GLENAIR UK LIMITED

TERMS AND CONDITIONS OF PURCHASE

These terms and conditions shall govern the purchase of all goods and services sold to Glenair UK Limited ("**Glenair**") by the seller of such goods and services (the "**Supplier**").

1. Interpretation

1.1 In these terms and conditions of purchase the following expressions will have the following meaning unless inconsistent with the context:

Definitions:

Business Day	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business;
Business Hours	the period from 9.00 am to 5.00 pm on any Business Day;
Commencement Date	has the meaning given in clause 2.2;
Contract	the contract between Glenair and the Supplier for the supply of Goods or Services or Goods and Services in accordance with these Terms;
Control	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly;
Glenair Materials	has the meaning set out in clause 5.3(i);
Deliverables	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
Delivery Location	has the meaning given in clause 4.2(b);

Goods	the goods (or any part of them) set out in the Order;
Goods Specification	any specification for the Goods, including any related plans and drawings, that is agreed in writing by Glenair and the Supplier;
Intellectual Property Rights	patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;
Order	Glenair's order for the supply of Goods and/or Services, as set out in Glenair's purchase order form or in Glenair's written acceptance of the Supplier's Quotation, as the case may be;
Relevant Policies	as defined in Schedule 1;
Relevant Requirements	as defined in Schedule 1;
Services	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;
Service Specification	the description or specification for Services agreed in writing by Glenair and the Supplier;
Supplier	the person or firm from whom Glenair purchases the Goods and/or Services;
Supplier Quotation	a quotation or proposal submitted to Glenair by the Supplier for the purchase of the Goods and/or Services by Glenair;
Terms	these terms and conditions as amended from time to time in accordance with clause 17.13.

1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.3 A reference to a party includes its successors and permitted assigns.

1.4 A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

1.5 Any words following the terms including, include, in particular, for example or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6 A reference to writing or written excludes fax but includes email.

2. Basis of contract

2.1 The Supplier's Quotation shall constitute an offer by the Supplier to sell the Goods and/or Services to Glenair in accordance with these Terms.

2.2 The Supplier's Quotation shall be deemed to be accepted on Glenair issuing an Order to the Supplier, at which point and on which date, the Contract shall come into existence on the terms and conditions set out in these Terms (the "**Commencement Date**").

2.3 These Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.4 All of these Terms shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:

(a) correspond fully with their description and any applicable Goods Specification;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by Glenair, expressly or by implication, and in this respect Glenair relies on the Supplier's skill and judgement;

(c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and

(e) shall not contain any ozone depleting substances.

3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under each Contract in respect of the Goods.

3.3 Glenair may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

3.4 If following such inspection or testing Glenair considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.1, Glenair shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Glenair may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4. Delivery of Goods

4.1 The Supplier shall ensure that:

(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), any special storage instructions and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

(c) it states clearly on the delivery note any requirement for Glenair to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

(a) on the date specified in the Order or, if no such date is specified, then within 14 days of the date of the Order unless otherwise specified by Glenair, and time is of the essence in relation to those delivery dates;

(b) to the location specified in the Order or such other location as is instructed by Glenair before delivery (the "**Delivery Location**"); and

(c) during Business Hours or as instructed by Glenair.

4.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

4.4 If the Supplier:

(a) delivers less than 95% of the quantity of Goods ordered, Glenair may reject the Goods or require the Supplier to credit the price paid by Glenair for the missing Goods to its account for future orders; or

(b) delivers more than 100% of the quantity of Goods ordered, Glenair may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and Glenair accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.5 The Supplier shall not deliver the Goods in instalments without Glenair's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle Glenair to the remedies set out in clause 6.1.

4.6 Title and risk in the Goods shall pass to Glenair on completion of delivery.

5. Supply of Services

5.1 The Supplier shall from the date set out in the Order, and for the duration of the Contract, supply the Services to Glenair in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or that Glenair notifies to the Supplier, and time is of the essence in relation to any of those performance dates.

5.3 In providing the Services, the Supplier shall:

(a) co-operate with Glenair in all matters relating to the Services, and comply with all instructions of Glenair;

(b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

(d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that Glenair expressly or impliedly makes known to the Supplier;

(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services, unless otherwise agreed with Glenair in writing;

(f) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to Glenair, will be free from defects in workmanship, installation and design;

(g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;

(h) observe all health and safety rules and regulations and any other security requirements that apply at any of Glenair's premises;

(i) hold all materials, equipment and tools, drawings, specifications and data supplied by Glenair to the Supplier (the "**Glenair Materials**") in safe custody at its own risk, maintain Glenair Materials in good condition until returned to Glenair, and not dispose of or use Glenair Materials other than in accordance with Glenair's written instructions or authorisation;

(j) not do or omit to do anything which may cause Glenair to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that Glenair may rely or act on the Services; and

(k) comply with any additional obligations as set out in the Service Specification.

6. Glenair remedies

6.1 If the Supplier fails to deliver the Goods or perform the Services, delivers any Goods which do not comply with the undertakings set out in clause 3.1 or supplies any Services that do not comply with the requirements of clause 5.3(d) (each a "**Supplier Breach**"), Glenair shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

(a) terminate the Contract with immediate effect by giving written notice to the Supplier;

(b) refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;

(c) recover from the Supplier any costs incurred by Glenair in obtaining substitute goods or services from a third party;

(d) require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and

(e) claim damages for any additional costs, loss or expenses incurred by Glenair which are in any way attributable to the Supplier Breach.

6.2 These Terms shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier under this clause.

6.3 Glenair's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7. Glenair's obligations

7.1 Glenair shall:

(a) provide the Supplier with such access at all reasonable times to Glenair's premises as is strictly necessary for the purpose of delivering

the Goods and/or providing the Services, provided always that the Supplier complies with any health and safety, security and any other policies in place relating premises at all times; and

(b) provide such necessary information for delivery of the Goods and/or provision of the Services as the Supplier may reasonably require.

8. Charges and payment

8.1 The price for the Goods:

(a) shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and

(b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by Glenair.

8.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by Glenair, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

8.3 In respect of the Goods, the Supplier shall invoice Glenair on or within 5 days of delivery completion. In respect of Services, the Supplier shall invoice Glenair on completion of the Services unless otherwise agreed between the parties. Each invoice shall include such supporting information as is required by Glenair to verify the accuracy of the invoice, including the relevant purchase order number.

8.4 In consideration of the supply of Goods and/or Services by the Supplier, Glenair shall pay the invoiced amounts within 30 days of the end of the month following the month in which it receives a correctly rendered invoice, to a bank account nominated in writing by the Supplier.

8.5 All amounts payable by Glenair under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to Glenair, Glenair shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

8.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow Glenair to inspect such records at all reasonable times on request in order to allow Glenair to verify any invoice submitted by the Supplier.

8.7 Glenair may at any time, without notice to the Supplier, set off any liability of the Supplier to Glenair against any liability of Glenair to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, Glenair may convert either liability at a

market rate of exchange for the purpose of set-off. Any exercise by Glenair of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

9. Intellectual property rights and Glenair Materials

9.1 The Supplier shall hold all materials, equipment and tools, drawings, specifications and data supplied by Glenair to the Supplier (the "**Glenair Materials**") in safe custody at its own risk, maintain Glenair Materials in good condition until returned to Glenair, and not dispose of or use Glenair Materials other than in accordance with Glenair's written instructions or authorisation;

9.2 All Intellectual Property Rights in or arising out of or in connection with the Goods and/or Services (other than Intellectual Property Rights in any Glenair Materials) shall be owned by the Supplier or the relevant third party from whom the Supplier derives the right to use such Intellectual Property Rights.

9.3 The Supplier grants to Glenair, or shall procure the direct grant to Glenair of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Goods and the Deliverables (excluding Glenair Materials) for the purpose of receiving and using the Goods, Services and Deliverables.

9.4 Glenair grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify Glenair Materials during the term of the Contract for the purpose of providing the Goods and/or Services to Glenair.

9.5 The Supplier acknowledges that all rights in Glenair Materials are and shall remain the exclusive property of Glenair.

10. Indemnity

10.1 The Supplier shall indemnify Glenair against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by Glenair arising out of or in connection with:

(a) any claim made against Glenair for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services and Deliverables (excluding any Glenair Materials);

(b) any claim made against Glenair by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and

(c) any claim made against Glenair by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

10.2 This clause 10 shall survive termination of the Contract.

11. Insurance

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on Glenair's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12. Confidentiality and publicity

12.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

12.4 The Supplier shall not use Glenair’s name or branding in any promotional material, marketing material, similar material or announcements without the prior written consent of Glenair.

13. Compliance with relevant laws and policies

13.1 In performing its obligations under the Contract, the Supplier shall:

(a) comply with all applicable laws, statutes, regulations and codes from time to time in force; and

(b) comply with the Relevant Requirements and Relevant Policies.

14. Termination

14.1 Without affecting any other right or remedy available to it, Glenair may terminate the Contract:

(a) with immediate effect by giving written notice to the Supplier if:

(i) there is a change of Control of the Supplier; or

(ii) the Supplier commits a breach of clause 13 or Schedule 1;

(b) for convenience by giving the Supplier 30 days written notice.

14.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract and either the breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of 30 days after being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

15. Consequences of termination

15.1 On termination of the Contract, the Supplier shall immediately deliver to Glenair all Deliverables whether or not then complete, and return all Glenair Materials. If the Supplier fails to do so, then Glenair may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

15.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

15.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 90 days, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

17. General

17.1 Glenair may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

17.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Glenair.

17.3 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of Glenair. If Glenair consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

17.4 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

(a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(b) sent by email to the address or addresses set out in the Order, or such other addresses as are notified by one party to the other from time to time.

17.5 Any notice shall given to a party under or in connection with the Contract shall be deemed to have been received:

(a) if delivered by hand, at the time the notice is left at the proper address;

(b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

17.6 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

17.7 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 17.7 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

17.8 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

17.9 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

17.10 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

17.11 The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

17.12 The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

17.13 Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and Terms, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

18. Governing law and jurisdiction

18.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

18.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 - Relevant Requirements and Relevant Policies

1. The Supplier shall, and shall procure that all persons associated with it or other persons who are involved in or connected (directly or indirectly) with the supply of the Goods and/or Services under a Contract shall:

   (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 or any amendments or re-enactment thereof (the "**Relevant Requirements**");

   (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

   (c) comply with Glenair's Ethics, anti-bribery and anti-corruption policies, in each case as Glenair may update them from time to time (the "**Relevant Policies**");

   (d) not do, or omit to do, any act that may cause Glenair to be in breach of any of the Relevant Requirements or Relevant Policies;

   (e) promptly report to Glenair any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract;

   (f) have and maintain in place through the Term its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and the provisions of this Schedule 1;

   (g) if requested, provide Glenair with any reasonable assistance, at Glenair's reasonable cost, to enable Glenair to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Relevant Requirements or Policies; and

   (h) within 7 days of the Commencement Date, certify to Glenair, in writing signed by an officer of the Supplier, compliance with this Schedule 1 by the Supplier and all persons associated with it or other persons who are involved in or connected (directly or indirectly) with the sale of Goods and/or Services under the Contract. The Supplier shall supply such supporting evidence as Glenair may reasonably request.

2. The Supplier shall ensure that where any of the Goods supplied contain conflict minerals, such conflict minerals are not from a known source of conflict and shall provide a certificate of conformity or advice note to state the same.

3. The Supplier shall ensure that the Goods supplied do not contain any bogus or counterfeit parts and Glenair shall have the right to destroy any parts that it discovers are counterfeit without liability to the Supplier.

4. The Supplier shall indemnify Glenair against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, Glenair as a result of any breach of this Schedule 1 by the Supplier.

5. The Supplier shall keep at its normal place of business detailed, accurate and up to date records and books of account showing all payments made by the Supplier in connection with the Contract and the steps taken by the Supplier to comply with the Relevant Requirements, the Relevant Policies and this Schedule 1.

6. The Supplier shall permit Glenair and its third party representatives, on reasonable notice during Business Hours (but without notice in the case of any reasonably suspected breach of this Schedule 1) to access and take copies of the Supplier's records and any other information held at the Supplier's premises and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this Schedule 1. Such audit rights shall continue for 3 years after termination or expiry of the Contract.

7. The Supplier warrants and represents that:

   (a) its responses to any anti-bribery and anti-corruption due diligence enquires sent to it by Glenair shall be complete and accurate;

   (b) neither the Supplier nor any of its officers, employees or other persons associated with it:

      (i) have been convicted of any offence involving bribery, corruption, fraud or dishonesty;

      (ii) have been, or are, the subject of any investigation or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or

      (iii) have been or is listed by any governmental agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government orders;

   (c) none of the officers or employees of the Supplier or any person associated with it or any other person who is involved in or connected (directly or indirectly) with the sale of Goods or Services under the Contract is a foreign public officer; and

   (d) no foreign public officer owns a direct or indirect interest in the Supplier or any person associated with it or any person for whom the Supplier is responsible and no public official has any legal or beneficial interest in any payments made by Glenair under the Contract.

8. The Supplier shall promptly notify Glenair if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in paragraph 5 at the relevant time.

9. For the purpose of this Schedule 1, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively.