1 Definitions and interpretation

1.1 The definitions and rules of interpretation set out in clause 1919.1 apply to the Contract.

2 Basis of contract

2.1 FAL's Order shall constitute FAL's acceptance of the Supplier's offer to supply the Goods or Services described in the Order in accordance with these Conditions.

2.2 The date on which FAL issues its Order shall be the date on which the Contract shall come into existence (**Commencement Date**).

2.3 **These Conditions 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. FAL does not contract on any terms and conditions provided by a Supplier unless expressly agreed in writing by a director of FAL which expressly references this clause 2.3.** Therefore, no contractual terms appearing on any quotation, scope of works, order acceptance, delivery form, invoice or other document or letter issued by the Supplier or other description of the Goods or Services submitted by the Supplier shall form part of the Contract.

2.4 FAL shall be entitled to amend or cancel an Order at any time without any liability to the Supplier provided that such amendment or cancellation does not fall within the period specified in the Order or, if no period is specified, twelve (12) weeks prior to the Delivery Date (the **"Cancellation Window**"). If FAL amends or cancels an Order outside of the Cancellation Window, its liability to the Supplier shall be limited to payment to the Supplier of all direct, documented costs reasonably and properly incurred by the Supplier in fulfilling the Order up until the date of receipt of the notice of amendment or cancellation, except that where the amendment or cancellation results from the Supplier's failure to comply with its obligations under this Contract, FAL shall have no liability to the Supplier in respect of it.

3 Supply of Goods

3.1 The Supplier shall supply such quantities of the Goods as detailed in the Order.

3.2 The Supplier warrants and undertakes that the Goods shall:

3.2.1 correspond with their description and any applicable Goods Specification;

3.2.2 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 FAL, expressly or by implication, and in this respect FAL relies on the Supplier's skill and judgement;

3.2.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery (or such longer period as may be referred to in the Order);

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

3.2.5 such warranties shall survive any inspection, delivery, acceptance or payment by FAL of the Goods or services and shall extend to FAL, its successors, assigns, customers or users of its products.

3.3 The Supplier shall provide to FAL all information and documentation, including but not limited to supply chain data, necessary for FAL to comply with all product and export regulatory requirements applicable to FAL.

3.4 FAL 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. If following such inspection or testing FAL considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 3.2, FAL shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. FAL may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 Delivery of Goods

4.1 The Supplier shall deliver the Goods carriage and duty paid and fully insured at its own cost to the Delivery Address during normal business hours on the Delivery Date (or, if no such date is specified, as agreed between the parties in writing). The time of delivery as specified in the Order shall be of the essence.

4.2 The Supplier shall ensure that the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition. FAL shall not be responsible for returning any cases, cartons, boxes, wrapping or other packaging to the Supplier.

4.3 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the type and quantity of the Goods and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.4 The Supplier shall comply with FAL's reasonable instructions pertaining to the unloading of the Goods at the Delivery Address. Delivery of the Goods shall be completed in the case of physical delivery on the completion of unloading of the Goods at the Delivery Address as evidenced by a delivery note signed by FAL, and in the case of digital delivery when FAL has full accessibility to the Goods through its computer environment (**Delivery**).

4.5 The Supplier shall deliver the Goods together with such user manuals, paperwork, certificates and licences as may be appropriate and with all instructions relating to the use and disposal of the Goods and in particular draw FAL's attention to any dangers, hazards or restrictions associated with the Goods.

4.6 If the Supplier:

4.6.1 delivers less than 95% of the quantity of Goods ordered, FAL may reject the Goods; or

4.6.2 delivers more than 105% of the quantity of Goods ordered, FAL 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 FAL accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

4.7 The Supplier shall not deliver the Goods in instalments without FAL's prior written consent. Where it is agreed that the Goods are 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 FAL to the remedies set out in clause 6.1.

4.8 Title and risk in the Goods shall pass to FAL on Delivery unless payment for the Goods is made prior to delivery in accordance with this Contract, in which case title to (but not risk in) the Goods shall pass to FAL once FAL has made payment for the Goods (risk shall pass once delivery is effected in accordance with clause 4.4). In the event the Supplier does not have title to the Goods when payment is made it shall waive all rights to title to the Goods and shall procure that title to the Goods passes to FAL with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party.

4.9 The Supplier will make available to FAL on request all documents, certificates, licences and documents for refund of customs as may be required in respect of applicable customs provisions and export controls (and for the reclaim or avoidance of any taxes or duties). If additional documents are required for the export or import of the Goods then the Supplier will make the same available to FAL on request without undue delay.

5 Supply of Services

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract supply the Services to FAL 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 FAL 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:

5.3.1 co-operate with FAL's reasonable requests in all matters relating to the Services, and comply with all reasonable instructions of FAL;

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

5.3.3 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;

5.3.4 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 FAL expressly or impliedly makes known to the Supplier;

5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

5.3.6 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 FAL, will be free from defects in workmanship, installation and design;

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

5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of FAL's premises. FAL reserves the right to refuse any of the Supplier's personnel involved in the supply of the Services access to FAL's premises, which shall only be given to the extent necessary for the supply of the Services;

5.3.9 hold all FAL Materials in safe custody at its own risk, maintain FAL Materials in good condition until returned to FAL, and not dispose of or use FAL Materials other than in accordance with FAL's written instructions or authorisation;

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

5.3.11 comply with any additional obligations as set out in the Service Specification or Order.

5.4 Acceptance of Deliverables by FAL shall be confirmed in writing by FAL upon the successful completion of the Acceptance Tests (if any).

5.5 All risk of loss and/or damage to the Deliverables shall remain with the Supplier until acceptance by FAL.

5.6 Without prejudice to FAL's other rights, FAL shall be entitled within a reasonable period of delivery of the Deliverables (including any replacement Deliverables) by notice to the Supplier to reject the Deliverables or any part thereof which are found not to comply with the Contract, which have failed the Acceptance Tests (if any), or which are otherwise not in accordance with the stipulated specification. The provisions of clause 6.3 shall then apply.

5.7 The Supplier shall as part of the Services provide documents containing sufficient up to date information for the proper use and maintenance of the Deliverables.

6 FAL remedies

6.1 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, FAL shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.1.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;

6.1.3 to recover from the Supplier any costs incurred by FAL in obtaining substitute goods and/or services from a third party;

6.1.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and

6.1.5 to claim damages for any additional costs, loss or expenses incurred by FAL which are in any way attributable to the Supplier's failure to meet such dates.

6.2 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 3.2, then, without limiting or affecting other rights or remedies available to it, FAL shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:

6.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;

6.2.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

6.2.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

6.2.5 to recover from the Supplier any expenditure incurred by FAL in obtaining substitute goods from a third party; and

6.2.6 to claim damages for any additional costs, loss or expenses incurred by FAL arising from the Supplier's failure to supply Goods in accordance with clause 3.

6.3 If the Supplier has supplied Services / Deliverables that do not comply with the requirements of the Contract then, without limiting or affecting other rights or remedies available to it, FAL shall have one or more of the following rights and remedies:

6.3.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;

6.3.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;

6.3.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);

6.3.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

6.3.5 to recover from the Supplier any expenditure incurred by FAL in obtaining substitute services or deliverables from a third party; and

6.3.6 to claim damages for any additional costs, loss or expenses incurred by FAL arising from the Supplier's failure to comply with clause 5.3.4

6.4 The remedies set out in this clause 6 shall extend to any substituted or remedial services and/or repaired or replacement Goods / Deliverables supplied by the Supplier.

6.5 FAL'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 Charges and payment

7.1 The price for the Goods:

7.1.1 shall be the price set out in the Order; and

7.1.2 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 FAL.

7.2 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 FAL, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

7.3 In respect of the Goods, the Supplier shall invoice FAL on or at any time after completion of Delivery. In respect of Services, the Supplier shall invoice FAL on completion of the Services. Each invoice shall include such supporting information required by FAL to verify the accuracy of the invoice.

7.4 Invoices shall be submitted by the Supplier via email to fabpurchasing@uk.lightyear.com. The invoice must clearly state a valid PO number and must be submitted in PDF format with only one invoice attached per email. The Supplier acknowledges that the foregoing email address is not manned and that any emails sent to the same therefore cannot be replied to. Accordingly, should the Supplier have any payment queries they should be directed to accounts@farnboroughairport.com.

7.5 In consideration of the supply of Goods and/or Services by the Supplier, FAL shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

7.6 If either party fails to make a payment due to the other party under this Contract by the due date then, without limiting either party's remedies under clause 6, the other party shall be entitled (but not obliged) to charge interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, but at 2% a year for any period when that base rate is below 0%.

7.7 If FAL disputes a payment in good faith, then the interest payable under clause 7.6 is only payable after the dispute is resolved, on sums found or agreed to be due, from the day after the dispute is resolved until payment.

7.8 FAL may, at any time set off any liability of the Supplier to FAL against any liability of FAL to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. Any exercise by FAL of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

8 Intellectual Property Rights

8.1 In relation to FAL Materials:

8.1.1 FAL and its licensors shall retain ownership of all Intellectual Property Rights in FAL Materials; and

8.1.2 FAL grants to the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify FAL Materials for the term of this Contract solely for the purpose of supplying the Goods and/or Services to FAL.

8.2 Any Intellectual Property Rights in any work of whatsoever nature which is developed or produced for, on behalf of or at the request of FAL pursuant to the Contract including any Deliverables ("**Developed Work**")

will immediately vest in FAL and the Supplier hereby assigns with full title guarantee all Intellectual Property Rights in, to and in respect of any Developed Work. The Supplier shall execute such documents and take such steps as FAL may reasonably require to give FAL the full benefit of this clause.

8.3 Where any Developed Work is subject to any Intellectual Property Rights of the Supplier or of any third party which has licensed the use of such Intellectual Property Rights to the Supplier as at the Commencement Date ("**Pre-Existing Rights**"), the Supplier or any such third Party shall retain ownership of such Pre-Existing Rights and the Supplier shall grant, or procure for FAL, a non-exclusive, perpetual, irrevocable, royalty-free licence to use such Pre-Existing Rights in any way whatsoever to facilitate and/or enable the use of the Developed Work including by way of sub-licence to third parties.

8.4 The Supplier shall not make use of any of FAL's trade marks, service marks, or business names in any way (including in any of the Supplier's marketing material or on the Supplier's website) without the prior written consent of FAL and subject to such restrictions or requirements as FAL may specify.

9 Indemnity

9.1 The Supplier:

9.1.1 warrants that the receipt, use and onward supply of the Goods, Services and the Deliverables by FAL shall not infringe the rights, including any Intellectual Property Rights, of any third party; and

9.1.2 shall indemnify FAL against all liabilities, costs, expenses, damages and losses (including but not limited to 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 reasonable professional costs and expenses) suffered or incurred or paid by FAL arising out of or in connection with any claim brought against FAL:

(a) for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Goods, Services and/or the Deliverables;

(b) by a third party for death, personal injury or damage to property arising out of, or in connection with the Supplier's breach of the Contract or negligence.

10 Confidentiality

10.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 10.3.

10.2 Without prejudice to the generality of clause 10.1, the Supplier shall keep in strict confidence any technical or commercial know-how, specifications, inventions, trade secrets, designs, information, processes or initiatives which have been disclosed to the Supplier by FAL, its employees, its Affiliates, its agents or subcontractors.

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

10.3.1 to its employees, officers, representatives, contractors, subcontractors or advisers ("**Representatives**") who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its Representatives to whom it discloses the other party's confidential information comply with this clause 10; and

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

10.4 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.

10.5 The Supplier shall not make any public announcement, communication or circular (including in any marketing materials or on the Supplier's website) concerning the existence, subject matter or terms of this Contract, or the relationship between the parties without the prior written consent of FAL, and subject always to the Supplier's compliance with FAL's brand guidelines as notified to the Supplier by FAL from time to time.

11 Data Protection

11.1 Each party shall comply at all times with its obligations under applicable data protection laws, including but not limited to the UK GDPR and the Data Protection Act 2018.

11.2 Where, in connection with this Contract, either party shares or processes Personal Data:

11.2.1 both parties shall implement appropriate technical and organisational measures to ensure the security and lawful processing of such data;

11.2.2 each party shall ensure that any Personal Data shared is limited to what is necessary for the performance of this Contract;

11.2.3 to the extent either party processes Personal Data on behalf of the other, it shall do so only in accordance with written instructions, and the provisions of Article 28 UK GDPR shall apply;

11.2.4 both parties shall cooperate in good faith to assist each other in complying with Data Subject rights and other relevant obligations;

11.2.5 no Personal Data shall be transferred outside the UK (or EEA, where applicable) without the other party's prior written consent and subject to appropriate safeguards;

11.2.6 each party shall notify the other without undue delay in the event of a Personal Data Breach affecting shared data.

11.3 Where the processing of personal data involves a Controller–Processor relationship, the parties agree to enter into a written Data Processing Agreement (DPA) in compliance with Article 28 of the UK GDPR. The DPA may be documented as a separate written agreement.

11.4 Upon termination or expiry of this Contract, any Personal Data exchanged shall, upon the written request of the other party, be returned or securely deleted, unless retention is required by law.

11.5 This clause shall survive termination of the Contract.

12 Compliance with laws and policies

12.1 In performing its obligations under this Contract, the Supplier shall comply with the Applicable Laws and the Mandatory Policies.

Anti-facilitation of tax evasion

12.2 The Supplier shall during the term of this Contract:

12.2.1 not engage in any activity, practice or conduct which would constitute either:

(a) a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or

(b) a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017;

12.2.2 establish, maintain and enforce its own policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person and to ensure compliance with clause 12.2.1;

12.2.3 notify FAL in writing if it becomes aware of any breach of clause 12.2.1 or has reason to believe that it has received a request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Contract;

12.2.4 on an annual basis certify to FAL in writing signed by an officer of the Supplier, compliance with this clause 12.2.

12.2.5 ensure that any of its agents, consultants, contractors, subcontractors or other persons engaged in performance of the Supplier's obligations under this Contract do so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 12.2(**Relevant Terms**). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to FAL for any breach by such persons of any of the Relevant Terms.

Anti-Bribery

12.3 The Supplier commits to take all measures necessary for the prevention of unfair practices and unlawful acts (including without limitation corruption). The Supplier shall have and shall maintain in place its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with this clause 12.3, and will enforce them where appropriate. If such unlawful acts or practices occur, FAL is entitled to terminate this Contract immediately and without liability.

Anti-slavery and human trafficking

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

12.4.1 comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force (Anti-Slavery Laws) including the Modern Slavery Act 2015;

12.4.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;

12.4.3 include in contracts with its subcontractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 12.4

12.4.4 notify FAL as soon as it becomes aware of any actual or suspected breach of clause 12.4.1 or 12.4.2;

12.4.5 maintain a complete set of records to trace the supply chain of all Goods and Services provided to FAL in connection with this Contract; and permit FAL and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 12.4.

12.5 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.

13 Security

13.1 The Supplier shall comply with all security requirements and regulations as set out in FAL's “Supplier code of conduct”" " found on FAL’s website. The Supplier shall bear the cost of any notice, instruction or decision of FAL under this clause 13.

14 Insurance

14.1 During the term of this Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company appropriate insurance cover, including, but not limited to, product liability insurance, professional indemnity and public liability insurance, each with limits of indemnity no less than those specified by FAL from time to time, to cover the liabilities that may arise under or in connection with this Contract. Where the Supplier's activities involve access to airside areas or aviation-related operations, such insurance shall include aviation level cover and airside liability insurance with limits appropriate to the nature of those operations, as specified by FAL. The Supplier shall, on FAL'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.

15 Limitation of liability

15.1 Nothing in this Contract shall limit or exclude the Supplier's liability under any indemnities given by it in the Contract (including under any schedules).

15.2 Nothing in this Contract shall limit or exclude the liability of either party for deliberate default of this Contract, death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability which cannot be limited or excluded by applicable law.

15.3 Subject to clauses 15.1, neither party shall be liable to the other for any indirect or consequential loss.

16 Termination

16.1 Unless terminated earlier in accordance with clause 16.2 or 16.3, this Contract shall continue in full force and effect until the Order has been fully fulfilled and the Goods and/or the Services have been provided to FAL to its reasonable satisfaction.

16.2 Without limiting its other rights or remedies, FAL shall be entitled to terminate this Contract with immediate effect on written notice if the Supplier:

16.2.1 commits a material breach of its obligations under this Contract which is irremediable or which fails to be remedied within 14 days;

16.2.2 commits a breach of clause 12 or clause 11;

16.2.3 commits, or any of its employees, agents or subcontractors commits any act which brings FAL into disrepute or which in FAL's reasonable opinion is prejudicial to its interests; and/or

16.2.4 is subject to an Insolvency Event.

16.3 FAL may by 14 days' written notice suspend the performance of all or part(s) of the Services under this Contract or terminate this Contract. Where this Contract is terminated under this clause 16.3, FAL shall reimburse the Supplier for all reasonable, properly evidenced costs directly incurred by the Supplier as a result of terminating this Contract.

16.4 In the event that FAL exercises its rights of termination in accordance with clauses 16.2, 16.3, or 17.1then the Supplier shall immediately deliver to FAL all Deliverables whether or not then complete, and return all FAL Materials. If the Supplier fails to do so, then FAL may enter the Supplier's premises and take

possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract.

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

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

17 Force majeure

17.1 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 an act of God, war, riot, civil commotion, malicious damage, fire, flood, or storm (**Force Majeure Event**). For the avoidance of doubt if a party does not perform any of its obligations as a result of a Force Majeure Event, the other party shall not be obliged to meet any corresponding obligations relating to the non-performed obligations. If a Force Majeure Event prevents, hinders or delays a party's performance of its material obligations the time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

18 Miscellaneous

18.1 **Assignment.** The Supplier shall not assign, subcontract, 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 FAL. FAL may assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with its rights and obligations under this Contract without the Supplier's consent.

18.2 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

18.3 **Entire agreement**. 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.

18.4 **Conflict.** If there is an inconsistency between any of the Conditions and the provisions of the Order, the provisions of the Order shall prevail.

18.5 **Third party rights**. Unless it expressly states otherwise, this Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

18.6 **Law and Jurisdiction.** This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the jurisdiction of the English courts except for the purposes of enforcing any award.

19 Definitions and interpretation

19.1 **Acceptance Tests** means the tests to be successfully completed for the Goods and/or Deliverables to be accepted by FAL as set out in the applicable Order;

Applicable Laws means all applicable laws, statutes, regulations and codes from time to time in force;

Conditions means these terms and conditions as amended from time to time in accordance with clause 18.2;

Contract means the contract between FAL and the Supplier for the supply of Goods and/or Services in accordance with these Conditions and the Order;

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures are as defined in the Data Protection Legislation;

Data Protection Laws means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications);

Deliverables means 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, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

Delivery has the meaning given in clause 4.4;

Delivery Address means the delivery address specified in the Order or such other address as notified by FAL to the Supplier from time to time;

Delivery Date(s) mean the date(s) specified in the Order for the delivery of Goods or such other dates as notified by FAL to the Supplier from time to time;

Developed Work has the meaning set out in clause 8.2;

FAL means Farnborough Airport Limited registered in England and Wales with company number 03454447;

FAL Materials means all materials, documents, information, items, equipment, tools, drawings, specifications and data in any form (whether owned by FAL or a third party), which are provided by FAL, or on behalf of FAL, to the Supplier in connection with the supply of Goods and/or Services;

Goods means materials, goods, plant or equipment to be supplied to FAL by the Supplier as are more particularly described in the Order;

Goods Specification means any specification for the Goods as set out or referenced in the Order, unless otherwise agreed by FAL, including any related plans and drawings, that is agreed in writing by FAL and the Supplier;

Insolvency Event means any of the following events: (i) the Supplier 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; (ii) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or (iii) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy;

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, 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;

Mandatory Policies means FAL's business policies as may be notified to the Supplier in writing from time to time;

Order means FAL's order for the supply of Goods and/or Services, as set out in FAL's purchase order form;

Pre-Existing Rights has the meaning set out in clause 8.3;

Services means the services, including any Deliverables, as described in the Order, and any services which are incidental or ancillary to the Services described in the Order; and

Service Specification means the description or specification for Services agreed in writing by FAL and the Supplier as set out or referenced in the Order; and

UK GDPR has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality). 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. 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.