

ULTRA MARITIME

ULTRA SONAR SYTEMS LIMITED STANDARD TERMS AND CONDITIONS OF PURCHASE

1 Definitions

The following definitions shall have the following meanings within the context of these terms and conditions:

- a) **“Order”** shall mean the Purchase Order for the Goods identified herein;
- b) **“Buyer”** shall mean Ultra Sonar Systems Limited;
- c) **“Supplier”** shall mean the company identified on the front of the Order;
- d) **“Goods”** shall mean the equipment, software and/or services the Supplier is required to delivery/complete as identified on the front of the Order;
- e) **“Party or Parties”** shall mean the Buyer or the Supplier as individuals or collectively, depending on the context;
- f) **“Cyber Security Incident”** is the loss or unauthorised destruction, alteration, disclosure of, access to, or control of a Digital Environment;
- g) **“Cyber Security”** is technologies, processes, procedures and controls that are designed to protect Digital Environments from Cyber Security Incidents;
- h) **“Digital Environment”** is information technology systems, operational technology systems, networks, internet-enabled applications or devices and the data contained within such systems; and
- i) **“Terms and Conditions”** shall mean these Ultra Sonar Systems Limited Standard Terms & Conditions of Purchase.

2 Acceptance of Order

- 2.1 The commencement date of the Order is the date as specified on the front of the Order.
- 2.2 By undertaking any activity in respect of the Order, the Supplier acknowledges and accepts the requirements and terms stated herein without exception.
- 2.3 Any acknowledgement of this Order issued by the Supplier to the Buyer which specifies the Supplier's terms and conditions of sale or any other terms, shall be null and void and shall constitute as acceptance of the Order by the Supplier in accordance with Clause 2.2 of these terms and conditions.
- 2.4 Modifications or additions to this Order, to be effective, must be made in writing and be signed by Buyer's authorised representative.

3 Supplier's representations and compliance with laws

- 3.1 The Supplier represents and warrants that it:
 - 3.1.1 is duly organised as a business corporation, and is in good standing under the laws of the jurisdiction of its incorporation;
 - 3.1.2 is duly licensed or qualified and is in good standing wherever necessary to carry on its business;
 - 3.1.3 has the power and authority and all the necessary licenses and permits to carry on its present business and operations and to perform its obligations under this Order;
 - 3.1.4 is aware of its obligations under the Modern Slavery Act legislation and has taken reasonable steps to ensure that there is no Forced Labour (as defined by the International Labour Organisation) or human trafficking used in the Supplier's business or that of its supply chain. The Supplier also confirms it has put in place all necessary processes, procedures, investigations, and compliance validation systems to ensure that it remains satisfied that no Forced Labour or human trafficking will be used in the Supplier's business or that of its supply chain;
 - 3.1.5 will advise Buyer if any conflict minerals (defined as tantalum, tin, gold or tungsten) are contained in any of their products and if any of these minerals originated in the Democratic Republic of the Congo (DRC) or adjoining countries; and

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3.1.6 complies with the Bribery Act 2010 or any other applicable anti-bribery, anti-money laundering, anti-trust or competition laws or regulations and shall not undertake any actions which contravene it. Furthermore, the Supplier agrees to comply with Ultra's Supplier Code of Conduct, unless it can successfully demonstrate that it has its own policies which are broadly comparable and are adhering to them accordingly.

The Supplier will comply with and observe all applicable laws, orders, statutes, rules, decrees, regulations, by-laws, ordinances, ministerial orders, rules and specifications and standards that have application to this Order and the performance by the Supplier of its obligations under this Order. Should it be determined that the Supplier is not in compliance with the requirements of this Clause, Buyer reserves the right to terminate part or all of this Order in accordance with Clause 14 Termination Clause.

4 Price

- 4.1 In consideration for the Supplier providing the Goods identified in this Order, the Buyer hereby agrees to pay the Supplier the monies identified for the Goods as specified on the front of the Order. Such payment will be in full and final settlement for the Supplier discharging its obligations under the Order.
- 4.2 The prices identified within the Order are in Pounds Sterling (unless otherwise stated on the Order) and are considered firm and non-variable throughout the duration of the Order.
- 4.3 The prices are inclusive of any local or national taxes, tooling, compliance with CE marking requirements, packaging to avoid damage or deterioration during shipment, and shipping/unloading costs to the Buyer's premises. UK VAT is excluded. Any tooling purchased by the Supplier and funded by the Buyer through the Order, shall become the property of the Buyer and shall be delivered to the Buyer upon completion of the Order (unless otherwise agreed).
- 4.4 In the event that the Order is in fulfilment of a requirement for the UK Ministry of Defence, where:
 - 4.4.1 the Goods are being imported into the UK, then the Supplier shall immediately inform the Buyer to determine whether import duty can be waived. If import duty can be waived but has been included within the prices for the Goods, then the Buyer shall be entitled to receive a reduction in the price equivalent to the value of the import duty; and/or
 - 4.4.2 the value of the Order is in excess of £1,000,000 (One Million pounds sterling) and has not been determined by competition, then the following provisions from the UK Government's 'DEFCON 802 - Open Book on subcontracts that are not Qualifying Subcontract' will apply

5 Payment

- 5.1 The Supplier shall only be entitled to claim payment for the Goods once they have been accepted by the Buyer, unless otherwise identified on the Order.
- 5.2 Upon acceptance of the Goods by the Buyer, the Supplier shall submit a commercially formatted invoice identifying the Goods for which payment is being claimed, marked "ATTN: Accounts Payable via e-mail to accounts.payable@ultra-css.com". UK VAT shall be separately identified along with the Supplier's EU VAT number on all invoices. The invoice must clearly identify the Order number, the Goods requiring payment and a copy of any acceptance certificate or Certificate of Conformity (the originals must accompany the Goods when delivered/completed).
- 5.3 The Buyer shall have 45 (forty-five) calendar days (unless otherwise stated on the Order) in which to reimburse the Supplier for the invoice received in accordance with clause 5.1. Payment to the Supplier shall either be via a cheque or electronic bank transfer, whichever is the preferred method of the Buyer.
- 5.4 The Buyer shall duly notify the Supplier within a reasonable timeframe if the invoice submitted under clause 5.1 will be rejected and provide reasons for such rejection.

6 Title & Risk

- 6.1 Title to the Goods shall transfer to the Buyer upon evidence that an entitlement to pay exists, which is constituted as being acceptance of the Goods in accordance with Condition 8.

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- 6.2 Risk in the Goods shall not transfer to the Buyer until the Goods have been delivered/completed and accepted by the Buyer unless contradicted by any INCOTERMS. Risk shall revert back to the Supplier if the Goods are rejected under Condition 7.
- 6.3 In the event that this Order is to fulfil a requirement of the UK Ministry of Defence, then the provisions of DEFCON 649 Vesting, shall apply and take precedence over any other provision stated in this Condition 6.

7 Quality & Warranty

- 7.1 The Supplier shall comply at all times with the Supplier assurance requirements that are set out in the Buyer's Supplier Assurance Requirements 1111-0000632.
- 7.2 The Supplier confirms that the Goods specified in this Order conform in all respects to any identified specifications identified herein, and that any material supplied in respect of the Goods are new and of current manufacture (unless otherwise stated in the Order). Any Goods containing software shall contain all of the features and facilities identified in the Order and be defect free.
- 7.3 The Supplier shall not make any change in the design, specification, material, manufacturing location, workmanship standards or manufacturing process used by it in producing any Goods covered by this Order without prior written notice to and consent in writing from the Buyer. The Supplier's notice shall include an accurate and complete description of the proposed change and any effect it may have on the operating or performance characteristics of the Goods. The Buyer's consent to any such change shall not relieve the Supplier from any of its obligations hereunder or otherwise in respect of Goods supplied under an Order.
- 7.4 If within 12 (twelve) calendar months (or other time as mutually agreed upon) from final acceptance by the Buyer or the Buyer's customer whichever is the later, the Goods are discovered to contain faults, design errors or have otherwise been constructed poorly so as to adversely affect the performance or usage of the Goods, then the Supplier shall at no cost to the Buyer rectify/repair or replace the faulty Goods. In such instances the Supplier shall be liable for all costs associated with the corrective action, transportation, and any dismantling and re-assembly costs. The balance of the warranty period shall apply to the corrected Goods.

8 Acceptance & Rejection

- 8.1 Unless otherwise stated in the Order, the Supplier shall ensure that Goods (equipment and software only) are supplied with an original Certificate of Conformity and packing note, or that the acceptance of any service Goods are subject to the Buyer signing an appropriate acceptance certificate.
- 8.2 Unless otherwise identified on the Order, the Supplier shall agree with the Buyer in advance of delivering/completing the Goods the method and process of the Buyer accepting the Goods.
- 8.3 In the event the Buyer rejects the Goods, then the Supplier at no additional cost to the Buyer shall either repair/replace or otherwise correct the Goods so that they conform with the requirements of the Order. The Supplier shall be liable for all return and re-delivery shipment costs in such instances of rejection. If the Supplier fails to collect any rejected Goods, then the Buyer shall be entitled to charge the Supplier any costs it incurs for the removing or storing such rejected Goods.

9 Delivery

- 9.1 Timely delivery of the Goods in accordance with the dates identified within this Order is deemed essential. The Supplier shall not deliver the Goods earlier than the specified dates unless otherwise agreed in writing by the Buyer.
- 9.2 The Parties agree that it will be impossible to accurately quantify any financial loss or damage the Buyer will incur if the Supplier fails to deliver the Goods in accordance with the dates as specified in the Order, and therefore the Supplier agrees to reimburse the Buyer liquidated damages as a result of delays in delivery by the Supplier.
- 9.3 Such liquidated damages shall be calculated at 1 % (one percent) of the Order value per week or part week of the delayed Goods, up to a maximum of 10% (ten percent) of the Order value, as a pre-determined

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estimate of losses that the Buyer will incur as a result of delays in delivery by the Supplier. Such amounts owed to the Buyer shall be deducted by the Buyer from the associated Supplier's invoice(s). The payment of liquidated damages shall be without prejudice to any other rights the Buyer has under this Order or common law.

10 Importation of Goods

- 10.1 Prior to accepting this Order the Supplier shall inform the Buyer as to whether there are any end use restrictions relating to the Goods including any intellectual property rights restrictions. Otherwise, the Supplier hereby confirms that they have obtained all necessary Government and other approvals to export the manufactured materials/equipment and/or software into the UK, which then may or may not be incorporated into other equipment's by the Buyer and re-sold to 3rd parties including those outside the UK.

11 Counterfeit

- 11.1 The Supplier shall ensure that counterfeit items are not delivered to the Purchaser. In fulfilling its obligations under the Order, the Supplier shall only purchase and supply or incorporate Goods purchased directly from the OCM (Original Component Manufacturer) or OEM (Original Equipment Manufacturer). Goods shall not be acquired from an Independent Distributor without written consent from the Purchaser.
- 11.2 The Supplier shall as soon as practicable notify the Purchaser if the Supplier becomes aware or suspects that it has acquired counterfeit items. When requested by the Purchaser, the Supplier shall provide documentation that authenticates traceability of the affected Supplies to the OCM or OEM.
- 11.3 In the event that Supplies delivered under the Order constitute or include counterfeit items, the Supplier shall, at its expense promptly replace such counterfeit items with genuine Goods conforming to the requirements of the Order. Notwithstanding any other provision in the Order, the Supplier shall be liable for all costs relating to the removal and replacement of counterfeit items, including without limitation the Purchaser's costs of removing counterfeit items, replacing or reinserting replacement Goods and undertaking any testing necessitated by the reinstallation of.

12 IPR & Copyright

- 12.1 Where the Goods involve any design or development activity which is funded as part of the Order, then unless the Supplier provides a list to the Buyer within 7 (seven) calendar days of receiving this Order identifying any pre-existing rights in that design and development activity, all intellectual property rights to said design and development activity shall vest solely with the Buyer. The assignment of the same shall be automatic upon completion of the Order.
- 12.2 The Buyer shall have copyright in any documentation generated under this Order irrespective of whether such documentation forms part of the Goods or not.
- 12.3 The Supplier shall indemnify the Buyer against any and all costs associated with any claim for infringement of intellectual property rights by a 3rd party as a result of awarding this Order, accepting the Goods, or using the Goods in the prescribed manner. The Supplier shall immediately take responsibility in defending and resolving any such infringement claim so as to allow the Buyer continued use of the Goods.
- 12.4 Unless the Supplier can resolve any infringement claim without affecting the delivery dates as stated in the Order, then the Buyer reserves the right to terminate the Order in accordance with Condition 12.

13 Supplier Default

- 13.1 In the event the Supplier fails to discharge any of its obligations identified in this Order, such a failure shall be deemed a material breach of the Order and subject to the following provisions.
- 13.2 The Buyer shall duly notify the Supplier in writing of the material breach, and the Supplier shall have 30 (thirty) calendar days in which to correct the breach to the satisfaction of the Buyer. Failure by the

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Supplier to satisfactorily correct the breach shall entitle the Buyer to terminate the Order immediately for default.

13.3 In the event of Supplier default, the Buyer shall only be obliged to reimburse the Supplier for monies relating to Goods which have been accepted by the Buyer in accordance with Condition 8.

13.4 In the event the Buyer's re-procurement costs for the defaulted Goods exceed the price that would have been payable to the Supplier had it not defaulted, then the Buyer shall be entitled to reclaim such costs from the Supplier by the most expedient means possible.

14 Termination

14.1 The Buyer retains the right to terminate the Order or part thereof at its convenience at anytime by providing the Supplier with 30 (thirty) calendar days written notice.

14.2 Upon receiving such termination notice, the Supplier shall cease all work immediately as detailed in the notice. The Buyer's liability in such instances shall be limited to actual costs incurred by the Supplier up to the end of the notice period, plus a reasonable level of profit which will be mutually agreed.

14.3 The Supplier shall forward its cost claim in respect of clause 14.2 with supporting rationale as requested by the Buyer and certified by an independent Chartered Accountant as being true and correct. Submission of the claim and rationale shall in no way prejudice the Buyer's right to negotiate a settlement figure with the Supplier. In no event shall the termination costs exceed the price that would have been payable to the Supplier for the terminated Goods.

14.4 Should the Supplier fail to comply with these Terms and Conditions the order may be terminated at no cost to the Buyer.

15 Liability and Indemnities

15.1 The Supplier shall fully and effectively indemnify, keep indemnified and hold harmless the Buyer and its officers, employees, agents, contractors and assigns ("the Indemnified Parties") on demand from and against all losses, liabilities, claims, actions, proceedings, damages, costs (including legal and other professional costs and expenses on a full indemnity basis), and expenses whatsoever, whether direct or indirect and whether arising in tort (including negligence), contract, breach of statutory duty, misrepresentation, or otherwise, incurred by the Indemnified Parties arising out of or in connection with: (1) any breach by the Supplier of any term of this Agreement; (2) any act or omission of the Supplier, its personnel, agents, or subcontractors in the performance of the Supplier's obligations; (3) any claim that any deliverables, goods, services, materials, or information supplied or used by the Supplier infringe any Intellectual Property Rights of a third party; (4) any loss of or damage to property or injury to or death of any person caused by the Supplier or its personnel; or (5) any claim made against the Buyer by a third party arising out of or in connection with the Supplier's acts or omissions.

15.2 This indemnity provision shall apply without limit or cap and shall remain in full force and effect notwithstanding termination or expiry of this Agreement for any reason.

15.3 Nothing in this clause shall operate to exclude or restrict any liability which cannot legally be excluded or restricted under applicable law.

16 Amendments

16.1 The Buyer has the right to vary this Order from time to time. However, no amendments to this Order should be accepted by the Supplier or be binding on the Buyer unless they are authorised in written by the Buyer and issued in the form of an Order amendment from the Buyer's Purchasing Department. Any information issued or provided to the Supplier by the Buyer's Technical Department above the Specification/Scope of Work should be considered as guidance information only and not as instructions to vary or alter the Order.

17 Buyer Information and Equipment

17.1 Any information, data, software, equipment, samples, models etc. provided by the Buyer to the Supplier to aid fulfilment of this Order shall remain the property of the Buyer. The Supplier shall not be entitled to

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copy, modified, re-engineer or otherwise re-distribute such information etc. except for backup purposes. The Buyer provides no warranty as to the accuracy of the information or fitness for purpose of the equipment etc. supplied under Condition.

18 Obsolescence

- 18.1 For a period of 24 (twenty-four) months from completion of this Order, the Supplier is obliged to notify the Buyer within a reasonable notice period but not less than 30 (thirty) calendar days, if the Goods or any part thereof will become or is likely to become obsolete. In such instances of obsolescence, the Supplier shall identify to the Buyer what options are available to overcome such obsolescence. Management of this provision shall be at no cost to the Buyer.

19 Confidentiality

- 19.1 All information relating to this Order shall be considered as confidential between the Parties and shall be maintained in accordance with the Non-Disclosure Agreement, where executed between the Parties. Save for the Buyer sharing relevant information to its customer; the Buyer shall not disclose information shared by the Supplier under the Order to any third party without the prior written consent of the Supplier. Information relating to this Order shall only be released to the personnel of each Party on a need-to-know basis.

20 Assignment and Agency or Partnership

- 20.1 Except for its normal course of business, the Supplier shall neither assign nor transfer its rights or obligations under this Order to a 3rd party without the prior written consent of the Buyer.
- 20.2 The Supplier shall not subcontract all or substantially all work on any of the goods to be supplied or services to be performed under this Order, without prior written approval of the Buyer. This provision shall not apply to purchases of standard commercial articles, or raw materials, including castings, forgings, and rough welded structures on which the Supplier will perform further work.
- 20.3 Upon request by the Buyer, the Supplier shall provide written evidence to the Buyer verifying that its subcontractors have been paid.
- 20.4 Nothing contained within this Order shall constitute or imply any partnership, joint venture, agency or other relationship between the Parties other than the contractual relationship expressly provided for in this Order.

21 Rights of 3rd Parties

- 21.1 The provisions of the Contracts (Rights of 3rd Parties) Act 1999 are specifically excluded from this Order. This Order is mutually exclusive between the Parties unless otherwise identified in any Special Conditions.

22 Law, Jurisdiction, Disputes and Waiver

- 22.1 This Order has been construed in accordance with English Law and is subject to the exclusive jurisdiction of the English Courts. These conditions do not derogate and are in addition to the Buyer's rights under statute and common law.
- 22.2 Any dispute arising under this Order shall in the first instance be resolved using a method of internal management escalation. If after 30 (thirty) calendar days (unless otherwise mutually agreed) the dispute remains unresolved, then the Parties agree to refer the matter for resolution in accordance with the Arbitration Act 1996 or for non-UK Suppliers via the London Court of International Arbitration. The decision arising from such arbitration shall be final and binding. The Parties agree to equally share the costs of such arbitration irrespective of the decision.
- 22.3 Any failure by the Buyer to invoke at any time the provisions of this Order, shall not be considered as a waiver or relinquishment of the Buyer's right to invoke those provisions in the future, and the Supplier shall continue to discharge its obligations under those provisions.

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23 Change

- 23.1 The Buyer may, in writing, from time to time, order the suspension of the work under this Order or make changes in quantities, drawings, designs, form, fit, function, Specifications, services, place of delivery, or delivery schedules, methods of shipment and packaging, and property furnished by the Buyer. If any such change causes an increase or decrease in the price of this Order, or in the time required for the performance of the obligations of the Supplier, the Supplier shall promptly notify the Buyer and assert its claim for adjustment within ten (10) days after the change or suspension is ordered. The Buyer and the Supplier shall negotiate an equitable adjustment, and this Order shall be amended in writing accordingly. However, nothing in this clause shall excuse the Supplier from proceeding immediately with this Order, as changed by the notice from the Buyer, pending resolution of the Supplier's claim. Whether made pursuant to this clause, or by mutual agreement, changes requested by The Buyer shall not be binding upon The Buyer except when confirmed in writing by an authorized representative of the Buyer.
- 23.2 Information, advice, approvals or instructions given by the Buyer's technical personnel or other representatives shall be deemed expressions of personal opinion only and shall not affect the Buyer's and the Supplier's rights and obligations under this Order unless set forth in writing and signed by the Buyer's authorized representative and which states it constitutes an amendment or change to this Order.
- 23.3 The Supplier shall not make any changes to form, fit, or function of goods or make any changes to any manufacturing processes, whatsoever, for the duration of this Order without the prior written approval from the Buyer.

24 Offset

- 24.1 This Order has been awarded cognizance of the Buyer's industrial participation/offset programs. All offset credits resulting from this Order are the sole property of the Buyer and shall, at the Buyer's option, be applied to the industrial/offset program of its choice. The Supplier agrees to assist the Buyer in securing appropriate offset credits from respective government authorities.

25 Publicity

- 25.1 Unless the Buyer gives prior written consent to the Supplier, the Supplier shall not, in any manner, advertise, publish, distribute, or use any information developed under or about the subject matter of this Order, or use, reproduce or imitate for any purpose whatsoever any trademarks or tradenames of the Buyer in the Supplier's advertising materials, promotional materials or in other materials available to the public. No news release in any way relating to the Buyer concerning this Order shall be made by the Supplier to any news media or the general public without the prior written consent of the Buyer. The Supplier shall not disclose the existence of this Order to any other party without the prior written consent of the Buyer.

26 Cybersecurity

- 26.1 The Supplier shall:
- (i) implement appropriate Cyber Security measures and systems and otherwise use reasonable endeavours to maintain its Cyber Security;
 - (ii) have in place appropriate plans and procedures to allow it to respond efficiently and effectively to a Cyber Security Incident; and
 - (iii) regularly review its Cyber Security arrangements to verify its application in practice and maintain and keep records evidencing the same.
- 26.2 The Supplier shall use reasonable endeavours to ensure that any third-party providing services on its behalf in connection with this Contract complies with the terms of subclause (a)(i)-(iii).
- 26.3 If the Supplier becomes aware of a Cyber Security Incident which affects or is likely to affect the Supplier's Cyber Security, it shall promptly notify the Buyer.
- (i) If the Cyber Security Incident is within the Digital Environment of one of the Supplier, the supplier shall:
 - (1) promptly take all steps reasonably necessary to mitigate and/or resolve the Cyber Security Incident;
- and

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(2) as soon as reasonably practicable, but no later than 12 hours after the original notification, provide the Buyer with details of how it may be contacted and any information it may have which may assist the Buyer in mitigating and/or preventing any effects of the Cyber Security Incident.

(ii) The Supplier shall share with the Buyer any information that subsequently becomes available to it which may assist the Buyer in mitigating and/or preventing any effects of the Cyber Security Incident.

26.4 In the event that this Order is to fulfil a requirement of the UK Ministry of Defence, then the provisions of DEFCON 658 Cyber and where necessary Def Stan 05-138 Cyber Security for Defence Contractors, shall apply.

27 Russian and Belarusian exclusion

27.1 The Supplier shall, and shall procure that their sub-contractors shall, notify the Buyer in writing as soon as they become aware that:

- a. the Supplier's Products contain any Russian / Belarussian products and/or services; or
- b. that the Supplier or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian / Belarusian person or entity. Please note that this does not include companies:
 - i. registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or
 - ii. which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.

27.2 The Supplier shall, and shall procure that their sub-contractors shall, include in such notification (or as soon as reasonably practicable following the notification) full details of the Russian/Belarus products, services and/or entities and shall provide all reasonable assistance to the Buyer and where necessary the Buyer's customer to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Product.

27.3 The Buyer and the Buyer's customer shall consider the notification and information provided by the Supplier and advise the Supplier in writing of any concerns the Buyer or the Buyer's customer may have and/or any action which the Buyer or the Buyer's customer will require the Supplier to take. The Supplier shall be required to submit a response to the concerns raised by the Buyer or the Buyer's customer, including any plans to mitigate those concerns, within fourteen (14) business days of receipt of the Buyer or Buyer's customer's written concerns, for the Buyer or the Buyer's customer's consideration.

27.4 The Supplier shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.

28 Special Conditions

28.1 In the event the Buyer is required or deems it necessary to flow down any Special Conditions, then these will be identified on the front of the Order.

29 Order of Precedence

29.1 In the event of any conflict between these Standard Conditions of Purchase and any other document referenced within this Order, then the order of precedence is as follows:

- a) Any provisions on the face of the Order
- b) Any Special Conditions
- c) These Terms and Conditions
- d) The Specification/Scope of Work
- e) Any other document