

Alexander Fraser & Son Trading Ltd. T/A Frasers Aerospace
TERMS AND CONDITIONS OF PURCHASE – (v.3.0 5th February 2020)

1. Basis of Contract

1.1 Our Purchase Order constitutes an offer by us (Alexander Fraser and Son Trading Ltd., trading as 'Frasers Aerospace') to purchase goods and/or services (including all documents, designs and drawings relating to the services to be performed by you or any product and/or materials produced by you in the provision of the services from you in accordance with these terms and conditions as set out in our Purchase Order.

1.2 Our Purchase Order shall be deemed to be accepted on the earlier of: (a) you issuing written acceptance of the Purchase Order; or (b) any act by you consistent with fulfilling the Purchase Order, at which point and on which date a contract between you and us (being Alexander Fraser and Son Trading Ltd., trading as 'Frasers Aerospace') in accordance with these terms and conditions and the Purchase Order (contract) shall come into existence.

1.3 These terms and conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or any quote provided by you or any other terms, or which are implied by trade, custom, practice or course of dealing.

2. Prices and Payments

2.1 The price of the goods and services shall be stated in the Purchase Order, and unless otherwise stated, shall be exclusive of any applicable VAT and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery. Any additional charges agreed with us prior to delivery such as overnight or small order charges, must be shown separately on the seller's invoice.

2.2 No increase in the price may be made for any reason without our prior written consent.

2.3 Subject to you providing an invoice in accordance with the contract and in consideration of the supply of goods, we shall pay the price within 30 days of the invoice date, unless alternative terms have been agreed previously and remain current.

3. Quality and Specification

3.1 The quantity, quality and description of the goods shall be specified in the Purchase Order or otherwise provided to you (specification).

3.2 The goods shall be fit for the purpose for which we have purchased them.

3.3 The goods shall comply with all applicable statutory and regulatory requirements and requirements of any aerospace manufacturer or relevant upper tier supplier relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods.

3.4 The supplier shall flow down to external providers all applicable requirements (including customer requirements).

3.5 The goods shall be marked in accordance with our instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition.

3.6 The supplier will ensure product supplied is not counterfeit, unapproved or suspected unapproved.

3.7 The supplier will notify us of any nonconforming product and gain our approval for nonconforming product disposition.

3.8 The supplier will notify us of changes in the product supplied and/or process, change of suppliers, changes of manufacturing facilities at any level of the supply chain involved in the order and to all applicable records.

3.9 The supplier shall flow down to us any records relating to the product supplied which may include the certificate of conformity, test records, process control records and all applicable requirements including customer requirements.

3.10 The supplier shall ensure that at all times you have and shall maintain all the licences, permissions, authorizations, consents and permits that you need to carry out your obligations under the contract in respect of the goods.

3.11 Records demonstrating conformity of product to specification and providing traceability should be retained for 40 years.

3.12 The supplier shall ensure that persons are aware of their contribution to product or service conformity, their contribution to product safety and the importance of ethical behaviour.

3.13 We shall have the right to enter your premises for inspection and audit at any time before delivery as shall our customers or a regulatory authority.

3.14 We require our Suppliers to hold an in-house QMS together with a relevant external supplied certification of same from an approved QM organisation wherever possible, as a matter of course. Should that not be the case then a Supplier Self-Certification document will have to be provided.

4. Delivery of Goods

4.1 The goods are to be properly packed and secured in such manner as to enable them to reach their destination in good condition or where applicable in accordance with the specification.

4.2 Each delivery of goods is to be accompanied by a manufacturers' Certificate of Conformity (if requested), a Certificate of Analysis or 'Test Report' (if requested), and a delivery note or sales invoice which shows the date of the Purchase Order, the Purchase Order number, the quantity of the goods and if the goods are being delivered by instalments in accordance with the contract, the outstanding balance of goods remaining to be delivered.

4.3 Any release documents issued are to be signed by your authorized quality control signatory (quoting the relevant approval information) and should accompany the goods.

4.4 The goods will be delivered on the date specified in the Purchase Order to the location set out in the Purchase Order.

4.5 If goods are incorrectly delivered, the supplier shall be held responsible for any additional expense incurred in delivering them to their correct destination

4.6 The title to the goods shall pass to us on completion of delivery.

5. Our Remedies

5.1 If the goods are not delivered on the due date then we shall be entitled to cancel the Purchase Order (or any part) without liability and purchase substitute items elsewhere and recover from the seller any loss or additional costs incurred.

5.2 Where we have paid in advance for goods that have not been delivered by you, we shall have the right to have such sums refunded in full by you.

5.3 If you have delivered goods that do not comply with our Purchase Order we have the right to reject the goods (in whole or in part), terminate the contract, request that you replace the rejected goods or provide a full refund.

6. Indemnity

You shall keep us indemnified in full against all costs, expenses, damages and losses awarded against or incurred or paid by us as a result of:

(a) any claim made against us by a third party, personal injury or damage to property arising out of defects in goods

(b) any claim made against us for actual or alleged infringement of a third party's Intellectual Property Rights arising out of the manufacture, supply of use of goods

(c) any claim made against us by one of our customers arising out of your failure to comply with the terms of the contract.

7. Termination

7.1 If the supplier (you) is in breach of contract, we are entitled to cancel Purchase Orders in respect of all or part only of the goods by giving notice at any time prior to delivery without incurring any liability to the seller other than to pay for the goods already delivered at the time of such notice.

8. General

8.1 Force majeure: we shall not be liable to you as a result of any delay or failure to perform our obligations under the contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond our reasonable control which by its nature could not have been foreseen by us or if it could have been foreseen was unavoidable.

8.2 The contract shall be subject to English law and to the exclusive jurisdiction of the English courts.