

1 Scope

- 1.1** The following General Purchasing Conditions of Kelvin Hughes Limited, trading as HENSOLDT UK (Company number 01030135), whose principal place of business is at Unit 4 Voltage, 6 Mollison Avenue, Enfield EN3 7XQ, UK (hereinafter referred to as “Purchaser”) apply to the production of works and to the purchase of goods (together “Deliveries”) from the supplier (hereinafter referred to as “Supplier”) as well as to his performance of services (“Services”).
- 1.2** Any general purchasing conditions of the Supplier deviating from or supplementing these General Purchasing Conditions are non-binding for the Purchaser, even if the Purchaser does not object to them explicitly, or if the Supplier states that he wishes to deliver only according to his general purchasing conditions, or if these are included in his declaration of acceptance pursuant to Section 2.1, or the Deliveries note or, as the case may be, the Order. Acceptance or payment of Deliveries and Services does not constitute agreement either.

1.3 Definitions

Acceptance	means the formal reception of the Deliveries. Where tests are set out in the Order, Acceptance of the Deliveries shall be subject of completion of the Acceptance tests to the satisfaction of the Purchaser. Where no Acceptance tests are required, the Purchaser has the right to inspect the Deliveries and Acceptance shall take place upon inspection if the Purchaser is satisfied, or, if no inspection is carried out, the Deliveries are accepted when they are taken into final use or 15 Business Days after the delivery, whichever is the earliest.
Background IPR	means any IPR owned, created, or acquired by or licensed to a Party prior to, or outside of the Order
Business Day	means a day on which businesses, banks and the London Stock Exchange are open
Calendar Day	means any day shown on a calendar
Confidential Information	means all information whether of a technical, business, or other nature (including, without limitation, trade secrets know-how and information relating to the technology, customers, business plan, patents, promotional and marketing activities, finances, and other business affairs) that is or may be disclosed or imparted by one Party, regardless of whether such information may be proprietary to the disclosing Party, to the other. Confidential Information also includes both the existence and content of discussions between the Parties with respect to any Orders, business transaction or relationship. Confidential Information may be in any written format and marked as Confidential, or oral information. Information not identified as Confidential, but which would reasonably be considered to be confidential having regard to all the circumstances of the disclosure shall be treated as Confidential.
Deliveries	means any identifiable and measurable output resulting from the production of work and the purchase of goods from the Supplier
Force Majeure	means any circumstance not within a Party’s reasonable control, including, without limitation: acts of God, drought, flood, earthquake or other natural disasters; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, or war, nuclear, chemical or biological contamination, and any labour and trade dispute, national strikes, industrial action or lock-outs or other industrial disputes, but only where it involves the workforce of a third party and does not involve the Supplier or a member of the Supplier’s group.
Foreground IPR	means any IPR in the Deliveries, with the exclusion of any Background IPR contained in the Deliveries, as it may be created as a result of the work undertaken by the Supplier.
IPR	acronym for Intellectual Property Rights, which mean patents, utility models and industrial designs, and all applications and registration thereof; all copyrights including software in object and source code; all trade secrets, inventions, know-how and technical data of whatever nature arising out of or related to the Deliveries.

Order	means a purchase order or any other purchase method placed by the Purchaser on the Supplier, including orders placed within the frameworks of purchase or supply agreements
Party or Parties (as the context may require)	means the Purchaser and the Supplier
Purchaser	means Kelvin Hughes Limited trading as HENSOLDT UK
REACH	means the EU Regulation No. 1907/2006, concerning the Registration, Evaluation, Authorisation, and Restriction of Chemicals, establishing a European Chemicals Agency (ECHA)
Services	means any services, including, without limitation, work, technical assistance, testing, consulting, installation, commissioning, training, maintenance, and repairs.
Supplier	means the entity the Order is placed with and, where applicable, it shall include the relevant member(s) of the Supplier's group
UK REACH	means the retained version of the EU REACH regulation as amended by the REACH (EU Exit) Regulations 2019

2 Conclusion of General Purchasing Conditions

- 2.1 Each Order for Deliveries and/or Services by the Purchaser from the Supplier shall be deemed to be an offer by the Purchaser to buy Deliveries and/or Services subject to these General Purchasing Conditions
- 2.2 The Supplier may accept Orders of the Purchaser only by written declaration within a period of fourteen (14) Calendar Days following receipt of order. The receipt of the acceptance by the Purchaser shall be decisive for the observation of the deadline.
- 2.3 In the event no written declaration is received within a period of fourteen (14) Calendar Days, the Order will be assumed as accepted by the Supplier who shall be responsible for meeting the delivery dates on the Order under these General Purchasing Conditions.
- 2.4 The acceptance of the Order shall contain all material order data, particularly the exact description of the ordered Deliveries and Services, the commission number, the order date, and the Deliveries date. The Supplier shall be responsible for any delays, which result from a breach of these provisions by the Supplier.
- 2.5 Amendments or changes to the Orders require the written confirmation of the Purchaser.
- 2.6 The Supplier is not authorized to subcontract the Deliveries to third parties without the prior written consent of the Purchaser. The unauthorized subcontract of third parties entitles the Purchaser to rescind or terminate the General Purchasing Conditions in whole or in part and to claim damages.

3 Prices

- 3.1 The agreed prices are fixed prices and exclude subsequent claims or price increases of any kind.
- 3.2 Deliveries are made DAP, Incoterms 2020, unless agreed otherwise.

4 Payment Terms

- 4.1 Invoices of the Supplier shall contain all information required in the Order for each delivery.
- 4.2 Unless agreed otherwise in writing, payments shall be made sixty (60) Calendar Days from receipt of a due and proper invoice by the Purchaser.
- 4.3 Should the payment day be a Saturday, Sunday, or a bank holiday the payment shall be made the following Business Day.

- 4.4** In the event of a dispute between the Parties, the Purchaser shall be entitled to withhold the payment of any disputed invoice and sum until resolution of such dispute.

5 Delivery Date, Place of Fulfilment

- 5.1** Agreed delivery dates and deadlines are binding and shall be specified in the order. If no such date is specified then delivery shall take place within 28 Calendar Days of the Order. Time for delivery shall be of the essence.
- 5.2** Deliveries or provision of Services before, or after, the agreed delivery date shall only be permitted with the written consent of the Purchaser.
- 5.3** Relevant for the timeliness of Deliveries and Services is the receipt at the receiving place specified by the Purchaser. The Supplier shall notify the Purchaser without undue delay as soon as it becomes apparent that he will be unable to meet the delivery or performance date. The Acceptance of late Deliveries or Services by the Purchaser does not contain any waiver of compensation claims.
- 5.4** Unless otherwise stipulated by the Purchaser in the Order, deliveries shall only be accepted by the Purchaser during its normal business hours.
- 5.5** If in the event of delay, without prejudice to any other rights which it may have, the Purchaser reserves the right to:
- 5.5.1** Cancel the Order in whole or in part with no payment due to the Supplier unless for those parts of the Order already delivered;
- 5.5.2** Refuse to accept any subsequent delivery of the Deliveries and/or Services which the Supplier attempts to make;
- 5.5.3** Recover from the Supplier any cost incurred by the Purchaser in obtaining the Deliveries and/or Services in substitution from another supplier;
- 5.5.4** Claim damages for any additional cost, loss or expenses incurred by the Purchaser which are in any way attributable to the Supplier's failure to deliver the Deliveries and/or Services on the due date.
- 5.5.5** If in the event the Purchaser accepts a delayed delivery and the Supplier cannot prove that the delay is caused by Force Majeure, the Purchaser may charge a penalty in respect of each commenced Business Day of delay amounting to one percent (1%) but not exceeding a total of ten percent (10%) of the total value of the order. In the event that the appropriate reservation of rights is not made at the time of the Acceptance of the Deliveries, Services or rectification, this penalty may be claimed up until the date of final payment. Further rights and claims shall be reserved herewith. Once the penalty reaches the ten percent (10%) of the total value of the Order, the Purchaser can terminate the Order with immediate effect. In this case the Supplier will be paid only for the Deliverables already delivered and/or Services already performed.
- 5.6** If the Supplier requires the Purchaser to return any packaging material to the Supplier that fact must be clearly stated on the packaging material and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 5.7** Where the Purchaser agrees in writing to accept delivery of the Deliveries and/or Services by instalments the Order shall be construed as a single order in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle the Purchaser as its option to treat the whole Order as repudiated.
- 5.8** If the Deliveries and/or Services are delivered to the Purchaser in excess of the quantities ordered, the Purchaser shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expenses.
- 5.9** Place of fulfilment for the Supplier's Deliveries or Services is the receiving place specified in the Order. If no receiving place is specified and it cannot be derived from the nature of the obligatory relationship either, the branch office of the Purchaser as per the Order or, in lack thereof, the Purchaser seat of the Purchaser shall be deemed place of fulfilment.

6 Shipment, Transfer of Risk, Export Control, Offset Provisions

- 6.1** The Supplier shall package, ship, and insure the Deliveries properly and comply with all relevant packaging and shipment provisions. The Supplier shall be liable for all damages, which the Purchaser suffers because of the improper or insufficient packaging, shipping, or insurance.
- 6.2** Shipping papers such as e.g., deliveries notes and packing slips shall be included with the Deliveries. All documents shall state the order number and the identification marks stipulated by the Purchaser in the Order.
- 6.3** Additional costs, which the Purchaser incurs as a consequence of non-compliance with the above rules, shall be borne by the Supplier.
- 6.4** In the case of Deliveries without installation or assembly, the risk and title pass upon Acceptance at the receiving place specified by the Purchaser. In the case of Deliveries with installation or assembly, risk and title pass upon Acceptance to be carried out at the place of assembly.
- 6.5** The exporting Party shall be responsible for obtaining any export approvals and licenses, or any of its subcontractors or suppliers, to be in compliance with any applicable export control laws.
- 6.6** The importing Party shall provide information as reasonably required by the exporting Party to enable it to comply with export control laws and regulations at no cost to the other Party.
- 6.7** The importing Party shall be responsible for obtaining any import approvals and licenses required to be in compliance with any applicable import control laws.
- 6.8** The exporting Party shall provide information as reasonably required by the importing Party to enable it to comply with import control laws and regulations at no cost to the other Party.
- 6.9** The exporting Party shall be responsible for all costs or delays resulting from failure to obtain any necessary export approvals, registrations, permits or licenses.
- 6.10** The Supplier shall take reasonable efforts to support the Purchaser in the context of its international offset obligations by providing on request of the Purchaser relevant information about third party transactions

7 Rights of the Purchaser in case of defects

- 7.1** The Supplier warrants to the Purchaser that the Deliveries shall be delivered fit for the purpose for which they are intended; free from actual and latent defects in design, materials, and workmanship; of satisfactory quality and in accordance with all reasonably applicable quality standards; and compliant with all the specifications given by the Purchaser to the Supplier.
- 7.2** The Supplier shall be responsible for defects and/or malfunctions of the Deliveries under an Order to produce a work for a period of three years from the transfer of risk. The limitation period for building and for works, whose results consist in the rendering of planning or monitoring Services for this Scope, shall last for five years after Acceptance.
- 7.3** The Purchaser will notify the Supplier about any defects as soon as these are determined during the ordinary course of business.
- 7.4** The Purchaser shall be entitled to the statutory claims for defects without restrictions. The Purchaser shall have the right, at its option, to demand the Supplier rectify the defect or deliver an item free of defects or, as the case may be, the production of a new work, within a reasonable period of time set by the Purchaser. The right to claim damages, particularly the right to claim damages instead of performance, shall remain explicitly reserved. In this case, damages shall cover all the direct and indirect costs the Purchaser has to afford as a consequence of the defects, and/or malfunctions of the Deliveries and/or delays or inactivity of the Supplier in fixing or replacing the Deliveries, including loss of profit, penalties applied to the Purchaser by its customers as a consequence of the delays, inactivity and/or

malfunctions or defects caused by the Supplier, and the costs in sourcing the goods and works from other suppliers.

- 7.5** In addition to the statutory claims, the Purchaser may in the case of a defect, after the fruitless expiration of a reasonable period set by the Purchaser for subsequent performance, rectify the defect itself, or appoint a third point to rectify the defects, and demand reimbursement of the all the costs from the Supplier. The Purchaser may demand advance payment from the Supplier for the expenses required to rectify the defect.

8 Rights of the Purchaser in case of breach of Services

- 8.1** For the avoidance of doubt, in addition to the provisions of Section 7, the statutory rights of the Purchaser shall apply in case of breach of Services.

9 Quality and Safety, Access Right

- 9.1** The Supplier shall comply with the recognized rules of technology, the safety regulations and the agreed technical data and standards. The Supplier shall furthermore advise the Purchaser about any special, not generally known handling and disposal requirements and shall provide for each delivered good a manufacturer's certificate or certificate of conformity (CE) within the meaning of the applicable Directives of the European Union or other statutory provisions. Changes to the Deliveries and Services require the prior written consent of the Purchaser. The manner and nature of the cooperation on the quality sector, such as e.g., first sampling and documentation, is set forth in the respective product specification.
- 9.2** The Supplier shall comply with REACH and other chemical legislation as applicable and shall promptly notify the Purchaser of any applicable restriction on the use of substances present in the Deliveries as set out in the list of restrictions under UK REACH or Annex XVII REACH or communicated by an authority implementing REACH which impacts, or it is likely to impact, the Purchaser's use, sale or disposal of the Deliveries.
- 9.3** If the Supplier is to supply a good containing a substance meeting the criteria set in Article 57 REACH and identified in accordance with Article 59(1) in a concentration above 0.1% weight by weight (w/w), it shall provide the Purchaser with sufficient information, available to the Supplier, to allow safe use of the article including, as a minimum, the name of that substance. Likewise, upon the Purchaser's request, the Supplier shall provide the same information to the Purchaser's customer and/or the end user of the good containing a substance meeting the criteria set in Article 57 REACH and identified in accordance with Article 59(1) in a concentration above 0.1% weight by weight (w/w). In any of these cases, the relevant information shall be provided free of charge within 45 days of receipt of the request.
- 9.4** Employees authorized by the Purchaser and the representatives of public authorities shall have, during regular business hours, access to all business premises of the Supplier in which work is carried out for the Purchaser. They may inspect all applicable and order-related documents for auditing purposes or to verify legal requirements. These access rights during visits shall particularly be granted to all persons authorized by the Purchaser, who are responsible for monitoring progress of the work commissioned by the Purchaser from the Supplier and for related audits, examinations, or for the qualification of the Supplier.
- 9.5** The representatives of customers of the Purchaser shall (subject to a minimum of 48 hours prior notice, from the Purchaser to the Supplier) be granted accompanied access to all business premises at all times during regular business hours, where work is carried out for the Purchaser if the Purchaser has accepted a contractual obligation to facilitate such access.

10 Provision of Materials

- 10.1** All documents and objects of any kind provided to the Supplier by the Purchaser remain the property of the Purchaser. They may only be used exclusively for providing the ordered Deliveries or Services. The Supplier shall insure all objects provided to him against loss and deterioration. The Supplier does not

have any retention right with respect to the objects of the Purchaser, which must be returned to the Purchaser upon request or, at the latest once the Order is completely fulfilled. All the materials shared by the Purchaser with the Supplier shall be deemed as Confidential Information and accessed on a need-to-know-basis by the Supplier's authorised personnel duly informed of the confidential nature of such material. The Supplier will indemnify the Purchaser in case of loss or damages to the documents and objects provided by the Purchaser, with the exception of reasonable wear and tear.

- 10.2** To the extent that objects, including drawings and design, provided by the Purchaser are processed or transformed by the Supplier into a new movable object, the Purchaser is deemed to be the manufacturer. In the case of a connection or inseparable mixing with other objects, the Purchaser acquires joint ownership in the new object in proportion of the value, which the objects had at the time of connection or mixing. If the connection or mixing occurs in a manner, where the objects of the Supplier have to be considered the main object, it shall be agreed that the Supplier transfers proportional joint ownership to the Purchaser, while the Supplier stores the joint ownership for the Purchaser free of charge. Notwithstanding the previous sentences of this Clause 10.2, the Purchaser shall always retain any Intellectual Property Rights owned, created, or acquired prior to the date of this Contract, and/or outside of this Contract and/or outside the Deliveries (Background IPR). Likewise, Intellectual Property Rights in the Deliveries and those otherwise created as a result of the work undertaken by the Supplier (Foreground IPR) stay with the Purchaser.

11 Confidentiality

- 11.1** The Order shall be deemed as Confidential Information. The Supplier shall keep such Confidential Information secret and use it exclusively for providing the ordered Deliveries. Drawings, models, samples, and similar objects shall not be submitted or made available to unauthorized third parties and must be accessed only by the Supplier's authorised employees on a need-to-know-basis and duly informed of the confidential nature of the information shared. Duplicating such objects is permitted previous written consent by the Purchaser only within the limits of copyright provisions and to the extent required in order to fulfil the obligations incumbent upon the Supplier. Any subcontractors shall be bound to confidentiality accordingly.
- 11.2** The Supplier is only entitled to mention, depict, or use the Purchaser name, the logo, the trademarks of the Purchaser or the Purchaser's customer(s) in any way for purposes of advertising materials, when naming references, or for other publications, if the Purchaser has consented to this in writing in advance.
- 11.3** The Purchaser may demand observance of further security regulations.
- 11.4** The Supplier must ensure that all design data related to the activities developed under this agreement is handled using at least the same standard of care that it provides to its own proprietary or Confidential Information of similar nature or importance, but in no case less than reasonable care;

12 Spare Parts, Readiness to Deliver

- 12.1** The Supplier shall supply spare parts to the Purchaser under fair and reasonable conditions throughout the period of the usual technical lifetime, but in any case, for a period of at least ten years after the last Deliveries.
- 12.2** If the Supplier discontinues the Deliveries after expiration of the period set forth in Section 12.1 or during that period, he shall provide the Purchaser with the opportunity for a last order under fair and reasonable conditions.

13 Rights to the Deliveries and Services; Open-Source Software

- 13.1** If the Deliveries or the Services provided by the Supplier are subject to patent or copyright protection, the Purchaser shall be granted all irrevocable rights of reproduction, use, operation, release, adaptation, modification or translation of the Deliveries or Services as far as this is necessary for the purpose of the purchase Order. The grant of rights under this Section is included in the compensation according to Section 3.

- 13.2** The Purchaser acquires full property of the Deliveries, or the Services covered by the respective purchase order, in particular insofar as folders, plans, technical memos, drawings, models, proto-types or tooling are concerned.
- 13.3** The Supplier shall inform the Purchaser at the latest at the time the order is confirmed whether the Deliveries and Services to be delivered contain “open-source software”. In the context of this provision “Open-Source Software” means any software that is provided royalty-free by the respective licensor to any user on the basis of a license or another agreement with the right to modify and/or to distribute such software. Should the Deliveries and Services delivered by the Supplier contain open-source software, the Supplier shall deliver to the Purchaser the following, latest at the time the order is confirmed:
- The source code of the relevant open-source software, insofar as the applicable open-source conditions require the disclosure of this source code;
 - A schedule of all open-source files used, indicating the relevant license, and including a copy of the complete text of such license;
 - A written declaration that through the intended use of the open-source software neither the Deliveries of the Supplier nor the products of the Purchaser will be subject to a “Copy left Effect”. In the context of this provision, “Copy left Effect” means that the provisions of the open-source license require that certain of the Supplier’s Deliveries, as well as any products derived from these, may only be distributed further in accordance with the terms of the open-source license e.g., only if the source code is disclosed. Should the Supplier not indicate until after receipt of the order that the Deliveries and Services contain open-source software, then the Purchaser is entitled to cancel the order within 14 days of receipt of this information and provision of all the information contained in the above paragraph.

14 Intellectual Property Rights

- 14.1** All IPRs (other than the Supplier’s Background IPR) in all works or supplies provided by the Supplier shall be owned by the Purchaser and the Supplier hereby assigns (including by way of present assignment of future copyright) to the Purchaser all of its right, title, and interest in and to such IPRs. The Supplier shall ensure that it executes all documents necessary to affect such ownership. The Purchaser shall have copyright in any documentation generated under the Order irrespective of whether such documentation forms part of it or not. Any Foreground IPR shall vest in and be the absolute property of the Purchaser or its nominee. The Supplier assigns with full title guarantee and free from all third-party rights any and all Foreground IPR to the Purchaser or its nominee and the Supplier shall (at its own costs) do all necessary acts to vest the Foreground IPR in the Purchaser or its nominee, including without limitation, executing, or procuring the execution of documents. The Supplier may only use Foreground IPR as may be necessary for the purposes of performing any of its obligations under the Contract.
- 14.2** The Purchaser shall not acquire any right, title, or interest in the Supplier’s Pre-Existing Intellectual Property Rights.
- 14.3** The Supplier hereby grants to the Purchaser a royalty-free, irrevocable, non-exclusive, worldwide license to such of the Supplier’s Background IPR and any Supplier improvements and for such term as the Purchaser shall require solely for the purposes of the Order and such other purposes as it shall reasonably require that relate to the use and provision of the Order, together with the ability to sub-license the same.
- 14.4** The Supplier shall indemnify the Purchaser against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement of any third party Intellectual Property Right arising from any use, promotion, exploitation, distribution, sale, supply and/or sub-license of the deliverables or of any of the Supplier’s Background IPR and/or Supplier improvements, except to the extent that such liabilities have resulted directly from (a) the Purchaser’s failure properly to observe its obligations under this Clause or (b) the use of the Purchaser’s specifications where the deliverables would not otherwise have been infringing but for the use of the Purchaser’s specifications.

15 Product Liability; Infringement of Rights of Third Parties

- 15.1** The Supplier shall meticulously examine its Deliveries for defects and undertakes to do everything feasible in order to avoid any product liability. If the Purchaser is held responsible by a third party because of the defectiveness of a product and if the defectiveness is due entirely or in part to a defect of the Supplier's Deliveries, the Purchaser may instead of compensation of all losses also demand indemnification vis-à-vis the third party. The Supplier's obligation to pay damages shall also include the costs of a precautionary recall measure in order to prevent damage if this is appropriate.
- 15.2** The Supplier shall indemnify the Purchaser against any liability based on claims that the Deliveries and Services of the Supplier intentionally or negligently infringe any third-party rights. In this case, the Supplier shall indemnify and hold harmless the Purchaser on first written demand from all cost, expenses and payment obligations arising from the infringement. The Purchaser shall refrain from concluding any agreements with the third party related to the infringement, in particular from any settlement agreement, without the Supplier's prior approval.

16 Code of Conduct, Responsibility and Certification

- 16.1** The Supplier must fully comply with all the laws and regulations applicable to its business, including the local laws and regulations of all the countries, outside its home country, where its operations are managed, goods handled and/or services provided. Moreover, the Supplier shall undertake the obligations set by HENSOLDT in the Supplier Code of Conduct visible on the HENSOLDT UK web page (<https://uk.hensoldt.net/>) in the section "Supplier Information" ([HENSOLDT Code of Conduct 2022](#)). In particular, the Supplier will comply with the human-rights and environmental expectations of HENSOLDT, in accordance with the German Supply Chain Due Diligence Act ("LkSG"). Moreover, the Supplier agrees on HENSOLDT, or a third party authorised by HENSOLDT, inspecting the Supplier's company as far as necessary to check the Supplier's compliance with the undertakings set out in this Clause 16. The Supplier will cooperate at the best of its capacity and in *bona fide* as far as it is necessary to verify its compliance. In case of a risk-based inspection, this can be substituted by the provision from the Supplier of an appropriate certification covering at least the area of human rights and environmental concern (e.g., a valid and up to date ISO 37301).
- 16.2** In case of Supplier's breach of a human-right or environmental related obligation according to the LkSG, the Supplier must immediately end and refrain from such breach. If the breach is of a nature that it cannot be remedied immediately, or if it happens in the Supplier's supply chain, then the Supplier shall immediately draw and implement a solid concept with a detailed timeline to end, or at least, minimize the breach. If the breach happens in the Supplier's supply chain, the Supplier is also obliged to cooperate by implementing appropriate preventing measures against the breaching company. Nothing in this clause is meant to limit any of the rights HENSOLDT is entitled to by law or by contract.
- 16.3** The Supplier shall also observe HENSOLDT's provisions on Standards of Business Conduct, Environmental Policy, Quality Policy, and Certification, Compliance Undertaking and GDPR Privacy Statement, as visible on the HENSOLDT UK web page (<https://uk.hensoldt.net/>) in the section "Responsibility and Certification" ([Our Responsibility | HENSOLDT UK](#)).
- 16.4** The Supplier shall employ only such employees for works at the Purchaser who have the qualification required for this work. The Supplier shall make corresponding proof available to the Purchaser upon request with a two (2) week notice for a sample examination.

17 Termination of Services

- 17.1** The Purchaser shall have the right at any time and for any reason to terminate the Order in whole or in part by giving the Supplier written notice whereupon all work on the Order shall be immediately discontinued and the Purchaser shall refund the Supplier all direct and reasonable costs sustained before the termination to perform its obligations to perform the Order, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 17.2** The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Order forthwith if:

- 17.2.1 the Supplier commits a material breach of any of the General Purchasing Conditions or additional terms within the Purchase Order (for the avoidance of doubt, breach of provisions in clause 16 shall be deemed material for the purposes of this clause); or,
- 17.2.2 any distress, execution or other process is levied upon any of the assets of the Supplier; or,
- 17.2.3 the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or,
- 17.2.4 the Supplier ceases or threatens to cease to carry on its business; or
- 17.2.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of the Purchaser the capability of the Supplier adequately to fulfil its obligations under the Order has been placed in jeopardy.
- 17.3** The termination of the Order, however arising, shall be without prejudice to the rights and duties of the Purchaser accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.
- 17.4** If a Force Majeure event has the effect of preventing or delaying the performance of the Supplier's obligations for a continuous period of thirty (30) Calendar Days or more, then the Purchaser shall have the right by written notice to the Supplier to terminate the Agreement immediately without having any liability to the Supplier except in respect of that part of the Supplies already delivered to and accepted by the Purchaser prior to such termination.

18 Insurance

- 18.1** The Supplier shall conclude and maintain with insurers of recognized reputation and security adequate insurance policies to cover its liabilities under the purchase orders issued by the Purchaser. At a minimum, Supplier shall maintain a General Third-Party Liability Insurance for an amount of no less than 2.000.000 (two million) GBP per occurrence and in the yearly aggregate. The Supplier shall also conclude and maintain Product Liability Insurance. The limit of coverage of such insurance shall be not less than 5.000.000 (five million) GBP per occurrence and 10.000.000 (ten million) GBP in the yearly aggregate.
- 18.2** The Supplier shall provide certificates of such insurances on request of the Purchaser at any time.

19 Final Provisions

The formation, existence, construction, performance, validity, and all aspects of the General Purchasing Conditions shall be governed by English law and the Parties submit to the exclusive jurisdiction of the English courts.

- 19.1** Place of venue for all disputes arising from the business relationship as governed by these General Purchasing Conditions shall be London. The Purchaser is furthermore entitled to file a claim against the Supplier at any other place of general or special jurisdiction.
- 19.2** The Supplier shall not be entitled to assign the Order or any part of it without the prior written consent of the Purchaser.
- 19.3** The Purchaser may assign the Order or any part of it to any person, firm, or company.
- 19.4** Each right or remedy of the Purchaser under these General Purchasing Conditions is without prejudice to any other right or remedy of the Purchaser whether under the General Purchasing Conditions or not.
- 19.5** If any provision of the General Purchasing Conditions is found by any court, tribunal, or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable, or unreasonable it shall, to the extent of such illegality, invalidity, void, voidable, unenforceability or unreasonableness, be deemed severable and the remaining provisions of the General Purchasing Conditions and the remainder of such provision shall continue in full force and effect.
- 19.6** Failure or delay by the Purchaser in enforcing or partially enforcing any provision of the General Purchasing Conditions shall not be construed as a waiver of any of its rights under the General Purchasing Conditions.
- 19.7** Any waiver by the Purchaser of any breach of, or any default under, any provision of the General Purchasing Conditions by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the General Purchasing Conditions.
- 19.8** The Parties to the General Purchasing Conditions do not intend that any term of the General Purchasing Conditions shall be enforceable by virtue of the General Purchasing Conditions (Rights of Third Parties) Act 1999 by any person that is not a party to it
- 19.9** Changes and amendments to these General Purchasing Conditions as well as side agreements require the written form. This shall also apply to any waiver of this written-form clause.
- 19.10** If any of the above provisions should be or become ineffective, the validity of the remaining provisions shall remain unaffected. The Parties hereto are obliged to agree upon a provision to replace the ineffective provision that approximates as closely as possible the economic intent of the ineffective provision.