AMPHENOL LTD STANDARD TERMS AND CONDITIONS OF SALE

DEFINITIONS

The 'SELLER' means AMPHENOL LTD of Thanet Way, Whitstable, Kent.
The 'BUYER' means any person, firm or company purchasing the goods and/or services supplied by the Seller.
'CONTRACT' means any contract between the Seller and the Buyer for the sale and purchase of goods and/or services to be supplied by the Seller incorporating these conditions.

PREVAILING CONDITIONS

All Contracts between the Seller and the Buyer for the supply of goods and/or services by the Seller shall be subject to and incorporate in their entirety, these conditions, all other terms and conditions whatsoever, being expressly excluded unless specifically accepted in writing and duly signed by the Seller. The Seller is not willing to contract other than on these conditions and any printed or standard conditions which appear or are referred to on any documents emanating from the Buyer, including those generated from the access or use of websites, are to have no legal effect whatsoever (and the Buyer waives any right which it might otherwise have to rely on such terms and conditions).

UNFAIR CONTRACT TERMS

The Seller has drawn up these Conditions of Sale in the light of the Unfair Contract Terms Act 1977 as amended, and considers them to be fair and reasonable and its prices are based on contracts made on these conditions. If the Buyer considers these terms to be unreasonable, he must inform the Seller in writing before any contract is made, otherwise he will be deemed to have accepted that the Seller's Conditions are fair and reasonable.

FORMATION OF CONTRACT

Each order for goods and/or services by the Buyer to the Seller shall be deemed to be an offer by the Buyer to buy the goods and/or services subject to these terms and conditions. No such order shall become binding on the Seller until it has been expressly accepted by the Seller in writing. [For the avoidance of doubt, an acceptance by the Buyer of a quotation provided by the Seller shall be treated as an order by the Buyer.]

VARIATION OF CONTRACT

No alteration to this Contract or any of these conditions shall be binding on the Seller unless agreed in writing.

QUOTATIONS AND PRICING

The price of the goods and/or services will be the price stated in the order accepted by the Seller. Where no price is stated the price of the goods and/or services shall be that listed in the Seller's price list current as at the date on which the order is accepted by the Seller. The quoted price may, unless otherwise stated in the quotation, be varied by the Seller at any time before delivery in accordance with cost variations, including, without limitation, variations in the cost to the Seller of supplies, energy, gas, petrol, transport, materials, labour, operation of transport, including those consequent upon fluctuation in exchange rates, any direct or indirect Customs and Excise duties import and/or export duties or any other taxes, tariffs and surcharges levied or imposed in any country, any change in delivery dates, quantities or specifications for the goods and/or services which is requested by the Buyer and any failure by the Buyer to comply with its obligations under the paragraph entitled 'Buyer Obligations' below. The minimum order shall in any event be £250 excluding [VAT] delivery and any set up or tooling charges and the minimum delivery value will be £100 [excluding VAT].
Any quotations issued by the Seller may be withdrawn at any time before receipt of the Buyer's acknowledgement in writing and every quotation shall be deemed to be withdrawn if acknowledgement is not received within 30 days from the date thereof unless prior agreement between the Seller and Buyer has been authorised in writing. The Seller reserves the right to revise the price after issuance to reflect any significant increases that may have occurred. Prices assume that the total units will be delivered within a four-month timeframe of order acknowledgment. If deliveries are scheduled out further, then item pricing is subject to change.
All prices for services exclude expenses incurred by the Seller in providing the services and the Buyer will reimburse the Seller for all such expenses (including, but not limited to, travel and subsistence).
Special carriage and/or packaging requested by the Buyer will be charged at cost unless other terms are agreed for any order.
The price for the goods and/or services and any other amounts payable by the Buyer are expressed exclusive of value added tax or other sales tax.

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DELIVERY

Unless otherwise agreed in writing by the Seller, delivery of the goods shall take place FCA (Incoterms 2020) at the Seller's place of business. The Buyer shall bear the full cost and risk of carriage, insurance and any other charges relating to shipment/transportation, including a reasonable administration fee. The Buyer is responsible for testing and inspection of the goods at the Seller's premises before shipment/transportation, whether delivery operates under FCA Incoterms or otherwise, and the Seller will have no liability for any claim in respect of any defect in the goods which would have been apparent on inspection, but which is only discovered after shipment/transportation, or in respect of any damage during transit. Where the Seller agrees to deliver the goods otherwise than at the Seller's premises, the Seller shall be under no obligation under section 32(2) of the Sale of goods Act 1979. The Buyer shall provide at the final destination point and at its expense adequate and appropriate equipment and manual labour for loading/unloading the goods. Testing and inspection may be undertaken and certified, at Seller's premises, by the Seller if so agreed in writing by the Buyer. All goods will be deemed accepted unless Buyer notifies Seller of rejection within three days of delivery. Buyer may reject the goods only for material non-conformities to the warranties expressed hereunder.

Where the Seller ships the goods direct from an affiliated company outside of the United Kingdom to the Buyer premises within the United Kingdom, unless the Seller agrees otherwise, delivery of the goods shall take place DAP (UK port). Title and Risk in the goods shall pass to the Buyer upon delivery.

Any delivery date quoted is not guaranteed nor is the time quoted for delivery a condition of the Contract.

The Seller will use its reasonable endeavours to meet any delivery dates but, subject to having used its reasonable endeavours, it will not be liable for any failure to meet a delivery date nor for any direct, indirect or consequential loss of any kind arising from a delay in delivery howsoever caused. Goods and/or services may be delivered by the Seller in advance of any specified delivery date upon the Seller giving reasonable notice to the Buyer.

The Buyer has 14 days from invoice date to inform the Seller of any discrepancy in the quantity of goods delivered and charged for. The quantity of any consignment of goods as recorded by the Seller on dispatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer unless the Buyer can provide conclusive evidence to the contrary. The Seller reserves the right to despatch and invoice and be paid for more or less than the quantity specified within a margin of 10%.

Unless the Contract provides to the contrary, the Seller may deliver by installments.

Where delivery is to be made by installments, each installment shall be treated as a separate contract and delay, default or non-delivery in respect of any installment on the part of the Seller, shall not entitle the Buyer to cancel the remainder of the contract.

Without prejudice to the other rights and remedies of the Seller under the Contract or otherwise, failure by the Buyer to pay for any installment or delivery when payment is due or where the Seller has reasonable grounds to determine that the Buyer shall be unable to pay for the Goods the Seller shall be entitled to withhold further deliveries and suspend the Buyers credit facilities.

Without prejudice to the other rights and remedies of the Seller under the Contract or otherwise, if the Buyer fails to accept delivery of any goods when tendered or in event of any shipment of delivery of goods being delayed at the Buyers request or in any event of the Buyer failing to make payment for goods when it is due, the Buyer shall be liable to the Seller for all additional or excess handling, storage, or other charge whatsoever incurred by the Seller in relation to any such goods delivery of which the Seller is then entitled to withhold.

Without prejudice to its other rights and remedies, the Seller shall have right, at its discretion, to continue deliveries in circumstances where the Buyer has failed to pay for or take delivery of the goods in accordance with the Contract.

Where any circumstances whatsoever beyond the control of the Seller may hinder or delay delivery, the Seller shall not be liable in any way for its inability to make delivery.

BUYER OBLIGATIONS

The Buyer will:

(1) make full disclosure to the Seller of all information and/or material including but not limited to Export documentation that the Seller reasonably requires in order to perform its obligations under the Contract and ensure that any such information and/or material is true, accurate and complete in all respects;

(2) ensure that any such information and/or material is free from any defamatory or unlawful content and that it does not infringe any rights (including intellectual property rights) of any third party;

(3) ensure that any such information and/or material is provided within sufficient time to enable the Seller to supply the goods and/or services in accordance with the Contract; and

(4) give such co-operation and access to the Buyer's premises as the Seller may reasonably require from time to time in order to perform its obligations under the Contract.

PAYMENT TERMS

The Buyer is liable to pay for all goods and/or services (including without limitation VAT and other sales tax and expenses) supplied to him by the Seller on or before the 30th day following the date of the invoice or in accordance with any individual settlement terms agreed in writing with the Seller and time shall be of the essence of this condition. The Seller shall be entitled to invoice the Buyer for the price of the goods, together with any delivery charges and applicable VAT or other sales tax, on or at any time after delivery or shipment of the goods (whichever is the earlier), unless the Buyer wrongfully fails to take delivery of the goods, in which case the Seller will be entitled to invoice the Buyer for such sums at any time after the Seller has tendered delivery of the goods. The Seller will be entitled to invoice the Buyer for the price of the services, together with all expenses incurred by the Seller in providing the services and any applicable VAT or other sales tax, on the dates specified in the Contract, or where no such dates are specified, either on completion of the services or at any time after the end of each calendar month in respect of services provided during that month, whichever is earlier.

If payment is not made on the due date for payment, the Seller shall be entitled (without prejudice to any other right or remedy it may have) to charge interest on the amount due from that date until the date of payment in full (whether before or after judgement) at 10% over Barclays Bank Base Rate in force for the time being.

The Seller reserves the right to alter the terms for payment which it allows to any class of or individual purchaser without notice and after such change of terms, the terms allowed shall be those current at the date of despatch of the goods by the Seller.

The Buyer shall not be entitled to the benefit of any set-off to which he might be otherwise entitled in Law or in Equity. All sums payable under this Contract will be payable without any counterclaim or deductions and the Seller shall be entitled in the event of non-payment, to obtain and enforce judgement thereon without any stay of execution pending the determination of any cross claim by the Buyer.

Where a tooling charge is shown as a separate item, half the amount is payable when placing the order and the balance upon approval of samples. All tools remain the property of the Seller unless otherwise agreed in writing.

SELLERS PERFORMANCE AND EXCLUSIONS

If the Buyer shall allege that any goods are not of satisfactory quality or are otherwise defective, the Buyer shall not make any claim upon or commence any proceedings against the Seller unless and until the Buyer shall first have given the Seller the opportunity, over a period of not less than 28 days, for the Seller (at the Seller's discretion) to procure that the goods are rectified or replaced. The Seller warrants that the Goods will be of satisfactory quality and to the agreed specification at the time of delivery. The Seller warrants that it will provide the services using all reasonable care and skill and as far as reasonably possible, in accordance with the Seller's specification. In respect of any claim by the Buyer alleging that the Seller has failed to provide certain services in accordance with the Contract or any other duty owed by the Seller to the Buyer, or has failed to provide them at all, that claim is to be notified in writing to the Seller within six 6) months of the date on which the Services in question were provided and the Seller is to be given a reasonable opportunity to remedy the failure (if any) in question), failing which all liability on the Seller's part in respect of such failure is excluded.

Where the Seller sells goods or services which are not to its standard specification and relies upon the Buyer supplying all necessary relevant and accurate particulars and information, the Seller shall not be liable for any alleged non-compliance, loss or damage to the Buyer or its customers resulting from any error or omissions contained or missing in such particulars and information provided. The Buyer will indemnify, keep indemnified and hold harmless the Seller against any claim, loss, injury or damage to any property real or personal (including the Seller's property), insofar as such claim, loss, injury or damage results from any act, omission, negligence or default of the Buyer in the course of or arising from the performance of this Agreement.

The Seller gives no additional warranties, whether express or implied, as to materials, workmanship, performance, design or specification, suitability for any particular purpose or any other aspect of the services or goods, their characteristics or behaviour except that a good title is warranted to the goods and that the liability for death or personal injury as a result of the Seller's negligence and liability under the Consumer Protection Act 1987, may not be excluded or limited

The Buyer shall, as required by the Seller, accept delivery of equivalent goods or an equivalent note for the price thereof from the Seller in full and final satisfaction of all claims whatsoever it may have as a result of any shortage in delivery.

The Buyer shall, as required by the Seller, accept (at the Seller's discretion) repair or replacement at the Seller's expense of damaged or defective goods or goods lost or stolen in transit (where the Seller has agreed to deliver the goods to a location

other than the Sellers place of business) or a credit note for the price thereof in full and final satisfaction of all claims whatsoever which the Buyer may have against the Seller hereunder.

The Seller shall, in no circumstances, be liable, whether in contract, tort or otherwise, for any loss of profits, loss of contract, damage to reputation, loss of anticipated savings, loss of anticipated revenues, loss of goodwill, loss of other economic advantage, indirect, special consequential or incidental loss or damage) arising out of or in connection with the Contract including without limitation from breach of any of its obligations from the supply of or intended use of the goods and/or services or from its negligence, even if the Seller has previously been advised of the possibility of such loss or damage occurring.

The Buyer shall have no claim whatsoever against the Seller in respect of the goods supplied (except only that liability for death or personal injury may not be limited or excluded by any contract term) as follows:

(1) If the Buyer fails to give notice of any defect to the Seller within the earlier of 10 days of the discovery of the fault and 6 months from delivery date; or

(2) If the Buyer fails to give any other notice required hereby within the time specified; or

(3) If the goods have been repaired or altered by anyone other than the Seller or subject to mis-use, neglect, willful damage, inappropriate storage or handling conditions or accident; or

(4) arising from any drawing, design or specification supplied by the Buyer; or

(5) arising at any time after delivery to the Buyer from any fair wear and tear; or

(6) if the total price for the goods has not been paid by the due date for payment.

The Seller shall not be liable in any event for errors in drawings or samples after they have been approved by the Buyer and may rely on all information supplied by the Buyer.

The property in defective (replaced) goods vests with the Seller.

Unless otherwise expressly provided in the Agreement, Seller does not warrant: (i) the adequacy of the specifications provided by Buyer; (ii) design; (iii) that Seller or the goods are certified or approved by any entity or organization or are in compliance with any industry standards, guidelines or procedures; or (iv) the goods will comply with the requirements of any safety or environment code or regulation of any federal, state, municipality or other jurisdiction. Buyer affirms that it has not relied upon Seller's skill nor judgment to select or furnish the goods for any particular purpose beyond the specific express warranties in the Contract and that any design provided by Seller is based on information provided by Buyer. Seller provides no warranty as to prototype goods or as to goods used by Buyer in any program or application other than the specific program identified in Seller's order acknowledgment.

EXCLUSIVE REMEDIES, LIMITATION OF LIABILITY, INDEMNITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, SELLER'S TOTAL LIABILITY FOR ANY CLAIM OR DAMAGE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE, ARISING OUT OF AND/OR IN ANY WAY RELATED TO THESE TERMS OR THE MANUFACTURE, SALE OR DELIVERY OR USE OF SELLER'S GOODS OR SERVICES WILL BE LIMITED TO THE DIRECT DAMAGES BUYER ACTUALLY INCURS NOT TO EXCEED THE LESSER OF: (A) $500,000 OR (B) THE PURCHASE PRICE OF THE AFFECTED GOODS DURING THE SIX (6) MONTH PERIOD PRECEDING THE EVENT WHICH GAVE RISE TO SUCH LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN OR IN ANY OTHER WRITING, IN NO EVENT WILL SELLER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF USE, LOSS OF PROFIT, LINE DOWN COSTS OR CLAIMS OF THIRD PARTIES), HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR OTHERWISE, INCLUDING CLAIMS ALLEGING NEGLIGENCE OR GROSS NEGLIGENCE. THESE LIMITATIONS APPLY EVEN IF BUYER'S EXCLUSIVE REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

By accepting delivery of the goods ordered, Buyer agrees that it indemnifies and holds harmless Seller from and against all claims, loss, damage and liability, including without limitation for personal injury, property damage or commercial loss of whatever kind, directly or indirectly arising from or relating to the hazards inherent in Buyer's facilities or activities. Buyer assumes the risk and agrees to indemnify Seller against and hold Seller harmless from all liability relating to (i) assessing the suitability for Buyer's intended use of the goods and of any system design or drawing and (ii) determining the compliance of Buyer's use of the goods with applicable laws, regulations, codes and standards. Buyer retains and accepts full responsibility for all warranty and other claims relating to, or arising from, Buyer's products which include or incorporate goods or components manufactured or supplied by Seller. Buyer is solely responsible for any and all representations and warranties regarding the products made or authorized by Buyer. Buyer will indemnify Seller and hold Seller harmless from any liability, claims, loss, cost or expenses (including

reasonable legal fees) attributable to Buyer's products or representations or warranties concerning same. Neither Party shall have any indemnity obligation, whether by express or implied contract or implied by law, except as stated in this and in the Intellectual property Sections.

INTELLECTUAL PROPERTY

All drawings, specifications and copies of drawings are the copyright of the Seller and may not be copied or distributed without written permission from the Seller. All intellectual property rights subsisting on, in or in relation to the goods will belong (as between the Buyer and the Seller) to the Seller absolutely and no rights in such intellectual property are granted to the Buyer save for a non-exclusive licence to use or resell the goods for the purposes or in the manner contemplated by the Contract. All reports, software, data and other information, materials or items created or developed by the Seller in the course of providing the services ("the Works") together with all intellectual property rights subsisting on, in or in relation to the Works will belong (as between the Seller and the Buyer) to the Seller absolutely, and no rights in the Works are granted to the Buyer save for a non-exclusive licence to use such of the Works as are reasonably necessary for the purposes contemplated by the Contract. [The licences referred to above are granted strictly and subject to the condition that the Buyer will not decompile, copy, adapt or modify any software comprised in the goods and/or the Works].

RETURNS FOR CREDIT

The Seller disclaims liability for goods returned without the written consent of the Seller. Any goods approved for return must be advised in writing, quoting the Seller's invoice number and received by the Seller within 14 days of authorising the return. The Buyer shall be responsible for complying with all legislation and regulations whilst in transit to the Seller's premises. The Seller disclaims liability for any returns whilst in transit to the Seller. The Seller reserves the right to charge a reasonable handling charge where this is justified.

PROPERTY AND RISK

The risk in and title to the Goods shall pass to the Buyer on delivery in accordance with these Conditions.

RIGHT TO SUB-CONTRACT

The Seller shall be entitled to sub-contract any part of the Contract.

DISTRIBUTION

The Seller reserves the right to refer any order to its distribution network. Where the Seller refer such orders, any agreement reached between the Buyer and the Seller's distributors for the supply of goods and/or services is solely between the Buyer and our distributor and subject to the terms and conditions agreed between the Buyer and distributor and the Seller shall have no liability arising out of or in relation to the supply of goods and/or services by any of its distributors to the Buyer..

FORCE MAJEURE

If the Seller is prevented, hindered or delayed from making delivery of any goods or performing any services by reason of act of God, war, hostilities, civil disturbance, governmental restriction or regulation of any kind, strikes or industrial disputes or any cause of whatsoever nature beyond the Seller's reasonable control, the Seller will not be liable or deemed to be in breach of the Contract in respect of such delay or failure to perform and may give notice in writing to the Buyer either:

(1) Cancelling the Seller's outstanding obligations to deliver goods and/or services under the Contract which the Seller is prevented from delivering.

(2) Extending the time for delivery of those goods and/or services which the Seller is prevented from delivering by a period not exceeding 12 months.

INSTRUCTIONS FOR SAFE USE

Buyers are advised to read any instruction for safe use in the literature from which they selected the goods or supplied with the goods and to follow those instructions closely. If the Buyer has any difficulty interpreting those instructions, or is unsure as to the suitability of the product for his use, he should seek advice from the Seller prior to using the goods. It is the duty of the Buyer to convey instructions for safe use to his employees and to members of the public.

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ARBRITRATION

The Seller reserves the right to refer any dispute under this Contract to arbitration in accordance with the Arbitration Acts 1950 and 1996 with any statutory modifications thereof for the time being in force and the arbitrator shall be appointed by agreement between the parties, but nothing in this clause shall be taken as purporting to exclude the rights of either party to seek from the courts the ultimate decision on any question of law.

CANCELLATIONS

The Buyer shall not be entitled to cancel an order once accepted in whole or in part except by prior agreement with the Seller and against prior payment of a reasonable cancellation charge to be specified by the Seller. If the Buyer wishes to cancel a part of any order, the Seller, as a condition of consenting thereto, shall be entitled to require payment of an additional sum in respect of goods and/or services delivered to be specified by the Seller which shall ensure the payment to the Seller of the price which it would have quoted for the reduced volume of goods and/or services actually delivered.
The Seller will not accept return of the goods for credit or exchange unless previously agreed in writing, signed on behalf of the Seller.

SUSPENSION AND TERMINATION

This section applies if any one or more of the following events occurs, or has occurred prior to the date of the Contract and is continuing:-
(1) the Buyer commits a material breach of any of the provisions of the Contract;
(2) the Buyer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a firm) has one of its partners becomes bankrupt or (being a body corporate) enters administration or goes into liquidation.
(3) a security holder takes possession, or a receiver or administrative receiver is appointed, over all or any of the property or assets of the Buyer and/or
(4) the Buyer ceases, or threatens to cease, to carry on business;
(5) the Seller reasonably believes any of the events mentioned above is about to occur in relation to the Buyer;
(6) anything analogous to any of the foregoing occurs to the Buyer under the laws of any jurisdiction.

If any of the above applies the Buyer shall notify the Seller immediately and without prejudice to any other right or remedy available to the Seller:
(1) the Seller will be entitled to terminate the Contract or (without prejudice to its right to terminate subsequently) suspend any further delivery of goods, Works and/or further provision of services without any liability to the Buyer; and/or
(2) if any of the goods have been delivered and/or any of the services provided, but not paid for, the price applicable to those goods and/or services and any other sums due under the Contract will become immediately due and payable
(3) the Seller shall be entitled to charge the Buyer for the reasonable cost of work performed including the cost of raw materials and components acquired in performance of the Contract.

BUYERS INDEMNITY

The Buyer shall indemnify, keep indemnified and hold the Seller harmless against any loss, damage or expense suffered or incurred by the Seller and arising out of or in connection with any claim, action or demand alleging that the use of the Buyer's design specification or instruction of compliance therewith infringes the intellectual property rights (including without limitation patents, trademarks, design rights, copyright or other privileges) of any third party.

NON-SOLICITATION

For a period of 6 months after termination of the Contract, the Buyer will not directly or indirectly solicit any employee of the Seller to leave his or her employment with the Seller. For the purposes of this paragraph employee shall mean any [person] [senior employee or officer] who has worked for the Seller at any time within 6 months prior to the termination of the Contract and with whom the Buyer had personal dealings in connection with the Contract.

LAW

These conditions and any contract of which they form part shall be governed by and interpreted according to English Law, excluding its conflicts of law provisions, and subject to the Seller's right to refer any dispute under the Contract to arbitration the parties submit to the exclusive jurisdiction of the English courts.

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The uniform Law of International Sales shall not apply.

WAIVER
The rights and remedies of the Seller under the Contract shall not be diminished or extinguished by the granting of any indulgence, forbearance or extension of time by the Seller nor by any failure of or delay by the Seller in asserting or exercising any such rights or remedies. The rights and remedies provided under the Contract are cumulative and are additional to any rights or remedies provided by law.

SEVERANCE
If any provision in the Contract is declared void or unenforceable by any court or other body of competent jurisdiction, or is otherwise rendered so by any applicable law, that provision shall to the extent of such invalidity or unenforceability be deemed severable and all other provisions of the Contract not affected by such invalidity or unenforceability shall remain in full force and effect.

ASSIGNMENT
The Buyer shall not be entitled to assign, sub-contract or otherwise dispose of any of its rights or obligations under the Contract without the prior written consent of the Seller.

THIRD PARTY RIGHTS
Unless expressly stated in the Contract, nothing in the Contract shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

ENTIRE AGREEMENT
The Contract shall constitute the entire agreement and understanding, and shall supersede any previous agreement(s) between the parties in connection with the subject matter of the Contract. The Buyer acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon, and in connection with the Contract does not have any remedy in respect of any representation or other statement of promise of any nature whatsoever other than as expressly set out in the Contract. Nothing in the Contract shall operate to limit or exclude any liability for any fraudulent misrepresentation or for any other matter in respect of which liability cannot lawfully be limited or excluded.

EXPORT COMPLIANCE
Where the supply of goods and/or services are subject to export controls the Buyer agrees to be bound by all relevant regulations, which also includes the US regulations International Traffic in Arms (ITAR) and Export Administration Regulations (EAR).
The Buyer shall comply with all export laws and where required obtain all relevant licences, permits or other authorizations required to transfer (including in-country transfer), export or re-export of any goods and/or related technology.
The Buyer is prohibited from exporting, re-exporting to any country or entity subject to UK, UN, EU or OSCE (Organisation for Security and Cooperation in Europe) sanctions or embargoes.
The Buyer shall not use the goods for any purpose associated with chemical, biological or nuclear weapons or missile capable of delivering such weapons, nor will the goods be resold if the Buyer knows or suspects that the goods are intended or likely to be used for such purposes.
The Buyer shall not use the goods or any replica of them in any nuclear explosive activity or unsafeguarded nuclear fuel cycle.
The Buyer shall promptly provide all information and documentation reasonably requested by Seller to assist Seller in complying with its obligations in exporting goods pursuant to applicable export control laws. Contracts will not be acknowledged until this documentation is received. The Seller cannot export any goods without a valid original end-user statement. Where appropriate the Seller reserves the right to invoice for the goods on the requested delivery date if all documentation required to export has not been received.

GDPR – Data Protection Privacy Policy
The Seller may process information in accordance with its Privacy Policy for legitimate business interests. This Privacy Policy can be found on our website at www.amphenol.co.uk . The protection and security of the Buyer's personal business

data is important to us. The Privacy Policy explains how we collect, use, share and protect personal business data which form part of these Terms and Conditions.

CONFIDENTIALITY

The Parties agree that any information marked as “confidential”, “proprietary” or similar legend shall be the property of the disclosing party and the receiving party shall not disclose such information to any third party excluding its affiliated companies, subcontractors or professional advisors and shall only be used for legitimate purposes relating to this Contract.

COMPLIANCE REQUIREMENTS AND FLOWDOWNS

The Buyer shall notify the Seller in writing of any laws, regulations, standards or other requirements that the Buyer requires the Seller to specifically comply with in relation to the Goods and/or Services, including any Buyer specific, governmental or flow-down requirements, and shall promptly notify the Seller in writing of any changes, amendments or additions to such requirements during the term of the Contract. Such requirements may include, without limitation, DEFCONs, DEFFORMs, FAR, DFARS, information security, cybersecurity or AI requirements. The Buyer shall indemnify and hold the Seller harmless against any loss, cost, liability or claim arising from the Buyer’s failure to notify or late notification of any such requirement.

No DEFCON, FAR/DFARS or other statutory or Buyer specific compliance or flowdown requirements shall apply to the Seller unless such requirements are expressly identified in the relevant order, provided or made available to the Seller, and expressly accepted in writing by the Seller, and no such requirement shall be implied by law, trade custom, practice or course of dealing. Any such requirements shall apply only to the extent that they are directly applicable to the Goods and/or Services and reasonably capable of performance by the Seller and its subcontractors. The Seller shall only be required to impose compliance obligations on its subcontractors to the extent necessary to ensure compliance with applicable laws and regulations and limited to those requirements which are relevant to the subcontracted scope and reasonably capable of performance. No general or blanket obligation to flow down Buyer or DEFCON, FAR/DFARS requirements shall apply. The Seller shall not be required to accept or flow down any provision imposing liability, indemnity, audit, access, intellectual property, security, cyber, warranty, liquidated damages or other obligations beyond those expressly agreed under the Contract, unless expressly accepted in writing by the Seller. Any flowdown requirement shall, in all cases, be applied in a proportionate manner, having regard to the Seller’s role in the supply chain and the nature and scope of the Goods and/or Services.

Where any such requirement is agreed, Seller shall be entitled to an appropriate adjustment to the Price, delivery schedule and/or other contractual terms. If the parties are unable to agree on such adjustment within a reasonable period, the Seller shall be entitled to decline the relevant requirement or, at the Seller’s option, terminate the affected order without liability.