



# TERMS AND CONDITIONS - DOMESTIC PURCHASE ORDERS

These Terms and Conditions apply to any Order(s) between **Virgin Orbit, LLC**, a Delaware limited liability company (“**Buyer**” or “**Virgin Orbit**”) and the company identified on the Order(s) (“**Supplier**”) (with all capitalized terms used without definition having the meanings given to them in Section 19). Buyer reserves the right to change these terms and conditions at any time without prior notice.

**1. ACCEPTANCE; SPECIFICATIONS.** Supplier shall accept the Order and all terms and conditions contained in the Order, including these Terms and Conditions, either by (i) beginning performance under the Order, or (ii) giving Buyer an acknowledgement of the Order. Supplier shall comply with all Specifications, including with respect to any services that are provided in conjunction with delivery of Goods.

## 2. DELIVERY AND PAYMENT.

**2.1 Delivery Date.** Supplier shall deliver Goods in the quantity and at the Delivery Date as specified in the Order. Time is of the essence in Supplier’s performance.

**2.2 Shipping.** Supplier shall perform to the packaging, shipping, billing and invoicing instructions as specified in the Order. If required under the Order, Supplier shall (i) provide all relevant information and documents, including but not limited to any freight measurement and declarations and (ii) be responsible for all shipping, freight and insurance charges. In the absence of any instructions on the Order, all shipments shall be delivered to Buyer FOB Destination as defined by the Uniform Commercial Code.

**2.3 Delays.** Whenever there is an actual delay or threat to delay the timely performance of the Order, Supplier shall immediately notify Buyer in writing of the probable length of any anticipated delay and take, and pay for, all activity to mitigate the potential impact of any such delay. If Supplier is unable to deliver Goods by the Delivery Date, Buyer may, without liability: (i) reduce or cancel its requirements for any part of the quantity of the Goods that cannot be delivered by the Delivery Date, or (ii) reallocate to another Order, or reschedule, any portion of the Goods that cannot be delivered by the Delivery Date.

**2.4 Payment.** Payment terms shall be net 45 from date of receipt of Goods under an Order and shall not be subject to any economic price adjustment.

**2.5 Waiver and Release on Final Payment.** Buyer shall not be responsible for and Supplier shall not submit charges on invoices received more than 120 days after the shipment of Goods in the Order, unless otherwise indicated in a written agreement signed by both parties.

## 3. INSPECTION OF GOODS.

**Inspection.** Supplier shall only tender Goods to Buyer that have passed inspection in accordance with the applicable inspection system and that otherwise conform to all requirements of an Order. Buyer may provide written notice of receipt of the Goods to Supplier. However, unless Buyer states otherwise in writing, acceptance of the Goods shall not occur until sixty (60) days following Buyer’s receipt of Goods

(“**Inspection Period**”), even if Buyer has paid for and begun use of the Goods. Transfer of title to Buyer shall not constitute acceptance.

**3.1 Non-conforming Goods.** During the Inspection Period, Buyer may reject any Goods that do not conform to the Specifications and shall have no obligation to pay for such non-conforming Goods. Supplier shall assume title and risk of loss of all non-conforming Goods and shall promptly reimburse Buyer for all costs incurred by Buyer as a result of the inspection and rejection of non-conforming Goods. Buyer shall not be liable for any profit Supplier would have made on any non-conforming Goods nor for incidental damages.

## 4. WARRANTY.

**4.1 Warranty.** Supplier warrants that all Goods delivered under the Order shall be and continue to be until the one (1) year anniversary of the receipt of the Goods (the “**Warranty Period**”): (i) merchantable and fit for the purpose intended and operate as intended; (ii) new upon receipt, unless Buyer agrees otherwise in writing prior to shipment; (iii) free from defects in material and workmanship; (iv) conform to applicable Specifications; (v) free from liens or encumbrances on title; and (vi) non-infringing on any patent, published patent application, or other intellectual property rights of any third party as of the date of receipt.

**4.2 No Use of Counterfeit Parts.** Supplier represents and warrants that none of the supplies or materials used or incorporated into any Goods are suspect or counterfeit parts. Suspect or counterfeit parts are (a) parts that may be of new manufacture, but are misleadingly labeled to provide the impression they are of a different class or quality or from a different source than is actually the case, and/or (b) refurbished parts, complete with false labeling, that are represented as new parts (“**Counterfeit Parts**”). Supplier shall be liable for all costs incurred by Buyer to remove and replace Counterfeit Parts.

**4.3 Survival.** All other warranties, express or implied, shall survive delivery, inspection, test, acceptance, payment and use.

**4.4 Remedy.** During the Warranty Period, Buyer shall notify Supplier in a commercially reasonable time of a breach of warranty (“**Notice**”) in reasonable detail. Upon receipt of Notice, Supplier shall replace such defective Goods at no cost to Buyer within ten (10) business days. In addition to any rights or remedies Buyer may have under the Purchase Contract or at law, Supplier shall reimburse Buyer for all actual direct costs incurred by Buyer as a result of such breach of

warranty. Any replacement Goods are warranted for the same period as the original Goods.

**5. AUTHENTICITY.** Supplier certifies that all Goods delivered under the Order are genuine products authorized by the Supplier and/or manufacturer and are entitled to the full manufacturer's warranty and service, including any related software.

**6. CHANGES; END-OF-LIFE.** No changes may be made to any Order, except that Buyer may, by written notice to Supplier, make changes to an Order at any time prior to Supplier's shipment of the Goods in that Order. Supplier agrees promptly to accept any such changes. Supplier shall provide Buyer with no less than 120 days' notice of planned end-of-life for any Goods purchased by Buyer.

**7. INDEMNIFICATION.**

**7.1 Indemnity.** Supplier shall defend, indemnify and hold harmless Buyer, its officers, directors, employees, Affiliates and agents (each an "**Indemnified Person**"), from, for, and against all claims, actions, demands, damages, liabilities, losses, costs or deficiencies of any nature (including, without limitation, the costs of investigation and reasonable attorneys' fees) (a "**Claim**") arising from or in connection with Supplier's performance under the Purchase Contract.

**7.2 Procedure.** Upon receipt by an Indemnified Person of a Claim, the Indemnified Person shall give written notice thereof to Supplier, although failure to do so shall not affect the right to indemnification except to the extent of actual prejudice. Supplier may not settle any Claim on behalf of the Indemnified Person without first obtaining the Indemnified Person's written authorization if such settlement includes a criminal penalty against the Indemnified Person, an injunctive order or other limitation on the Indemnified Person's conduct or business or a statement that the Indemnified Person was liable or otherwise responsible for the Claim. The Indemnified Person may employ its own counsel at its own expense and, at Supplier's reasonable request and expense, shall cooperate and assist Supplier with respect to the negotiation, defense or settlement of any Claim. In the event of a settlement of a Claim, each Party agrees not to disclose the terms of the settlement without first obtaining the other Party's written consent. If any injunction or restraining order is issued, Supplier will, at its expense, obtain for an Indemnified Person either the right to continue using and/or selling the Goods or replace or modify the Goods to make them non-infringing.

**7.3 Buyer's Rights.** Supplier shall notify Buyer within five (5) business days after learning of any actual or threatened Claims, suits, actions or legal proceedings that may in any way affect Buyer's interests under the Purchase Contract.

**8. INTELLECTUAL PROPERTY RIGHTS.**

**8.1 Ownership.** Each party retains its existing rights in its Intellectual Property and shall have sole ownership of any enhancements, derivatives or improvements to its Intellectual Property developed during this Contract, regardless of which party created any of the new Intellectual Property.

**8.2 Rights in Goods.** Supplier represents and warrants that it has sufficient rights in all Goods and

Intellectual Property that Supplier uses or transfers to Buyer in connection with the Order to allow Supplier to lawfully comply with the Order without infringing the rights of any third parties.

**9. PROPRIETARY INFORMATION.** Schedule 1 shall apply as described therein.

**10. BUYER'S PROPERTY.** Buyer shall retain all right, title and interest in and to Buyer's Property, and Supplier agrees to maintain a complete inventory thereof. If Buyer's Property is damaged or lost while in Supplier's possession, Supplier will immediately replace or repair it at Supplier's sole expense. Upon request, Supplier shall promptly return Buyer's Property to Buyer at Supplier's sole expense.

**11. TERMINATION.**

**11.1 Default.** Buyer may cancel all or part of the Purchase Contract, including any Order(s), if: (i) Supplier fails to deliver the Goods by the applicable Delivery Date; or (ii) Supplier breaches any other provision of the Purchase Contract or fails to make sufficient progress, so as to endanger performance of the Purchase Contract, and, in either of these two circumstances under item (ii), does not cure the breach or failure within ten (10) days after receipt of notice from Buyer specifying the problem.

**11.2 Consequences of Termination for Default.** Supplier shall fulfil any part of an Order that is not cancelled. If Buyer terminates for default, in addition to any other remedy specified in the Purchase Contract (and without double counting), Buyer will receive a refund of all fees, expenses and costs paid by Buyer that are attributable to the breach or default.

**11.3 Automatic Termination.** The Purchase Contract shall terminate automatically upon either party's suspension of business, insolvency, appointment of a receiver for Supplier's property or business, or any assignment, reorganization or arrangement by Supplier for the benefit of its creditors.

**11.4 Convenience.** Buyer may terminate all or part of the Order or Purchase Contract for its convenience by giving written notice to Supplier, and Buyer's only obligation to Supplier shall be payment for Goods actually delivered prior to the termination date specified by Buyer. If Buyer terminates only a part of an Order, Supplier shall continue all work not terminated.

**12. COMPLIANCE WITH LAWS.**

**12.1 General.** Supplier shall comply with all applicable laws and regulations, including without limitation those pertaining or related to: (i) the manufacture or provisioning of Goods, (ii) the shipping of Goods and (iii) the configuration or content of Goods for the use intended by Buyer. Supplier shall notify Buyer in writing immediately if Supplier is suspended, debarred, or proposed for suspension or debarment from doing business with the U.S. Government.

**12.2 Export Compliance.** Supplier shall comply with export control and sanctions laws, regulations, and orders applicable at the time of the export, re-export, transfer, disclosure or provision of Goods or related software or technology including, without limitation, the (i) Export

Administration Regulations; (ii) International Traffic in Arms Regulations; and (iii) Foreign Assets Control Regulations and associated Executive Orders. If Supplier is in the business of manufacturing, exporting or brokering USML items, Supplier represents that it maintains registration with the Directorate of Defense Trade Controls as required by applicable laws.

**13. MATERIALS OF CONCERN; SUSTAINABILITY.** Supplier represents and warrants that the Goods and any substances contained therein are not prohibited or restricted by, and are supplied in compliance with, any laws or regulations of the U.S., and that nothing prevents the sale or transport of the Goods or substances in Goods in the U.S. and that all such Goods and substances are appropriately labelled, if labelling is required. Supplier will use its best efforts to comply with Buyer's sustainability objectives shown on Buyer's website.

**14. FORCE MAJEURE.** Neither party will be liable to the other for any delays or failures in performance resulting from causes beyond its control and not due to its fault or negligence in reasonably anticipating and avoiding such delays or failures. Force majeure events will include without limitation, acts of God; fires; explosions; earthquakes; floods; epidemics; pandemics; quarantine restrictions; environmental issues; interruptions of essential services such as electricity, fuels, and water; adverse weather; acts of any governmental authority (in its sovereign and not contractual capacity) (including refusal, withdrawal or non-renewal of any governmental license, permit or approval necessary for the performance of this Contract, other than due to a lack of due diligence, a wrongful or negligent act, or an omission by the party claiming force majeure); embargoes; strikes (other than a strike involving the employees of Buyer, Supplier, or their respective third parties, including without limitation, subcontractors that are involved in activities relating to the performance of this Contract); wars; riots; revolutions; terrorism; and hijacking. This Section 14 will extend to the first-tier subcontractors of the party delayed or unable to perform only if such delay or failure to perform is due to causes beyond the control of such subcontractor and of the delayed party and the Good(s) or service(s) provided by the subcontractor cannot be reasonably obtained from other sources. Notwithstanding the foregoing, in the event of a force majeure event, each party agrees to make a good faith effort to perform its obligations hereunder, including exercising work-around plans or obtaining services from other sources. If the force majeure continues for more than ten (10) calendar days, then Buyer may, without penalty, terminate all or part of the Contract or modify payment, delivery or other terms upon written notice to Supplier.

**15. NEWS RELEASES/PUBLICITY.** Supplier shall not make or authorize any press release, advertisement, or other disclosure that relates to an Order or the relationship between Buyer and Supplier or make use of Buyer's name or logo, without Buyer's prior written consent.

**16. ARBITRATION.** Supplier agrees that it will pursue all disputes it wishes to bring against Buyer (the "**Disputes**") exclusively in binding arbitration, to take place in Long, Beach, California and in accordance with California law. The arbitration proceedings will be conducted by an arbitrator from the American Arbitration Association ("**AAA**"). Buyer will choose an arbitrator from a panel presented by the AAA. Each party will be responsible for its own expenses incurred in connection with pursuing the

arbitration, including its attorneys' and advisors' fees and related costs. Supplier will reimburse Buyer for these fees and costs if it does not prevail in the arbitration. Supplier acknowledges that Supplier gives up the right to litigate the Dispute in court or to submit them to a jury. Except where prohibited by law, Supplier agrees to (i) submit only its own, individual claims and not seek to represent the interests of any other person in arbitration or otherwise, and (ii) waive the right to assert any claims or counterclaims against Buyer as a representative or member in any class or representative action, whether in arbitration or otherwise. Supplier agrees that the arbitrator will have the power to award any remedies available under applicable law, including the prevailing party's reasonable attorneys' fees and costs, in the event that any legal action or arbitration is commenced of any kind or character. The arbitrator's decision shall be final and binding on the parties, and may be entered in any court having competent jurisdiction.

**17. CONFLICTS.** If there are any inconsistencies or conflicts between the Order and these Terms and Conditions, and if applicable the Virgin Orbit NDA (as defined in Schedule 1), precedence will be given in the following order: (i) the terms and conditions in the Order; (ii) the Virgin Orbit NDA; and (iii) these Terms and Conditions.

**18. GENERAL.** All notices and other communications under this Purchase Contract will be given in writing and deemed to have been given when delivered, emailed, or mailed by registered or certified U.S. mail, return receipt requested and postage prepaid, or by private overnight mail courier service. This Purchase Contract shall be governed by and interpreted under the laws of the state of California, without regard to conflicts of law principles. This Purchase Contract may be executed in counterparts. This Purchase Contract constitutes the entire understanding and agreement between the parties regarding its subject matter and supersedes all prior understandings, agreements, communications and representations, whether written or oral, regarding such subject matter. None of the terms or provisions of this Purchase Contract shall be modified or waived, and this Purchase Contract may not be amended or terminated, except by a written instrument signed by the party against which any modification, waiver, amendment, or termination is to be enforced. If any of the provisions of this Purchase Contract are invalid under any applicable law or regulation, such provisions or portions thereof are deemed to be omitted without affecting the remaining terms and conditions hereof. No failure or delay by a party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise of that or any other right, power, or privilege. Supplier may not assign any of its rights or obligations under this Purchase Contract without Buyer's prior written consent. Buyer may assign this Purchase Contract to any successor or Affiliate without prior consent. All obligations and duties hereunder, which by their nature or by their express terms extend beyond the expiration or termination of the Purchase Contract, including without limitation warranties, indemnifications, confidentiality, and intellectual property (including rights to and protection of proprietary information and intellectual property) shall survive the expiration or termination of this Contract. Each party

represents that it has the full right and authority to enter into this Purchase Contract.

## 19. DEFINITIONS.

**19.1** “**Affiliate**” of a party means any entity other than a party that directly or indirectly controls, is controlled by or under common control with such party.

**19.2** “**Buyer’s Property**” means all property furnished by Buyer to Supplier, and any tooling or equipment which Buyer agrees in writing to purchase, to enable Supplier’s performance under this Purchase Contract. Whenever Supplier charges Buyer for the acquisition or development of tooling or other equipment, such material shall become Buyer’s Property.

**19.3** “**Delivery Date**” means the date of delivery for Goods as specified in an Order.

**19.4** “**Goods**” means goods, supplies, software, drawings, data, manuals, other specified documentation, or items that are required to be delivered to Buyer pursuant to, or in connection with, an Order.

**19.5** “**Intellectual Property**” means all patents, copyrights, mask works, industrial property rights, trademarks, trade secrets and other rights and confidential information of a

similar nature and of all kinds and other similar proprietary rights which may subsist in any part of the world, whether registered or not, including, where such rights are obtained or enhanced by registration, any registration of such rights and rights to apply for such registrations.

**19.6** “**Order**” means Buyer’s purchase order and any documents and schedules attached thereto, including without limitation Specifications, statements of work, drawings, and other documents sent by Buyer to Supplier to initiate the order of Goods and which shall include change notices, supplements, amendments or modifications thereto.

**19.7** “**Purchase Contract**” means the Order, these Terms and Conditions, and if, applicable, the Virgin Orbit NDA (as defined in Schedule 1).

**19.8** “**Specifications**” means all requirements and performance standards with which the Goods and accompanying services must comply, including, without limitation, Supplier Quality Clauses in the Order, drawings, instructions and standards, descriptions and specifications contained in Supplier’s literature or proposal or descriptions furnished or specified by Buyer.

**19.9** “**Terms and Conditions**” means this document, including Schedule 1 if applicable, whether modified or unmodified by the parties.

SCHEDULE 1  
CONFIDENTIALITY PROVISIONS

**If the parties have previously executed Buyer's Non-Disclosure Agreement ("Virgin Orbit NDA"), and the Virgin Orbit NDA is in effect as of the date of an Order, then such agreement shall govern the treatment of confidential information and the provisions of Schedule 1 shall not apply. If the parties have not executed the Virgin Orbit NDA or the Virgin Orbit NDA is not in effect at the date of an Order, then the provisions of Schedule 1 shall apply.**

**Definitions.**

"Disclosing Party" means the party disclosing information to the other party in furtherance of this Agreement.

"Proprietary Information" means any confidential or proprietary information, including, but not limited to any technical data or know-how, trade secrets, or commercial, technical, scientific, financial, organizational, or other valuable aspects of the Disclosing Party's or its Affiliates' business, including, without limitation, technologies, products, inventions, processes, methods, designs, formulas, product and business plans, intentions or opportunities, product specifications, customer and/or vendor names, financial data, costs, profits, compensation, in whatever form, which is developed by, owned by, licensed to or under the control of the Disclosing Party or its Affiliates and is received by the Receiving Party from the Disclosing Party in furtherance of or pursuant to this Agreement. The existence of this Agreement, its terms and provisions and the activities pursuant to it shall be considered Proprietary Information. Proprietary Information shall also include any and all information which contains or otherwise reflects or is derived, directly or indirectly, from any material supplied by the Disclosing Party, as well as any and all notes, analyses, compilations, studies or other documents prepared by the Receiving Party or its Affiliates, or the officers, directors, employees, agents, consultants, professional advisors or representatives or persons retained and engaged by any of the foregoing (collectively, "Representatives") which contain or otherwise reflect or are derived, directly or indirectly, from such information.

"Receiving Party" means the party receiving information from the other party in furtherance of this Agreement.

**Obligations.** Each party shall (a) treat all Proprietary Information received from the other party (or its Affiliates or agents) confidentially, holding such information in strict confidence and protecting it with at least the same degree of care, but no less than reasonable care, with which it protects its own most sensitive Proprietary Information; (b) not disclose such information to third parties, without the prior written consent of the Disclosing Party; (c) not use such information for any purpose other than the consideration of the matters contemplated or the performance of the Purchase Contract; and (d) upon expiration or termination of this Agreement, any Proprietary Information disclosed by or on behalf of the Disclosing Party to the Receiving Party, and any copies, summaries and/or compilations made of or from such Proprietary Information shall be returned or, at Disclosing Party's option, destroyed and a certification of such destruction transmitted to the Disclosing Party, except that upon written request and if required to comply with the Receiving Party's internal archiving policies or applicable laws, Receiving Party may retain an electronic copy of the Disclosing Party's Proprietary Information, which will remain confidential pursuant to the terms of this Agreement.

**Limitations on Obligations.** The restrictions on use and the obligations of confidentiality contained in the Purchase Contract will not apply to any information that the Receiving Party can demonstrate (i) is then in the public domain by acts not attributable to the Receiving Party, its representatives or Affiliates, (ii) is disclosed to a third party on an unrestricted basis by the party to whom it belonged, (iii) is hereafter received on an unrestricted basis by the Receiving Party from a third party source who to the Receiving Party's knowledge is not and was not bound by confidentiality obligations to the Disclosing Party, or (iv) was known to the Receiving Party without the use of or reference to Proprietary Information as evidenced by competent and contemporaneous documentation.

**Term.** The obligations set forth herein as to any Proprietary Information shall continue for five (5) years from the date on which such Proprietary Information was disclosed.

**Enforcement.** Each party agrees to notify the other immediately on learning of any possible breach of this Schedule 1. Without limiting the rights and remedies otherwise available to it, each party agrees that the other would be irreparably harmed by any breach or threatened breach of this Schedule 1 and accordingly that the injured party shall be entitled to injunctive relief without the necessity of posting any bond or other surety.

**Actions if Disclosure is Required.** If the Receiving Party is requested pursuant to, or required by, applicable law or regulation or by legal process to make any disclosure otherwise prohibited hereunder, it shall provide the Disclosing Party with prompt notice of such requests or requirements prior to disclosure so that (a) the Disclosing Party (with the reasonable cooperation of the Receiving Party) may seek an appropriate protective order or other remedy and/or (b) the parties can seek in good faith to agree on the appropriate scope and approach to disclosure.