

Terms and conditions detailed form part of all Innova Design and Build Limited purchase orders and service orders

Acceptance of a purchase/service order implies acceptance of these terms and conditions

### 1. Definitions

"Contract" shall mean any contract resulting from this order

"Order" shall mean this purchase order

"Buyer" shall mean Innova Design and Build Limited

"Seller" and/or "Supplier" shall mean the person on whom this order is placed

"Goods" shall mean the supplies to be delivered under the contract and shall be deemed to include any service(s)

### 2. Acceptance

This purchase order constitutes buyer's offer to seller and is a binding contract on the terms and conditions set forth herein when it is accepted by seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by buyers written approval.

### 3. Business Continuity

The supplier shall use commercially reasonable efforts to develop and maintain business continuity practices regarding contingency management to alleviate the effects of any business impacting events that may have an adverse effect on the suppliers ability to perform its obligations under the purchase order, the business continuity shall contain as a minimum provisions of risk and business impact analysis to include prevention/mitigation panning, the preceding will cover, but not limited to (i) service documentation storage and protection (Including but not limited to storage of deliverable technical information, specifications and other documents, design documents, tools, process and fixtures (ii) Information system security and (iii) demonstrating suppliers ability to rapidly recover the loss of capability to deliver product and services.

### 4. Revisions

No revision of this order of any of the terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of buyer's purchasing department.

### 5. Delivery

5.1 Delivery shall be strictly in accordance with the delivery schedule set out in this order. Notwithstanding this provision, the seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the seller has reason to believe that deliveries will not be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.

5.2 The supplier shall complete and deliver the goods at the time or times specified in the order and in this respect time shall be of the essence. **Packaging and Preservation:** it is vital that all parts should be preserved appropriately to prevent handling damage, facility storage and prevent corrosion during manufacture and shipment. Packing should be appropriate to the parts supplied to prevent damage or as specified by Innova Design and Build Limited, Shelf life requirements shall be notified clearly stating expiry dates which should be clearly marked on all packaging, all chemicals shall be accompanied by the relevant safety data sheets (SDS) formerly called material safety data sheets (MSDS) with each shipment.

5.3 The buyer may at any time or times by notice in writing to the seller postpone the date(s) of delivery of any goods without thereby incurring any liability and the seller shall deliver such goods on the revised date(s) so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the buyer.

### 6. Deliveries Made/ Counterfeit Part Prevention

- 6.1 If the supplier delivers quantities in excess of the quantity due the purchaser shall have the right to accept or reject the quantity in excess of that due.
- 6.2 The buyer shall not be obliged to accept delivery of any goods prior to the delivery date and if the seller shall do so:
- a) the buyer shall be entitled to charge storage to the supplier and
  - b) the date for payment shall be calculated according to the due delivery date
  - c) The supplier shall develop implement and maintain a program to prevent the risk of delivery of counterfeit parts/ materials to the Innova Design and Build Limited, all parts, materials and assemblies (Electrical, Mechanical, raw materials) shall be procured directly from the original component manufacturer (OEM) or from the OCM/OEM authorised distributor, If suspect or counterfeit parts/materials are supplied under the purchase order all such items will be quarantined and then ultimately destroyed, The supplier will promptly replace such counterfeit parts/materials with items acceptable to Innova Design and Build Limited. The supplier shall be fully liable for all associated costs.

### 7. Termination

Failure to comply with the specification, terms and conditions of this order, or to deliver material in accordance with seller's promise shall be grounds for cancellation without penalty to buyer.

### 8. Acceptance and Rejection

All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any article so rejected may be returned to seller at seller's risk and expense, and at full invoice price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by buyer.

#### 8.1 Certificate of Conformance (Required for Goods Intended for Aircraft Applications and for Goods Where Required on the Relevant Drawing or Order)

The certificate of conformance is a quality record that shall include the Buyer's part number, purchase order number, quantity shipped, date shipped, manufacturer's part number, and details of certified quality system as stated within the order. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to the Buyer. The supplier will also supply if required information on their source(s) of supply that could include item such as serial numbers, lot numbers, heat numbers, batch date code and qualified product list approval status.

#### 8.2 First Article Inspection/ PPAP Submission

The Buyer requires all first deliveries of parts to include a full first article inspection report/PPAP be filled out by the manufacturer. The sample, on which the FAI/PPAP was performed shall be clearly marked, both on the sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then an FAI must be submitted for the change/update only.

The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced, and their acceptance confirmed.

Any discrepancies detected by the manufacturer during the FAI shall be notified to the Buyer and a deviation should be sought in advance of any parts being shipped to the Buyer. Under no circumstances shall a nonconforming part be sent to the Buyer without the Buyer's approved deviation. Failure to comply with the above requirements will result in the buyer rejecting the product.

### 8.3 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 upon period. Unless otherwise specified, this period shall be a minimum of 7 Years. The records shall include but not limited to, receiving certificates of conformity, raw material mill certificates, test results, documents of non-conformity and corrective actions, measuring and test equipment calibration documentation etc. After the retention period Innova Design and Build Limited must be notified of the intent to dispose of any records and shall be given the opportunity for further retention at Innova Design and Build Limited premises, Raw material mill certificates must be maintained indefinitely.

### 8.4 Notification of Non-Conforming Product and Process Change

The supplier to notify the organization of changes in product and/or process definition and, where required, obtain organization approval

### 8.5 Right of Access by the Buyer, Their Customer and Regulatory Authorities

In accordance with contractual agreements, right of access by the Buyer, their customer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records, the supplier shall notify Innova Design and Build Limited buyer in writing to any significant facility or organizational changes such as company name, location. Any changes of location by the supplier shall require a full fist article inspection report on all parts supplied

### 8.6 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.

### 9.0 Payment

Payment for goods and services provided will be made 30 days from the end of the month, provided that the goods/services have been accepted by the Buyer and that the Buyer's Terms and conditions have been satisfactorily met.

Purchase invoices must be received by the 7<sup>th</sup> of the following month. Purchase invoices received after that date will be deemed to be date the month in which they are received.

### 10.0 Product Safety and Conformity

The supplier is expected to develop implement and maintain effective policies and training programs to Ensure their employees are aware of their relevant contribution towards quality, safety and conformity of their product and or service, the supplier will also ensure that the materials supplied will be free from foreign object debris.

### 11.0 Ethical Behaviour

Suppliers acknowledge and agree that Innova Design requires that the suppliers maintain a high Standard of ethical conduct in all its dealings with Innova Design. The supplier where requested shall provide evidence of ethical behaviour not limited to anti-bribery, anti-child labour, anti-slavery and whistle blowing.