

Oxsensis External Provider Terms and Conditions

Oxsensis Ltd designs, develops and manufactures products predominately for the aerospace industry and within the bounds of ATEX certification. We are driven by very strict customer requirements and maintain an internal Quality Management System (QMS) which meets the requirements of AS9100. We strive to excel in the manufacture of our products and generally require, where relevant, our suppliers to be as a minimum current ISO9001 certified. All External Providers of products or services for production items will be subject to an evaluation procedure. For NADCAP recognised production special processes, we are required to work with suppliers holding a current and relevant NADCAP certificate.

Oxsensis' External Providers are integral to product or service conformity, product safety and to the employment and promotion of ethical behaviour in the complete supply chain. See Annex 1 for export restrictions.

Correspondence relating to any Purchase Order is to be directed to the requestor / Oxsensis purchasing or <u>contact@oxsensis.com</u>

As a minimum, our External Providers must:

- a) Supply items or services IAW (In Accordance With) the relevant PO and any accompanying requirements / specifications / drawings / timelines.
- b) Carry out inspection techniques and ratios as directed by Oxsensis and provide reports and certification indicated as part of Purchase Order or External Provider Requirements documentation.
- c) Where applicable maintain a QMS or Quality Manual based on acceptable industry standards covering the scope of activities relevant to the issued purchase order.
- d) Where applicable use external providers, including process sources (e.g. special processes), as designated by Oxsensis or their customers.
- e) Flow down to their own External Providers any applicable standards, requirements and stipulations including those of Oxsensis and its customers.
- f) Notify Oxsensis of any non-conforming product at the earliest practical opportunity and obtain Oxsensis approval for nonconforming product disposition.
- g) Notify Oxsensis of changes in approved methods, product and/or process', changes of external providers, changes to manufacturing equipment, facility or location and, where required, obtain Oxsensis approval.
- h) Be aware all incoming goods are liable to be inspected and tested by Oxsensis for performance monitoring, approval of products/services and supplier approval ratings IAW AS9100.
- i) Take reasonable steps to prevent the use of counterfeit goods and their entry into the supply chain.
- j) Ensure all products or items provided to Oxsensis are packaged and transported so as not to suffer any damage or degradation during transport and storage.
- k) Exercise care to protect any equipment or property provided by or on behalf of Oxsensis, or its customers, while it is in the control of either External Provider or those contracted on the external providers behalf.
- l) Employ personnel qualified and recorded as competent on all processes involving Oxsensis Purchase Orders.
- m) Hold Oxsensis Purchase Order records (including invoice, delivery note, order requirements, certificates, and internal production records) as specified in any contract or requirements documentation.
- n) Grant relevant right of access for Oxsensis, our customers and regulatory bodies to the applicable areas of all facilities, at any level of the supply chain and to all applicable records involved in the relevant order. This can include the provision of test specimens for design approval, inspection/verification, investigation or auditing.
- o) Ensure that all personnel involved in activities carried out on behalf of Oxsensis are aware of their contribution to product or service conformity, product safety and the importance of ethical behaviour at all times.

Order acceptance or the issuing of invoice for payment is taken as a record of acceptance of these Oxsensis External Provider Terms and Conditions.





Annex 1

Export Restriction

- (1) The External Provider shall not, at any time,
 - sell, and/or
 - export and/or
 - re-export,

directly or indirectly, to the Russian Federation and/or to territories occupied by Russian Federation and/or for use in the Russian Federation and/or to territories occupied by Russian Federation any goods, services, technologies or confidential information supplied under or in connection with an Oxsensis Purchase Order.

- (2) The External Provider shall undertake its best efforts to ensure that the purpose of paragraph (1) is not frustrated by any third parties further down the commercial chain, including by possible resellers.
- (3) The External Provider shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph (1).
- (4) Any violation of paragraphs (1), (2) or (3) shall constitute a material breach of an essential element of the Purchase Order, and the External Provider shall be entitled to seek appropriate remedies, including, but not limited to:
 - i. termination of the Purchase Order; and/or
 - ii. a penalty of 10 % of the total value of the Purchase Order or price of the goods, services, technologies or confidential information exported, whichever is higher.
- (5) The External Provider shall immediately inform Oxsensis about any problems in applying paragraphs (1), (2) or (3), including any relevant activities by third parties that could frustrate the purpose of paragraph (1). The External Provider shall make available to Oxsensis information concerning compliance with the obligations under paragraph (1), (2) and (3) within two weeks of the simple request of such information.

