



Technoset Ltd

Terms & Conditions of Purchase

THE TERMS AND CONDITIONS DETAILED BELOW FORM PART OF ALL TECHNOSET LTD PURCHASE ORDERS FOR GOODS & SERVICES. ACCEPTANCE OF A TECHNOSET LTD PURCHASE ORDER IMPLIES ACCEPTANCE OF THESE TERMS AND CONDITIONS

1. DEFINITIONS

"Contract" shall mean any contract resulting from the order

"Order" shall mean the purchase order

"Buyer" shall mean Technoset Ltd

"Seller" and/or "Supplier" shall mean the party on whom the order is placed

"Goods" shall mean the supplies and/or services to be delivered under the contract

"FAI" shall mean First Article Inspection report

2. SCOPE OF AGREEMENT

These terms and conditions represent the entire agreement between the parties and supersede any terms and conditions referred to or offered or relied on by the Seller in dealings with the Buyer at any time previously.

The purchase order constitutes the Buyer's offer to Seller, and becomes a binding contract on the terms and conditions set forth herein when it is accepted by Seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the Seller in accepting or acknowledging the order shall be binding upon Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless approved in writing by a duly authorised officer of the Buyer.

The foregoing provisions do not affect any claim which the Buyer might have at common law or under the Misrepresentation Act 1967 in relation to any representations however made or expressed which preceded formation of the contract which were relied upon by the Buyer and which were therefore a material influence on the formation of the contract.

3. VARIATION & WAIVER

The Buyer shall not be bound by any variation waiver of or additions to these conditions except as agreed in writing by a duly authorised officer of the company and such waiver alteration or addition shall have effect only in relation of the particular contract and shall not affect any future contractual relationship

4. DELIVERY

4.1 The supplier shall complete and deliver the goods at the time or times specified in the order and time shall be of the essence.

4.2 The Seller shall not be liable for delays or defaults due to causes beyond the Seller's control and without its fault or negligence, provided that, in such circumstances, the Seller advises the Buyer in writing immediately the delays are anticipated or ought to have been anticipated setting forth the cause of the delays and the Seller's anticipated revised delivery schedule. The Buyer shall not be obliged to accept the revised delivery schedule and shall have the option to cancel the order or any outstanding part thereof.

4.3 The Buyer may at any time or times by notice in writing to the Seller postpone the date(s) of delivery of any goods without thereby incurring any liability and the Seller shall deliver such goods on the revised date(s) so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the Buyer.

4.4 The place of delivery shall be the Buyer's premises except where some other place of delivery has been nominated by the Buyer before the goods have been put into transit by the Seller.

4.5 All risks in transit of the goods remain with the Seller and where the Seller arranges any contract of carriage in relation to the goods the Seller shall do so as principal and not as agent of the Buyer.

4.6 If the supplier delivers quantities in excess of the quantity due the Buyer shall have the right to accept or reject the quantity in excess of that due.

4.7 The Buyer shall not be obliged to accept delivery of any goods prior to the delivery date and if the Seller shall so deliver:

the Buyer shall be entitled to return the goods the supplier or

to charge storage to the supplier and

to calculate the date for payment according to the due delivery date

4.8 The Seller shall be responsible for the appropriate packaging and labelling of the goods to ensure undamaged arrival at their destination. Returnable packaging shall be held at the Seller's risk and returned at the Seller's expense.



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5. ACCEPTANCE AND REJECTION

All supplies will be subject to final inspection and acceptance by Buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. The Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any article so rejected may be returned to Seller at Seller's risk and expense, and at full invoice price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by Buyer.

5.1 CERTIFICATE OF CONFORMANCE REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR GOODS WHERE REQUIRED ON THE RELEVANT DRAWING

The certificate of conformance is a quality record that shall include the Buyer's part number, purchase order number, quantity shipped, date shipped, Seller's part number, Seller's date code (see below) and details of certified quality system. It should be signed to indicate compliance with the requirements of the document. Certificates are to be submitted for all shipments of parts delivered to the Buyer.

5.2 DATE CODE/LOT NUMBER CONTROL REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR GOODS WHERE REQUIRED ON THE RELEVANT DRAWING.

Deliveries of parts/components with multiple date codes or multiple lot numbers must be segregated such that each part/component is identifiable by its date code or lot number. The paperwork must also reflect if multiple date codes or lot numbers have been delivered with the associated quantity.

5.3 FIRST ARTICLE INSPECTION

The Buyer requires all first deliveries of parts to include a full first article inspection report be completed by the Seller. The sample on which the FAI was performed shall be clearly marked both on the sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then an FAI must be submitted for the change/update only. The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process (e.g. paint, chromate) proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced and their acceptance confirmed.

Any discrepancies detected by the Seller during the FAI shall be notified to the Buyer and a deviation should be sought in advance of any parts being shipped to the Buyer. Under no circumstances shall a nonconforming part be sent to the Buyer without a Technoset Ltd approved deviation. Failure to comply with the above requirements will result in the Buyer rejecting the Goods.

5.4 RECORD RETENTION

In addition to contractual requirements the supplier shall retain verifiable objective evidence of inspection and tests performed. Quality records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, the period shall be ten years.

5.5 NOTIFICATION OF NON-CONFORMING PRODUCT

The supplier must notify the Buyer of changes in product and/or process definition and, where required, obtain the Buyer's written approval.

5.6 RIGHT OF ACCESS BY THE BUYER, THEIR CUSTOMER AND REGULATORY AUTHORITIES

In accordance with contractual agreements, right of access by Technoset Ltd, their customer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records,

5.7 KEY CHARACTERISTICS

Where Identified within the specification, drawing and/or purchase order the supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.



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5.8 ASSIGNMENT

The Seller shall not assign the contract or any part of it or subcontract the production or supply of any goods under the contract without the prior written consent of the Buyer unless such action on the part of the Seller is a normally acceptable arrangement in relation to the supply of the particular goods. Where assignment or sub-contract is acceptable to the Buyer it will be the responsibility of the Seller to ensure that all the requirements of the Buyer are flowed down to the assignee. It will remain the responsibility of the Seller to certify that the goods supplied conform to the requirements of the contract and the Seller will remain fully liable in relation to all his obligations under the contract.

The Buyer shall have the right to assign this contract on giving written notice to the Seller and an assignee shall then take on the entire benefits of the contract and shall be considered by the Seller to have full rights under the contract.

6. TITLE TO GOODS

The Seller unconditionally guarantees that the Seller will at all times have a full and clear title to the goods and that the Seller is thereby able to pass such title to the Buyer free of any charge or encumbrance in favour of any third party of which the Seller declares the goods to be free. In the event of a breach of this provision the Seller will indemnify the Buyer to the fullest extent against any loss or carriage thereby occasioned and such indemnity shall include the costs and expenses of resisting or settling any claim made by any third party whether or not this was done with the Seller's consent or knowledge. Without prejudice to the foregoing or to such other rights as it might have the Buyer shall also in the event of a breach of this clause be entitled to the remedies set out in Clause 7.

7. BUYER'S REMEDIES

Failure to comply with the precise specification, terms and conditions of the order, or failure to deliver in accordance with Sellers promise shall be grounds for cancellation without penalty to Buyer.

In the event of any breach by the Seller of any part of clauses 5 and 6, the Buyer shall have the right to return goods at the Seller's expense and recover the purchase price if already paid or be under no obligation to pay if not already paid.

8. INTELLECTUAL PROPERTY CLAIMS

The performance of the contract by the Seller and the use of the contract goods by the Buyer must not involve the infringement of any rights relating to trade marks service marks or of any other right in relation to intellectual property. The Seller therefore agrees to make good to the Buyer all costs losses damages and expenses which the Buyer may incur because of proceedings in relation to such matters whether well grounded or not and whether or not the Seller was informed or consented to the Buyer's course of action.

9. DUTY OF CARE

The Seller undertakes to indemnify the Buyer against any breach of statutory or common law duties relating to the goods or services supplied.

10. JURISDICTION

The contract is deemed to have been made in Rugby Warwickshire and the parties agree to submit to the jurisdiction of the local courts and English law. Matters arising out of or connected with the contract may be referred to arbitration with the agreement of the parties.