shall provide written notification to Buyer before assigning or granting access to a Foreign Person to such technical data. Supplier agrees to bear sole responsibility for all regulatory record keeping associated with the use of licenses and license exceptions/exemptions. Buyer may deem Supplier's failure to comply with the requirements of this additional term a material breach of the Order that shall subject Supplier to the termination provisions of Art 27 of the Terms.

3. Support

- 3.1 In consideration of the fees paid by Buyer, Supplier shall:
 - 3.1.1 offer the Supplies for sale for a minimum of five (5) years after the completion of this Order, at fair and reasonable prices in accordance with established price history.
 - 3.1.2 Supplier shall use best efforts to ensure that there is a continuity of supply of the Supplies. This shall include, without limitation, product support spares and repair services, technical data, technical support and training as required where base prices have been established, for a minimum of five (5) years after completion of the Order, and at fair and reasonable pricing consistent with the established Base Price of the Supplies.
- 3.2 Supplier may not discontinue the general supply to its customers of goods and services of the type constituting the Supplies (or any part thereof) during the term of an Order including any warranty period.

- 3.3 Supplier shall at no additional fee or sum for the period of three (3) years from date of written acceptance of the Supplies by Buyer:

- 3.3.1 correct or procure the correction promptly, and no later than five (5) days from date of notification by Buyer to Supplier, of any failures of the Supplies to perform in accordance with the Order which are identified in writing by Buyer to Supplier. Any correction by Supplier shall be deemed to be Supplies for the purposes of these Terms and the Order. Supplier shall be responsible for all costs (including delivery and collection charges) and delays incurred by Supplier and Buyer in respect of any faulty Supplies or failure to meet Supplier's obligations under these Terms or any Order; and
- 3.3.2 Subject to additional term 3.3.1, Supplier may provide notice of not less than twenty four (24) months of the discontinuance of the supply of parts or components in the Supplies and during said notice period Supplier shall, at Buyer's sole discretion, either:
 - 3.3.2.1 provide a form, fit and function replacement at no additional cost to Buyer;
 - 3.3.2.2 procure such reasonable last time quantity as directed by Buyer for such parts or components. Unless otherwise agreed between the Parties, Supplier shall procure and store such parts or components at no additional charge to Buyer.
- 3.3.3 ensure that the warranties contained in Art 10 of the Terms are transferable to Buyer's customer and end user.

4. Additional Eaton Standards

- 4.1 In addition to Art 13 of the Terms, Suppliers, if applicable, shall also comply with the Additional Supplier Excellence Obligations Specific to Mission Systems Wimborne Limited.

5. NRE and Tooling

- 5.1 Supplier shall compile and submit reports on the status of Buyer's Property, Tools, Tooling and NRE Items as reasonably requested by Buyer including details on any repairs and maintenance necessary to maintain supply of the Supplies to specification.

6. Additional Obligations upon Termination

- 6.1 Supplier shall provide or return, as applicable, to Buyer all the Tooling, Developments and any other records or material belonging to Buyer and all copies of any of them by no later than thirty (30) days from the date of expiration or termination of these Terms for any cause whatsoever, or within such other period as agreed by the Parties, except as may be required for purposes of audit or any dispute.
- 6.2 Upon termination or expiration of these Terms, each Party agrees at the request of the other Party to destroy and certify destruction thereof of all Confidential Information in its possession received from the other save insofar as the receiving Party needs such Confidential Information to fulfil its post-termination obligations to the other Party or to customers.

7. Payment

- 7.1 Buyer may make adjustments or withhold payment if Buyer reasonably deems that any invoices are not submitted in accordance with these Terms, due to any shortages or failures, or for any failure to comply with the requirements of the Order.
- 7.2 In the event of any delay in payment by either Party of any

amount owed beyond the period of 30 days from the date for payment the other Party may charge interest at the rate of 4% per annum above the base rate from time to time of the Bank of England until the payment thereof in full.

8. Definitions

- “Buyer’s Property” means any dies, tools, patterns, plates, artwork, designs, drawings, specifications, free issue materials or other documents or items in the possession or under the control of Supplier which have either been supplied by the Buyer to Supplier, or in respect of which the Buyer (subject always to Buyer’s rights under this Agreement) has paid Supplier the entire NRE Items price.
- “Developments” means any Supplies, development documentation, information, materials, plans, drawings, reports or the like conceived during the course of the performance of an Order.
- “NRE Items” means any unique labour, tooling, jigs, fixtures, stencils, or other items utilized for the manufacture of Supplies that are separately priced in an Order for the Works, amortised in the price of the Supplies or detailed in a separate NRE Items Order related to the Supplies.
- “Tools” or “Tooling” means tools for use with or created pursuant to the Supplies.