

Company no. 07016167

THE COMPANIES ACT 2006
COMPANY LIMITED BY SHARES
COPY WRITTEN RESOLUTION

of

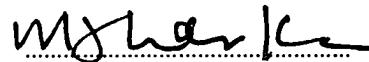
BODYCOTE AMERICA TREASURY LIMITED
("Company")

PASSED ON

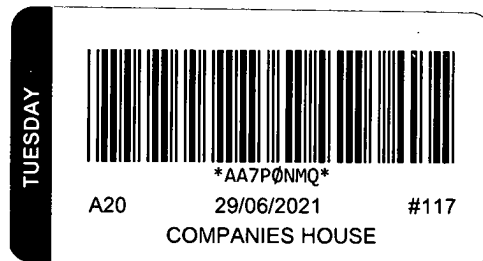
In accordance with the written resolution procedure in chapter 2 of part 13 of the Companies Act 2006, the following resolutions were duly passed on 28 June 2021 as special resolutions as indicated below:

SPECIAL RESOLUTIONS

1. **That** the Bodycote plc Group Authority Matrix – Divisional President and Reports (version 11 issued 27 February 2021) ("**Authority Matrix**") attached hereto be adopted by the Company and that the adoption of the Authority Matrix would promote the success of the Company for the benefit of its members as whole.
2. **That** the directors be authorised to pass and to implement any such amendments to the Authority Matrix made to it from time to time as to be complied with by the officers and employees of the Company (from time to time) in respect of the operational decisions to which the Authority Matrix relates.



Director





BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

This matrix details the Bodycote plc (“Plc”) approvals required for key operational actions and decisions of companies within the Plc group (“Group”) made by Division Presidents and their direct and indirect reports which are either i. at a level of materiality and/or importance as to require Plc sign off; and/or ii. likely to have a material impact on the rest of the Group (“Matrix”). This Matrix may be subject to revision by the Executive Committee from time to time.

Approval is required as indicated in the Matrix. There will be further approvals or notifications required within Plc in respect of certain actions / decisions notified which the person who you have sought approval from will organise or discuss with you further. Approval requests and responses should be given in writing. Approval requests should only be submitted by Presidents, Senior Vice Presidents or Vice Presidents. Operating divisions and individual plants should develop their own sub-group authority matrices in line with the format of this Matrix to ensure that actions and decisions outside of those requiring approval in this Matrix are appropriately approved. FAILURE TO COMPLY WITH THIS MATRIX MAY RESULT IN DISCIPLINARY ACTION, INCLUDING DISMISSAL.

APPROVALS

This Matrix provides approvals for the following areas and you should refer to the appropriate area by reference to the part and page number detailed. In addition, **ANY MATTERS WHICH ARE NOT IN THE ORDINARY COURSE OF DAY TO DAY BUSINESS OR WHICH BIND OR IMPACT IN ANY WAY UPON THE BUSINESS PROCESSES OR METHOD OF OPERATING OF ANY OTHER DIVISION MUST BE REFERRED TO THE CEO OR CFO**, as appropriate. If you have any queries or comments in respect of approvals required you should speak to the Group General Counsel.

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Please also consult the Group Policies in addition to this Matrix. In the event of any conflict between any Group Policies and their Sub-Policies and/or Supporting Information and this Matrix, please refer to the Group General Counsel or the Group Financial Controller.

DEROGATIONS

In the event that you consider you require a specific continuing derogation (rather than a one off approval) to any action/decision set out in this Matrix such request should be made by the appropriate Divisional President or their nominee in writing to the CFO using the form at appendix 1. The request will be considered and you will be notified promptly if approved. The CFO will contact you in the event a derogation is required to be reapproved.



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

1. BRANDING

Action / decision		Financial level - above which approval is required	Approval
1.1	Any branding not applied in accordance with the Bodycote Group Sales & Marketing Manual	NIL	Group CEO
1.2	Use of any trade mark (registered or unregistered), where not previously used	NIL	Group CEO
1.3	License in or out of any trade mark	NIL	Group General Counsel
1.4	Register or lapse of registration of any trade mark	NIL	Group General Counsel

2. CONTRACTS – CUSTOMERS OF BODYCOTE

Action / decision		Financial level - above which approval is required	Approval
2.1	Any customer contract not on Bodycote standard terms with a duration of more than 12 months	NIL	Group CFO
2.2	Any customer contract with a duration of more than 36 months	NIL	Group CEO
2.3	Any customer contract not on Bodycote standard terms with an annual value above:	GBP500k/USD625k/EUR575k	Group CFO
2.4	Any customer contract to provide services on a fixed price basis for a duration of more than 12 months	NIL	Group CFO
2.5	Any customer contract which commits to obligations outside of the scope of the Group's insurance cover, including any contract which provides the benefit of Bodycote's insurance to a customer or third party and/or includes any waiver of rights of Bodycote's insurer	NIL	Group CFO
2.6	Any customer contract which gives a warranty or guarantee of services/goods for more than 12 months	NIL	Group General Counsel



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
2.7	Any customer contract which contains a penalty or "liquidated damages" provision i.e. a fixed calculation for loss by reference to e.g. in the case of a delay, an amount per day/week of delay	NIL	Group General Counsel
2.8	Any customer contract where Bodycote's potential liability arising from a breach is above:	GBP500k/USD625k/EUR575k	Group CFO
2.9	Any customer contract which does not comply with the Bodycote Group Contracts Policy including any contract which does not have a cap on maximum liability and/or which does not exclude liability for consequential and indirect loss	NIL	Group CFO
2.10	Any customer contract which does not provide that all intellectual property specifically related to Bodycote's services (whether existing or developed during the provision of the services) belongs to Bodycote	NIL	Group General Counsel
2.11	Use of non-Group standard trading terms between Group companies (e.g. extension of payment terms)	NIL	Group Financial Controller
2.12	Use of third currency on trade between Group companies i.e. not the functional currency of either company	NIL	Group Financial Controller
2.13	Any customer rebate scheme (where payments received by Bodycote are returned, partly or wholly, to a customer for any reason)	NIL	Group CEO
2.14	Any use of financial or commodity derivatives	NIL	Group CFO
2.15	Any customer contract which is in a currency other than the currency of the contracting Bodycote entity which has not been hedged in accordance with Group Treasury Policy	NIL	Group CFO
2.16	Provide guarantees (other than ordinary course trading guarantees which are not supported by another Bodycote group company and/or by a third party) and/or bonds or similar	NIL	Group CFO
2.17	Any customer contract which guarantees supply without exclusivity for the business and a limit on the maximum capacity available	NIL	Group CFO



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
2.18	Any customer quote and/or contract with a sales value in excess of:	GBP1m/USD1.25m/EUR1.15m	Group CEO (customer contracts require approval, customer quotes copy for information)
2.19	Any customer contract which requires any approval under the authority matrix must be submitted to the Group CFO together with a completed Customer Contracts Checklist in form contained at appendix 2	NIL	Group CFO
2.20	Any heads of terms or letter of intent (LOI) or agreement of principles or similar with any customer if any of the terms of such document would otherwise require approval under this Authority Matrix	NIL	Group CFO
2.21	Any application for a new accreditation standard (e.g. NADCAP) or change to accreditation standard	NIL	Group CEO

3. CONTRACTS – SUPPLIERS TO BODYCOTE

Action / decision		Financial level - above which approval is required	Approval
3.1	Any supplier contract which involves any security being granted by Bodycote including a charge, pledge, mortgage or equivalent or any parent guarantee	NIL	Group CFO
3.2	Engagement of any legal advisers not previously authorised by the Group General Counsel and/or for any matters other than in the ordinary course	NIL	Group General Counsel
3.3	Engagement of any financial advisers	NIL	Group CFO
3.4	Engagement of any tax advisers	NIL	Group CFO
3.5	Engagement of any other types of adviser / consultant for matters other than in the ordinary course	NIL	Group CEO



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
3.6	Any consulting contracts and/or any other types of agreement with ex-employees	NIL	Group CEO
3.7	Any supplier contract with an annual value above:	GBP500k/USD625k/EUR575k	Group CFO
3.8	Any supplier contract with a duration of more than 12 months	NIL	Group CFO
3.9	Any use of financial or commodity derivatives	NIL	Group CFO
3.10	Any supplier contract which is in breach of the Bodycote Group Energy Policy	NIL	Group CFO
3.11	Any supplier contract which is in a currency other than the currency of the contracting Bodycote entity which has not been hedged in accordance with Group Treasury Policy	NIL	Group CFO
3.12	Any exclusive supply	NIL	Group CFO
3.13	Engagement of any 3 rd party sales agent or representative	NIL	Group CEO
3.14	Engagement of any employment recruitment agents or employment advisers	NIL	Group CHRO
3.15	Any purchase order / contract for Capital Expenditure (includes acquisition of assets through operating or finance leasing and entire costs of capital projects including lease commitments, working capital requirements and non-capitalisable costs) above:	GBP200k/USD250k/ EUR230	Group CFO

4. CORPORATE DETAILS

Action / decision		Financial level - above which approval is required	Approval
4.1	Companies or partnerships – change of registered address	NIL	Company Secretary
4.2	Companies or partnerships – change of name	NIL	Company Secretary
4.3	Companies or partnerships – creation, merger or dissolution	NIL	Company Secretary



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
4.4	Companies or partnerships – issue or cancel shares or capital	NIL	Company Secretary
4.5	Companies or partnerships – invest in or divest of shares or capital	NIL	Company Secretary
4.6	Director or officer or equivalent – appoint or remove	NIL	Company Secretary
4.7	Registered branches – create or close	NIL	Company Secretary
4.8	Company Secretary or statutory administrator or equivalent – appoint or remove	NIL	Company Secretary
4.9	Amend any corporate or divisional policies / guidance notes / standards / procedures in a way which is inconsistent with the Bodycote Group Policies	NIL	Group General Counsel
4.10	Delegation of any matters reserved to the board of any legal entity or equivalent to any non-board member or equivalent employee	NIL	Company Secretary
4.11	Any grant of a power of attorney by either an entity and / or a director, officer or equivalent	NIL	Company Secretary
4.12	Companies or partnerships – adopt or change articles of association / constitutional document or equivalent	NIL	Company Secretary

5. FINANCE – OPERATING

Action / decision		Financial level - above which approval is required	Approval
5.1	Travel, entertainment, corporate credit cards and petty cash expenses not in accordance with the Bodycote Group Travel and Personal Expenses Policy	NIL	Group CFO
5.2	Customer credit limits (includes new accounts and any changes to existing accounts) above:	GBP330k/USD415k/EUR380k	Group CFO
5.3	Credit notes, rebates and discounts above:	GBP200k/USD250k/EUR230k	Group CFO

BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
5.4	Fixed asset impairment (outside normal depreciation policy)	NIL	Group CFO
5.5	Inventory items impairment above:	GBP50k/USD63k/EUR58k	Group CFO
5.6	Receivables impairment above:	GBP200k/USD250k/EUR230k	Group CFO
5.7	Revaluation of any assets	NIL	Group CFO
5.8	Transfer of assets between wholly owned Group companies other than at market value	NIL	Group CFO
5.9	Transfer of assets to or from any non-wholly owned Group company (i.e. JVs, investments)	NIL	Group CFO
5.10	Customer payment terms in excess of 90 days	NIL	Group CFO

6. FINANCE – INVESTMENTS

Action / decision		Financial level - above which approval is required	Approval
6.1	Capital Expenditure (includes acquisition of assets through operating or finance leasing and entire costs of capital projects including lease commitments, working capital requirements and non-capitalisable costs) above:	GBP330k/USD415k/EUR380k	Group CFO
6.2	Capital Expenditure (includes acquisition of assets through operating or finance leasing and entire costs of capital projects including lease commitments, working capital requirements and non-capitalisable costs) above GBP200k/USD250k/EUR230k but less than GBP330k/USD415k/EUR380k must be the subject of an ECAR and such ECAR must be copied to the Group CFO (for information only, not for approval)	N/A	Group CFO (copy for information)
6.3	Any material change to previously approved Capital Expenditure (e.g. the scope or type of equipment to be purchased) and/or if actual expenditure exceeds or is expected to exceed more than:	The greater of: GBP10k/USD13k/EUR12k and	Group CFO



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
		110% of the previously approved Capital Expenditure	
6.4	Dispose, scrap or transfer of assets (applies to the higher of the anticipated disposal proceeds of the asset and the net book value of the asset) above:	GBP200k/USD250k/EUR230k	Group CFO
6.5	Business acquisition (further approval required in the event of any material change to a previously approved acquisition)	NIL	Group CFO
6.6	Dispose of business	NIL	Group CFO

7. HR AND PENSIONS

Action / decision		Financial level - above which approval is required	Approval
7.1	Interview, appoint or dismiss any L1 employee (direct report of the Group CEO), L2 employee (direct report of L1 employee) or L3 employee (direct report of L2 employee); <u>and / or</u> any employee with a basic salary of above:	GBP100k/USD125k/EUR115k	Group CEO
7.2	Effect any employee restructuring which impacts upon any L1 employee (direct report of CEO), L2 employee (direct report of L1 employee) or L3 employee (direct report of L2 employee) or 10 or more permanent employees at any level	NIL	Group CHRO
7.3	Recruitment of any finance and/or accounting staff	NIL	Group CHRO and Group CFO
7.4	Recruitment of any HR staff	NIL	Group CHRO
7.5	Recruitment of any SHE staff	NIL	Group CHRO and Group Head of SHE
7.6	Implement any severance or social plans	NIL	Group CHRO



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
7.7	Appoint any employee without an appropriate employment agreement	NIL	Group CHRO
7.8	Appoint any employee to any newly created role or to any role which has not been filled within six months of it becoming vacant	NIL	Group CHRO
7.9	Establish, offer, change or remove any employee benefit or bonus scheme or other equivalent scheme	NIL	Group CHRO
7.10	Establish, offer, change or remove any pension, post retirement benefit, lump sum payment or equivalent scheme	NIL	Group CHRO
7.11	Establish, offer, change or remove any life assurance, medical cover, long term disability, death in service or equivalent scheme	NIL	Group CHRO
7.12	Establish, change or remove any arrangement with a trade union or other such employee representative body	NIL	Group CHRO
7.13	Agree any employee salary increase above agreed budgeted increase	NIL	Group CHRO
7.14	Transfer between Divisions or recruitment from another Division of any L1 employee (direct report of the Group CEO), L2 employee (direct report of L1 employee) or L3 employee (direct report of L2 employee); <u>and / or</u> any employee with a basic salary of above:	GBP100k/USD125k/EUR115k	Group CHRO
7.15	Appoint any trainee or apprentice or equivalent	NIL	Group CHRO

8. KNOW HOW AND TRADE SECRETS

Action / decision		Financial level - above which approval is required	Approval
8.1	Acquire or dispose any know how (being the confidential information behind the processes of our business)	NIL	Group General Counsel



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
8.2	Disclose any confidential information to a third party without an appropriate confidentiality agreement signed	NIL	Group General Counsel
8.3	Disclose secret behind know how and/or any confidential information which may be commercially damaging to Bodycote	NIL	Group General Counsel
8.4	License in or out of any know how	NIL	Group General Counsel
8.5	Register or lapse of registration of any know how	NIL	Group General Counsel

9. LITIGATION AND INSURANCE

Action / decision		Financial level - above which approval is required	Approval
9.1	Commence any litigation or other dispute or claim resolution proceedings (applies whether claims insured or not) involving amounts or potential amounts above:	GBP200k/USD250k/EUR230k	Group CFO
9.2	Defend, admit liability and settle any dispute or claim (not the subject of any proceedings), litigation or other dispute or claim resolution proceedings (applies whether claims insured or not) involving amounts or potential amounts above:	GBP200k/USD250k/EUR230k	Group CFO
9.3	Arrange or agree any insurance policies outside of the Group's policies	NIL	Group CFO

10. PROPERTY / REAL ESTATE

Action / decision		Financial level - above which approval is required	Approval
10.1	Acquire or dispose of any interest	NIL	Group CFO
10.2	Agree to take any lease or sub-lease or to grant any lease or sub-lease	NIL	Group CFO



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
10.3	Assign/transfer any lease and/or licence to and/or from Bodycote	NIL	Group CFO
10.4	Charge, pledge or mortgage of any interest	NIL	Group CFO
10.5	Extend, renew and/or alter any lease or licence to and/or from Bodycote	NIL	Group CFO
10.6	Take any action in response to receipt of notice of any: request for information, inspection, audit, instruction to remediate or prosecution concerning any environmental issue, contamination or pollution	NIL	Group General Counsel

11. TAX

Action / decision		Financial level - above which approval is required	Approval
11.1	Take any action in response to receipt of notice of any tax audits by Revenue Authorities	NIL	Group CFO
11.2	Take any action in response to receipt of notice of any exposure to financial penalties for non-compliance with taxes or late filings	NIL	Group CFO
11.3	Any tax planning or non-ordinary course tax positions taken	NIL	Group CFO

12. TREASURY

Action / decision		Financial level - above which approval is required	Approval
12.1	Enter into any external funding by or for any Group company and/or any non-wholly owned subsidiary	NIL	Group CFO
12.2	Enter into any intra-group funding	NIL	Group CFO

BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
12.3	Enter into any off-balance sheet lease finance	NIL	Group CFO
12.4	Change currency of external debt and/or enter any cross currency or interest rate swap agreements	NIL	Group CFO
12.5	Pledge of assets as security	NIL	Group CFO
12.6	Receivable financing, factoring, discounting or securitisation	NIL	Group CFO
12.7	Provide guarantees (other than ordinary course trading guarantees which are not supported by another Bodycote group company and/or by a third party) and/or bonds or similar	NIL	Group CFO
12.8	Hedge of any foreign currency cash flows or any interest rates	NIL	Group CFO
12.9	Open and/or close any bank account or enter into any new bank relationship or hold any non-functional currency cash balances	NIL	Group CFO
12.10	Bank payments above:	GBP500k/USD625k/EUR575k	Group CFO

13. IT

Action / decision		Financial level - above which approval is required	Approval
13.1	Create, change, release or dispose of any domain name used by the Bodycote group, its suppliers, customers or investors.	NIL	Group Head of IT
13.2	Adopt, acquire, change, test, materially repair, release or terminate any IT strategy, policy, system or IT network whatsoever	NIL	Group Head of IT
13.3	Procure or lease any IT or telecommunications hardware or software that is not listed on the Group IT Service Portal	NIL	Group Head of IT



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

Action / decision		Financial level - above which approval is required	Approval
13.4	Dispose of any IT hardware, software or licences	NIL	Group Head of IT
13.5	Renew any IT software agreements or software maintenance contracts	NIL	Group Head of IT
13.6	Any contract (new or extension) for mobile (cell) or fixed line telecommunications.	NIL	Group Head of IT
13.7	Respond to any Security related request for further information (DFARS, Cyber Essentials etc)	NIL	Group Head of IT
13.8	Provide remote access to any internal computer systems on the administration or production networks	NIL	Group Head of IT
13.9	Contract with any third party service that requires engagement directly with Bodycote staff in an electronic form to solicit personal information, which could be deemed spam or phishing.	NIL	Group Head of IT



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

APPENDIX 1 – DEROGATION REQUEST FORM



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

DEROGATION REQUEST FORM

Note: please complete a separate form for each derogation sought

Applicant and Division:	
Part and action/decision reference(s) concerned:	
Matter giving rise to action/decision approval(s):	
Derogation sought and period derogation to cover:	
To whom derogation should apply:	
Signed:	Date:
Derogation approved / declined	
Signed by Group CFO*:	Date:
If declined state reason:	
*Group CFO must see further approval as required pursuant to the Authority Matrix – PLC Approvals before approving a derogation	



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

APPENDIX 2 – CUSTOMER CONTRACTS CHECKLIST



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

CUSTOMER CONTRACT CHECKLIST

Please complete the following details for the contract:

- i. Customer contracting party:
- ii. Bodycote contracting party:
- iii. Commercial reason for contract and basic details of services to be provided and any other relevant details (e.g. Bodycote investment in support)
- iv. Proposed commencement date:
- v. Term / duration:
- vi. Estimated annual contract value:
- vii. Estimated % ROS:
- viii. Checklist submitted by:
- ix. Date Checklist submitted:

The following Checklist is designed to help you think about the material issues in a Customer Contract which need to be considered before we can proceed (with specific matters included from the Bodycote plc Group Authority Matrix – Divisional Presidents and Reports detailed in *italic*).

If you answer "No" to any question then you should provide further details in the "issues box".

If you answer "No" to any question in *italics* then you should also refer to the Authority Matrix and otherwise seek further guidance from your line manager or, where necessary / appropriate, the Group General Counsel.



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

No.	CONTRACT ISSUE	YES ✓	NO X
1	<p><i>Is the Contract on Bodycote standard terms, without amendment to such terms, with an annual value below GBP500k / USD700k / EUR600k?</i></p> <p><i>If “YES” please answer Questions 15 to 33, and, if relevant, refer as noted above.</i></p> <p><i>If “NO” please continue to answer all of the remaining questions, and, if relevant, refer as noted above.</i></p>		
2	Have you stated that Bodycote only warrant that it will perform the services to the agreed specification?		
3	Does the Contract provide for Bodycote to give a warranty or guarantee services/goods for less than 12 months?		
4	Is it clear in the Contract that Bodycote may sub-contract and/or assign performance of the services and/or the contract to another Bodycote facility / entity / other if required? Particularly in the case of long term agreements to ensure Bodycote is not tied to provide service from a particular facility		
5	Is it clear that the Customer will need to ensure that all parts provided to Bodycote are suitable for servicing i.e. comprising only the specified material, clean and free from contaminants?		
6	<i>Does the Contract state that invoices will be issued in the currency of the Bodycote company and are to be paid within 30 days of the date of invoice?</i>		
7	Does the contract state that Bodycote has the right to charge interest for late payments or have some other appropriate penalty for late payment?		
8	Does the contract state that Bodycote has the right to suspend any other services it is providing in the event of any late payment or default on payment?		
9	<i>Does the Contract provide that all intellectual property specifically related to Bodycote's services (whether existing or developed during the provision of the services) belongs to Bodycote?</i>		
10	Does the contract contain appropriate confidentiality provisions in favour of Bodycote or has a separate appropriate two way confidentiality agreement been signed?		



STRICTLY PRIVATE AND CONFIDENTIAL TO BODYCOTE PLC (Authority matrix (v.11 issued 17 February 2021))



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

20	If required, i.e. if we are guaranteeing capacity to the customer, have you made it clear that Bodycote may service other customers' parts (on the basis that the quality of service provided to the Customer is not adversely affected)?		
21	<i>If specifically required i.e. if we are guaranteeing capacity to the Customer, have you provided that the supply by Bodycote should be exclusive?</i>		
22	Have you detailed the logistics for packaging and transport?		
23	Have you ensured that services to be provided, parts to be serviced and, where services are not to be the subject of quotes during the Contract, agreed prices are detailed in the Contract?		
24	Does the Contract reflect that prices are to be reviewed at least annually (preferably bi-annual or more regular reviews should be provided for) by reference to increases in utility (electricity and/or gas) costs, labour costs, process gas costs and any other relevant costs (e.g. brazing material) and all (existing and new) taxes, duties and other surcharges which relate to such costs or have some other suitable price increase mechanism?		
25	<i>Tick "Yes" to confirm there is no Customer rebate scheme or discount scheme?</i>		
26	<i>Tick "Yes" to confirm the Contract does not refer to the use of financial or commodity derivatives?</i>		
27	<i>Tick "Yes" to confirm the Contract does not contain a penalty or "liquidated damages" provision, i.e. a fixed calculation for loss, in favour of the Customer by reference to, for example, in the case of a delay an amount per day / week of delay?</i>		
28	<i>Would Bodycote's potential liability which may arise from a breach of the Contract be less than GBP500k / USD625k / EUR575k?</i>		
29	<i>Tick "Yes" to confirm that the Contract does not commit to obligations outside the scope of the Group's insurance cover, including the passing of risk for a Customer's goods to Bodycote, when on Bodycote's premises?</i>		
30	Is a maximum process capacity detailed if Bodycote is obliged to accept all orders?		
31	Have you included turnaround time details and what they are conditional on?		



BODYCOTE PLC GROUP AUTHORITY MATRIX – DIVISIONAL PRESIDENTS AND REPORTS

32	Have you referenced that the Customer's supply of parts needs to be level loaded if Bodycote is obliged to accept all orders?		
33	Is pricing based on cycle / load pricing?		
34	Tick "Yes" to confirm that no capital investment is required or has already been made to provide the services which are the subject of the Contract?		