

FULL TERMS AND CONDITIONS OF PURCHASE IN LINE WITH CURRENT REQUIREMENTS

ISSUE 1 August 2022

A. GENERAL

1. The term 'Company' shall be defined as the Company named above. I.e OROS Aerospace Limited
2. The term 'supplier' shall be the person or Company named in enquiry or order.
3. The conditions for the contract shall be as herein listed and shall prevail over any terms and conditions in the supplier's quotation.
4. No liability shall be accepted for orders or amendments not on our official order form.

B. VARIATIONS

1. The Company shall not be bound by any variation, waiver or addition to these conditions except as agreed in writing.

C. TIME

1. Time for delivery shall be as stated in the quotation.
2. Time for delivery shall be the essence of any contract.

D. PRICE AND PAYMENT

1. The price stated in the quotation shall be exclusive of VAT.
2. The price stated shall be fixed and agreed for the duration of the contract. Where a price is to be agreed a quotation must be submitted by the supplier and a confirming order amendment issued prior to the rendering of an invoice.
3. The Company reserves the right to cancel any order if in the Company's sole opinion it considers that the supplier's obligations may not be met by the due delivery date. In this event any monies paid by the Company against this order will be repayable to the Company.
4. No payment will be made without receipt of a detailed statement.
5. The Company reserves the right to set off any liability incurred to the Supplier under this agreement against such sums as remain due and owing by the Supplier to the Associate Company at the date when payment is due to the Supplier under this agreement.

E. DELIVERY

1. Goods must be delivered carriage paid, to the works stated, at the supplier's risk. In the case of overdue deliveries the Company shall be entitled to claim delivery by the fastest possible means, at the supplier's expense.
2. The time limit for the notification of any claims for goods damaged in transit and or discrepancies from any contract shall be a reasonable period not less than 30 working days from the date that the Company was in receipt of such damaged goods.
3. In the event of unsatisfactory or defective materials being supplied the supplier shall accept our additional charges for irrevocable machining and labour cost prior to the discovery of the fault or such cost incurred in rectification.
4. Delivery may be suspended at the Company's request in the event of any unforeseen contingency arising after the date of the purchase order.
5. The date(s) of delivery of goods or completion of services stated in the Order is/are of the essence of the contract and liquidation damages at the rate of 1% per week shall be applied in the event of late delivery unless expressly agreed in writing by the Company.
6. Goods delivered must be accompanied by a delivery note listing such Goods in sufficient detail to enable inspection and checking to take place after delivery. No responsibility for payment will be accepted by the Company unless delivery notes have been signed by an authorized representative of the Company. The signature of any delivery note by or on behalf of the Company shall not imply that the Company has accepted any goods as regards quality or quantity.
7. Any faulty item or items delivered in advance of the due delivery date or in excess of the proper Order quantity may be returned by the Company at the supplier's expense. Early delivery by the supplier and acceptance by the Company shall not entitle the supplier to early payment.
8. In the event of industrial dispute, strike, accident or other unforeseen contingency causing a stoppage of work or delay at the Company's premises or on site, delivery may be suspended at the Company's request for the duration of the same.

F. OWNERSHIP AND RISK

1. Title to the goods shall pass to the Company when delivery has been made.
2. Risk shall pass to the Company on delivery of the goods or on receipt by the nominated party complete and in good condition.
3. Any parts issued free of charge by the Company shall remain at all times the property of the Company. In the event of damage or scrapping of any parts supplied by the Company the supplier shall be liable to repair or replace at its expense.

G. SUB-CONTRACT

1. The supplier shall not sub-contract the contract described in this purchase order either as a whole or in part to other Companies without the prior consent of the Company.
2. Where consent is given for sub-contract activities, the supplier shall ensure all applicable requirements identified within the purchase order including the company's customer requirements, are flowed down to any sub-tier.

H. GUARANTEE

1. The supplier shall undertake to make good any part of the goods supplied which shall fail owing to defective materials, workmanship or design.
This guarantee shall be limited to those faults or failures notified to the supplier within 90 days of the date of receipt of the goods in good working order. Repair or replacement of any defective part may be made without the express consent of the supplier, where the Company feels that such repair does not adversely affect the overall performance of the goods. Such action for the sake of expediency shall not terminate the supplier's liability under any guarantee clause. The Company shall reserve the right to charge the supplier for any such remedial work on presentation of evidence.

I. LAW

1. The law governing this contract, its application, performance and interpretation shall be English Law, venue England.

J. ARBITRATION

1. If at any time any question, dispute or difference shall arise between the supplier and the Company, the subject having been notified in writing by one party to the other party, the difference shall be referred to arbitration. The appointment of the arbitrators shall be one by the supplier and one by the Company.

K. INSPECTION

1. The supplier shall be the subject to Quality Assurance auditing by the Company. All goods shall be accompanied by the relevant delivery note, advice note release certificate and or certificate of conformity where required. The Company reserves the right to inspect and progress work under the order, but such inspection shall not relieve the supplier from any responsibility or liability. The Company reserves the right of access at any level of the supply chain to allow its customers and relevant regulatory authorities, upon written request, to inspect work under the order. The Company will have the power to reject any part of the goods or service which does not conform with the order.
2. The supplier shall notify the Company in writing of any non-conforming product that could have an impact on products / services in terms of quality, reliability or safety that have been previously supplied or yet to be supplied to the Company. The supplier shall gain written approval from the Company for non-conforming product disposition.

L. INDEMNITY

1. The supplier shall indemnify the Company against all liability which the Company may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred by the Company by reason of any act, omission or breach of statutory duty of the supplier, his employees, sub contractors or agents or otherwise in carrying out his obligations under the order or by reason of any defect in goods delivered or services supplied pursuant to the order.

M. ADVANCE PAYMENTS

1. If under the terms of the order any part of the price is payable before delivery all material allocated to the order shall vest in the Company when it is so allocated. The supplier shall mark all such material as the property of the Company but shall be at the supplier's risk until delivery.

N. TOOLS AND PATTERNS

1. All tools, patterns, drawings, designs and documents supplied by or made available through the Company to the supplier or made by the supplier for or pursuant to the order shall remain or become the property of the Company and shall not be disclosed by the supplier to any other persons, firm or Company nor used by the supplier other than for implementing the order and shall be returned or delivered by the supplier to the Company upon completion of the order unless otherwise required.

O. QUALITY SYSTEM & APPROVALS

1. Should the supplier lose or have withdrawn by the relevant authority any of its Quality Systems Approvals then the Company shall be informed at the earliest possible convenience.
2. Unless stated the supplier shall carry out the work scope covered under this purchase order in accordance with their Quality Management System where certified. Any certifications should be UKAS approved. (Or equivalent – eg ANAB)

3. The supplier shall ensure all of their personnel used for the fulfillment of this purchase order are suitable qualified and competent to carry out their work activities and are aware of their contribution to product / service conformity/ safety where applicable. Any other qualification requirements of personnel will be stated on the Purchase Order.
4. Should the supplier undertake any changes in terms of product and / or process, changes of suppliers or changes of manufacturing facility location, then the company shall be informed prior to the work scope being undertaken. If the Company needs to authorise such changes (including changes of suppliers) prior to the purchase order work scope being undertaken then the company will identify this requirement on the reverse of this document.

P. TERMINATION

1. In the event of the supplier failing to comply with any provision of this order or becoming bankrupt or insolvent or having a receiving order made against it or compounding with its creditors or being a corporation commencing to be wound up other than for the purposes of reconstruction or amalgamation or carrying on its business under a receiver the Company may terminate this order forthwith by written notice without prejudice to any other rights of the Company.
2. The Company shall have the right to cancel this order at any time before actual production of the goods has commenced and in the event of such cancellation the Company's liability shall be limited to the actual costs incurred by the supplier up to the date of such cancellation.

Q. ENVIRONMENT

1. The Company considers the protection of the environment to be an important part of the Company's overall corporate strategy. For all activities undertaken by the supplier for the fulfillment of the work scope covered under this purchase order , the supplier is requested to minimise any negative effect on the environment and ensure all environmental legislation is complied with.

R. MATERIALS

1. Unless stated otherwise on the reverse of this document, the supplier shall obtain and maintain copies of material certification, where applicable, and shall supply these certificates or certificates of conformity as requested on the Purchase Order.
2. The Organisation will prevent the use or supply of counterfeit goods and materials.

S. RECORD RETENTION

1. Unless stated otherwise on the reverse of this document, the supplier shall maintain copies all product / service and management system records related to the scope of work covered under this purchase order for a minimum period of 10 years and not even then disposed of without prior consent. Methods of disposition must also be pre-approved. The supplier shall ensure such records are legible and stored in a manner to ensure they are protected from damage or deterioration and will be made available to the Company upon request and on disposal.

T. The Supplier will be aware and ensure that employees are aware of ethical behavior both commercially and individually