

## Terms & Conditions of Purchase

THE TERMS AND CONDITIONS DETAILED BELOW FORM PART OF ALL REDIWELD TRAFFIC PRODUCTS PURCHASE ORDERS AND SERVICE ORDERS.  
ACCEPTANCE OF A PURCHASE AND/OR SERVICE ORDER IMPLIES ACCEPTANCE OF THESE TERMS AND CONDITIONS.

### 1. DEFINITIONS

- **“Contract”** shall mean any contract resulting from the Order
- **“Order”** shall mean a Purchase Order
- **“Buyer”** shall mean Rediweld Traffic Products Ltd, 9-10 Newman Lane, Alton, Hampshire, GU34 2QR, UK
- **“Seller”** shall mean the Company or person on whom the Order is placed
- **“Goods”** shall mean the supplies to be delivered under the Contract and shall be deemed to include any service(s)

### 2. ORDER ACCEPTANCE

A Purchase Order constitutes the Buyer's offer to the Seller and is a binding Contract on the terms and conditions set forth herein when it is accepted by the Seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the Seller in accepting or acknowledging this Order shall be binding upon the Buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by the Buyer's written approval.

### 3. REVISIONS

No revision of this Order or of any of the terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of the Buyer.

### 4. DELIVERY

4.1 Delivery shall be strictly in accordance with the delivery schedule set out in this Order. Notwithstanding this provision, the Seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the Seller has reason to believe that deliveries will not be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to the Buyer.

4.2 The Seller shall complete and deliver the Goods at the time or times specified in the Order and in this respect, time shall be of the essence.

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.

### 5. DELIVERIES MADE

5.1 If the Seller 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.

5.2 The Buyer shall not be obliged to accept delivery of any Goods prior to the delivery date and if the Seller shall do so:

- a) the Buyer shall be entitled to charge storage to the Seller, and,
- b) the date for payment shall be calculated according to the due delivery date.

### 6. TERMINATION

Failure to comply with the specification, terms and conditions of the Order or to deliver material in accordance with Seller's promise shall be grounds for cancellation without penalty to the Buyer.

### 7. ACCEPTANCE AND REJECTION

All articles will be subject to final inspection and acceptance by the 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 the Seller at the 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 the Buyer.

### 8. CERTIFICATE OF CONFORMANCE (REQUIRED FOR GOODS WHERE REQUIRED)

The certificate of conformance is a quality record that shall include the Buyer's part number, Purchase Order number, quantity shipped, date shipped, manufacturer's part number, manufacturer's date code (see below) also original material certification and details of certified quality system. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to the Buyer.

## **9. COUNTERFEIT PARTS**

### **(REQUIRED FOR GOODS INTENDED WHERE REQUIRED)**

The Supplier is expected to develop, implement and maintain effective methods and processes appropriate to their products to minimize the risk of introducing counterfeit material. In addition, the supplier shall provide notification to recipients of counterfeit material(s) when warranted. If suspect or counterfeit material(s) are furnished under this purchase order or are found in any of the material delivered here under, such items will be quarantined and then ultimately be destroyed by the Buyer. The supplier shall promptly replace such counterfeit material(s) with material acceptable. The Supplier shall be fully liable for all associated costs.

## **10. DATE CODE/LOT NUMBER CONTROL**

### **(REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR OTHER GOODS WHERE REQUIRED)**

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.

## **11. FIRST ARTICLE INSPECTION**

### **(REQUIRED FOR GOODS WHERE REQUIRED)**

10.1 The Buyer requires all first deliveries of parts to include a full first article inspection (FAI) report be filled out by the manufacturer. 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.

10.2 The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced and their acceptance confirmed.

10.3 Any discrepancies detected by the manufacturer during the FAI shall be notified to the Buyer's and a concession 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 written approved concession from the Buyer. Failure to comply with the above requirements will result in the Buyer rejecting the Goods.

## **12. RECORD RETENTION**

In addition to contractual requirements the Seller shall retain verifiable objective evidence of inspection and tests performed not only by themselves but also by their suppliers, subcontractors and special process providers. Quality records shall be made available for evaluation for a minimum period of twelve complete years.

## **13. CHANGES TO PRODUCT or PROCESS.**

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

## **14. NON-CONFORMING PRODUCT or PROCESS**

The Seller must notify the Buyer of any deviations from drawings, specifications, or other purchase order requirements and submitted on a Concession for consideration. Material shipped on an approved Concession must reference the Concession number on all relevant paperwork.

## **15. SUSPECT PARTS**

Due to the risk they pose suspect parts should not be shipped to the Buyer. If the Buyer approves shipment of any "Suspect Parts" need to be clearly identified and segregated physically and according their covering paperwork.

## **16. RIGHT OF ACCESS BY THE BUYER, THEIR CUSTOMER AND REGULATORY AUTHORITIES**

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

## **17. KEY CHARACTERISTICS**

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

## **18. PATENTS**

The Seller shall indemnify the Buyer from and against all costs, claims, proceedings or demands in respect of any infringement of patent, registered design, trade mark or copyright arising out of the sale or use of any Goods supplied under this Contract, provided always that the Seller shall not be required to indemnify the Buyer against such infringements where the Goods are supplied to the particular design or specification of the Buyer.

## **19. PAYMENT**

The Buyer shall pay for Goods, subject to acceptance, at the end of the second month following the month in which the Goods are received or in which the invoice for such Goods is received whichever is the later unless otherwise agreed in writing by the Buyer.

## **20. PROPERTY**

The property in the Goods, subject to acceptance, shall pass to the Buyer when the Goods have been received by the Buyer.

## **21. FORCE MAJEURE**

Neither the Seller nor the Buyer shall be liable to the other for any failure to fulfil its obligation under the Contract if such a failure is caused by circumstances beyond its reasonable control.

**22. INDEMNITY**

The Seller shall indemnify the Buyer against all claims, cost, expense, loss or damage whether direct or consequential which the Buyer may suffer howsoever arising from the Seller's breach of any of its obligations under this Contract.

**23. ASSIGNMENT AND SUBCONTRACTING**

The Seller shall not assign or transfer the whole or any part of this Contract or subcontract the production or supply of any Goods to be supplied under this Contract without the prior written consent of the Buyer.

**24. SUBCONTRACTING POLICY**

If subcontracting has been approved by the Buyer (see section 20), the seller shall ensure the flow down and compliance with all the purchase order and/or contractual requirements, to their suppliers, subcontractors and special process providers.

**25. LAW**

The Contract shall be deemed to have been made in England and the parties to the Contract hereby submit to the jurisdiction of the English courts. English law shall be the proper law of the Contract.

**26. PRODUCT SAFETY AND CONFORMITY****(REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR OTHER GOODS WHERE REQUIRED)**

The Supplier is expected to develop, implement, and maintain effective policies and training programs to ensure their employees are aware of their relevant contribution to the quality, safety and conformity of their products and or services the supplier will ensure that the material will be free of foreign object debris.

**27. ETHICAL BEHAVIOUR****(REQUIRED FOR GOODS INTENDED FOR AIRCRAFT APPLICATIONS AND FOR OTHER GOODS WHERE REQUIRED)**

Suppliers acknowledge and agree that the Buyer requires that the supplier maintain a high standard of ethical conduct in all its dealings with the Buyer. The Supplier, where requested, shall provide evidence of ethical behaviour not limited to antibribery, anti-child labour, anti-slavery and whistle blowing.