



Terms and Conditions of Purchase:

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GENERAL

1. The term 'Company' shall be defined as the Company named at the head of this document.
2. The term 'Supplier' shall be the person or Company named in this enquiry.
3. The term 'Associate Company' shall mean a fellow subsidiary of Five Valleys Aerospace.
4. The conditions for the contract shall be as herein listed and shall prevail over any terms and conditions in the Supplier's quotation.
5. No liability shall be accepted for orders or amendments not on our official order form.

VARIATIONS

The Company shall not be bound by any variation, waiver or addition to these conditions except as agreed in writing.

The Company reserve the right to vary terms of purchase at any time, the prevailing terms of purchase are published on the Nu-Pro's website - see link: <https://www.nu-pro.com>

TIME

Time for delivery shall be as stated in the quotation.

Time for delivery shall be the essence of any contract.

PRICE AND PAYMENT

The price stated in the quotation shall be exclusive of VAT.

The price stated shall be fixed and agreed for the duration of the contract. Where a price is to be agreed a quotation must be submitted by the Supplier and a confirming order amendment issued prior to the rendering of an invoice.

The Company reserves the right to cancel any order if in the Company's sole opinion, it considers that the Supplier's obligations may not be met by the due delivery date. In this event any monies paid by the Company against this order will be repayable to the Company.

No payment will be made without receipt of a detailed statement.

The Company reserves the right to set off any liability incurred to the Supplier under this agreement against such sums as remain due and owing by the Supplier to the Associate Company at the date when payment is due to the Supplier under this agreement.

Payment terms of 45 days and end of month after delivery products or completion of the service, once all relevant quality documentation or evidence of service has been submitted and accepted by the Company, payments are strictly managed from the due date on the order or on successful completion of the contract. Early delivery does not qualify for early payment unless the due date on the contract has been altered to reflect the new agreed date, and this is confirmed on an updated order.

DELIVERY

Goods must be delivered carriage paid, to the works stated, at the Suppliers risk. In the case of overdue deliveries, the Company shall be entitled to claim delivery by the fastest possible means, at the Supplier's expense.

The time limit for the notification of any claims for goods damaged in transit and or discrepancies from any contract shall be a reasonable period not less than 30 working days from the date that the Company was in receipt of such damaged goods.

In the event of unsatisfactory or defective materials being supplied the Supplier shall accept our additional charges for irrecoverable machining and labour cost prior to the discovery of the fault or such cost incurred in rectification.

Delivery may be suspended at the Company's request in the event of any unforeseen contingency arising after the date of the purchase order.

The date(s) of delivery of goods or completion of services stated in the Order is/are of the essence of the contract and liquidation damages at the rate of 1% per week shall be applied in the event of late delivery unless expressly agreed in writing by the Company.

Goods delivered must be accompanied by a delivery note listing such goods in sufficient detail to enable inspection and checking to take place after delivery. No responsibility for payment will be accepted by the Company unless delivery notes have been signed by an authorised representative of the Company. The signature of any delivery note by or on behalf of the Company shall not imply that the Company has accepted any goods as regards quality or quantity.

Any faulty item or items delivered in advance of the due delivery date or in excess of the proper order quantity may be returned by the Company at the Suppliers expense. Early delivery by the Supplier and acceptance by the Company shall not entitle the Supplier to early payment.

In the event of industrial dispute, strike, accident or other unforeseen contingency causing a stoppage of work or delay in the Company's premises or on site, delivery may be suspended at the Company's request for the duration of the same.

OWNERSHIP AND RISK

Title to the goods/services shall pass to the Company when delivery has been made.

Risk shall pass to the Company on delivery of the goods/services or on receipt by the nominated party complete and in good condition.

Any parts issued free of charge by the Company shall remain at all times the property of the Company. In the event of damage or scrapping of any parts supplied by the Company the Supplier shall be liable to repair or replace at its expense.

SUB-CONTRACT

The Supplier shall not sub-contract the contract described in this purchase order either as a whole or in part to other Companies without the prior consent of the Company.

Where consent is given for sub-contract activities, the Supplier shall ensure all applicable requirements identified within the purchase order including the Company's customer requirements, are flowed down to any sub-tier.

GUARANTEE

The Supplier shall undertake to make good any part of the goods/services supplied which shall fail owing to defective materials, workmanship or design. This guarantee shall be limited to those faults or failures notified to the Supplier within twelve months of the date of receipt of the goods/services in good working order. Repair or replacement of any defective part may be made without the express consent of the Supplier, where the Company feels that such repair does not adversely affect the overall performance of the goods/services.

Such action for the sake of expediency shall not terminate the Supplier's liability under any guarantee clause. The Company shall reserve the right to charge the Supplier for any such remedial work on presentation of evidence.

LAW

The law governing this contract, its application, performance and interpretation shall be English Law, venue England.



ARBITRATION

If at any time any question, dispute or difference shall arise between the Supplier and the Company, the subject having been notified in writing by one party to the other party, the difference may be referred to arbitration at our discretion. The appointment of the arbitrators shall be one by the Supplier and one by the Company.

INSPECTION

The Supplier shall be the subject to Quality Assurance auditing by the Company. All goods shall be accompanied by the relevant delivery note, advice note release certificate and or certificate of conformity where required. The Company reserves the right to inspect and progress work under the order, but such inspection shall not relieve the Supplier from any responsibility or liability. The Company reserves the right of access at any level of the supply chain to allow its customers and relevant regulatory authorities, upon written request, to inspect work under the order. The Company will have the power to reject any part of the goods or service which does not conform to the order.

The Supplier shall notify the Company in writing of any non-conforming product that could have an impact on products / services in terms of quality, reliability or safety that have been previously supplied or yet to be supplied to the Company. The Supplier shall gain written approval from the Company for non-conforming product disposition.

INDEMNITY

The Supplier shall indemnify the Company against all liability which the Company may incur to any other person whatsoever and against all claims, demands, proceedings, damages, costs and expenses made against or incurred by the Company by reason of any act, omission or breach of statutory duty of the Supplier, its employees, sub-contractors or agents or otherwise in carrying out its obligations under the order or by reason of any defect in goods delivered or services supplied pursuant to the order.

ADVANCE PAYMENTS

If under the terms of the order any part of the price is payable before delivery all material allocated to the order shall vest in the Company when it is so allocated. The Supplier shall mark all such material as the property of the Company but shall be at the Supplier's risk until delivery.

TOOLS AND PATTERNS

All tools, patterns, drawings, designs and documents supplied by or made available through the Company to the Supplier or made by the Supplier for or pursuant to the order shall remain or become the property of the Company and shall not be disclosed by the Supplier to any other persons, firm or Company nor used by the Supplier other than for implementing the order and shall be returned or delivered by the Supplier to the Company upon completion of the order unless otherwise required.

QUALITY SYSTEM & APPROVALS

Should the Supplier lose or have withdrawn by the relevant authority any of its Quality Systems Approvals then the Company shall be informed at the earliest possible convenience.

The Supplier is required to maintain or implement an appropriate quality system. Unless stated otherwise on the attached/reverse of this document, the Supplier shall carry out the work scope covered under this purchase order in accordance with their BS EN ISO 9001 Quality Management System Approval if applicable.

The Supplier shall ensure all of their personnel used for the fulfilment of this purchase order are suitable qualified and competent to carry out their work activities. Any other qualification requirements of personnel will be recorded on the attached/reverse of this document. The Supplier shall also ensure their personnel are aware of their contribution to product or service conformity and their contribution to product safety.

Should the Supplier undertake any changes in terms of product and / or process, changes of suppliers or changes of manufacturing facility location, then the Company shall be informed prior to the work scope being undertaken. If the

Company needs to authorise such changes (including changes of suppliers) prior to the purchase order work scope being undertaken then, the Company will identify this requirement on the attached/reverse of this document.

The Supplier shall implement controls to prevent the use of counterfeit parts.

The Supplier will be subject to performance monitoring of on time delivery and product quality.

All Suppliers will ensure under the latest AS9100 revision standard that they comply to the following;-

- Prevention of counterfeit parts.
- Contribution to product or service conformity.
- Product Safety.
- Ethical behaviour.

If required further information on the requirements can be supplied by the company if requested at the time of receiving an official purchase order.

In the event of the Supplier failing to comply with any provision of this order or becoming bankrupt or insolvent or having a receiving order made against it or compounding with its creditors or being a corporation commencing to be wound up other than for the purposes of reconstruction or amalgamation or carrying on its business under a receiver the Company may terminate this order forthwith by written notice without prejudice to any other rights of the Company.

The Company shall have the right to cancel this order at any time before actual production of the goods/services has commenced and in the event of such cancellation the Company's liability shall be limited to the actual costs incurred by the Supplier up to the date of such cancellation.

ENVIRONMENT

The Company considers the protection of the environment to be an important part of the Company's overall corporate strategy. For all activities undertaken by the Supplier for the fulfilment of the work scope covered under this purchase order, the Supplier is requested to minimize any negative effect on the environment and ensure all environmental legislation is complied with. To facilitate this, the Company encourages the Supplier to consider implementing an environmental management system.

MATERIALS

Unless stated otherwise on the attached/reverse of this document, all materials procured by the Supplier or authorised sub-contractor for the fulfilment of the work scope covered under this purchase order, shall be procured from BS EN ISO 9001 approved suppliers. The BS EN ISO 9001 approval shall be independently assessed and certified by a certification body. The certification body shall be accredited to provide audit and certification of quality management systems.

Unless stated otherwise on the attached/reverse of this document, the Supplier shall obtain and maintain copies of material certification in accordance with BS EN 10204 section 2.2 for all material procured in support of the work scope covered under this purchase order.

The BS EN ISO 9001 approval shall be independently assessed and certified by a certification body. The certification body shall be accredited to provide audit and certification of quality management systems.

Record Retention

Unless stated otherwise on the attached/reverse of this document, the Supplier shall maintain copies of all product/service and management system records or documented information related to the scope of work covered under this purchase order for a minimum period of 10 years. The Supplier shall ensure such records are legible and stored in a manner to ensure they are

protected from damage or deterioration and will be made available to the Company upon request. The Supplier must inform the Company prior to disposal or destruction of records relating to this order to give opportunity for collection.

ETHICS AND RESPONSIBILITY

The Company requires the Supplier to comply with the principles of (or "contained within") the Ethics, Corporate Social Responsibility policy and the Modern Slavery Act Statement made available on the Companies corporate website www.hydegroupp.com. The Supplier is required to disseminate these values throughout their own supply chain. The Supplier shall ensure their personnel are aware of the importance of ethical behaviour. Where the supplier is contracted to provide persons expected to work on the Companies behalf, under the Companies instruction and where this is applicable, they shall ensure that any personnel provided, have undergone the necessary checks to ensure they have the right to work in the UK in accordance with Home Office guidance on this subject.

REACH REGULATIONS

The Supplier shall ensure that chemical substances constituting or contained in products supplied to the Company are not restricted under Annex XVII of Regulation EC No 1907/2006-REACH including all subsequent amendments (Registration, Evaluation, and Authorisation of Chemicals). Article 33 of the European REACH Regulation (EC 1907/2006) requires manufacturers within the European Economic Area (EEA), or any importer or distributor into the EEA to provide their customers with specific information where they are supplying articles (parts/products) that contain Substances of Very High Concern (SVHCs) in a concentration above 0.1 % by weight. SVHCs are placed on the European Chemicals Agency (ECHA) Candidate List.

INTELLECTUAL PROPERTY AND CONFIDENTIALITY

All specifications, drawings, technical descriptions and other documents supplied by the Company under or in connection with the order shall remain vested in the Company. The Supplier shall have the right to copy all such documentation and data supplied by the Company but shall keep it confidential and without the Company's prior consent in writing shall not disclose it to any third party except for purpose of fulfilling the order.

The Company shall be entitled without payment of any royalty or fee to use and copy all documentation and data, supplied by the Supplier, solely for the purpose of executing the order but shall, keep it confidential and shall not disclose it to any third party without the Suppliers prior written consent.

Sub-clause 1 and 2 above are each subject to the provision that nothing therein contained shall apply to prevent either the Company or the Supplier as the case may be from disclosing information:

- Already in the possession with the full right to disclose it to third parties without restriction, or
- Which is or later becomes public knowledge other than by a breach of this Article, or
- Which they may independently receive from a third party with the full right to disclose.

The Supplier shall keep confidential the fact that an order has been placed and all conditions thereof and only disclose its content as necessary for the fulfilment of the order.

Where Company issued information is subject to a Security Classification Marking and /or is Export Controlled then the Supplier is responsible for ensuring such information is controlled in accordance with that Security Classification Marking and / or Export Control Marking. Controls invoked by the Security Classification Marking and / or Export Control Marking take precedence over any conflicting confidentiality requirements specified in the Company's terms and conditions of purchase. Guidance on UK Government Security Classifications can be found on www.gov.uk.

Our terms and conditions remain absolute at all times