

# **TERMS AND CONDITIONS OF THE ORDER**

## **ACKNOWLEDGEMENT**

You are requested to acknowledge this order by return.

## **OFFICIAL ORDER**

No order is valid unless made out on this company's order form addressed to the supplier. The number of the order must be quoted on all documents and correspondence.

## **RELEASE NOTE / CERTIFICATE**

To be sent with the goods, at the same time as the goods are dispatched.

## **INVOICE**

To be sent on the dispatch of goods, where prices have been agreed.

## **STATEMENT**

To be rendered monthly for payment for goods delivered.

## **PRICES**

Where firm prices are quoted on this order, no alteration shall be made without our written consent, and commencement of work on the goods comprising this order will be deemed to constitute acceptance of the prices stated in this order. If this order is marked 'price to be agreed' quotations must be submitted and our official amendment confirming the price must be in your possession before the goods are invoiced.

## **CARRIAGE**

Delivery to be carriage paid to the address at the head of this order unless otherwise stated in this order and at suppliers risk unless otherwise agreed.

## **PACKING**

To be clearly marked with the consignee's name and address and with our order number.

## **QUALITY MANAGEMENT SYSTEM REQUIREMENTS**

Where QMS requirements are invoked on the Purchase Order (i.e. ISO9001, AS9100, BAE SYSTEMS Approval etc.) products shall only be procured from suppliers who hold those minimum approvals, and / or processed in accordance with the applicable QMS requirements, including Customer requirements, and these shall be flowed down to any supply chain where required. Where any supplier in a chain does not hold the invoked approval, they shall not be accepted unless agreed in writing.

## **STAFF CONTRIBUTION**

Suppliers shall ensure that their staff are aware of how they contribute to product / service conformity, their contribution to product safety, and the importance of ethical behaviour.

## **RECORDS**

Quality records shall be retained indefinitely and suppliers are required to establish a documented procedure that defines the controls required to ensure they remain legible, identifiable, stored and maintained in such a way that they are readily retrievable, and available to ESL, our Customers, and regulatory authorities upon request.

## **DISPOSITION**

Quality records shall only be disposed of with the written permission of ESL.

## **SPECIFICATION ISSUE**

All specifications called for on the Purchase Order are to be to the latest issue, unless a specific issue is called for. All incoming certificates shall state the specification issue used.

## **NON-CONFORMING PRODUCT / PROCESS CHANGES**

The Supplier shall notify us of any non-conforming product, and obtain approval for the disposition of those products. They shall also notify us of any changes in the product and / or process, changes of Supplier, or changes of manufacturing facility location, and where required, obtain our approval for changes.

## **TEST SPECIMENS**

Where required on the Purchase Order, test specimens shall be provided for design approval, inspection, verification, and investigation or auditing.

## **POST-DELIVERY ACTIVITIES**

ESL provide components and assemblies to Customer drawings, with limited knowledge of the end products intended nature, use or lifetime. To this end, we do not collect in-service data, provide data on product use, maintenance or repair, or final disposal.

ESL have considered the potential undesired consequences associated with the products we supply, and does act on the Customer's feedback. Where problems are detected after delivery, ESL shall carry out the appropriate investigation and reporting as requested by the Customer.

## **COUNTERFEIT GOODS**

The supplier shall ensure that only new and authentic materials are used, or only purchased directly from original manufacturers, manufacturer franchised distributors, or authorised aftermarket manufacturers. Material that was not provided by these sources is not authorised unless agreed in writing.

The supplier shall maintain traceability back to the original manufacturer for all goods being delivered against this order. The traceability shall clearly identify the name and location of all the supply chain intermediaries from the manufacturer to the seller, and shall include as applicable lot codes, heat codes, serialisation, unique item identifiers, batch identification, and the invoked QMS requirements.

## **RIGHTS OF ACCESS**

Our representative, our Customer and regulatory authorities shall be allowed to visit your works at any time to check the work in progress, and have access to all facilities involved in the Order, at any level in the supply chain, and to all applicable records.

## **ACCEPTANCE**

All goods are subject to approval after delivery.

We reserve the right to reject any of the goods ordered which do not reach the approved standard of design, material, workmanship or quality, or which do not come up to sample or standard specified, and to return such goods at suppliers expense and risk, and, if we think fit to cancel any outstanding part of the order.

## **USE OF INFORMATION**

All designs, drawings, specifications and information supplied in connection with this order are confidential, and their use must be strictly confined to your own works and to the purposes of this order; the particulars contained therein and in other matter issued in connection therewith must not be disclosed to anyone other than your employees, without our written consent. They must be used solely for the purpose of manufacturing the articles, or parts thereof, deliverable under this contract and no similar articles or parts may be made for any other purpose except with our previous consent in writing. All such designs, drawings, specifications and information and all copies thereof must be returned to us on the completion of the order.

## **DELIVERY**

Delivery dates shall be strictly in accordance with this order and we reserve the right to cancel the contract at any, unexecuted part thereof, if you fail to deliver goods by the date specified. In the event of a complete or partial stoppage of work at our premises due to force majeure, fire, strike, lockout, floods, riot, civil commotion, government action, change of official standards or requirements, or reasonable cause, deliveries may be partially or wholly suspended by us, during or after such stoppage.

In the event of the Suppliers failure to deliver the goods by the date specified, or failure to supply the goods in accordance with the said approved standard or otherwise as herein, then in addition to any other rights mentioned to these conditions, a sum by way of reasonable damages shall be payable to us in respect of the loss suffered by us.

## **ACCEPTANCE OF CONDITIONS**

Acceptance of order shall constitute acceptance of these conditions and any qualifications which may appear in the Supplier's acceptance or otherwise shall be without effect unless expressly accepted by us in writing.

## **SUB-LETTING**

This order, or any part thereof, shall not be sublet, assigned or otherwise disposed of without our previous consent.

## **BREAK**

This order is determinable at any time by our giving you notice in writing. On receipt of such notice you will cease production on this order and deliver all material, components and partly finished components in accordance with our detailed instructions. We shall pay a fair reasonable price for all work delivered.

## **VESTING**

Any material purchased or allocated by you for the purpose of this order, and any work done thereon, shall immediately vest in us.

## **\* GOVERNMENT CONTRACTS**

Where a Min. of Tech. Contract No. is quoted on the face of this order, the order is subject, where applicable, to the "Standard Conditions of Government Contracts for Store Purchases" (Form CCC/Stores/T) as supplemented by Form 6/49 together with all amendments thereto and other Special Conditions.

## **FREE ISSUE MATERIAL**

When material is issued on a free-issue basis, you will replace at your own expense any such material scrapped in excess of the scrap allowance given. All free issue material shall remain our property and all work done thereon shall immediately vest in us.

## **SAFE CUSTODY**

The safe custody of all jigs, tools, patterns, dies and like belonging to us and all of the free issue material, vested material and work done on each whilst in your possession, custody or control is your absolute responsibility and you will adequately insure all such material and items, and work done thereon against loss or damage.

## **CASTINGS**

Part orders shall not be accepted against order quantities stated. Payment of invoices will only be issued upon receipt of FULL ORDERED quantities. Any shortfalls or order quantity shall only be accepted upon written consent from ESL. On applicable Castings where Approval is required, payment for any patterns, tooling, macros or mark outs will only be authorised on receipt of Approval from our customer. Quality Tolerances in accordance with BS4114 are not applicable to this order.