

TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. **APPLICABILITY OF CONDITIONS.** These conditions shall apply to any order placed by Buyer ("Order") for the supply of goods ("Goods") and/or provision of services ("Services"), and along with terms on the face of the Order, are the only terms governing the contractual relationship between Buyer and Seller in relation to the Goods/Services. Alternative conditions in Seller's quote, invoices, acknowledgments or other documents shall be void and of no effect. No variation in the Order terms, including without limitation these terms and conditions, shall be binding on Buyer unless agreed to in writing by Buyer's authorized representative.
2. **PURCHASE.** The Order constitutes an offer by Buyer to purchase the Goods and/or Services specified therein. Buyer may withdraw such offer at any time by notice to Seller. Seller shall accept or reject the Order within the time period specified therein by notice in writing to Buyer. If Seller does not unconditionally accept or reject the Order within such time period, it shall lapse and determine in all respects. Seller's acknowledgment, acceptance of payment or commencement of performance shall constitute its unqualified acceptance of the Order.
3. **DOCUMENTATION.** Invoices and statements from Seller shall separately state the value-added tax (VAT) rate, the amount charged, and Seller's registration number. Seller shall provide advice notes with the Goods, stating the Order number, the nature and quantity of the Goods, and how and when the Goods were dispatched. All consignments of the Goods to Buyer shall include a packing note, and, where appropriate, a "Certificate of Conformity", each showing the Order number, the nature and quantity of the Goods (including part numbers).
4. **BUYER'S PROPERTY.** All patterns, dies, molds, tools, drawings, models, materials and other items supplied by Buyer to Seller for the purposes of fulfilling an Order shall remain the property of Buyer, and shall be at the risk of Seller until returned to Buyer. Seller shall not remove Buyer's property from Seller's custody, nor allow it to be used (other than for the purpose of fulfilling the Order), seized or sequestered.
5. **DELIVERY.** Time is of the essence in fulfilling the Order. Seller shall deliver the Goods to and/or perform the Services at the premises specified in the Order on or before the delivery date shown on the Order, or if no date is specified, within a reasonable time. If Seller cannot deliver by the agreed date, Seller shall make such special delivery arrangements as Buyer may direct, at Seller's expense, and such arrangements shall be without prejudice to Buyer's rights under the Order. Buyer may request postponement of delivery of the Goods and/or performance of the Services, in which case Seller shall arrange for any required safe storage at Seller's risk.
6. **PRICES AND PAYMENT.** The price of the Goods/Services shall be as stated in the Order and shall be exclusive of any applicable VAT (which shall be payable by Buyer per a VAT invoice), and inclusive of all charges for packaging, packing, shipping carriage, insurance, duties, or levies (other than VAT). Buyer shall pay for delivered Goods/Services within 60 days of receipt of a valid VAT invoice from Seller, unless otherwise stipulated in the Order, provided the Goods/Services have been delivered and unconditionally accepted by Buyer. Even where Buyer has made payment, Buyer reserves the right to reject, within a reasonable period after they have been supplied to Buyer, the whole or any part of the Goods/Services, if they do not comply in all respects with the Order, and in such case, Seller shall upon demand refund all monies paid by or on behalf of Buyer in respect of such Goods/Services and collect any rejected Goods.
7. **PASSING OF RISK /TITLE.** Without affecting Buyer's rights to reject Goods, title in Goods shall pass to Buyer on delivery. Risk in Goods shall only pass to Buyer when accepted by Buyer. If Goods are rejected by Buyer after payment for them, title in such Goods shall only revert to Seller on receipt by Buyer of a full refund of the sum paid for such Goods.
8. **TESTING AND INSPECTION.** Buyer reserves the right to test/inspect Goods/Services prior to or on receipt of delivery of same. Seller, prior to delivery of Goods/Services, shall carry out and record such tests/inspections as the Buyer may require, and supply to Buyer free-of-charge with certified copies of all records taken thereof. Without limiting the effect of the

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preceding sentence, if a British or International standard applies to the Goods/Services, Seller shall test/inspect the relevant Goods/Services in strict accordance with that standard.

9. **SUBCONTRACTING/ASSIGNMENT.** Seller shall not subcontract or assign any part of this Order without Buyer's prior written consent. Buyer may assign the benefits and obligations under this Order to any person.

10. **COMPLIANCE.** Seller shall comply with the duties imposed upon it by the Health & Safety at Work legislation and Trade Descriptions legislation, and any amendments thereto or reenactments thereof, and with all other statutory provisions, by-laws, rules and regulations (collectively "Provisions") applicable to the performance of the Order so that no liability shall be incurred by Buyer. Seller shall further comply with the Supply of Machinery (Safety) Regulations 1992, the Electrical Equipment (Safety) Regulations 1994 and the Electronic Compatibility Regulations 1992 and any amendments thereto or reenactments thereof, and with all other applicable Provisions, so that the Goods shall be supplied with all necessary safeguards, warnings and devices. Seller shall produce to Buyer upon its request copies of all certificates, technical files and declarations in connection with the foregoing Provisions. Seller shall not use in its manufacturing process, and shall ensure that any third-party components incorporated into the Goods by Seller shall not be manufactured using chlorofluorocarbons or methylchloroforms. Seller's employees, sub-contractors or agents shall observe the site rules and safety regulations applicable at Buyer's premises, and where they do not do so, Seller shall immediately remove such persons from such premises. Seller is responsible at its cost for the provision of all works, materials, machinery and items required to deliver/install Goods or provide Services to the standard required by the Buyer, and for repair of any damage caused by the same.

11. **WARRANTIES.** All conditions, warranties and undertakings on the part of Seller and all rights and remedies of Buyer, expressed or implied by common law or statute shall apply to the Order, including but not limited to fitness for purpose, and merchantability, on the basis that Seller has full notice of the purposes for which Buyer requires the Goods/Services. The Goods shall conform with specifications/statements made by Seller, and all relevant codes of practice, guidelines, standards and recommendations made by trade associations or other bodies including all applicable British and International Standards, and be in accordance with best industry practices. Goods shall be of good and sound materials and first-class workmanship, free from all defects. Services shall be supplied with all due skill and care, and on the basis that Seller holds itself out to be expert in every aspect of performance of the Order. Seller warrants specifically that it has the right to pass title in the Goods, and that the Goods are free from any charge, lien, encumbrance or other right in favour of any third party. Seller's warranties shall run for 18 months from delivery of the Goods, or performance of the Services.

12. **INDEMNITIES.** Seller shall defend and indemnify Buyer from and against any losses, claims and expenses (including attorneys' fees) arising from: (a) any personal injury or damage to property caused by Seller, its agents, servants or employees or by the Goods and/or Services; and (b) any infringement of any intellectual or industrial property right relating to the Goods and/or Services, other than where such infringement relates to a design furnished solely by Buyer. In the event of any loss/claim/expense arising under (b), Seller shall, at its expense and Buyer's option, either make the Goods non-infringing, replace them with compatible non-infringing Goods or refund in full the amounts paid by Buyer in respect of the infringing Goods.

13. **TERMINATION.** Without prejudice to any rights or remedies to which it may be entitled, Buyer may terminate the Order with immediate effect without any liability in the event of any of the following: (a) Seller makes any voluntary arrangement with its creditors or becomes subject to an administration order, becomes bankrupt, goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); (b) an encumbrancer takes possession of or is appointed for all or any part of the assets or undertakings of Seller; (c) Seller commits a breach of its obligations under the Order and fails to rectify such breach (where remediable) within twenty-eight (28) days of receipt of a notice in writing from Buyer requiring remedy; (d) Seller ceases or

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threatens to cease to carry on business or becomes insolvent; or (e) Buyer reasonably apprehends that any of the events mentioned above are about to occur in relation to Seller and notifies Seller accordingly. Furthermore, Buyer shall be entitled to terminate the Order at any time for any reason by providing ten (10) days' written notice to Seller.

14. CONFIDENTIALITY. Seller shall not, and shall ensure that its employees, agents and sub-contractors do not, use or disclose to any third party, any information relating to Buyer's business, including but not limited to specifications, samples and drawings, which may become known to Seller through its performance of the Order or otherwise, save only that such information may be used as necessary for the proper performance of the Order. Upon completion of the Order, Seller shall return and deliver to Buyer forthwith all such items and copies of the same. Seller shall not, without Buyer's prior written consent, use Buyer's name or trademarks in connection with the Order, or disclose the existence of the Order in any publicity materials.

15. GOVERNMENT CONTRACTS. If it is stated on the face of the Order that it is in aid of a contract placed with Buyer by a Department of Her Majesty's Government, the conditions set out in the Appendix hereto shall apply to the Order. In the event that any conditions in the Appendix conflict with conditions herein, the former shall take precedence. Seller confirms that prices charged under the Order do not exceed those charged for similar goods delivered by Seller under a direct contract between a Department of Her Majesty's Government and Seller. References to the Buyer in any contract between the Buyer and a Department of Her Majesty's Government shall be deemed to be references to the Seller for the purposes of these Terms and Conditions.

16. HAZARDOUS SUBSTANCES. Seller shall advise Buyer of any information about substances that shall be subject to the Montreal Protocol, which might be the subject of the Order. Seller shall comply with all applicable regulations concerning substances hazardous to health, and provide Buyer with such information about such substances supplied under the Order as Buyer may require for the purpose of discharging its obligations under such regulations, or to otherwise ensure Buyer is aware of any special precautions necessary to avoid endangering the health and safety of any person in receiving and/or using the Goods.

17. LAW. The Order shall be governed by English Law, and both Parties shall submit to the exclusive jurisdiction of the English Courts.

18. JCT AGREEMENT. Where the Order relates to the provision of Goods/Services relating to construction work, the conditions of the "JCT Agreement for Major Building Works (1980 Edition)" shall apply in addition to these Terms and Conditions, and where there is a conflict between them, the conditions of the JCT Agreement shall prevail to the extent of such conflict.

19. ORIGIN CERTIFICATION; CONFLICT MINERALS COMPLIANCE Seller shall provide Buyer with a certificate of origin for each of the Goods sold hereunder and such certificate shall indicate the origin rule that the Seller used in making the certification.

Seller acknowledges that Buyer is required to comply with Section 1502 of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act ("the Dodd-Frank Act") which includes requirements related to the use of tin, tantalum, tungsten, and gold ("Conflict Minerals"). Seller shall source and track the chain of custody of all Conflict Minerals contained in any Products in accordance with the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High-Risk Areas. At Buyer's request, Seller shall execute and deliver to Buyer declarations in the form of the EICC-GeSI Conflict Minerals Reporting Template as adopted by EICC-GeSI or in any other form that Buyer reasonably requests. Seller shall immediately disclose any changes to the conflict-free minerals status of any Goods. If the Buyer has reason to believe the minerals in any Goods are not conflict-free, Buyer shall place the Seller under contract review and research alternative supply sources, and may immediately terminate the relevant Order as a termination for any reason under Section 13 hereof. All Goods provided after December 31, 2014 shall be "Conflict Free", as defined in the Dodd-Frank Act.

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20. **GENERAL.** No waiver by Buyer of any breach of the Order by Seller shall be considered as a waiver of any subsequent breach by Seller of the same or any other provision. If any provision hereof is held by a competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions shall not be affected. Clauses or other provisions expressed or implied to survive expiry or termination shall so survive including the following: clauses 11, 12 and 14. Notices required to be served hereunder shall be in writing and may be delivered by hand, sent first class post, or sent by facsimile transmission to the address of the other party appearing in the Order or any other address notified in writing from time to time by the parties.

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Appendix

Government Contract Conditions

Number	Edition	Title
5	07/99	MOD Form 640 - Advice And Inspection Note [13KB PDF]
5J	07/08	Unique Identifiers [14KB PDF]
14	11/05	Inventions And Designs Crown Rights And Ownership Of Patents And Registered Designs [26KB PDF]
14A	11/05	Collaboration (Ownership Of Patents And Registered Designs) [17KB PDF]
15	02/98	Design Rights And Rights To Use Design Information [22KB PDF] WARNING: THIS CONDITION MUST NEVER BE USED IN A CONTRACT OR A DEFFORM 177 (DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)) WITHOUT AT LEAST ONE ACCOMPANYING, COMPLETED DEFFORM 315 (CONTRACT DATA REQUIREMENT) THAT CALLS UP THIS DEFCON.
15	08/74	Design Rights [16KB PDF] (use exceptionally - in accordance with the Guidance)
15A	08/74	Design Rights A [14KB PDF] (use exceptionally - in accordance with the Guidance)
16	10/04	Repair And Maintenance Information [21KB PDF] WARNING: THIS CONDITION MUST NEVER BE USED IN A CONTRACT OR A DEFFORM 177 (DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)) WITHOUT AT LEAST ONE ACCOMPANYING, COMPLETED DEFFORM 315 (CONTRACT DATA REQUIREMENT) THAT CALLS UP THIS DEFCON.
19	01/76	Free User, Maintenance And Supply Of Drawings [12KB PDF]
21	10/04	Retention Of Records [13KB PDF] WARNING: THIS CONDITION MUST NEVER BE USED IN A CONTRACT OR A DEFFORM 177 (DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)) WITHOUT AT LEAST ONE ACCOMPANYING, COMPLETED DEFFORM 315 (CONTRACT DATA REQUIREMENT) THAT CALLS UP THIS DEFCON.
21	01/58	Drawings, Specifications and Manufacturing Data [15KB PDF] (use exceptionally - in accordance with the Guidance)
23	08/09	Special Jigs, Tooling And Test Equipment [22KB PDF]
35	10/04	Progress Payments [14KB PDF]
68	10/08	Supply Of Data For Hazardous Articles, Materials And Substances [16KB PDF]
76	12/06	Contractor's Personnel At Government Establishments [36KB PDF]
82	10/04	Special Procedure For Initial Spares [31KB PDF]
90	11/06	Copyright [15KB PDF]
91	11/06	Intellectual Property Rights In Software [42KB PDF] WARNING: THIS CONDITION MUST NEVER BE USED IN A CONTRACT

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		OR A DEFORM 177 (DESIGN RIGHTS AND PATENTS (SUB-CONTRACTOR'S AGREEMENT)) WITHOUT A STATEMENT OF SOFTWARE DELIVERABLES PROVIDED WITHIN THE CONTRACT'S SCHEDULE OF REQUIREMENTS.
92	08/90	Failure Of Performance [12KB PDF]
110	04/88	Schedule Of Requirements [43KB DOC]
110 Cont A	04/88	Schedule Of Requirements - Continuation Sheet (Articles Required). Vertical Alignment
110 Cont B	04/88	Schedule Of Requirements - Continuation Sheet (Main Sheet Less Heading). Vertical Alignment
110AC	12/81	Schedule Of Requirements (Delivery Columns Differ To Cater For Different Requirements). Horizontal Alignment
110AC Cont Sheet	12/81	Schedule Of Requirements (Delivery Columns Differ To Cater For Different Requirements). Horizontal Alignment
110AK	10/92	Schedule Of Requirements For Service Contracts ONLY
110AL	08/81	Schedule - Computer Output - DGST(N) [110KB DOC]
110GB	04/88	Schedule Of Requirements For Pest Control
110LWS	07/92	Schedule Of Requirements For Local Works Services
110LWS/A	08/92	Schedule Of Requirements For Local Works: Routine Maintenance And Other Minor Jobs Of A Recurring Nature
113	10/04	Diversion Orders [28KB PDF]
117	05/06	Supply Of Documentation For NATO Codification Purposes [24KB PDF]
126	11/06	International Collaboration [18KB PDF]
127	10/04	Price Fixing Condition For Contracts Of Lesser Value [15KB PDF]
129	07/08	Packaging (For Articles Other Than Ammunition And Explosives) [33KB PDF]
129J	07/08	The Use Of Electronic Business Delivery Form [13KB PDF]
176A	06/08	MOD Requirement For Competition In Subcontracting (Non-Competitive Main Contract) [12KB PDF]
501	04/04	Definitions And Interpretations [16KB PDF]
502	06/08	Specifications [11KB PDF]
503	07/05	Amendments To Contract [12KB PDF]
507	10/98	Delivery [12KB PDF]
509	09/97	Recovery Of Sums Due [11KB PDF]
513	05/08	Value Added Tax [13KB PDF]
515	10/04	Bankruptcy And Insolvency [14KB PDF]
516	06/04	Racial Discrimination [20KB PDF]
518	09/97	Transfer [11KB PDF]
520	08/09	Corrupt Gifts And Payments Of Commission [15KB PDF]

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521	10/04	Subcontracting To Supported Employment Enterprises [11KB PDF]
522	07/99	Payment [16KB PDF]
522J	05/03	Payment Under P2P [17KB PDF]
522JA	04/09	Payment Under P2P (Matching The Invoice And Order (Two-way Match)) [14KB PDF]
523	03/99	Payment Of Bills Using The Bankers Automated Clearing Service (BACS) System [11KB PDF]
524	10/98	Rejection [12KB PDF]
525	10/98	Acceptance [12KB PDF]
526	08/02	Notices [13KB PDF]
527	09/97	Waiver [11KB PDF]
528	10/04	Overseas Expenditure And Import Licences [12KB PDF]
529	09/97	Law (English) [11KB PDF]
529A	09/97	Law (Scots) [11KB PDF]
530	07/04	Dispute Resolution (English Law) [12KB PDF]
530A	07/04	Dispute Resolution (Scots Law) [13KB PDF]
531	05/05	Disclosure Of Information [16KB PDF]
534	06/97	Prompt Payment (Subcontracts) [11KB PDF]
537	06/02	Rights Of Third Parties [12KB PDF]
538	06/02	Severability [11KB PDF]
566	08/06	Change Of Control Of Contractor [14KB PDF]
595	10/04	General Purpose Automatic Test Equipment Data Requirements [17KB PDF]
600	09/08	Guided Weapon Trials And Indemnity [19KB PDF]
601	10/04	Redundant Materiel [13KB PDF]
602A	12/06	Deliverable Quality Plan [12KB PDF]
602B	12/06	Quality Assurance (Without Deliverable Quality Plan) [12KB PDF]
603	10/04	Aircraft Integration And Clearance Procedure [11KB PDF]
604	11/04	Progress Reports [12KB PDF]
605	06/97	Financial Reports [11KB PDF]
606	10/97	Change And Configuration Control Procedure [11KB PDF]
607	05/08	Radio Transmissions [11KB PDF]
608	10/98	Access And Facilities To Be Provided By The Contractor [11KB PDF]
609	10/98	Contractor's Records [11KB PDF]
610A	12/02	Enabling Contracts - Duration Period (Tasking Contracts) [11KB PDF]
610B	12/02	Enabling Contracts - Duration Period (Spares/Repair Contracts) [11KB PDF]
611	06/06	Issued Property [19KB PDF]

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612	10/98	Loss Of Or Damage To The Articles [12KB PDF]
613	06/97	Authorisation Work [11KB PDF]
614	09/03	Default [11KB PDF]
615A	03/04	Orders For Articles/Services Under Enabling Contracts [12KB PDF]
615B	03/04	Orders For Articles/Services Under Enabling Contracts Following Contractor's Quotations [13KB PDF]
616	10/98	Competition/Alternative Sourcing [11KB PDF]
617	12/02	Enabling Contracts - Estimated Quantities [11KB PDF]
618	12/02	Enabling Contracts - Standing Offer [11KB PDF]
619A	09/97	Customs Duty Drawback [11KB PDF]
621A	06/97	Transport (If The Authority Is Responsible For Transport) [11KB PDF]
621B	10/04	Transport (If Contractor Is Responsible For Transport) [11KB PDF]
622	12/02	Enabling Contracts - Repair Turn Around Times [12KB PDF]
624	04/00	Use Of Asbestos In Arms, Munitions Or War Materials [13KB PDF]
625	10/98	Co-Operation On Expiry Of Contract [11KB PDF]
631	12/08	Certified Cost Statement [13KB PDF]
632	02/07	Third Party Intellectual Property - Rights and Restrictions [32KB PDF]
637	08/99	Defect Investigation And Liability [13KB PDF]
638	12/08	Flights Liability And Indemnity [24KB PDF]
642	06/97	Progress Meetings [11KB PDF]
643	07/04	Price Fixing [24KB PDF]
644	10/98	Marking Of Articles [11KB PDF]
645	07/99	Export Potential [11KB PDF]
646	10/98	Law And Jurisdiction (Foreign Suppliers) [12KB PDF]
648	10/02	Availability Of Information [18KB PDF]
648A	07/04	Availability Of Information [22KB PDF]
649	07/99	Vesting [14KB PDF]
650	10/02	Reference To The Review Board Of Questions Arising Under The Contract [14KB PDF]
650A	07/04	Reference To The Review Board Of Questions Arising Under The Contract [16KB PDF]
651	08/09	Reference To The Review Board of Questions Arising In Relation To Relevant Subcontracts Including Those With A Subsidiary Company Or Firm [22KB PDF]
651A	07/04	Reference To The Review Board of Questions Arising In Relation To Relevant Subcontracts Including Those With A Subsidiary Company Or Firm [19KB PDF]
652	07/04	Remedy Limitation [11KB PDF]
653	10/04	Pricing On Ascertained Costs [19KB PDF]

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653A	12/08	Costed Contracts - Contractor's Certified Cost Statements [14KB PDF]
654	10/98	Government Reciprocal Audit Arrangements [11KB PDF]
656	03/06	Break [19KB PDF]
659	06/09	Security Measures [28KB PDF]
661	10/06	War Risk Indemnity [22KB PDF]
661A	05/02	War Risk Indemnity - Alternative Version [20KB PDF]
681	06/02	Decoupling Clause - Subcontracting With The Crown [7KB PDF]
684	01/04	Limitation Upon Claims In Respect Of Aviation Products [12KB PDF]
687A	06/01	Provision Of A Shared Data Environmental Service [24KB PDF]
687B	06/01	Shared Data Environment System Transfer Arrangements [8KB PDF]
691	Interim 08/02	Timber And Wood - Containing Products Supplied Under The Contract [17KB PDF]
693	04/06	Government Procurement Card [46KB PDF]
694	06/06	Accounting For Property Of The Authority [99KB PDF]
695	07/04	Interim Summary Cost Statement - Post Costing [15KB PDF]
696	07/04	Provisions In Relation To A Final Summary Cost Statement - Post Costing [20KB PDF]
697	01/06	Contractors On Deployed Operations [116KB PDF]
703	11/02	Intellectual Property Rights - Vesting In The Authority [8KB PDF]
705	11/02	Intellectual Property Rights - Research And Technology [28KB PDF]
