

1. Definitions

In these Terms and Conditions, unless the context requires otherwise:

Approved Organisation means a company that can perform work on a Component, and return it to LJS in either an SV, RP or OH condition. They can also declare the unit BER in accordance with the CMM. The Approved Organisation will be certified as trustworthy by a Regulatory Authority.

AMM means the Aircraft Maintenance Manual

AR means in the condition as removed from an aircraft.

As Is means LJS is selling, and the Customer is buying a Component in whatever condition it presently exists, and that the Customer is accepting the Component "with all faults", whether or not immediately apparent.

BER means that the Component is beyond economic repair as the cost to Repair or Overhaul the Component is equal to or exceeds 60% of the Outright Value of an identical Component as referenced in the Purchase Order.

Business Day means Monday to Friday excluding public holidays in England when the banks in the City of London are open for business.

CMM means the Component Maintenance Manual.

Component means an aviation Component or Components originally supplied by LJS to the Customer.

Confirmation of Purchase Order means a notice in writing confirming LJS's acceptance of the Purchase Order.

Contract means the agreement arising when the Quotation sent by LJS is accepted by the Customer, or when the Customer's Purchase Order is accepted in writing by LJS, under these Terms and Conditions of Sale (**Terms and Conditions**).

Customer means the person, firm or company purchasing the Components from LJS.

Delivery shall have the meaning ascribed to it in Clause 6.1.

Flight Hour or Flight Hours means any period of sixty (60) minutes or part thereof elapsed between the time an aircraft leaves the ground until it touches the ground at the end of the flight.

FN means a factory new Component.

Force Majeure means any circumstance not within LJS's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition or failing to grant a necessary licence or consent;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts;
- (h) non-performance by suppliers or subcontractors; and
- (i) interruption or failure of utility service

IN means the condition of a Component that has been inspected, in accordance with the instructions defined in the CMM supplied by the OEM, by an Approved Organisation and is supplied with the applicable Regulatory Authority certificate stating "Tested/Inspected".

LE means the condition of a Component that is life expired and cannot be restored.

LJS means LJS Aviation Limited, registration number 10201385, having its registered office at Unit F5 Rock Business Park, The Hollow, Washington, West Sussex, RH20 3GR England.

NE or New means a Component that has been sourced, directly or indirectly, from the OEM and has zero Flight Hours, and is also supplied with the appropriate Regulatory Authority certificate or OEM Certificate of Conformity stating "New"

NS or New Surplus means an unused Component that has zero flying hours, and is traceable to an LJS approved source as per the LJS Aviation Quality Management System which can be provided upon request.

OEM means the original equipment manufacturer.

OH, or Overhauled means the condition of a Component which has been restored, in accordance with the instructions defined in the CMM supplied by the OEM, by an Approved Organisation and is supplied with the applicable Regulatory Authority certificate stating "Overhauled".

Purchase Order means the Customer's purchase order for the Component(s) or in the Customer's written acceptance of the Quotation, as the case may be.

Quotation means the document produced by LJS in which these Terms and Conditions are referenced which identify the Customer, specify the Component(s) and the number of Components which the Customer wishes to purchase, the price of the Component(s) and any other information relevant to the sale of the Component(s).

RP or Repaired means the condition of a Component which has been restored, in accordance with the instructions defined in the CMM supplied by the OEM, by an Approved Organisation and is supplied with the applicable Regulatory Authority certificated stating "Repaired".

SV or Serviceable means a fully functioning unit able to be fitted to an airworthy aircraft

2. Application of these Terms and Conditions

- 2.1 These Terms and Conditions shall apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. Quotations

- 3.1 Any Quotations supplied by LJS shall remain open for acceptance for a period of 30 (thirty) days from the date of the Quotation, unless there is a prior sale or in the Quotation some other period is specified, or the Quotation is withdrawn by LJS.
- 3.2 By submitting a Purchase Order based on the Quotation the Customer acknowledges that these Terms and Conditions shall apply to the purchase of the Components.
- 3.3 The Components will be supplied in the condition specified in the Quotation which may be New, Serviceable, Overhauled, BER, AR or As Is.

4. Purchase Orders

- 4.1 The Customer shall be responsible for ensuring the accuracy of any Purchase Order submitted to LJS. The Purchase Order shall only be deemed to be accepted when LJS issues a written acceptance of the Purchase Order, at which point the Contract shall come into existence.
- 4.2 The Contract constitutes the entire agreement between the parties. For the avoidance of doubt no Agreement shall be contractually binding on LJS unless and until LJS confirms acceptance of the Purchase Order to the Customer.
- 4.3 LJS will not accept from the Customer any Purchase Orders where the value of the Components specified in the Purchase Order is less than one hundred and fifty US Dollars (\$150).

5. Cancellation

- 5.1 The Customer is not entitled to cancel the Contract without the prior written consent of LJS. Any request for cancellation must be made within five (5) Business Days following Delivery of Component(s) as detailed in Clause 6.1
- 5.2 Any cancellations agreed by LJS will be subject to a minimum restocking fee of twenty-five per cent (25%) of the price shown on the Quotation that was accepted by the Customer.

6. Delivery of Components

- 6.1 LJS shall notify the Customer (either in writing or orally) that the Components are ready for collection on the date specified in that notice. Unless expressly provided otherwise in the Quotation, Delivery of the Components shall be EXW (Ex Works) (INCOTERMS 2020).
- 6.2 Any dates set out in the Quotation are approximate only and the time of Delivery shall not be of the essence.
- 6.3 If LJS and the Customer agree that LJS should arrange or undertake insurance and transport of the Components beyond the point of Delivery, such costs shall be payable in full by the Customer and shall not affect the provisions of the Contract as to the passing of risk.
- 6.4 If the Customer fails to collect or take Delivery of the Components on the date agreed by the parties for delivery or if LJS is prevented or hindered from performing any of its obligations under the Contract as a result of any act or omission on the part of the Customer, LJS shall be entitled (without prejudice to any other rights or remedies which LJS may have) to invoice the Customer for the price set out in the Quotation and payment shall be due as if Delivery of the Components had been affected. In such event the Customer shall be liable for and shall promptly reimburse LJS upon demand for all costs and expenses incurred by LJS up to the time of actual collection of the Components.

6.5 The Customer shall promptly notify LJS as to any discrepancy, damage or defect to the Components. Unless LJS receives such a notice from the Customer within five (5) Business Days of Delivery of the Component(s), the Component(s) will be deemed to be in the condition specified by LJS in the Quotation and accepted by the Customer.

7. Hazardous Packaging/Dangerous Goods

7.1 Prior to Delivery the Customer must supply in writing to LJS the end use address for all shipments of hazardous material.

8. Risk and Title

8.1 The risk in the Components shall pass to the Customer upon Delivery.

8.2 Notwithstanding that risk in the Components shall pass to the Customer in accordance with Clause 8.1, title to the Components shall remain with LJS until payment in full has been received by LJS:

- a) for those Components;
- b) for any other goods supplied by LJS; and
- c) in respect of any other monies due from the Customer to LJS on any account.

8.3 Any resale by the Customer of Components in which title has not passed to the Customer shall (as between LJS and the Customer only) be made by the Customer as agent for LJS.

8.4 The proceeds of sale of any resale by the Customer pursuant to Clause 8.3 shall be held in trust by the Customer for the benefit of LJS and placed in a separate account until accounted to LJS

8.5 At any time before title to the Components passes to the Customer (whether or not any payment to LJS is then overdue or the Customer is otherwise in breach of any obligation to LJS), LJS may (without prejudice to any other of its rights):

- a) retake possession of all or any part of the Components and enter any premises for that purpose (or authorise others to do so) which the Customer authorises;
- b) require delivery up to it of all the Components.

8.6 LJS may at any time appropriate sums received from the Customer as it thinks fit, notwithstanding any purported appropriation by the Customer.

8.7 Each sub-clause of this Clause 8 is separate, severable and distinct and, accordingly, in the event of any of them being for any reason whatsoever unenforceable according to its terms, the others shall remain in full force and effect.

9. Price

9.1 For the first three (3) Purchase Orders that the Customer places with LJS, the Customer will pay to LJS prior to Delivery of the Components the full price of the Components ordered. Until payment has been received in full LJS will not deliver the Components.

9.2 All prices for Components are exclusive of all taxes, duties, tariffs, import or export charges, bank charges/fees, levies, imposts, penalties, interest or other similar charges (including, without limitation, value added tax, sales tax, withholding taxes and any transfer tax), transportation and insurance which shall be paid by the Customer and which the Customer undertakes to pay without delay. Should LJS be required to pay any such taxes or duties on behalf of the Customer the Customer shall reimburse LJS immediately upon demand.

9.3 Prices are subject to change at any time.

9.4 The Customer confirms that all the Components detailed on the Quotation are of a kind ordinarily installed or incorporated in, and are to be installed or incorporated in, the propulsion, navigation or communications systems or the general structure of a qualifying aircraft as set out in HMRC VAT Notice 744C; Customer undertakes to advise LJS immediately should the Components be used for any other purpose and to pay to LJS the VAT and any taxes or duties which become due.

9.5 The Customer will pay on demand to LJS a Hazardous Packing Fee as specified in the Quotation and if no fee is specified in the Quotation a fee will be added to the invoice of one hundred and fifty US dollars (\$150) for each shipment of hazardous material.

9.6 If the Customer changes the end use address or any amendments are required to the dangerous goods documentation a further Hazardous Packing Fee of one hundred and fifty US dollars (\$150) will be paid by the Customer to LJS on demand.

9.7 The Customer will pay to LJS on demand additional charges for supplementary hazardous packing materials.

10. Payment

10.1 LJS shall render to the Customer invoices for the Components and payment of each invoice shall be made by the Customer in the currency and to the bank account and within the time period for payment as detailed on the LJS invoice (Due Date) in cleared funds, net of any bank charges and without any set-off or deduction. The Customer shall be responsible for all bank charges in connection with payment under this Agreement. The Customer shall pay an additional \$35 per payment to cover such bank charges. Any bank charges incurred by LJS in connection with such payment over and above such sum shall be for the Customer's account and LJS shall be entitled to invoice Customer for any bank charges it incurs. Time for making all payments due to LJS shall be of the essence.

10.2 Payment to a different bank account than that stated in the LJS invoice or in a different currency to that shown on the LJS invoice will result in additional costs and charges which will be payable by the Customer on demand.

10.3 If the Customer fails to make any payments by the Due Date LJS shall have the right (without prejudice to any other rights or remedies which may be available to LJS) immediately to terminate or suspend all further deliveries until payment in full is made. Any additional costs and expenses of whatever nature incurred by LJS as a result shall be paid to LJS by the Customer on demand.

- 10.4 Without prejudice to any other rights or remedies available to LJS, the Customer shall in addition to payment of the price pay interest at the rate of 4% per annum above the current Base Lending Rate of the Bank of England on any sum remaining unpaid after the Due Date until the actual date of receipt by LJS of the payment, such interest being calculated on a daily basis. The Customer shall reimburse all costs and expenses (including legal costs) incurred in the collection of any overdue amount.
- 10.5 If the Customer is required under any applicable law to withhold or deduct any amount from the payments due to LJS, the Customer will increase the amount it pays to LJS by the amount necessary to leave LJS with an amount equal to the sum it would have received if no such withholdings or deductions had been made.
- 10.6 If the Customer disputes any invoice, the Customer shall within fourteen (14) business days of the date of the invoice notify LJS in writing by email to accounts@ljs-aviation.com. The parties shall negotiate in good faith to attempt to resolve the dispute promptly. If the dispute is not resolved in ten (10) Business Days, then the parties will endeavour to resolve the dispute in accordance with Clause 25. Where only part of an invoice is disputed, the undisputed amount shall be paid on the Due Date.
- 10.7 Notwithstanding any provision in this Contract the Customer shall not have the right to set off any claims it might have against LJS against any sums otherwise due to LJS.

11. Warranty

- 11.1 In the case of any Component sold "As Is", AR, BER and/or LE such Components are sold "as seen" and LJS makes no representations and gives no warranties as to the quality, condition, state or description of the Component, its condition, fitness or suitability for any purpose. All implied statutory or common law terms, conditions and warranties as to the Component are excluded to the fullest extent permitted by law.
- 11.2 LJS warrants that all Components delivered under this Contract (save for those excluded in clause 11.1 above) will be in accordance with the standards, conditions and specifications set out in the Quotation, and shall be free from defects in workmanship and materials for the periods set out below unless otherwise specified in a confirmation of Purchase Order issued by LJS:
 - a) for any new Component which is factory new, LJS will provide a warranty of 12 months from the tag or the balance of any warranty given to LJS whichever is the lesser;
 - b) for any Component which has been Overhauled, Repaired or Serviceable LJS will provide a warranty of 6 months from the tag date;
- 11.3 The Customer will inspect the Components after Delivery and will inform LJS in writing of any warranty claim (email is acceptable) within five (5) Business Days from date of the defect being found.
- 11.4 No Components will be returned to LJS for investigation without the prior written consent of LJS and the issue by LJS of a Return Material Authorisation (RMA). If a Component is shipped to LJS without the prior consent of LJS then the Customer will be responsible for all freight and other costs.
- 11.5 If LJS confirms that a Component is defective LJS will arrange for the Component to be repaired and sent back to the Customer.
- 11.6 If a warranty claim is denied by LJS the Component will be returned to the Customer and the Customer will be responsible for all costs incurred by LJS including all freight and inspection costs.
- 11.7 The warranty in Condition 11.2 is subject to the following conditions:
 - a) that the Components have been stored and maintained in accordance with the CMM and good aviation practice;
 - b) that the Components have been installed, operated and used in accordance with the AMM and good aviation practice;
 - c) that the Component, or the aircraft it was fitted to, has not been subject to any misuse or mishandling by the Customer or any third party nor have they been involved in any incident/accident;
 - d) that the Component has not been altered, modified or repair is attempted or carried out without the prior consent from LJS;
 - e) that the component has all warranty seals intact;
 - f) that the Component has been subject to wilful damage or negligence or abnormal storage or working conditions; and
 - g) that the Customer has made payment in accordance with Clause 10.
- 11.8 LJS shall not be responsible for costs of fit or removal of any Components from an aircraft.
- 11.9 Title to the Components or any parts thereof which are returned to LJS by the Customer and which LJS subsequently replaces under the terms of this warranty shall revert in LJS.
- 11.10 A claim by the Customer in respect of any defect in the Components or in respect of any delay in delivery shall not entitle the Customer to cancel or refuse Delivery or payment for such Components.
- 11.11 The provisions of this Clause 11 represent the entire liability of LJS, its officers, employees and agents with respect to any matter arising out of or in connection with the quality or condition of the Components, and all other warranties, guarantees, terms, conditions, representations or liabilities (whether for direct, indirect or consequential loss or damage or otherwise) as to quality, description, standard of workmanship, condition, fitness for purpose or otherwise (whether express or implied by statute or common law) are hereby excluded to the fullest extent permissible at law.

12. Limitation of Liability

- 12.1 Nothing in this Agreement shall limit or exclude the liability of LJS for death or personal injury caused by its negligence or the negligence of its employees, or fraud or fraudulent misrepresentation

- 12.2 LJS shall not be liable to the Customer whether in contract or in tort (including but not limited to negligence) or for breach of statutory obligation or otherwise for any loss of profits (direct or indirect), business interruption, loss of sales, loss of use, loss of opportunity, loss of goodwill and loss of turnover and whether arising directly or indirectly out of or in consequence of any act, default or omission of LJS, and LJS shall not in any circumstances be liable for any losses, actions, claims, proceedings, judgements, damages, compensation, obligations, injuries, costs and expenses or other liabilities, whether direct or consequential, and any other remedy which would otherwise be available in law to the Customer is hereby excluded except to the extent that such exclusion is prohibited by law.
- 12.3 The total liability of LJS in contract, tort (including negligence), misrepresentation or otherwise shall be limited to the value of the Component and in no event shall exceed the price paid for the Components.
- 12.4 LJS shall not be liable to the Customer for any delay or failure in performing any of its obligations herein where such delay or failure is as a result of a Force Majeure event. In the case of delay, the time for LJS's performance of such obligations shall be extended accordingly. If the Force Majeure event prevents, hinders or delays LJS's performance of its obligations for a continuous period of more than [30] days, LJS may terminate the Agreement immediately, without liability or penalty, upon giving written notice to the Customer.

13. Indemnity

- 13.1 The Customer will on demand indemnify LJS and its affiliates and subsidiaries, (including their respective agents, directors, employees, officers, shareholders, subcontractors, successors and assigns) in full against all losses, liabilities, actions, claims, proceedings, judgements, damages, compensation, obligations, injuries, costs, and expenses (including legal costs and expenses) of whatever nature suffered by LJS to the extent that the same are caused or related to the provision of the Components or other services pursuant to this Contract.
- 13.2 Notwithstanding the generality of Clause 13.1, the indemnity set out in that clause shall specifically include (but not limited by) the use, operation, repair, maintenance, or disposition of Components provided under this Contract, whether or not arising from breach of contract, strict liability or tort (including negligence), provided that nothing in this Clause 13 shall require the Customer to indemnify LJS for claims or liabilities arising from the gross negligence or wilful misconduct of LJS.
- 13.3 The Customer shall carry and maintain such insurance in full force and effect and in types and amounts as would be carried by prudent companies engaged in the Customer's industry. Such policies of insurance shall be primary with respect to the indemnities of the Customer set out in this Contract.
- 13.4 This indemnity shall continue in force notwithstanding termination for whatever reason of the Contract.

14. Termination

- 14.1 Without limiting its other rights or remedies, LJS may terminate this Contract with immediate effect by giving written notice to the Customer if:
- a) the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of being notified in writing to do so;
 - b) the Customer 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), 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;
 - c) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - d) the Customer's financial position deteriorates to such an extent that in the opinion of LJS the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 14.2 Without limiting its other rights or remedies, LJS may suspend provision of the Components under the Contract or any other contract between the Customer and LJS if the Customer becomes subject to any of the events listed in Clause 14.1(a) to Clause 14.1(d), or LJS reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the Due Date.
- 14.3 Without limiting its other rights or remedies, LJS may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the Due Date.
- 14.4 On termination of the Contract for any reason the Customer shall immediately pay to LJS all of LJS's outstanding unpaid invoices and interest.
- 14.5 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 that existed at or before the date of termination.
- 14.6 In addition to any right of lien to which the LJS may be entitled LJS shall in the event of the Customer's insolvency or bankruptcy be entitled to a general lien on all items of or attributable to the Customer in LJS's possession (notwithstanding that such items or any of them may have been paid for) for the unpaid price of any Components or other items sold and delivered to the Customer by LJS under any other contract.

15. Sanctions and Licences

- 15.1 For the purpose of this Clause, the term "Part" shall include any Component, or kind of material, technical specifications, technical documentation, technology and/or know-how.

- 15.2 The Parties agree to comply with export control laws applicable to Parts provided under this Contract. Export control laws shall mean laws, regulations and orders applicable to the export or re-export (including but not limited to international transfers, disclosure or release) of Parts and includes, without limitation, (i) US export controls administered under the Export Administration Regulations (“EAR”) and the International Traffic in Arms Regulations (“ITAR”); (ii) United Kingdom Export Control Act and the UK Export Control Order; (iii) EU and EU Member State export controls administered pursuant to Council Regulation (EC) 428/2009 and the various national export control laws, regulations of EU Member States regulating dual-use and military items and related activities; and (iv) similar export control laws, regulations and orders of other jurisdictions to the extent applicable to any activity conducted in furtherance of this Contract.
- 15.3 The Customer shall not (directly or indirectly) sell, transfer, or assign any Part received pursuant to this Contract to any party that is the subject of any sanctions or embargoes or restricted end-user (as identified by the USA, United Kingdom, the European Union or the United Nations), or to any territory or country subject to comprehensive international trade restrictions without prior applicable government authorisation or license. LJS will not be required to take any action or perform any obligation under this Contract that, in its sole discretion, may be in conflict with any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements relating to export control laws.
- 15.4 The administrative costs for obtaining any licence or consent for the export of the Components from the United Kingdom shall be the responsibility of the Customer.
- 15.5 The Customer shall be responsible for complying with any legislation or regulations governing the importation of the Components into the country of destination and for the payment of any levies, duties, taxes or tariffs.
- 15.6 LJS will require the Customer to complete the export compliance document, as provided to the Customer during the point of sale.

16. Sub-Contracting

- 16.1 LJS reserves the right to sub-contract its obligations under the Contract or any part thereof.

17. Confidentiality

- 17.1 Both the subject matter and the terms and conditions of the Contract shall be treated by the Customer as confidential and shall not without LJS's written consent be divulged to any other person.

18. Anti-Bribery

- 18.1 LJS has and maintains in place policies and procedures complying with applicable laws, statutes and regulations relating to anti-bribery and corruption, including but not limited to the Bribery Act 2010 and ensures compliance with those policies and procedures.

19. Entire agreement

- 19.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 19.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

20. Variation

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

21. Waiver

- 21.1 No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22. Severance

- 22.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

23. Notices

- 23.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid recorded first class post requiring a receipt or other next working day delivery service providing evidence of receipt, commercial courier, or email.
- 23.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in Clause 23.1 if sent by pre-paid first class recorded post on the date of the delivery receipt, if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email one Business Day after transmission.

23.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

24. Third party rights

24.1 Save for those parties listed at Clause 13.1, no one other than a party to this Contract shall have any right to enforce any of its terms.

25. Governing Law and Dispute Resolution

25.1 This Contract and all non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law.

25.2 Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this Clause 25.2:

- a) the number of arbitrators shall be one;
- b) the seat, or legal place, of arbitration shall be London, England;
- c) the language to be used in the arbitral proceedings shall be English.

25.3 Nothing in this Clause 25 shall limit the right of LJS to take proceedings against the Customer in the courts of England or any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. If it deems it necessary, LJS may ask the Customer to provide an address for service of proceedings in England and Wales before supplying any Components hereunder.

26. Right of Access:

Right of access to LJS authorised representatives, their customer and Regulatory Authorities shall be afforded to all facilities involved in the order and to all applicable records and for verification of parts and materials at the supplier's premises.

27. Conduct:

The supplier agrees to communicate to employees and sub-tier suppliers the importance of their contribution to product or service conformity and safety, and the importance of ethical behaviour. Examples of unethical behaviours include but are not limited to: falsifying records, theft, bribery, corruption, deceit, slave labour etc.

28. Control of Quality Records:

Records related to the manufacture and/or process operations, including inspection and test are to be retained by the supplier and made available on request for verification by LJS, our Customers and Regulatory Authorities. Unless otherwise specified the period of retention shall be for a minimum of ten years. Do not destroy such records unless approved by LJS.