

# **TERMS & CONDITIONS OF PURCHASE (Rev 2)**

## **MULTIGRIND SERVICES LIMITED**

Purchase orders shall be subject to the following terms & conditions as appropriate:

### **1. DEFINITIONS**

“Contract” shall mean any contract resulting from this order.

“Order” shall mean this purchase order.

“Buyer” shall mean Multigrind Services Limited.

“Seller” and/or “Supplier” shall mean the person on whom this order is placed.

“Goods” shall mean the supplies to be delivered under the contract and shall be deemed to include any parts, raw materials or service(s) provided.

### **2. ACCEPTANCE**

This purchase order constitutes buyer’s offer to seller and is 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 this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein - unless accepted by buyer’s written approval.

### **3. REVISIONS**

No revision of this order of any of the terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of buyer’s purchasing representatives.

### **4. DELIVERY**

**4.1** Delivery shall be strictly in accordance with the delivery schedule set out in the 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, providing the seller (where it has reason to believe that deliveries will not be made as required, due to such cases) gives written notice setting forth the cause of any anticipated delays immediately to buyer.

**4.2** The supplier 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 agreement with the Supplier in writing, postpone the date(s) of delivery of any goods. Any additional cost/liability will be discussed at the time, and agreed between Buyer, and Supplier in writing.

### **5. DELIVERIES MADE**

**5.1** If the supplier delivers quantities in excess of the quantity due, the purchaser 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 supplier and

b) the date for payment shall be calculated according to the due delivery date.

c) The supplier shall develop implement and maintain a program to prevent the risk of delivery of counterfeit parts/materials. All parts, materials and assemblies (Electrical, Mechanical, raw materials) shall be procured directly from the original component manufacturer (OEM) or from the OCM/OEM authorised distributor. If suspect or counterfeit parts/materials are supplied under the purchase order, all such items will be quarantined and then ultimately destroyed, The supplier will promptly

replace such counterfeit parts/materials with items acceptable to Multigrind services Ltd. The supplier shall be fully liable for all associated costs.

#### **6. TERMINATION**

Failure to comply with the specification, terms and conditions of this order or to deliver goods in accordance with seller's promise shall be grounds for cancellation without penalty to buyer.

In addition, buyer may need to cancel an order due to circumstances beyond its control. In these instances, any additional cost/liability will be discussed at the time, and agreed between Buyer, and Supplier in writing.

#### **7. ACCEPTANCE & REJECTION**

All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject goods which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any goods 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 goods shall be replaced unless requested by buyer.

#### **8. CERTIFICATE OF CONFORMANCE / MATERIAL MILL CERTIFICATES (WHERE REQUIRED ON THE RELEVANT DRAWING OR ORDER)**

The certificate of conformance is a quality record that shall include Multigrind Services Limited's designated part number (where applicable) / full description of goods supplied, buyer's purchase order number, quantity shipped, date shipped, manufacturer's part number (if applicable), batch number and details of certified quality system as stated within the order. It should be signed to indicate compliance with the requirements of this document. In addition, where a Mill certificate (including test results / certifications) is required as stated on the purchase order, this documentation must also be provided with the supplier's certificate of conformity with clear traceability details of material cast / batch details between all documents.

These documents are to be submitted for all parts / materials / goods / service(s) delivered to Multigrind Services Ltd Limited as required on buyer's order.

#### **9. BATCH NUMBER CONTROL**

Deliveries of goods with multiple batch numbers must be segregated such that each goods item is identifiable by its batch number. The Supplier's Delivery Advice Note(s) & Certificate of Conformity must also reflect if multiple batch numbers have been delivered with the associated quantity. Where buyer's order states all parts / products / materials should be supplied from one cast / batch / Lot, this must be adhered to by the supplier unless otherwise agreed with the buyer. Buyer reserves the right to reject parts / products / materials / service(s) where the order has not been adhered to in this regard.

#### **10. PRODUCTION PROCESS VERIFICATION (FIRST ARTICLE INSPECTION)**

Multigrind Services Limited may require all first deliveries of goods to include a full first article inspection (FAI) report (where applicable and indicated on the purchase order) be filled out by the supplying manufacturer.

The sample goods item, 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.

Where applicable, the FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, plating etc, 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 manufacturer during the FAI shall be notified to Multigrind Services Limited and a deviation should be sought in advance of any parts being shipped to Multigrind Services Limited.

#### **11. RECORD RETENTION**

In addition to contractual requirements the supplier shall retain verifiable objective evidence of inspection and tests performed on the goods / service(s) purchased. Quality records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, this period shall be a minimum of 30 Years or as communicated by Multigrind Services Limited.

#### **12. NOTIFICATION OF NON-CONFORMING PRODUCT OR PROCESS CHANGE**

Under no circumstances shall nonconforming goods item be sent to Multigrind Services Limited without a Multigrind Services Limited approved deviation/concession. Failure to comply with the above requirements will result in Multigrind Services Limited rejecting the product.

The supplier shall notify Multigrind Services Limited of changes in product and/or process definition and, where required, request Multigrind Services Limited's approval.

#### **13. RIGHT OF ACCESS BY MULTIGRIND SERVICES LIMITED, THEIR CUSTOMER AND REGULATORY AUTHORITIES**

In accordance with contractual agreements, right of access by Multigrind Services Limited, their customer, and regulatory authorities shall be given to all facilities (including Multigrind Service Limited's supplier's supply chain) involved in the fulfilment of buyer's order and to all applicable records, to conduct evaluations of the businesses, and to perform product audits ensuring that conformity of the products are being met in accordance with the contractual requirements.

#### **14. 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 / other specific requirements where applicable.

#### **15 PRODUCT SAFETY & CONFORMITY**

The supplier is expected to develop implement and maintain effective policies and training programs to ensure their employees are aware of their relevant contribution towards quality, safety and conformity of their product and or service(s). The supplier will also ensure that the goods supplied will be free from foreign object debris and have not been supplied from origins that are in contravention of international laws at the time of supply.

#### **16. ETHICAL BEHAVIOUR**

Suppliers acknowledge and agree that Multigrind Services Limited requires that the suppliers maintain a high Standard of ethical conduct in all its dealings with Multigrind Services Limited. The supplier, where requested shall provide evidence of ethical behaviour not limited to anti-bribery, anti-child labour, anti-slavery and whistle blowing.

#### **17. GOVERNING LAW**

**17.1** This agreement and performance of both parties shall be governed by English law. Any disputes under any contract entered into by the supplier and buyer shall be settled in a court of the company's choice operating under English law, and the buyer agrees to attend any such proceedings.

**17.2** Unless otherwise agreed in writing between the supplier and buyer, no action can be brought arising out of any contract more than 12 months after the completion of the contract.