

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK****1. Acceptance of Purchase Order**

Agreement by Seller to furnish the materials, and products ("goods") or services, including the products resulting from services hereby ordered, or its commencement of such performance, or acceptance of any payment, shall constitute Seller's unqualified acceptance of this Purchase Order subject to these terms and conditions. In the event that this Purchase Order does not state price or delivery, Buyer will not be bound to any prices or delivery to which it has not specifically agreed in writing. Any terms or conditions proposed by Seller inconsistent with or in addition to the terms and conditions herein contained shall be void and of no effect unless specifically agreed to by Buyer in writing. Modifications hereof or additions hereto, to be effective, must be made in writing and be signed by Buyer's purchasing representative. These terms and conditions, together with any referenced exhibits, attachments or other documents, constitute the entire agreement between the Parties with respect to the subject matter of this Purchase Order; they supersede any prior or contemporaneous written or oral agreements pertaining thereto; and Buyer acknowledges that it has not relied on any statement, representation or assurance other than those expressly set out in the terms and conditions and any such referenced documents.

2. Shipping Instructions

- (a) Seller shall be responsible for ensuring the proper packaging of goods hereunder. No charges will be allowed for packing, crating, freight, local cartage, and/or any other services unless so specified in this Purchase Order.
- (b) If Seller uses wood packaging materials such as pallets, crates, boxes, dunnages, cases, skids and pieces of wood used to support or brace cargo being imported into the European Community they shall be heat treated or fumigated with methyl bromide and be appropriately marked, all in accordance with the ISPM Guidelines for Regulating Wood Packaging Material in International Trade (ISPM 15) of the International Standards of Phytosanitary Measures (as amended from time to time).
- (c) Seller shall at all times comply with Buyer's written shipping instructions and Inco terms reflected on the Purchase Order. Unless otherwise directed, all items shipped on the same day from and to a single location must be consolidated on one bill of lading or air bill, as appropriate. Seller shall submit all required shipping papers to Buyer prior to final payment. For goods purchased FCA Seller's premises, Seller shall not insure and not declare a value except when transportation rates are based on "released value," in which instance Seller shall annotate on the bill of lading the lowest released value provided in applicable tariffs.
- (d) Purchase Order number(s) must appear on all correspondence, shipping labels, and shipping documents, including all packing sheets, bills of lading, air bills, and invoices.
- (e) Invoices shall be produced entirely in English and shall include the elements set forth in Exhibit A.

3. Delivery; Notice of Delay

- (a) Time is of the essence and failure to deliver in accordance with the delivery schedule under this Purchase Order, if unexcused, shall be considered a material breach of this Purchase Order. No acts of Buyer, including without limitation modifications of this Purchase Order or acceptance of late deliveries, shall constitute waiver of this provision. Buyer also reserves the right to refuse or return at Seller's risk and expense shipments made in excess of this Purchase Order or in advance of required schedules, or to defer payment on advance deliveries until scheduled delivery dates.
- (b) Seller shall notify Buyer in writing immediately of any actual or potential delay to the performance of this Purchase Order. Such notice shall include a proposed revised schedule but such notice and proposal or Buyer's receipt or acceptance thereof shall not constitute a waiver to Buyer's rights and remedies hereunder.

4. Termination for Convenience

- (a) Buyer may, by written notice, terminate this Purchase Order for convenience and without cause, in whole or in part, at any time, and such termination shall not constitute default. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the Purchase Order.
- (b) In the event of termination for convenience by Buyer, Seller shall be reimbursed for actual, reasonable, substantiated and allocable costs, plus a reasonable profit for work performed to date of termination. Any termination settlement proposal shall be submitted to Buyer promptly, but no later than ninety (90) days from the effective date of the termination. In no event shall the amount of any settlement be in excess of the Purchase Order value. Buyer may take immediate possession of all goods, complete or incomplete, and all products resulting from services upon written notice of termination to Seller.

5. Termination for Default

- (a) Buyer may, by notice in writing, terminate this Purchase Order in whole or in part at any time for (i) breach of any one or more of its terms, (ii) failure to deliver goods or services within the time specified by this Purchase Order or any written extension, (iii) failure to make progress so as to endanger performance of this Purchase Order, or (iv) failure to provide adequate assurance of future performance. Buyer may also terminate this Purchase Order in whole or in part in the event of Seller's

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

suspension of business, inability to pay debts, insolvency, appointment of a receiver or administrator for Seller's property or business, any assignment, reorganization or arrangement by Seller for the benefit of its creditors, or any analogous event. In the event of partial termination, Seller is not excused from performance of the non-terminated balance of work under the Purchase Order.

- (b) In the event of Seller's default hereunder, Buyer may exercise any or all rights and remedies accruing to it, both at law, including without limitation, those implied into this Purchase Order by the United Kingdom Sale of Goods Act 1979, or in equity. In addition, in the event Buyer terminates for default all or any part of this Purchase Order, Seller shall be liable for Buyer's re-procurement costs.
- (c) If this Purchase Order is terminated for default, Buyer may require Seller to transfer title to, and deliver to Buyer, as directed by Buyer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this Section) that Seller has specifically produced or acquired for the terminated portion of this Purchase Order. Upon direction of Buyer, Seller shall also protect and preserve property in its possession in which Buyer has an interest.

6. Force Majeure

- (a) Except for a default of Seller's subcontractor at any tier, neither Buyer nor Seller shall be liable for any failure to perform due to any cause beyond their reasonable control and without their fault or negligence. Such causes include, but are not limited to, acts of God or of the public enemy, acts of the government in its sovereign or contractual capacity, fires, floods, epidemics, terrorism, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In the event that performance of this Purchase Order is hindered, delayed or adversely affected by causes of the type described above ("Force Majeure"), then the Party whose performance is so affected shall so notify the other Party's authorized representative in writing and, at Buyer's option, this Purchase Order shall be completed with such adjustments to delivery schedule as are reasonably required by the existence of Force Majeure or this Purchase Order may be terminated for convenience pursuant to Section 4.
- (b) Failure of any relevant government to issue any required import or export license, or withdrawal/termination of a required import or export license by such relevant government, shall relieve Buyer of its directly affected obligations under this Purchase Order, and shall relieve Seller of its corresponding obligations.

7. Disputes and Governing Law

- (a) If a dispute cannot be resolved to both Parties' mutual satisfaction, after good faith negotiations, within ninety (90) calendar days from the date the written claim is received by the other Party, or such additional time as the Parties agree upon, in writing, such dispute shall be settled as follows: (i) where the Seller is a UK entity the Parties irrevocably agree that the dispute shall be submitted to the courts of England which shall have exclusive jurisdiction, unless the Buyer notifies the Seller in writing that it opts for arbitration in accordance with the following provision; (ii) where the Seller is not a UK entity or where the Buyer has opted for arbitration in accordance with the foregoing provision, the dispute shall be settled in London by binding arbitration in the English language in accordance with the Rules of the LCIA, which Rules are deemed to be incorporated by reference into this Section. The number of arbitrators shall be one (1) unless the Buyer deems that the dispute is a complex matter and notifies the Seller in writing that the number shall be three (3). Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The Arbitrator(s) award may include compensatory damages against either Party. Under no circumstances will the Arbitrator(s) be authorized to, nor shall they award punitive damages or multiple damages against either Party. The Arbitrator(s) shall have the authority but not the obligation to award the costs of arbitration and reasonable attorney's fees to the prevailing Party; however, if the Arbitrator(s) do not award such costs and fees, each Party will be responsible for its costs incurred in arbitration except that the costs and fees imposed by the Arbitrator(s) for their expenses shall be borne equally by the Parties.
- (b) Pending resolution or settlement of any dispute arising under this Purchase Order, Seller will proceed diligently as directed by Buyer with the performance of this Purchase Order. Irrespective of the place of performance, this Purchase Order and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed and construed in accordance with the laws of England. The provisions of the "United Nations Convention on Contracts for International Sale of Goods" shall not apply to this Purchase Order, including any amendments or changes to this Purchase Order.

8. Remedies

- (a) Except as otherwise provided herein, the rights and remedies of both Parties hereunder shall be in addition to their rights and remedies at law or in equity. Failure of either Party to enforce any of its rights shall not constitute a waiver of such rights or of any other rights and shall not be construed as a waiver or relinquishment of any such provisions, rights or remedies; rather, the same shall remain in full force and effect.
- (b) Buyer shall be entitled at all times to set off any amount owing at any time from Seller or any of its affiliated companies to Buyer, against any amount payable at any time by Buyer or any of its affiliated companies to Seller.

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK****9. Proprietary Rights**

- (a) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, all specifications, information, data, drawings, software and other items supplied to Buyer by Seller shall be disclosed to Buyer on a non-proprietary basis and may be used and/or disclosed by Buyer without restriction.
- (b) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, all specifications, information, data, drawings, software and other items which are (i) supplied to Seller by Buyer or (ii) obtained or developed by Seller in the performance of this Purchase Order or paid for by Buyer shall be proprietary to Buyer, shall be used only for purposes of providing goods or services to Buyer pursuant to this Purchase Order, and shall not be disclosed to any third party without Buyer's express written consent. All such items supplied by Buyer or obtained by Seller in performance of this Purchase Order or paid for by Buyer shall be promptly provided to Buyer on request or upon completion or termination of this Purchase Order.
- (c) Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, any invention or intellectual property first made or conceived by Seller in the performance of this Purchase Order or which is derived from or based on the use of information supplied by Buyer shall be considered to be the property of Buyer; and Seller shall execute such documents necessary to perfect Buyer's title thereto. Unless otherwise expressly agreed in a contemporaneous or subsequent writing to the contrary or otherwise expressly set forth in this Purchase Order and subject to Paragraph 9(d) below, the Buyer shall own any copyright interest(s) in any work performed/developed/created pursuant to this Purchase Order. Subject to Paragraph 9(d) below, to the extent any of such works do contain copyright interest(s), Seller hereby assigns to Buyer all its intellectual property rights, including its copyright rights, in such works effective immediately upon creation of such works, including when they are first fixed in a tangible medium and Seller hereby waives all of its statutory moral rights in such works to the fullest extent permissible by law.
- (d) Applicable United Kingdom Government Defense Conditions (DEFCONs) and Defense Standards (DEFSTANs) or specific United Kingdom Government terms and conditions incorporated into this Purchase Order shall, when applicable, take precedence over any conflicting provision of this Section 9 to the extent that such terms, conditions or standards so require. The incorporation by reference of such United Kingdom Government terms, conditions or standards dealing with subcontractors rights in export-controlled information, subject inventions, copyrights, software and similar intellectual property are not intended to, and shall not, unless otherwise required by applicable law, obviate or modify any greater rights which Seller may have previously granted to Buyer pursuant to prior agreements between the Parties.

10. Buyer's Property

- (a) All drawings, tools, jigs, dies, fixtures, materials, and other property supplied or paid for by Buyer shall be and remain the property of Buyer; and if Seller fails to return such property upon Buyer's demand, Buyer shall have the right, upon reasonable notice, to enter Seller's premises and remove any such property at any time without being liable for trespass or damages of any sort.
- (b) All such items shall be used only in the performance of work under this Purchase Order unless Buyer consents otherwise in writing.
- (c) Goods made in accordance with Buyer's specifications and drawings shall not be furnished or quoted by Seller to any other person or concern without Buyer's prior written consent.
- (d) Seller shall have the obligation to maintain any and all property furnished by Buyer to Seller and all property to which Buyer acquires an interest by this Purchase Order and shall be responsible for all loss or damage to said property except for normal wear and tear.
- (e) Upon request, Seller shall provide Buyer with adequate proof of insurance against such risk of loss or damage.
- (f) Seller shall clearly mark, maintain in inventory, and keep segregated or identifiable all of Buyer's property.

11. Release of Information

Seller shall not publish, distribute, or use any information developed under or about the existence of this Purchase Order, or use the Raytheon name (or the name of any division, affiliate or subsidiary thereof), logo, trademark, service mark, or trade dress for the purpose of advertising, making a news release, creating a business reference, creating a website content or for goods or service endorsement without prior written approval of Buyer.

12. Order of Precedence

- (a) In the event of any inconsistency or conflict between or among the provisions of this Purchase Order, such inconsistency or conflict shall, subject to Section 9(d) above, be resolved by the following descending order of preference: 1. Order-specific

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

provisions provided in full text on the Purchase Order as additions to the pre-printed terms; 2. Documents incorporated by reference on the Purchase Order which apply to the Purchase Order as a whole and not to a specific line item therein; 3. These International General Terms and Conditions of Purchase and Supplements thereto; 4. Statement of Work; and 5. Specifications attached hereto or incorporated by reference (see Paragraph 12(b) below).

- (b) Buyer's specifications, including but not limited to Raytheon Quality Notes (see <http://qnotes.raytheon.com/>) applicable to the Purchase Order, shall prevail over those of the United Kingdom Government, and both of the foregoing shall prevail over specifications of Seller. In the event of conflict between specifications, drawings, samples, designated type, part number, or catalog description, the specifications shall govern over drawings, drawings over samples, whether or not approved by Buyer, and samples over designated type, part number, or catalog description. In cases of ambiguity in the specifications, drawings, or other requirements of this Purchase Order, Seller must, before proceeding, consult Buyer, whose written interpretation shall be final.

13. Warranty

- (a) Seller warrants the goods delivered pursuant to this Purchase Order, unless specifically stated otherwise in this Purchase Order, shall (i) be new and of satisfactory quality (within the meaning of the Sale of Goods Act 1979); (ii) be free from defects in workmanship, materials, and design and (iii) be in accordance with all the requirements of this Purchase Order. Seller further warrants that the performance of work and services shall conform with the requirements of this Purchase Order and to high professional standards. These warranties shall survive inspection, test, final acceptance and payment of goods and services.
- (b) Seller warrants that the goods delivered pursuant to this Purchase Order shall (i) be and only contain materials obtained directly from the Original Component Manufacturer (OCM) or the Original Equipment Manufacturer (OEM), (collectively, the Original Manufacturer (OM)) or an authorised OM reseller or distributor; (ii) not be or contain Counterfeit Items, as described below; and (iii) contain only authentic, unaltered OM labels and other markings. Seller shall obtain and retain all documentation required to fully trace the distribution and sale of the goods delivered hereunder back to the relevant OM, and, on request of Buyer, shall provide such authenticating documentation. Counterfeit Items include, but are not limited to, goods or separately-identifiable items or components of goods that: (i) are an illegal or unauthorised copy or substitute of an OM item; (ii) are not traceable to an OM sufficient to ensure authenticity in OM design and manufacture; (iii) do not contain proper external or internal materials or components required by the OM or are not constructed in accordance with OM design; (iv) have been re-worked, re-marked, re-labelled, repaired, refurbished, or otherwise modified from OM design but not disclosed as such or are represented as OM authentic or new; (v) have not passed successfully all OM required testing, verification, screening, and quality control processes; or (vi) an item with altered or disguised documentation, package labelling, or item marking intended to mislead a person into believing a non OM item is genuine, or that an item is of better or different performance when it is not. Seller further warrants that it has and shall have an internal Counterfeit Item control process for goods delivered hereunder in accordance with the standards or instructions set forth in any Buyer's specifications, including but not limited to Raytheon Quality Notes, or other provisions incorporated into this Purchase Order. Buyer shall have the right to audit, inspect, and / or approve the processes at any time before or after delivery of the goods ordered hereunder. Buyer shall have the right to require changes to the processes to conform with Buyer's defined standards, if any. Failure of the Seller to conform its processes with Buyer's defined standards may result in the termination of this Purchase Order in accordance with the termination provisions set forth herein. Seller shall include the substance of this Section 13(b) in any agreement between Seller and its lower tier sellers.
- (c) Seller warrants that any hardware, software and firmware goods delivered under this Purchase Order: (i) shall not contain any viruses, malicious code, Trojan horse, worm, time bomb, self-help code, back door, or other software code or routine designed to: (a) damage, destroy or alter any software or hardware; (b) reveal, damage, destroy, or alter any data; (c) disable any computer program automatically; or (d) permit unauthorized access to any software or hardware; (ii) shall not contain any third party software (including software that may be considered free software or open source software) that (a) may require any software to be published, accessed or otherwise made available without the consent of Buyer, or (b) may require distribution, copying or modification of any software free of charge; (iii) shall not infringe any patent, copyright, trademark, or other proprietary right of any third party or misappropriate any trade secret of any third party.
- (d) This warranty entitlement shall inure to the benefit of both Buyer and Buyer's customers. As used in this Purchase Order, Buyer's customer(s) shall include its direct and indirect customers such as direct sale end-users, higher-tier subcontractors, prime contractors and the ultimate user under relevant prime contract(s).
- (e) Seller shall be liable for and save Buyer harmless from any loss, damage, or expense whatsoever that Buyer may suffer from breach of any of these warranties. Remedies shall be at Buyer's election, including the prompt repair, replacement or reimbursement of the purchase price of nonconforming goods and, in the case of services either the prompt correction of the defective services at no cost or reimbursement of the amounts paid for such services. Return to Seller of defective or nonconforming goods and redelivery to Buyer of repaired or replaced goods shall be at Seller's expense. Goods or services

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

required to be corrected, repaired or replaced shall be subject to this Section and the Inspection Section of this Purchase Order in the same manner and to the same extent as goods or services originally delivered under this Purchase Order, but only as to the repaired or replaced goods or parts thereof or the corrected service thereof. Seller shall promptly comply with Buyer's direction to (i) repair, rework or replace the goods, (ii) furnish any material or parts and installation required to successfully correct the defect or nonconformance or (iii) successfully correct the defective or nonconforming service.

14. Inspection

- (a) All goods and services shall be subject to inspection and test at all reasonable times and places by Buyer or Buyer's customer before, during and after performance and delivery. Buyer may require Seller to repair, replace or reimburse the purchase price of rejected goods or Buyer may accept any goods and upon discovery of nonconformance, may reject or keep and rework any such goods not so conforming. Cost of repair, rework, replacement, inspection, transportation, repackaging, and/or re-inspection by Buyer shall be at Seller's expense. Buyer's acceptance of goods or services shall not be deemed to diminish Buyer's rights or be final or binding on Buyer if latent defects, fraud, or misrepresentation on the part of Seller exists.
- (b) If inspection and test are made on the premises of Seller or Seller's lower-tier subcontractors, Seller shall furnish without additional charge all reasonable facilities, information and assistance necessary for the safe and convenient inspection and tests required by the inspectors in the performance of their duty. The foregoing provisions of this Section are supplementary to and not in lieu of the provisions of Paragraph 14 (a) above.
- (c) Neither Buyer's inspection nor any Buyer failure to inspect shall relieve Seller of any responsibility to perform according to the terms of this Purchase Order.

15. Changes

- (a) Buyer shall have the right by written notice to suspend or stop work or to make changes from time to time in the services to be rendered or the goods to be furnished by Seller hereunder or the delivery schedule. If such suspension, stoppage or changes cause an increase or decrease in the cost of performance of this Purchase Order or in the time required for its performance, an equitable adjustment shall be negotiated promptly and the Purchase Order shall be modified in writing accordingly. Any claim by Seller for adjustment under this Paragraph 15(a) must be asserted in writing within twenty (20) days from the date of receipt by Seller of notification of the change or suspension and shall be followed as soon as practicable with specification of the amount claimed and supporting cost figures. However, nothing herein shall excuse Seller from proceeding with this Purchase Order as changed pending resolution of the claim.
- (b) Information, advice, approvals or instructions given by Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect Buyer's and Seller's rights and obligations hereunder unless set forth in a writing which is signed by Buyer's purchasing representative and which states it constitutes an amendment or change to this Purchase Order.

16. Infringement

Seller warrants that all goods and services (for purposes of this Section 16 hereinafter "items"), provided by Seller pursuant to this Purchase Order, which are not of Buyer's design, shall be free from claims of infringement (including misappropriation) of third party intellectual property rights and that any use or sale of such items by Buyer or any of Buyer's customers shall be free from any claims of infringement. Seller shall indemnify and save Buyer, and its customers harmless from any and all expenses, liability, and loss of any kind (including all costs and expenses including attorneys' fees) arising out of claims, suits, or actions alleging such infringement, which claims, suits, or actions Seller, hereby, agrees to defend, at Seller's expense, if requested to do so by Buyer. Seller may replace or modify infringing items with comparable items acceptable to Buyer of substantially the same form, fit, and function so as to remove the source of infringement, and Seller's obligations under this Purchase Order including those contained in Section 13 and in this Section 16 shall apply to the replacement and modified items. If the use or sale of any of the above items is enjoined as a result of such claim, suit or action, Seller, at no expense to Buyer, shall obtain for Buyer and its customers the right to use and sell said item.

17. Taxes

Unless this Purchase Order specifies otherwise, the price of this Purchase Order includes, and Seller is liable for and shall pay, all taxes, impositions, charges, customs duties or tariffs and exactions imposed on or measured by this Purchase Order except for applicable sales and use taxes (such as VAT) that are separately stated on Seller's invoice. Prices shall not include any taxes, impositions, charges or exactions for which Buyer has furnished a valid exemption certificate or other evidence of exemption. To the extent that Buyer is required to do so under applicable law or tax regulations, Buyer may deduct from any payments due to Seller pursuant to this Purchase Order such taxes as Buyer is required to withhold from such payments and pay such taxes to the relevant tax authorities; provided, however, that Buyer provides Seller with relevant tax receipts or other suitable documentation evidencing the payment of such taxes promptly after such taxes are paid.

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK****18. Assignments, Subcontracting, and Organizational Changes**

- (a) Seller may not assign any rights or delegate any of its obligations due or to become due under this Purchase Order without the prior written consent of Buyer. Any purported assignment or delegation by Seller without such consent shall be void. Buyer may assign this Purchase Order to (i) any affiliated company, (ii) any successor in interest, or (iii) Buyer's customer.
- (b) Seller may not subcontract any part of this Purchase Order without the prior written consent of Buyer. Buyer shall not be obligated to any subcontractor for the materials, products or services of any subcontractor whether or not Buyer has consented to or designated a subcontractor. Approval of a subcontractor is not a release or waiver of any obligation of Seller or right of Buyer. Seller is responsible for all actions or inactions of any subcontractor and shall bind its subcontractors for the benefit of Seller and Buyer to perform its obligations under these terms. If Seller subcontracts any part of the work outside the country of purchase, Seller shall be responsible for customs formalities and clearances to the country of Purchase Order placement, unless the Purchase Order states otherwise, and Buyer may direct the contract of carriage. Seller shall agree with Buyer on a mutually acceptable customs broker, but Seller shall in no way be relieved from its responsibilities for customs formalities and clearances, including the actions of the selected customs broker
- (c) Seller shall promptly notify Buyer in writing of any organizational changes made by Seller, including name or ownership changes, mergers or acquisitions.

19. Compliance with Law**Compliance with UK Bribery Act, other Regulation and Policies and Procedures**

- (a) Seller warrants that it and the goods and/or services provided under this Purchase Order shall comply with all applicable United Kingdom laws, rulings, and regulations and all laws and regulations of Seller's country and Seller's place of performance, throughout the term of this Purchase Order.
- (b) Seller represents and warrants to, and covenants and agrees with, Buyer that:
 - 1. It is familiar with the requirements of United Kingdom law in relation to the prevention of corrupt practices including, without limitation, the Bribery Act 2010 (the "Act"), as the same may be further amended and supplemented from time to time, and in particular, it is familiar with the prohibition of the acts described in Section 19(b)2..
 - 2. It will not engage in any activity, practice or conduct which would, disregarding whether the jurisdictional requirements of the Act are met, constitute an offence under sections 1, 2 or 6 of the Act including, without limitation, (i) directly or indirectly paying promising or offering to give any gift, payment or consideration to a public official or public agent in order to influence that person with the intention of obtaining or retaining business or a business advantage, (ii) directly or indirectly paying promising or offering to give any gift, payment or consideration to a person as an inducement to or in order to improperly influence any person's behavior in office or employment or as a reward for any improper performance, (iii) directly or indirectly accepting, soliciting or agreeing to receive any gift, payment or consideration as an inducement to or in order to improperly influence its behavior or performance, or (iv) directly or indirectly paying, promising or offering any facilitating payment (being a payment made to an official to expedite or secure the performance of a routine government action).
 - 3. It will comply with all other applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption.
 - 4. It will comply with Buyer's ethics, anti-bribery and anti-corruption policies of which it is made aware by Buyer.
 - 5. It will not do, or omit to do, any act that will cause or lead Buyer to be in breach of any applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption or to be in breach of the Buyer's ethics, anti-bribery and anti-corruption policies of which it has been made aware by Buyer.
 - 6. It will have and shall maintain in place throughout the term of this Purchase Order its own policies and procedures to ensure compliance with its obligations under this Section 19, and will enforce them where appropriate.
 - 7. If requested, it will provide Buyer with any reasonable assistance to enable Buyer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any of the regulations or policies referred to in this Section 19.
 - 8. In the event that consultants and subcontractors are selected and to be retained by Seller to assist in performing the Seller's obligations under this Purchase Order, Seller shall, unless Buyer confirms in writing that it is not necessary, cause each such consultant and subcontractor to complete the Questionnaire and Certification form attached hereto as Exhibit B and any other documentation reasonably required by Buyer, and shall deliver such completed form and any required documentation to Buyer for review. After review of the completed Questionnaire and Certification form and any required documentation, Buyer may, at its discretion, agree to Seller's use of such consultant or subcontractor in connection with satisfying the requirements of this Purchase Order. Seller shall include the substance of this Section 19

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

in any agreement between Seller and any permitted consultant or subcontractor and shall cause the consultant or subcontractor to include the substance of this Section 19 in all agreements with any lower tier consultants or subcontractors.

9. It is familiar with Raytheon's commitment to the highest standards of professional conduct as set forth in Raytheon Company's Anti-Corruption Code of Conduct available at <http://www.raytheon.com> and that it will comply with the laws and ethical principles in that Code.
10. Neither Seller nor any of its officers, shareholders, directors, agents, employees or other persons associated with it (i) have been convicted of any offence involving bribery or corruption, fraud or dishonesty, (ii) have performed or will perform any act which would constitute a violation of the FCPA or the Act or which would cause Buyer to be in violation of the FCPA or the Act, (iii) to the best of its knowledge, have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offense or alleged offense under applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption; or (iv) have been or are listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programs or other government contracts.

Compliance with FCPA

- (c) Seller acknowledges that although Buyer is incorporated within the United Kingdom, it is a wholly owned subsidiary of a company organized and existing under the laws of the United States of America. Based on this relationship, Seller acknowledges that its actions may subject it, Buyer, and Buyer's parent company to liability under the Foreign Corrupt Practices Act of 1977 (as amended by the Foreign Corrupt Practices Act Amendments of 1988 and as may be further amended and supplemented from time to time) (the "FCPA") and Seller represents and warrants to, and covenants and agrees with, Buyer that:
 1. Seller is familiar with the FCPA and its purposes. In particular, Seller is familiar with the FCPA's prohibition of the acts described in Section 19(c)2..
 2. In connection with its performance of this Purchase Order, Seller has not, directly or indirectly, offered, paid, given, promised to pay or give, or authorized the payment or giving of any money, gift, or anything of value, and will not, directly or indirectly, offer, pay, give, promise to pay or give, or authorize the payment or giving of any money, gift, or anything of value to: (i) any foreign official (as defined herein), any foreign political party or official thereof, or any candidate for foreign political office; or (ii) any person while knowing that all or a portion of such money, gift or thing of value will be offered, paid, given or promised, directly or indirectly, to any such foreign official, foreign political party or official thereof, or to any candidate for foreign political office, (each such official, political party or official thereof or candidate or person being herein called a "Restricted Person"); or (iii) any officer, director, shareholder, employee or agent of any foreign government entity or person; for the purpose of influencing any act or decision of such foreign official, foreign political party or official thereof, candidate or person, officer, director, shareholder, employee or agent in his, her or its official capacity, or inducing such foreign official, foreign political party or official thereof, or candidate or person to do or omit to do any act in violation of the lawful duty of such foreign official, foreign political party or official thereof, candidate or person, or securing any improper advantage; or inducing such foreign official, foreign political party or official thereof, candidate or person, officer, director, shareholder, employee or agent to use his, her or its influence with any foreign government or instrumentality thereof or any customer to affect or influence any act or decision of such foreign government or instrumentality or customer; in order to assist Buyer in obtaining or retaining business with, or directing business to, any person. As used herein, "foreign official" means any officer or employee of a foreign government or any department, agency, or instrumentality thereof, or any enterprise owned or controlled by a foreign government, department, agency or instrumentality, or of a public international organization, or any person acting in an official capacity for or on behalf of any such government or department, agency, or instrumentality, or for or on behalf of any such public international organization.
 3. None of Seller's officers, directors, shareholders, employees or agents is a Restricted Person. Neither Seller nor any of its shareholders, directors, officers, employees or agents has performed or will perform any act which would constitute a violation of the FCPA or which would cause Buyer to be in violation of the FCPA. Payments by Seller to officers or employees of an entity that is owned and controlled by a foreign government are permitted where such payments constitute normal and lawful compensation commensurate with services performed and not made in a selective, discriminatory or preferential manner.
 4. No Restricted Person has a right to share directly or indirectly in any compensation payable under this Purchase Order. No payment will be made hereunder to any person other than Seller; and no payment will be made to Seller under this Purchase Order other than the payment of the compensation in accordance with the terms hereof. No compensation

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

payable hereunder, has been used, nor will be used, for any activity or purpose that would violate the FCPA or that might expose Buyer to liability under the FCPA.

- (d) Any modification or amendment to this Purchase Order shall be deemed a re-certification of the accuracy and truthfulness of the foregoing representations and warranties of this Section.
- (e) Seller shall promptly notify Buyer if, at any time during the term of this Purchase Order, its circumstances, knowledge or awareness changes such that it would not be able to repeat the representations, warranties and certifications set out in this Section 19 at the relevant time.
- (f) Seller's price quotations and invoice prices shall accurately and fairly reflect the commensurate value of the goods and services provided under this Purchase Order.
- (g) Seller shall cooperate with, and provide assistance to, Buyer in implementing adequate due diligence procedures in connection with the selection and retention of consultants and subcontractors by Buyer or Seller in relation to this Purchase Order. In the event that Buyer determines that consultants and subcontractors selected and to be retained by Seller are a foreign official as defined above, Seller shall confirm that such consultants and subcontractors are competent, experienced and financially solvent and shall cause each such consultant and subcontractor to complete the Questionnaire and Certification form attached hereto as Exhibit B and any other documentation reasonably required by Buyer, and shall deliver such completed form and any required documentation to Buyer for review. If, after review of the completed Questionnaire and Certification form and any required documentation, Buyer agrees to Seller's use of such consultant or subcontractor in connection with satisfying the requirements of this Purchase Order, Seller shall include the substance of this Section 19 in any agreement between Seller and the consultant or subcontractor and shall cause the consultant or subcontractor to include the substance of this Section 19 in all agreements with any lower tier consultants or subcontractors.
- (h) Seller certifies that neither Seller nor anyone employed by Seller is in violation of applicable rules and regulations with regard to the employment of former government officers and employees or any rules and regulations governing the conduct of Government procurements.
- (i) The provisions of this Section 19, including this Paragraph (i), shall be included in any agreement between Seller and any consultant or subcontractor where the subcontract includes a statement of work. For these purposes, a statement of work is deemed to be a narrative description of the goods and/or services to be supplied.
- (j) Seller further agrees to save Buyer harmless and indemnify Buyer from any loss, damage, fine or penalty or expense whatsoever that Buyer may suffer as a result of Seller's failure to comply with its certification, warranties, representations, covenants and/or obligations under this Section 19.
- (k) Seller warrants that it and its officers, employees or representatives have not, for the purpose of improperly obtaining or rewarding favorable treatment in connection with the award of this Purchase Order to Seller from Buyer: (1) provided, attempted to provide, or offered to provide any kickback; (2) solicited, accepted, or attempted to accept any kickback; or (3) included, directly or indirectly, the amount of any kickback prohibited by (1) or (2) of this Section in the price charged by Seller to Buyer under this Purchase Order. Any breach of this warranty shall constitute a material breach of this Purchase Order. For purposes of this Section, the term "kickback" means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to Buyer or Buyer's officers, employees or representatives, including any of their family members, subcontractors, or subcontractor employees, for the purpose of improperly obtaining or rewarding favorable treatment in connection with this Purchase Order.
- (l) Seller shall obtain and maintain all registrations, licenses and permits required to perform the work hereunder.

20. Responsibility and Insurance

Seller shall comply with all the rules and regulations established by Buyer for access to and activities in and around premises controlled by Buyer or Buyer's customer. Seller shall be responsible for the actions and failure to act of all parties retained by, through, or under Seller in connection with the performance of this Purchase Order. Seller shall also maintain, and cause its subcontractors to maintain, such General Liability, Property Damage, Employer's Liability, and Workers' Compensation Insurance, Professional Errors and Omissions Insurance, and Motor Vehicle Liability (Personal Injury and Property Damage) Insurance as are specified in this Purchase Order or, if none are specified, such amount as will protect Seller (and its subcontractors) and Buyer from said risks and from any claims under any applicable Workers' Compensation, Occupational Disease, and Occupational Safety and Health statutes. Seller shall provide Buyer with certificates evidencing required insurance upon Buyer's request.

21. Indemnity Against Claims

- (a) Seller shall keep its work and all goods supplied by it hereunder and Buyer premises free and clear of all liens and encumbrances in any way arising from performance of this Purchase Order by Seller or by any of its vendors or subcontractors. Seller may be required by Buyer to provide a satisfactory release of liens as a condition of final payment.

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

- (b) Seller shall, without limitation, indemnify and save Buyer and its customer(s) and their respective officers, directors, employees and agents harmless from and against (i) all claims (including claims under Workers' Compensation or Occupational Disease laws or other equivalent laws in Seller's country) and resulting costs, expenses (including attorney fees and costs) and liability which arise from personal injury, death, or property loss or damage attributed to, or caused by, the goods supplied, or the services performed by Seller pursuant to this Purchase Order, including, without limitation, latent defects in such goods and/or services, except to the extent that such injury, death, loss or damage is caused solely and directly by the negligence of Buyer, and (ii) all claims (including resulting costs, expenses and liability) by the employees of Seller or any of its subcontractors.

22. Currency and Offsets

- (a) Payment will be in Great British Pounds (GBP) unless otherwise agreed to by specific reference in this Purchase Order.
- (b) Seller agrees that Buyer, its subsidiaries, affiliates or its designees may exclusively use the value of the Purchase Order to satisfy any international offset obligations that Buyer may have with Seller's country, subject to the offset qualifying laws, rules and regulations of that country and prohibitions on incentive payments for the purpose of satisfying any offset agreement with that country under 22 U.S.C. § 2779a (the "Feingold Amendment"). In addition, Seller agrees to identify and retain for Buyer's use any rights to offset credits generated by its suppliers and subcontractors arising out of or resulting from this Purchase Order. Seller shall provide a copy of each purchase order or subcontract placed with a foreign source under this Purchase Order in support of Buyer's rights to offset credit. Seller shall execute all necessary documents to evidence Buyer's right to use or assign any offset credits. Buyer reserves the right to assign offset credits generated through Seller's efforts under this Purchase Order to third parties. Seller shall include the substance of this Paragraph 22(b), in favor of Buyer, in its subcontracts issued at all tiers pursuant to this Purchase Order.

23A. General Compliance with Export/Import Laws and Regulations

- (a) Seller undertakes to comply with all export and import laws and regulations applicable to its obligations under this Purchase Order and in particular it shall obtain all necessary export and import licenses or other authorizations required to meet its obligations hereunder.
- (b) Without limitation to Section 23 (a), should Seller's goods or services originate from a foreign location and be subject to the export control laws and regulations of the country in which the goods or services originate and/or the import control laws and regulations of Seller's country, Seller agrees to comply with all applicable export and import control laws and regulations of those countries. Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.
- (c) Seller shall, when delivering goods or performing services which require an export or import license or other authorization, provide Buyer with a copy of the export or import license or other authorization and all relevant details including the country of origin of the applicable goods or services and any relevant control list reference including the UK Military List reference, the Export Control Classification Number (ECCN) or United States Munitions List reference.
- (d) Buyer shall, on request by Seller, give Seller all assistance reasonably required to facilitate the grant of any relevant export or import license or other authorization, including the provision of a certificate from Buyer as to the end use of the goods or services. Nothing in this Section shall release Seller from its responsibility to take all reasonable steps to secure any export or import license or authorization required to fulfill its obligations under this Purchase Order.
- (e) When requested by Buyer's authorized representative or agent, Seller shall, promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller's government, which is reasonably necessary to support Buyer's application for UK import or export authorizations. Buyer shall not be responsible for delays in UK import or export of controlled items supplied hereunder by Buyer resulting from a lack of necessary documentation from Seller or Seller's country.
- (f) Seller shall, when delivering goods or performing services which require an export or import license or other authorization, appropriately mark or identify them and all associated invoicing and shipping documents as being the subject of an export or import license or other authorization. The marking or identification shall, at a minimum, identify the source of the export or import control or other rule/regulation.
- (g) Seller shall ensure that it prepares and provides a compliant invoice for each shipment to Buyer for Buyer's use in effecting any necessary UK import entry declarations. Seller shall further ensure that the invoice contents accurately and completely reflect the transaction subject to this Purchase Order. The invoice shall be produced in the form described in Section 2 above, and shall include the elements set forth in Exhibit A attached hereto.
- (h) Should Seller discover any violation of relevant export or import laws and regulations Seller shall promptly notify Buyer and cooperate fully with any investigation and, if required by Buyer, in the preparation and submission of any voluntary disclosure

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

to government authorities.

- (i) If the government of either Party denies, fails to grant, or revokes any import or export authorizations necessary for the performance of this Purchase Order, that Party shall immediately notify the other Party and neither Party shall be responsible for performance or payment under this Purchase Order for directly affected activities.
- (j) Seller shall immediately notify Buyer if it is or becomes listed on any excluded or denied party lists of an agency of the U.S. government or any similar or analogous lists of other governments and/or if its import or export privileges are denied, suspended or revoked by the U.S. government, the UK government or the government of Seller.

23B Compliance with U.S. Export Laws and Regulations

Without limitation to Sections 23A (a) – (j) above, where the goods or services to be provided under this Purchase Order are governed by the export control laws and regulations of the United States of America then the following provisions of this Section 23B apply:

- (a) Seller hereby certifies that it understands its obligations to comply with International Traffic in Arms Regulations (“ITAR”) and the Export Administration Regulations (“EAR”) and the terms of any U.S. Department of State or U.S. Department of Commerce export license or export or temporary import exemption/exception applicable to this Purchase Order. Seller, if it engages in the United States in the business of either manufacturing or exporting defense articles or furnishing defense services, hereby certifies that it is registered with the U.S. Department of State, Directorate of Defense Trade Controls, as defined in 22 CFR Part 122, Registration of Manufacturers and Exporters.
- (b) Seller shall exercise strict control covering the disclosure of and access to technical data, information and other items received under this Purchase Order in accordance with U.S. export control laws and regulations, including but not limited to the ITAR. Seller agrees that no technical data, information or other items provided by Buyer in connection with this Purchase Order shall be provided to a third party or any foreign persons or to a foreign entity, including without limitation, a foreign employee or subsidiary of Seller (including those located in the U.S.). Seller shall consult with Buyer to determine whether the information provided by Buyer is technical data as outlined in the ITAR (22 CFR 120-130). Seller shall indemnify Buyer for all liabilities, penalties, losses, damages, costs or expenses that may be imposed on or incurred by Buyer in connection with any violations of such laws and regulations by Seller.
- (c) The following restrictions shall apply to all technical data, as that term is defined in ITAR 22 CFR 120-130, including Sections 120.6, 120.9, and 120.10, including, but not limited to: drawings, designs, specifications, process specifications, process information, know-how information, technical assistance, detailed process information, manufacturing know-how, and other technical documents and information furnished or disclosed to Seller by Buyer (herein called “Technical Data”) and to any goods manufactured by use of Technical Data.
- (d) Seller shall comply with ITAR and shall not use any Technical Data for any purpose not contemplated under the terms of this Purchase Order.
- (e) The importer/exporter of record has obtained, or will obtain and properly use, U.S. Government import/export authorization to furnish to Seller any defense articles, Technical Data, defense services, software, and/or other controlled items (collectively referred to herein as “Controlled Items”), which are necessary for Seller to perform this Purchase Order and which require such authorization. Such Controlled Items are authorized for export only to Seller’s country for use by Seller and may not, without the prior written approval of the U.S. Government, be transferred, transshipped on a non-continuous voyage, or otherwise disposed of in any other country, either in their original form or after being incorporated into other end items. If so requested by the importer/exporter of record, the other Party shall assist in obtaining such authorization. If U.S. Government import/ export authorization is not available, cannot be obtained, or is obtained and subsequently revoked, Controlled Items to be delivered or exchanged pursuant to this Purchase Order shall not be imported, exported, or re-exported. Resale or other transfer of items delivered or exchanged pursuant to this Purchase Order shall be in accordance with this Section. Seller shall comply with the instructions or requirements of any attachment to this Purchase Order pertaining to import documentation necessary to comply with U.S. customs regulations.
- (f) U.S. Government import/export authorization is based on the following ITAR requirements and on all applicable export licenses with which Seller agrees to comply:
 - 1. Seller shall use Controlled Items furnished by Buyer only in the manufacture of goods in accordance with this Purchase Order.
 - 2. Seller shall not disclose or provide Controlled Items furnished by Buyer to any third party or foreign person either in the United States or abroad. Seller may disclose or provide Controlled Items furnished by Buyer to Seller’s employees who are nationals of Seller’s country.
 - 3. Seller acquires no rights in Controlled Items furnished by Buyer except to use them to perform this Purchase Order.

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

4. Seller shall deliver the goods manufactured in accordance with this Purchase Order only to Buyer in the United Kingdom.
 5. On completion or termination of this Purchase Order, Buyer may require Seller to (i) return to Buyer all technical data furnished by Buyer pursuant to this Purchase Order or (ii) destroy such technical data and to certify in writing to such destruction.
- (g) Seller agrees, in addition to the above procedures established by the ITAR, to place the following legend on all Technical Data obtained, used, generated, or delivered in performance of this Purchase Order:
- WARNING—Information Subject to Export Control Laws. This document, or software if applicable, contains information subject to the International Traffic in Arms Regulation (ITAR) or the Export Administration Regulation (EAR) of 1979. This information may not be exported, released, or disclosed to foreign persons, whether within or outside the United States without first complying with the export license requirements of the ITAR and/or the EAR. Include this notice with any reproduced portion of this document.*
- (h) When requested by Buyer's authorized representative or agent, Seller shall, promptly and without additional cost, furnish Buyer with any documentation, including import certificates or end-user statements from Seller or Seller's government, which is reasonably necessary to support Buyer's application for U.S. import or export authorizations. Buyer shall not be responsible for delays in U.S. import or export of Controlled Items supplied hereunder by Buyer resulting from a lack of necessary documentation from Seller or Seller's country. In addition, for items being manufactured by Seller under an approved ITAR Manufacturing License Agreement (MLA), Seller shall provide a report to the Buyer in January of each new year listing the sales or transfers of items to the Buyer which occurred in the preceding year by quantity, type and U.S. dollar value. Buyer is required to furnish this Annual Report of Sales under an MLA to the U.S. Department of State, Directorate of Defense Trade Controls in accordance with ITAR Part 124.9(a)(5) at the beginning of each new year.
- (i) Buyer may be required to obtain information concerning citizenship or export status of Seller's personnel. Seller agrees to provide such information as necessary and certifies the information to be true and correct.

24. Severability

If any provision of this Purchase Order or application thereof is found invalid, illegal or unenforceable by law, the remainder of this Purchase Order will remain valid, enforceable and in full force and effect, and the Parties will negotiate in good faith to substitute a provision of like economic intent and effect.

25. Standards of Business Ethics and Conduct

By the acceptance of this Purchase Order, Seller represents that it has not participated in any conduct in connection with this Purchase Order that violates the Standards of Business Ethics and Conduct of Raytheon Company (available at www.raytheon.com) or, alternatively, equivalent Business Ethics and Conduct Standards of Seller. If, at any time, Buyer determines that Seller is in violation of the applicable Standards of Business Ethics and Conduct, Buyer may cancel this Purchase Order upon written notice to Seller and Buyer shall have no further obligation to Seller.

26. Rights of Third Parties

No term of this Purchase Order shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this agreement, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

27. Survivability

Seller's obligations that by their very nature must survive expiration, termination or completion of this Purchase Order, including but not limited to obligations under the Termination for Convenience, Termination for Default, Proprietary Rights, Release of Information, Warranty, Infringement, Compliance with Law, Responsibility and Insurance, Indemnity Against Claims, Compliance with Export/Import Laws and Regulations, Trade Agreements, Audit Rights, and Electronic Transmissions provisions of this Purchase Order, shall survive expiration, termination or completion of this Purchase Order.

28. Electronic Transmissions

- (a) The Parties agree that if this Purchase Order is transmitted electronically, neither Party shall contest its validity, or any acknowledgment thereof, on the basis that this Purchase Order or acknowledgment contains an electronic signature.
- (b) Seller shall, at Buyer's request and Seller's expense, send and receive business transactions by electronic means using Web-based technologies. Such Web-based technologies for electronic transmissions may include, but not be limited to: (a) email; (b) the Internet directly between Buyer and Seller; (c) electronic marketplace or portal ("EXOSTAR"); and (d) Buyer's current and future electronic data interchange ("EDI") systems. When using either EXOSTAR or Buyer's EDI systems the standard terms and conditions which may be a part of such systems shall be supplemented by, and superseded to the extent

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

inconsistent with, these International General Terms and Conditions of Purchase.

29. English Language

This Purchase Order is made in the English language and all correspondence between the Parties of a technical and non-technical nature shall be in the English language and shall employ the units of measure customarily used by Buyer in the United Kingdom, unless otherwise specified. All notices and other binding communications may, unless otherwise specified, be sent by facsimile, electronic mail, air mail, or other customary means.

30. Supply Chain Security

- (a) The U.S. Bureau of Customs and Border Protection has created the Customs Trade Partnership Against Terrorism ("C-TPAT") program in which the U.S. Government and business will work to protect the supply chain from the introduction of terrorist contraband (weapons, explosives, biological, nuclear or chemical agents, etc.) in shipments originating from off-shore of the United States to Buyer, drop shipments to its sub-tier suppliers, or drop shipments to its customers originating from off-shore of the United States. Where Seller is a C-TPAT member Seller shall ensure that it has completed the Raytheon C-TPAT Foreign Supplier Security Self-Assessment Questionnaire and shall keep such Questionnaire updated.
- (b) Recognizing the need to secure international supply chains and in response to C-TPAT the European Community has created the Authorised Economic Operator ("AEO") program under which entities can be certified as AEOs.
- (c) Where Seller is not a C-TPAT member or an AEO, Seller shall nonetheless have in place appropriate supply chain security and safety policies and procedures including policies and procedures to ensure the physical integrity and security of all shipments under this Purchase Order against the unauthorized introduction of harmful or dangerous materials, drugs, contraband, or weapons (including weapons of mass destruction), or introduction of unauthorized personnel in transportation conveyances or containers. Seller's security measures must include, but are not limited to, physical security of manufacturing, packing and shipping areas, restrictions on access of unauthorized personnel to such areas; personnel screening to the maximum limits of law or regulations in Seller's or manufacturer's country; and development, implementation and maintenance of procedures to protect the security and integrity of all shipments.

31. Trade Agreements

- (a) If goods or services will be delivered to a destination country having a trade preferential, customs union agreement, or customs program ("Trade Agreement") with Seller's country, Seller shall cooperate with Buyer to review eligibility of goods or services for any special program for Buyer's benefit and provide Buyer required documentation to support the applicable special customs programs to allow duty free or reduced duty entry of goods into the destination country. Similarly, should any Trade Agreement applicable to the scope of a Purchase Order exist at any time during its term and be of benefit to Buyer in Buyer's judgment, Seller shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value, which may result from such Purchase Order, and Seller acknowledges that such credits and benefits shall inure solely to Buyer's benefit.
- (b) Seller shall agree and cooperate with any verification audit/on-site inspection at Seller's facilities requested by Buyer or Buyer's Customs authorities to verify compliance with the rules of origin requirements.

32. Buyer's Access to Records and Facilities

In order to assess Seller's work quality, conformance with Buyer's specifications and compliance with this Purchase Order, and Seller's overall financial statements and financial condition, Buyer or its authorized agents and representatives shall have the right at any time during normal business hours of Seller and without prior notice to Seller to inspect all: (i) records, books, tax returns and other documents in the possession or under the control of Seller relating to any of Seller's obligations under this Purchase Order ("Records") or any termination claim of Seller; (ii) materials and services related in any way to the goods, including purchased tooling, at all places, including sites where the materials or goods are created or the services are performed, whether they be at premises of Seller, Seller's subcontractors or elsewhere; (iii) furnished property; and (iv) required tooling. If any inspection, audit or similar oversight activity is made on Seller's or its suppliers' premises, Seller shall, without additional charge, provide all reasonable access and assistance for the safety and convenience of the inspectors; and take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such premises. In the event that Buyer notifies Seller of any deficiency detected during such inspection, Seller shall correct such deficiency within the time period specified in such notice. Seller shall obtain from its subcontractors such access rights for the benefit of Buyer.

33. Audit Rights

Seller shall maintain general Records relating to this Purchase Order for a minimum period of four years (or for such longer period agreed to in writing by the Parties) after completion of final delivery of materials, goods or services pursuant to this Purchase Order.

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

Records of all manufacture, testing and inspection by Seller of the materials or goods shall be kept complete, separate and available to Buyer and its Customer during the performance of this Purchase Order and for such longer periods as may be specified in this Purchase Order, but not less than ten years after the last delivery of the materials, goods or services to Buyer. Buyer or its authorized agents and representatives shall have the right at any time during normal business hours of Seller and without prior notice to audit Records. In the event any such audit shall disclose an overpayment to Seller, Seller shall pay Buyer, within 14 calendar days after receipt of notice from Buyer, the amount of such overpayment together with interest and Seller shall reimburse Buyer for the cost of such audit. Seller shall obtain from its subcontractors such audit rights for the benefit of Buyer.

34. Labor Disputes

Whenever Seller has knowledge that any actual or potential labor dispute is delaying or threatens to delay timely performance of this Purchase Order, Seller shall immediately give notice to Buyer including all relevant information including, but not limited to, the nature of dispute, the labor organizations involved, the estimated impact on Seller's performance of Buyer's Purchase Order and the estimated duration. Seller shall also provide updated reports throughout the dispute duration. Seller agrees to insert the substance of this Section, including this sentence, in any lower-tier subcontract where a labor dispute might delay timely performance of this Purchase Order.

35. Independent Contractor

Seller and Buyer are and shall be deemed to be independent contractors at all times during performance of the work specified in this Purchase Order. Under no circumstances shall Seller be deemed an agent for Buyer or Buyer be deemed an agent for Seller.

Exhibit A**INVOICING INSTRUCTIONS**

Invoices submitted to Buyer shall contain the following information:

- (a) Purchase Order number, including Purchase Order item number for the delivered goods.
- (b) Location and Names of Seller and/or Shipper, Buyer, Buyer's Supply Chain contact person, and dates, as follows:
 1. Date when goods are sold or agreed to be sold.
 2. Goods shipment date (day, month, year).
 3. Name and address of the Shipper, if Seller is not the Shipper.
 4. Name and contact information for an employee, employed by Seller or Shipper, who has detailed knowledge of the sales transaction.
 5. Notify Party i.e. import agent named by Buyer.
 6. Delivery address (when this is different to Import/Buyer address).
- (c) Terms of Sale: Specify the incoterms as agreed in the Purchase Order.
- (d) Quantities, weights and measures:
 1. Record the quantity of the goods in the shipment.
 2. If not separately noted on a packing list(s), include the following on the invoice:
 - i. Total quantity of goods being shipped.
 - ii. Net weight of each good and gross weight of entire shipment.
 - iii. Specify unit of measure being used.
 - iv. Specify the total number of boxes included per packing list.
- (e) Detailed description of the goods being shipped to ensure proper product classification per the Harmonized Tariff Schedule (HTS), including, at a minimum:
 1. The full name (no abbreviations) by which each good is known.
 2. Part number as it appears on the Purchase Order. If the item is raw material, provide the material type (e.g. aluminum sheet rock), form (e.g. bar, wire, plates, sheets), and dimensions.

Note: Generic descriptions, abbreviations and acronyms are not acceptable.

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

- (f) Country of origin: Indicate the country of manufacture of each good.
- (g) Valuation:
1. Must be complete and accurate, including the unit price of each good and the total value of the entire shipment.
 2. Currency on all invoices must reflect the actual currency of the Purchase Order and the transaction of money between Buyer and Seller.
 3. List separately any assists and/or additional costs or charges made for activities related to the Purchase Order transaction that are not already included. Examples of these include:
 - i. Design Engineering costs or similar costs.
 - ii. Delivery costs (depending upon terms of delivery according to incoterms).
 - iii. Commissions.
 - iv. Royalties and license fees.
 - v. Goods and services provided free of charge.
 - vi. Materials, components, parts and similar items incorporated into the imported goods.
 - vii. Tools, dies, moulds and similar items used in producing the imported goods.
 - viii. Materials consumed in producing the imported goods i.e. abrasives, lubricants, catalysts, reagents etc.
 - ix. Engineering, development, artwork, design work, and plans and sketches carried out outside the EC and necessary for producing the imported goods.
 - x. Cost of Containers which are treated and cost of packaging whether for labour or materials.
 - xi. Proceeds of resale – if the seller is entitled to a percentage of profit from resale of the imported goods this must be added.
 - xii. Export duties and taxes paid in the country of origin or export – when these are incurred by the Buyer they are dutiable.
 - xiii. List all discounts that have been agreed to, or may be allowed, that apply to the Purchase Order price or value, but that have not been included in the unit price (terms of payment).
 - xiv. Repairs or modified parts – separately declare the value of the item and the value of the repair or modifications on the invoice. For repairs effected at “no charge,” declare the actual value of the repair had there been a charge on the invoice.
 - xv. Program name (if applicable).
 - xvi. Type of export (Sale, Repair, Loan).
 - xvii. Export License information.
 - xviii. Export License Number.
 - xix. RMA Number.
 - xx. ITAR Exemption.

Exhibit B

SUBCONTRACTOR QUESTIONNAIRE AND CERTIFICATION

NOTE: In the event Seller proposes to enter into a subcontract with a consultant or subcontractor, Seller shall transmit this Questionnaire Certification to each such consultant or subcontractor to prepare responses to the Questionnaire and forward it, together with the executed certification, to Seller for submission to Raytheon Systems Limited.

The term "Company" below refers to the Seller's consultant or subcontractor, and "Seller" refers to Raytheon Systems Limited's subcontractor or supplier in connection with this transaction.

Company Information

Company Name	Address	Company Website
Phone	Fax	E-Mail

Business Type: Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> LLC <input type="checkbox"/> Other (Explain): <input type="checkbox"/>		
Principal Place of Business	Place of Incorporation (or equivalent registration)	Commercial Registration
Date of Establishment	Number of Employees	

1. Project Information

(a) Please describe the nature of the materials, goods or services to be provided to Seller.

(b) Please set forth number of years Company has been providing the materials, goods or services of the kind described in the Subcontract with Seller.

INTERNATIONAL GENERAL TERMS AND CONDITIONS OF PURCHASE TC-004-UK

2. Company Ownership

Please identify the owner(s)/shareholder(s) of the Company and the nationality and percentage interest of each.

Owner(s) Shareholder(s)	Nationality	% Ownership

3. Governmental Relationships

- (a) Is any owner/shareholder, officer, employee, or other representative of the Company a current or former official or employee of a government department, agency or instrumentality?

No Yes

If yes, identify each person; the government department, agency or instrumentality; and, if a former official or employee, the last date of employment.

- (b) Is the Company owned or controlled by any government or department, agency or instrumentality?

No Yes

If yes, describe the government ownership or controlling interest.

- (c) Is any owner/shareholder, officer or employee, or other representative an official of a political party or candidate for political office?

No Yes

If yes, please explain.

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK****4. Agents/Consultants**

- (a) Does the Company intend to use a sales representative, consultant or agent of any kind in connection with the proposed project?

No Yes

If yes, please identify and explain basis for retention.

5. Company Policies and Practices

- (a) Does the Company have any code, policy or procedure dealing with compliance with laws and specifically, bribery or corruption of public officials?

No Yes

If yes, please provide a copy.

- (b) Does the Company have any policy that governs the giving of gifts or gratuities to government officials by Company personnel or its consultants, representatives or agents?

No Yes

If yes, please provide a copy.

- (c) Does the Company conduct training programs for Company personnel or its consultants, agents or representatives with respect to (i) compliance with laws and specifically bribery or corruption of public officials and (ii) the giving of gifts and gratuities.

No Yes

If yes, please explain or provide copies of training documentation used.

6. Declaration

The undersigned, a duly authorized officer of the Company, hereby represents, warrants and covenants to Raytheon Systems Limited on behalf of the Company as follows:

- (a) No part of the monies paid by the Seller to the Company under the subcontract or purchase order has been paid, nor will be paid or promised, or will inure directly or indirectly, to the financial or other benefit of any (i) officer, employee or director of the Seller, or any subcontractor or supplier thereof; or (ii) to any official of any government or any enterprise owned or controlled by any government.
- (b) The Company will conduct itself in compliance with all applicable Foreign Corrupt Practices Act (FCPA), UK Bribery Act and Anti-Corruption laws, including the Raytheon Company's Anti-Corruption Code of Conduct available at Code of Conduct http://www.raytheon.com/ourcompany/stellent/groups/public/documents/legacy_site/cms01_023524.pdf.
- (c) The amounts detailed in the Company's invoices to Seller shall accurately and fairly reflect related goods or services and expenses; are commensurate amounts for goods delivered or services rendered and expenses incurred; and satisfy the requirements of the Company's subcontract or purchase order with Seller.
- (d) The Company acknowledges and agrees that if the representations, warranties and covenants herein are breached or become inaccurate or misleading, the Company's subcontract with Seller shall terminate and the Company's right to compensation shall be forfeited and any monies previously paid shall be returned.

Company Name _____

The person signing below represents he is duly authorized to sign the responses to this questionnaire on behalf of the Company.

**INTERNATIONAL GENERAL TERMS AND
CONDITIONS OF PURCHASE TC-004-UK**

Name (Print) _____

Title _____

Signature: _____

Date _____