

## Supplier Terms & Conditions.

- 1. Correspondence** in connection with this order must be sent to the address on the Purchase Order number and Buyer's reference.
- 2. Acknowledgements** must be sent within 7 days of receipt of the purchase order, and must be acknowledged using the relevant signature box on the purchase order. Any discussions regarding price queries or any other terms will not be entered into after 7 days from receipt of the purchase order.
- 3. Advice Notes** must be sent in duplicate, each bearing this order number, one being sent with the goods and one by post.
- 4. Invoices** bearing this order number should be emailed to the Purchase Accounts Department at the address on the Purchase Order within two working days of despatch of goods.
- 5. Statements** must be submitted to the Purchase Accounts Department at the address on the Purchase Order within ten working days following the Buyer's accounting period end. The terminal dates of the Buyer's accounting periods will be supplied on request.

**Note:** Failure to comply with these instructions will lead to delays in payment.

### CONDITIONS OF PURCHASE

These conditions and any conditions mentioned in the order specified overleaf shall constitute the only conditions upon which APPH Ltd. or any company which it controls ("the Buyer") is willing to order the goods specified on the Purchase Order ("goods") and/or the services specified overleaf ("work") from the addressee ("the Supplier"). They supersede or exclude all general or particular terms and conditions of contract or other modifications proposed imposed or sought to be imposed by the Supplier at any time and which shall be of no effect save as expressly accepted in writing as modifications by the Buyer. The written acceptance or commencement of performance by the Supplier of the order specified overleaf shall notwithstanding any such proposed modifications by the Supplier (save as aforesaid) constitute a contract limited to these Conditions which shall represent the entire agreement between the parties relating to the order.

#### 1. Conformity with Order

All goods shall be supplied and/or work carried out in strict accordance with the Buyer's specification(s), drawing(s), description(s) and or sample(s) (unless otherwise stated in this order) and any goods or work which do not so conform shall be rejected.

#### 2. Rejected Material

All rejected material shall be debited to the Supplier's account and must be recharged when replaced. Rejected material will be returned carriage chargeable to the Supplier unless collected by the Supplier's transport within five working days after notification by the Buyer.

#### 3. Price Variation

- This order or any part of it must not be invoiced to the Buyer at different prices to those quoted overleaf unless such different prices have been previously notified to and officially accepted by the Buyer in writing.
- Where for special reasons no price is stated on the Buyer's order the Supplier shall not invoice the Buyer until a price has been agreed by the Buyer in writing.

#### 4. Force Majeure

Should the Buyer be prevented from taking delivery of the goods or any part thereof or from allowing work to be performed by reason of any circumstances beyond the Buyer's complete control including but not limited to industrial disputes, fire, breakdown, worldwide shortage of raw materials or official acts of government authority, complete the Buyer may extend the time for delivery or performance for a reasonable period having regard to the effect of any such event.

#### 5. Delivery and Inspection and Passing of Title

- All goods must be delivered carriage paid in accordance with the Buyer's Delivery Instructions. Packing materials and containers shall be supplied free of charge by the Supplier.
- Time of delivery shall be of the essence of the contract. The Supplier shall notify the Buyer in writing forthwith of any likely delays and detail what action the Supplier is undertaking in order to minimise the arrear. Should the supply of goods be delayed at any time otherwise than through Force Majeure the goods affected by such delay shall if the Buyer so insists be delivered to the Buyer at the Supplier's expense by the quickest means of transport available.
- The property and risk in the goods shall pass to the Buyer when such goods have been safely off-loaded at the destination specified in this order.
- The representatives of the Buyer shall have the right to visit the Supplier's premises at all reasonable times to inspect the goods and the quality control applied thereto and to check their progress but such inspection shall not constitute acceptance.

#### 6. Price and Payment

- The price stated on the order shall remain fixed and binding until completion of delivery.
- Prices stated on the order are inclusive of all packaging, carriage insurance and freight charges and exclusive of VAT and Supplier shall not be entitled to increase the price by reason of any variation to such costs.
- The Supplier shall not issue any invoice prior to the scheduled or actual delivery date (whichever is the later). All invoices shall specify this order number and full details of the consignment including description, quantity and unit price of goods delivered.

d) Subject to the Buyer's receipt of goods and documents conforming with the order, payment will be in pounds sterling within 60 days from the end of the month in which the Buyer receives a proper invoice or within a period otherwise agreed. Notwithstanding the Buyer's acceptance of the goods, delivery shall not be deemed to have taken place nor shall the period for payment commence until the Buyer's receipt of all documents required to be issued.

e) Where the Buyer has agreed advance or progress payments Supplier shall upon request procure the issue by its bankers of a guarantee of immediate reimbursement upon demand.

## **7. Tooling**

The Supplier shall use tools equipment and/or material supplied by or on the instructions of the Buyer only for the purposes of this order and shall not dispose of such tools equipment or material without the prior written consent of the Buyer. The Supplier shall ensure that such tools and equipment are at all times adequately maintained and readily identifiable as being the property of the Buyer.

## **8. Copyright and Confidentiality**

The copyright in and title to all the documents (including drawings) supplied by the Buyer to the Supplier for the purposes of this order shall at all times remain the Buyer's and in no circumstances shall either such documents or their contents be used or disclosed for any purpose other than that for which they were supplied.

## **9. Cancellation**

The Buyer reserves the right to cancel this order in whole or in part at any time by the Buyer giving the Supplier notice in writing whereupon all work shall be discontinued.

## **10. Indemnities**

The Supplier shall at all times indemnify and keep indemnified the Buyer against:-

(a) all actions, suits, claims, costs, demands, damages, expenses or other loss or liability (including legal fees and expenses), loss of property, death or injury to any person howsoever arising to the extent occasioned or contributed to by any defect in or failure of the goods and/or work to conform with the contract or any act or omission of the Supplier, its agents or sub-contractors; and

(b) all direct, indirect or consequential loss, costs, damages or expenses sustained by or claimed against the Buyer and arising in whole or in part out of the Supplier's or its sub-contractors' or any agents' performance or non-performance of the contract or any other circumstances mentioned in this Condition 10.

## **11. Sub-contracting**

Neither this order nor any part thereof may be assigned or sub-contracted without the prior written consent of the Buyer.

## **12. Import/Export Licenses**

The Supplier is responsible for notifying the Buyer of any export restrictions applying to the Goods and for obtaining any import/export licenses relating to the supply of the Goods.

## **13. Warranty**

The goods shall conform in every respect to the contract bet for the purpose for which they are intended and be of merchantable quality and free from defects in design, workmanship and material. Any performance characteristics specified by the Supplier in any tender and or literature prepared by the Supplier shall be of the essence of this contract.

## **14. Guarantee**

Without prejudice to any other rights and remedies the Buyer may have under the terms of this order, the Supplier will remedy at its own cost any defects in design materials or workmanship which become apparent within 12 months from the date of the acceptance of the goods by the Buyer. In the event of any malfunction of the goods within the above Guarantee period, then the Guarantee period shall be extended by the period of malfunction.

## **15. Proper Law**

This contract shall be governed by the Laws of England as a contract made in England and the Supplier hereby submits to the jurisdiction of the English Courts.

### **Mandatory Quality Assurance requirements, See ref. on the Purchase Order.**

1. An approved Certificate of Conformity must accompany all consignments. Release documentation and C of C must carry batch numbers where applicable and be signed by an approved signatory.
2. This order is in aid of an MOD contract and may be subject to Quality Assurance activity at your works by MOD QAR.
3. Any purchases made in aid of this order shall be in accordance with the requirements of the relevant MOD DEF. STANS.
4. This order is subject to the conditions of air navigation regulations and the general requirements of the Civil Aviation Authority.
5. This order is subject to inspection and certification by your inspection organisation approved by APPH Ltd. in accordance with APPH Quality Manual S.Q.A.P.M.
6. As a non AQD / ARB or APPH Ltd. approved supplier this order is subject to special inspection arrangements by the APPH Ltd. Quality Department.
7. To be released in accordance with your approval and / or requirements of the Purchase Order.