

E2V TERMS AND CONDITIONS OF PURCHASE

1. ACCEPTANCE

- 1.1 These terms and conditions shall apply to the purchase of all products and any related services ("Products") by an E2V group company ("E2V") from the supplier ("Supplier").
- 1.2 E2V's purchase order for the Products ("Order") will specify the E2V group company submitting it and these terms and conditions shall be incorporated into the Order and form part of the contract.
- 1.3 E2V will only be bound by the Order if it is submitted by an authorised member of the E2V purchasing function ("Buyer"). Any variations to the Order, including a variation to these terms and conditions, shall have no effect unless expressly agreed in writing by the Buyer.
- 1.4 Any of the following acts by the Supplier shall constitute acceptance of the Order and these terms and conditions: (i) signing and returning a copy of the Order to the Buyer or informing E2V, in any manner, of commencement of performance; (ii) delivery of the Products ordered or (iii) returning the Supplier's own form of acknowledgement.
- 1.5 Any additional or different term or condition endorsed upon, delivered with or contained in the Supplier's acknowledgement form, or otherwise communicated by the Supplier in accepting the Order, shall be deemed to be a material alteration of the Order and is hereby rejected by E2V. Any such term or condition shall be inapplicable to the Order unless specifically agreed to in writing and authorised by the Buyer. Acceptance of the Products will constitute acceptance by E2V of the Supplier's terms and conditions. To the extent the Order is in any way deemed to be an acceptance of a quotation or other offer by the Supplier, any such acceptance is expressly conditional upon the consent of the Supplier to the terms and conditions of the Order.
- 1.6 Where a Government condition or any other special condition is incorporated in the Order directly or by reference that condition will apply. E2V will not be bound by any other language version of these terms and conditions and the original English language version will prevail.
- 1.7 In the event of conflict between any other language version of these terms and conditions and the original English language version will prevail.

2. PRICE AND DELIVERY.

- 2.1 The Supplier shall furnish the Products in accordance with the prices and delivery schedule stated on the face of the Order. The Supplier shall offer its lowest prices and best delivery dates. The Supplier warrants that the prices charged for the Products will be as low as the lowest prices charged by the Supplier to any customers purchasing similar Products in similar quantities.
- 2.2 Prices will not be increased during the duration of the Order.
- 2.3 All prices, with the exception of VAT, shall include all other applicable taxes, fees and duties. No additional charges shall be made unless agreed in advance.
- 2.4 E2V may return or store at the Supplier's expense, any Products delivered in advance of the delivery date specified for such Products. Unless otherwise stated on the face of the Order, no variation in quantity is permissible and E2V may return over shipments at no increase in price.
- 2.5 Any time for delivery or completion shall be subject to the assistance. The Supplier undertakes to notify E2V in writing without delay of any change in circumstances which may delay delivery. E2V shall be entitled to cancel the Order and/or claim reimbursement for all losses and expenses suffered in the event that: (i) the Supplier fails to deliver the Products in accordance with the terms of the Order; or (ii) the Supplier fails to make progress with the Order so as to jeopardise the purpose of the Order.
- 2.6 If the Products shall be delivered to the E2V nominated location, DDP (Incoterms 2010) unless otherwise specified on the Order. The Supplier shall bear all risk of loss or damage to the Products until delivery of the Products to the nominated address. All Products shall be packaged, marked, and otherwise prepared in accordance with good commercial practices to obtain lowest shipping rates and any instructions on the Order. The Products will be marked with E2V's Order Number and accompanied by paperwork that identifies the Order, the quantity and the description (including where appropriate weight and dimensions) of the Products.
- 2.7 Ownership of the Products shall pass to E2V upon delivery to the nominated address, or upon payment, whichever is the earlier.

3. INVOICING

- 3.1 After each delivery of Products provided under the Order, the Supplier shall send an invoice showing any VAT separately, referencing the E2V's Order number and line item(s), accompanied (if applicable) by a bill of lading or express receipt. Payment of the invoice shall not constitute acceptance of the Products and shall be subject to appropriate adjustment for failure of the Supplier to meet the requirements of the Order. E2V may set off any amount owed by the Supplier or any of its affiliated companies to E2V against any amount owed by E2V to the Supplier under the Order.
- 3.2 Payment shall be made by E2V on the basis of a net two month account unless otherwise specified on the Order.

4. DATA AND SOFTWARE

- 4.1 For data other than computer software delivered pursuant to or in connection with the Order, the Supplier grants to E2V, and all others acting on its behalf, a paid-up, non-exclusive, irrevocable worldwide license, including a right to sublicense, to its subcontractors, customers and their end-users, of all such data, including copyrighted data, to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of E2V or E2V's, its subcontractors, customers' or their end-users' use or performance.
- 4.2 For computer software delivered pursuant to or in connection with the Order, the Supplier grants to E2V, a paid-up, non-exclusive, irrevocable worldwide license, including a right to sublicense, to its subcontractors, customers and their end-users, of all such computer software, including copyrighted or patented software, to reproduce, prepare derivative works, and perform publicly and display publicly, by or on behalf of E2V or E2V's, its subcontractors, customers' or their end-users' own use or performance.

5. QUALITY AND INSPECTION

- 5.1 The Products shall be of the best available design, of the best quality, material and workmanship, be without fault and will comply with all relevant specifications, packaging requirements, applicable work instructions and legislation and directives taken at the latest issue, supplement or amendment, unless otherwise stated.
- 5.2 All Products may be inspected and tested by E2V, its authorized agent or third party, its customers and higher tier contractors, on notice at all times and places. To facilitate such inspection or testing or for other reasons, such as, but not limited to auditing on the Supplier's premises, or the Supplier's subcontractor's premises, the Supplier shall provide, without additional charge, all reasonable facilities and assistance for such inspections and tests. In its internal inspection and testing of the Products, the Supplier shall, if required by E2V, use an inspection system accepted by E2V in writing. All inspection records relating to the Products shall be available to E2V during the performance of the Order, and for such longer periods as may be specified in E2V's purchase order.
- 5.3 Final inspection and acceptance by E2V shall be at the delivery destination unless otherwise specified in the Order. Such inspection shall be in accordance with E2V's customary established inspection procedures in place at the delivery destination of the Products. If rejection of a shipment would result from E2V's normal inspection level under such procedures, E2V may, at its option, conduct an above-normal level of inspection, up to and including inspection, and acceptance, at the Supplier's expense, at the Supplier's option, at the Supplier's option, either return to the Supplier or to E2V in writing (including source inspection), tests, approval (including design approval), or acceptance of the Products shall relieve the Supplier from responsibility for any defects, including latent defects, in the Products, the Supplier's warranty obligations in clause 6.1 below or other failures to meet the requirements of the Order.
- 5.4 If the Products do not conform to the requirements of the Order, E2V may, by written notice to the Supplier, at its discretion (i) reject such Products (part or the whole of the Order) and return them to the Supplier at the risk and cost of the Supplier and obtain the refund all payments made by E2V, (ii) accept such Products at a fair and reasonable reduction in price, (iii) reject such Products (the whole or part of the Order), return them to the Supplier at the risk and cost of the Supplier and require the delivery of replacements (deliveries of replacements shall be accompanied by a written notice specifying that such Products are replacements), (iv) replace or carry out any other work necessary to make the Products comply with the Order and charge the Supplier the cost thereof (including any incidental costs), or (v) terminate the Order for cause as provided in clause 18.2 below.
- 5.5 Rights granted to E2V under this clause 5 are in addition to any other rights or remedies provided elsewhere in the Order or under law. 5.7 In the event that it is impractical to return the rejected Products to the Supplier, E2V may require the Supplier to carry out the necessary re-design, repair, modification or replacement as appropriate at the Supplier's expense where the Products are localised.
- 5.8 E2V will suspend payment of any invoice relating to Products not in conformity with the Order.

6. WARRANTIES

- 6.1 In addition to all other express or implied warranties, the Supplier warrants that the Products will (i) be free from defects in quality, workmanship and materials, (ii) conform to the design, specifications, drawings, samples, or other descriptions referred to on the Order, (iii) be suitable for the purposes, if any, which are stated on the face of the Order, and (iv) conform with all the other requirements of the Order.
- 6.2 These warranties, and all other warranties, express or implied, shall survive delivery, inspection, acceptance and payment and shall run to E2V and its customers at whichever tier.
- 6.3 In addition to any other rights E2V may have, if Products are found not to be as warranted within a period of one (1) year, or such longer period as has been agreed, after acceptance by E2V, E2V may return such Products to the Supplier, at the Supplier's expense, for correction, replacement or credit, as E2V may direct. Any Products corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement Products, be subject to the provisions of this clause 6 for the same period and to the same extent as Products initially furnished pursuant to the Order.
- 6.4 As to services, in addition to any express or implied warranties, the Supplier warrants that it possesses the requisite expertise, facilities and equipment necessary and appropriate to perform the services, and that such services shall be performed in a safe and workmanlike manner. In addition to any other rights E2V may have, if the services are found not to be performed as warranted within a period of one (1) year or such longer period as has been agreed, after acceptance by E2V, E2V may return such Products to the Supplier, at the Supplier's expense, for correction, replacement or credit, as E2V may direct. Any Products corrected or furnished in replacement shall, from the date of delivery of such corrected or replacement Products, be subject to the provisions of this clause 6 for the same period and to the same extent as Products initially furnished pursuant to the Order.

7. MATERIALS AND TOOLING

- 7.1 If E2V furnishes the Supplier with material or equipment (such as special dies, moulds, jigs, tools, test equipment, masks, etc.) or pays for such material or equipment, title thereto shall remain or vest in E2V, and the Supplier shall label, identify as E2V's property, maintain and preserve (to ensure it is kept free from damage, deterioration, contamination and misuse) such material and equipment and shall dispose of it (including scrap) only in accordance with E2V's written direction or return it to E2V's nominated address at the Supplier's cost, upon request. In the event that equipment has only been partly funded by E2V, E2V and the Supplier shall jointly own the equipment in proportion to their respective funding. In circumstances where E2V terminates the Order E2V will become the owner of the partly funded equipment upon payment of a reasonable sum taking into account the Supplier's investment in the tooling and the current state of the tooling.
- 7.2 Unless otherwise authorised in writing by E2V, the Supplier shall use such material or equipment exclusively in the performance of the Order. The Supplier shall be responsible for any loss, damage or destruction to such material or equipment. All material or equipment shall be held where E2V instructs. E2V reserves the right to enter on notice any premises where the material and equipment is located in order to inspect, stock check or obtain the return to E2V of such material and equipment.
- 7.3 The Supplier must examine all material or equipment furnished by E2V to ascertain its suitability for the purpose for which it has been furnished prior to using it and continually through its use. Any problems with use must be immediately advised to E2V in writing.

8. PROPRIETARY INFORMATION

- 8.1 Unless a Confidentiality Agreement is in place between the parties, the terms of which will prevail, the provisions of this clause 8 will apply.
- 8.2 All information provided by the Supplier shall not be confidential and E2V may use it for any purposes whatsoever.
- 8.3 All information obtained by the Supplier from E2V pursuant to the Order shall be received in confidence and shall remain the property of E2V, and shall be used by the Supplier only to the extent necessary for the performance of the Order. The Supplier shall not disclose any E2V information to third parties without E2V's prior written approval. The Supplier shall return all of E2V's information upon completion or termination of the Order.
- 8.4 The Supplier shall not make or authorise any news release, advertisement, or other disclosure which shall deny or confirm the existence of the Order without the prior written consent of E2V.

9. SUB-CONTRACTS AND ASSIGNMENT

- 9.1 The Supplier shall not subcontract any parts of the work called for by the Order without E2V's prior written approval.
- 9.2 The Supplier shall not assign the Order or any rights under the Order without the prior written approval of E2V and no purported assignment by the Supplier shall be binding on E2V without such written consent.
- 9.3 Any subcontracting or assignment authorized by E2V must be conducted in accordance with E2V instructions.
- 9.4 In any event the Supplier shall remain responsible for the fulfillment of the Order and compliance with these terms and conditions

10. COMPLIANCE WITH LAWS

- 10.1 The Supplier shall comply with all laws, statutes, ordinances, rules and regulations in the manufacture, sale and provision of the Products.
- 10.2 The Supplier undertakes to respect all legal rules and regulations in respect of employment of children and in particular the legal age of admission to work.
- 10.3 The Supplier undertakes to take into account the respect of the environment when taking decision having an environmental impact. The Supplier undertakes to observe all legal rules and regulations in respect of environment and to take the steps enabling it to prove, if requested by E2V, the good performance of its obligations in respect of environment.

11. COUNTERFEIT GOODS

- 11.1 For the purposes of this Clause: (i) "Suspect Counterfeit Items" means material, component, part, assembly, sub-assembly, product and any other item forming part of the Product ("Items") in which there is an indication by visual inspection, testing, or other information that it may have been misrepresented by the Supplier or manufacturer and may meet the definition of Counterfeit Items; (ii) "Counterfeit Items" means Suspect Counterfeit Items that are proven to be counterfeit goods without legal right or authority or whose material, performance, identity or characteristics are misrepresented by a supplier in the Supplier's supply chain; (iii) "Identity" means information including but not limited to the original manufacturer, trademark or other intellectual property, part number, date code, lot number, applied testing methods and the results, inspection performed, documentation, warranty, origin, alterations, tampering, salvage, recycling, ownership history, packaging, physical condition and previous use or rejection.
- 11.2 The Supplier warrants that Counterfeit Items shall not be supplied to or installed in the Products by the Supplier.
- 11.3 The Supplier warrants that only new, unused and authentic Items shall form part of the Products and shall be supplied to e2v.
- 11.4 The Supplier may only purchase Items directly from Original Component Manufacturers (OCMs), OCM authorised distributors that can provide audit traceability back to the Original Component Manufacturers (OCMs) or Original Equipment Manufacturers (OEMs). Items that were not provided by these sources is not authorised unless first approved in writing by E2V. The Supplier must present compelling support for its request for E2V's approval (e.g., OCM documentation that authenticates supply chain traceability of the parts to the OCM) and include in its request all actions to ensure the Items thus procured are new, unused and authentic Items.
- 11.5 If Counterfeit Items or Suspect Counterfeit Items are furnished under the Order such Products shall be impounded. The Supplier shall promptly replace such Products acceptable to E2V and the Supplier shall be liable for all costs relating to impoundment, removal and replacement. E2V may notify and turn Counterfeit Items over to Government authorities for investigation and E2V reserves the right to withhold payment pending the results of the investigation.

- 11.6 This Clause applies in addition to any quality provision, specification, statement of work or other provision included in the Order addressing the authenticity of Products. To the extent that such provisions conflict with this Clause, this Clause shall prevail.
- 11.7 The Supplier shall flow down these requirements to the Supplier's supply chain for any Items that are intended for E2V. Any inability or unwillingness of a lower-tier supplier to comply with this Clause should be documented in writing and submitted immediately to E2V.

12. CONFLICT MINERALS

- 12.1 The Supplier consents, consistent with the public policy underlying enactment of the Conflict Minerals provision (Section 1502) of the United States Dodd-Frank Wall Street Reform and Consumer Protection Act (the "Act") and where appropriate, the implementation of the OECD Due Diligence Guidance for Responsible Supply Chains of Minerals from Conflict-Affected and High Risk Areas, the significant legal and non-legal risks associated with sourcing tin, tantalum, tungsten and gold (the "Conflict Minerals") from the Democratic Republic of Congo and adjoining countries ("DRC Countries") and agrees that any product supplied to E2V will be compliant with Section 1502 of the Act and will not contain Conflict Minerals that directly or indirectly finance or benefit illegal armed groups or result in human rights abuses which contribute to conflict in the DRC Countries.
- 12.2 In order for E2V to make proper and accurate disclosures as and when required the Supplier shall have in place a supply chain policy and processes to undertake (1) a reasonable enquiry into the identity of origin of conflict minerals incorporated into products it provides to E2V; (2) due diligence of its supply chain, as necessary, to determine if Conflict Minerals sourced from the DRC Countries directly or indirectly support unlawful conflict and human rights abuses there, and (3) risk assessment and mitigation actions necessary to implement the country of origin enquiry and due diligence procedures. The Supplier shall take all other measures as necessary to comply with the Act and its implementing regulations, as they may be amended over time.

13. HEALTH AND SAFETY

- 13.1 The Supplier, its employees, agents and sub-contractors shall comply with the local procedures relating to discipline, fire, health and safety when on E2V's site(s). The Supplier will promptly provide E2V with all present and future instructions relating to the use and disposal of Products and in particular draw attention to any dangers or hazards or restrictions associated with the Products.

14. CLEAR TITLE

- 14.1 The Supplier shall furnish, upon E2V's request, waivers by the Supplier and all other persons entitled to assert any lien rights in connection with the performance of the Order. The Supplier warrants that all Products are free from any liens and encumbrances.

15. INTELLECTUAL PROPERTY

- 15.1 All intellectual property, including, but not limited to all technical information, data, technology, design rights or copyrights ("Intellectual Property") arising from the Order shall vest in E2V. The Supplier shall inform E2V as soon as possible of any Intellectual Property so arising. The Supplier shall provide all Intellectual Property to E2V upon E2V request.
- 15.2 The Supplier shall provide all reasonable assistance required by E2V to protect or preserve any Intellectual Property.
- 15.3 E2V shall have the right to use and/or reproduce the Supplier's applicable literature such as operating and maintenance manuals, technical publications, prims, drawings, training manuals and other similar supporting documentation and sales literature. The Supplier shall advise E2V of any updated information relative to the foregoing literature and documentation with timely notifications in writing.

16. INDEMNITY

- 16.1 The Supplier shall keep E2V indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by E2V caused by or resulting from (i) any claim made against E2V in respect of any liability, loss, damage, injury, cost or expense sustained by E2V's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Products as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Order by the Supplier, its sub-contractors, agents or employees (ii) any breach of the warranty in clause 6 above, (iii) any failure to comply with the provisions of clause 10 or 11 above, or (iv) an infringement or alleged infringement of any Intellectual Property rights caused by the use, manufacture or supply of the Products, except where such infringement resulted from the Supplier's compliance with detailed designs provided by E2V.
- 16.2 The Supplier shall carry and maintain insurance coverage sufficient to cover all obligations herein, and, upon E2V's request, shall furnish E2V with satisfactory evidence of such insurance.

17. EXPORT CONTROL OR SIMILAR REGULATIONS

- 17.1 The Supplier shall obtain at its own expense all export licences or similar authorisations required to supply the Products to the delivery location specified in the Order.
- 17.2 The Supplier warrants that it has complied with all export control provisions applicable to the Order and holds harmless and indemnifies E2V against all consequences of any breach of such controls by the Supplier, its subcontractors or suppliers at any tier.
- 17.3 At the earliest possible opportunity and in no event later than acceptance of the Order, the Supplier shall provide to E2V full details of any export, re-export, import, or similar controls applicable to the Products, components thereof, or related designs and specifications.

18. CESSATION OF PRODUCTION

- 18.1 If the production of any Products, is to be permanently discontinued by the Supplier at any time within two (2) years after the final delivery of such Products under the Order, the Supplier shall give E2V at least one hundred and eighty (180) days prior written notice of such discontinuance. The Supplier shall accept Orders from E2V for such quantity of Products as required by E2V, at the prevailing quality and a maximum of the prevailing price until E2V has secured an acceptable alternative source of supply or, at E2V's option, agree free access rights to E2V or a company designated by E2V to the Intellectual Property in the Products.

19. CHANGES

- 19.1 E2V may, at any time, in writing, suspend performance of the Order in whole or in part; make changes in the drawings, designs, specifications, method of shipment or packing, or time or place of delivery of the Products; or require additional or diminished Products. If any such change causes an increase or decrease in the cost, as evidenced by an account from the Supplier, of, or the time required for performance of the Order, a fair and reasonable adjustment shall be made to the contract price or delivery dates or both, and the Order shall be modified in writing accordingly.
- 19.2 Any claim for adjustment may, at E2V's option, be deemed to be absolutely and unconditionally waived unless asserted in writing (including the amount of the claim) and delivered to E2V within fifteen (15) days from the date of receipt by the Supplier of the change Order. If the cost of the product made obsolete or excess as a result of a change is paid by E2V, E2V may prescribe the manner of disposition of such property.
- 19.3 Nothing herein shall excuse the Supplier from proceeding with the Order as changed.
- 19.4 The Supplier shall advise the Buyer in writing of all proposed changes in the specification or method of construction of the Products supplied including but not limited to changes in form, fit, function, service life, reliability, maintainability, interchangeability or safety. In the event of the Buyer accepting the change, written approval will be sent to the Supplier.

20. TERMINATION

- 20.1 Without Cause: E2V may terminate, for its convenience, all or any part of the Order at any time by written notice to the Supplier. The Supplier shall comply with all directions given by E2V with regard to the Products. The Supplier shall submit an account to E2V within one (1) month of the date of notice of termination with written evidence of costs incurred. E2V will agree a fair and reasonable price for all work performed at the time of the termination and may undertake a third party audit of the Supplier account at E2V's option. The Supplier will mitigate all costs incurred. IN NO EVENT WILL E2V BE LIABLE FOR MORE THAN THE PRICE OF THE ORDER OR PART ORDER TERMINATED AND SHALL NOT BE REQUIRED TO COMPENSATE THE SUPPLIER FOR LOSS OF ANTICIPATED PROFITS OR ANY CONSEQUENTIAL LOSS.
- 20.2 With Cause: If the Supplier breaches the Order or these terms and conditions in any way and does not rectify such breach within ten (10) days after notice from E2V, E2V may (in addition to any other right or remedy provided by the Order or by law) terminate all or any part of the Order by written notice to the Supplier. Such termination shall be without liability to E2V and E2V may purchase substitute Products elsewhere and the Supplier shall be liable to E2V for any excess cost occasioned thereby. In case of termination by E2V of a development, the Supplier shall grant E2V or the company designated by E2V all the documentations and intellectual property rights necessary to complete the development.
- 20.3 Insolvency: If the Supplier becomes insolvent, has a receiver or administrator appointed, is compulsorily or voluntarily wound up or E2V has reason to believe that any such events may occur then E2V may, without prejudice to any other right, suspend the performance of or terminate the Order without liability other than for Products accepted prior to the suspension or termination.
- 20.4 Continuing Obligations: The Supplier shall continue performance of the Order to the extent not terminated.

21. FORCE MAJEURE

- 21.1 E2V reserves the right to defer the date of delivery or payment or to cancel the Order or reduce the volume of the Products ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of E2V including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability of access in obtaining supplies of adequate or suitable materials.

22. WAIVER AND SEVERANCE

- 22.1 The failure or delay of E2V to insist upon the performance of any provision of the Order, or to exercise any right or privilege granted to E2V under the Order, shall not be construed as waiving such provision or any other provision of the Order, and the same shall continue in full force and effect.
- 22.2 Any waiver by E2V of any breach of, or any default under, any provision of the Order by the Supplier shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Order.
- 22.3 If any provision of the Order is found to be illegal or otherwise unenforceable by any court or other judicial or administrative body, the other provisions of the Order shall not be affected thereby and shall remain in full force and effect.

23. LAW

- 23.1 The Contract shall in all respects be governed and construed in accordance with the following laws:
- 23.2 For E2V group companies in the USA - the State of New York, USA, excluding its conflicts of laws provisions. Any unresolved disputes shall be finally settled under the international arbitration rules of the American Arbitration Association. The seat of arbitration shall be New York, New York, USA.
- 23.3 For E2V group companies in France - the Laws of France and subject to the exclusive jurisdiction of the French courts unless it is otherwise agreed between the parties that any unresolved disputes between them shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be Paris, France.
- 23.4 For all other E2V group companies the laws of England and Wales and subject to the exclusive jurisdiction of the English courts unless it is otherwise agreed between the parties that any unresolved disputes between them shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce. The seat of arbitration shall be London, England.

24. ENTIRE AGREEMENT

- 24.1 The Order, and any supplemental sheets and riders annexed thereto by E2V, contains the complete and entire agreement between the parties as to the subject matter thereof and replaces and supersedes any prior or contemporaneous communications, representations or agreements, whether oral or written, with respect to such subject matter.