

## CONDITIONS OF PURCHASE

*(These conditions of purchase dated 21<sup>st</sup> March 2022 supersede all previous issues)*

### 1. GENERAL

Under these conditions "the Company" means TJW Precision Engineering Limited and "the supplier" means the person with whom the contract is made and the "Goods" the product (or service) sold to the Company by the supplier pursuant to this contract these conditions shall supersede any of the Supplier's conditions unless otherwise expressly agreed in writing. The acceptance by the Supplier of this Order for the supply of any goods or services to this Order shall constitute acceptance by the Supplier of this Order and of all its terms and conditions.

### 2. QUALITY

The Supplier shall provide goods which:

- In every respect conform to the order description.
- Have obtained organisation approval for any changes in product and / or process.
- Are of merchantable quality as that term is defined in the Sales of Goods Act 1979.
- Are in all respects entirely fit for the Company's purpose, as to which the Supplier hereby agrees that it was at all times aware.
- Are accompanied by a certificate of conformity, approval certificate or release certificate whichever is appropriate, and which declares the Inspection status of the item supplied.

### 3. CONTRACT REVIEW

This order is placed on condition that the supplier conducts a contract review to ensure that they are capable of the job defined on the purchase order before acceptance of this order.

### 4. PRICES AND DELIVERY

No price increase will be accepted by the Company without its prior agreement. Any agreed date of delivery is to be the essence of the contract.

### 5. CARRIAGE

Unless delivery ex works is expressly stated on this Order form all goods are to be delivered carriage paid, at the place of delivery specified on this order form. Packing and cases are to be free. Cases can be returned at the Supplier's expense and risk, provided a written request for their return is received on or before delivery.

### 6. ADVICE NOTES AND INVOICING

All goods delivered into the Company's works must be accompanied by an Advice Note bearing the Order Number. If the goods are despatched by rail or carrier, a copy of the Advice Note showing despatch particulars must be sent by first class post, fax or email to the Company's Receiving Department on the day of despatch. If this is not done the Company will not be responsible for any loss as a result of failure to give notice. An invoice quoting Order Number and Commodity Code must be sent separately to the Company. No Invoice will be passed for payment unless an Advice Note is also received.

### 7. TERMS

Unless expressly stated on the Order form, all goods will be paid for on 60 day account, and all goods are to be delivered Carriage paid to the place of delivery as specified on this order (see below).

### 8. NON-CONFORMING PRODUCTS

The organisation must be notified of any nonconforming product and obtain organisation approval for its disposition. All goods are subject to the Company's approval, and the Company reserves the right to reject any goods which are found to be faulty or not to its approved standard. The Supplier will be notified of such rejection, and goods will thereafter be the Suppliers risk and responsibility. The Supplier shall not deliver Counterfeit Goods to the Purchaser under the Contract.

### 9. PRODUCT RECALL/POTENTIAL NON-CONFORMANCE

Should the Supplier become aware of any potential non-conforming product / material which may have been supplied to TJW Precision Engineering Limited, it is the Supplier's responsibility to inform the Company of such detail as soon as possible.

### 10. INDEMNITY

The Supplier shall indemnify the Company against all claims, costs and expenses resulting from any letter patent, Registered Trade Mark, Registered Design, Branch of Copyright or abuse of confidentiality, of any passing-off action, in any part of the World and will assist in the defence of any action brought against it. The Supplier shall not be liable under this Clause if any such infringement is due solely to manufacture of goods strictly in accordance with any design, plans or specifications supplied by the Company.

### 11. CONFIDENTIAL INFORMATION

All designs, drawings, memoranda and data provided by the Company remain its property and must be returned on request. All technical information is confidential and must not be disclosed to any unauthorised person. Copyright in any such matters shall remain with the Company.

**12. EQUIPMENT USED IN MANUFACTURE**

- a. Tools, dies, jigs, moulds and other equipment used in the manufacture of the goods and fully paid for by the Company shall be its property and must be surrendered 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 working condition by the Supplier at its expense and be used exclusively for manufacture of goods for the Company.
- c. The Company shall if it so desires have the right to fully purchase tools, dies, jigs, moulds and other equipment, as specified in Clause 12b.  
Such items shall not be used, destroyed or otherwise disposed of without the permission of the Company in writing.

**13. BUYERS PROPERTY**

Any material sent by the Company to be processed or for any other purpose is to be the supplier's risk. Excess materials and scrap remain the property of the Company unless otherwise agreed.

**14. THE LAW**

This order shall be construed in all respects in accordance with English Law.

**15. ACCESS AND INFORMATION FLOWDOWN**

The organization must be notified of any changes in product and / or process, changes of suppliers, changes of manufacturing facility location and where required obtain organisation approval.

The Supplier if requested by the Company shall give access to the Company, its customers, their insurer's national/international regulatory authorities to inspect and test the goods during manufacture and post activity for any quality assurance requirements considered necessary but such inspection and testing shall not release the Supplier from its obligations nor shall it be deemed to be acceptance by the Company. Suppliers placing orders on sub tier suppliers on furtherance of this order must ensure that all the conditions pertaining to this order apply equally to their sub tier order. Full document traceability is required for all orders and retention for a minimum of seven years of pertaining quality records. The supplier undertakes to ensure that full information regarding conditions of purchase records and access rights by the Company and its technical requirements are flowed down to any sub tiers.

**16. PERSONNEL**

TJW Precision Engineering Ltd have the expectation that the Supplier shall ensure that persons doing work under the supplier's control are aware of their contribution to product or service conformity, their contribution to product safety, and the importance of ethical behaviour.