

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

"The Company" shall mean Tridan Engineering Limited who issue a purchase order. "Supplier" shall mean the recipient of any such purchase order. "Goods" shall mean the articles or services described in the purchase order.

2. OFFER

This purchase order constitutes an offer on the part of the Company which must be accepted in writing by the Supplier or by the actual execution of the purchase order.

3. ACCEPTANCE

Acceptance of a purchase order will be deemed to bind the Supplier to the following terms and conditions and no Goods shall be supplied by the Supplier except in accordance herewith. In the case of any conflict between these conditions and those of the Supplier these conditions will prevail.

4. ADVICE NOTE

All Goods delivered into the Company's works must be accompanied by an advice note bearing the Company's purchase order number. If the Goods are despatched by rail or by a carrier a copy of the advice note showing despatch particulars must be sent by post to the Company's Receiving Department on the day of despatch. If this is not done the Company cannot accept the responsibility of giving notice to the carrier of non delivery of Goods.

5. EQUIPMENT USED IN THE MANUFACTURE

- a) Tools, dies, jigs, induction hardening coils, moulds and other equipment used in the manufacture of the Goods and paid for by the Company shall remain the property of the Company and must be surrendered to the Company on demand.
- b) Tools, dies, jigs, moulds and other equipment used in the manufacture of the Goods and paid for by the Company on a part cost basis shall be maintained in good condition by the Supplier at his expense and be used exclusively for the manufacture of the Company's Goods.

6. DESIGN

Where material or parts are made according to drawings and/or instructions furnished by the Company, the design shall be considered exclusive and the Supplier shall not furnish to anyone else the same article or parts without written permission.

7. QUALITY AND DEFECTS

The Company reserves the right to reject any Goods which are either faulty or unsuitable for the purpose for which they were purchased or do not conform to the quality, standard or description as specified in the purchase order. The Company may return the rejected Goods at the Supplier's risk and expense.

8. DELIVERY

- a) Delivery shall be completed when the Goods have been received at the place designated in the contract.
- b) Unless otherwise agreed in writing, where a specific time for a delivery is mentioned on the purchase order, such time shall be the essence of the contract and in the event of failure by the Supplier to deliver at such time the Company shall without prejudice to any other other rights be entitled to cancel the contract at any time after the specified time.
- c) If for any cause beyond the reasonable control of the Supplier or by reason of any industrial dispute delivery of the Goods shall be delayed, the Company may extend the time for delivery and by such a period as may be reasonable.
- d) If for any reason the company are unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery the Supplier shall store the Goods at its own risk until their actual delivery.
- e) Goods will only be accepted at the Company's factory from 8.00 a.m. to 4.30 p.m. Monday-Thursday inclusive and between 8.00 a.m. to 12.30 p.m. on Fridays, unless it has been specifically agreed otherwise.

9. PRICE

- a) No variation in price will be accepted unless reasonable written notice has been given to the Company of such a variation and the Company's written approval has been obtained thereto prior to execution.
- b) The Company reserves the right to deduct from any monies due or becoming due to the Supplier any monies due from the Supplier to the company in respect of materials supplied to the Company.

10. PAYMENT

Payment by the Company for any of the materials covered by the purchase order shall not constitute a waiver of any of the Company's rights, nor shall such payment terminate any of the Supplier's warranties.

11. BREACH

Any breach of any term of a purchase order by the Supplier either regarding time of delivery or otherwise shall whether the Company have accepted the Goods or any part thereof or not, and whether the property in the Goods has passed to the Company or not entitle the Company in its option either to treat the purchase order as repudiated or treat any such breach of warranty, giving rise to a claim for damages.

12. SUPPLIER'S INDEMNITY FOR:

- a) Loss or damage or injury whatsoever and whensoever arising, caused to the Company or for which the Company may be liable to third parties, due to defective workmanship or unsound quality of Goods.
- b) Claims in respect of death or injury, howsoever caused, to any of the employees or those of the agent or subcontractors of the Supplier while in or about the Company's sites or works or other places of business.

13. WARRANTIES

The Supplier warrants that the design, construction and quality of any Goods to be manufactured or supplied by him shall comply in all respects with any Statute, Statutory Rule or Order of Regulations which may be in force at the time including the Health and Safety at Work Act 1974 and further that the sale or use of the Goods by the Company would not infringe any British or Foreign patent, trademark, trade name or registered design. The Supplier undertakes to indemnify the Company against the loss, damage, liability, costs or expenses which the Company may suffer or incur by reason of any breach of the said warranties.

14. CANCELLATION

This purchase order may be cancelled at any time by the Company giving the Supplier notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Company. The Company shall not be liable for any loss to the Supplier including consequential loss.

15. PASSING OF PROPERTY

Any goods manufactured by the Supplier shall remain at the Supplier's risk until delivery to the Company has been completed when the property in the Goods shall pass to the Company.

16. ASSIGNMENT

The Supplier shall not without written consent of the Company assign, transfer, sub-let the contract or any part thereof other than for minor details or for any part of the Goods of which the manufacturers or the suppliers are named in the purchase order.

17. CONFIDENTIALITY

The Supplier shall treat this purchase order and all designs, drawings, specifications and information supplied therewith as confidential and shall not disclose the same to any third party without the Company's written consent or infringe any copyright, patent, trademark, trade name or registered design vested in the Company.

18. PROPER LAW

This agreement shall be read and construed and have effect according to the laws of England and as a contract made in England.

19. ADDITIONAL TERMS AND CONDITIONS OF PURCHASE FOR AS9100 AND AS9120 PURCHASE ORDERS

- The Supplier shall notify the Company of any proposed changes to design, parts, materials, fabrications methods, or processes, and obtain written approval from the Company prior to change incorporation. The Supplier will notify the Company of any changes to processes, products or services including changes to locations or changes to their external providers and obtain the Company's approval.
- Whenever a Supplier identifies non-conforming product, our Quality Department is to be contacted. A description of the non-conformance and components affected must be described in the communication and a suggested solution recommended. Subject to investigation by our Quality Department and Account Manager either internally or with our customer, a non-conformance report will be raised and sent to the Supplier for the purpose of corrective action. An appropriate rectification instruction will be detailed to the non-conformance report.
- The Supplier shall immediately notify the Company of changes to ownership, manufacturing or processing location. The Supplier shall notify the Company as soon as it is apparent that an interruption of 2 or more days is anticipated in the production/supply of an item.
- The Supplier shall allow right of access by the Company, our customer and regulatory authorities to all facilities involved in the supply of an item and to all applicable records.
- The Supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics and referred Standards and Specifications where required.
- The Company requires that all suppliers apply appropriate controls to their supply chain direct and sub-tier to ensure that all requirements are met.
- The Supplier must implement a Quality Management System.
- The Supplier will ensure that it uses approved or Customer nominated external providers.
- The Supplier will to the best of its ability prevent the use and supply of counterfeit goods. If counterfeit goods are found or are suspected the Supplier must inform the Company immediately.
- The Supplier will retain records indefinitely, if this cannot be achieved the Supplier will notify the Company and a suitable arrangement agreed upon.
- The Supplier will allow access to applicable areas of facilities and to applicable documented information at all levels of the supply chain to the Company, our customers and our regulatory authorities.
- The Supplier will ensure that its staff are aware of their contribution to product and service conformity, their contribution to product safety, the importance of ethical behaviour.

INSTRUCTIONS AND CONDITIONS SET OUT IN THIS ORDER MUST BE OBSERVED OTHERWISE THE BUYER MAY CANCEL THE ORDER.