**Form 843.** **Issue 1. Date 08.06.18**

**TERMS AND CONDITIONS OF PURCHASE**

**Scope.**

1. **Aerospace Supply-** trading name of Aerospace Industries Supply Limited. The term “supplier” shall mean the individual, partnership, or company identified on the purchase order. Except where prohibited by law, the terms and conditions of this purchase order will apply to Aerospace Supply purchase of goods / services.
2. **Changes.**

Aerospace Supply may require changes to be made to this purchase order at any time. Any price and / or schedule adjustments will be mutually agreed upon. The supplier’s performance of such changes shall not be delayed during any negotiations for adjustment.

1. **Shipping & Packaging**

The Supplier shall deliver the full quantity of goods listed on the Purchase Order to Aerospace Supply at the address stated on the face of the purchase order. The supplier shall ensure that the packaging used is adequate to protect the goods against any damage while in transit. Packaging must comply with customer specifications and or industry standard unless otherwise stated.

1. **On Time Delivery**

Goods shall be delivered as per delivery date specified on the purchase order.

1. **Flow down of Customer Requirements**

Aerospace Supply reserves the right to flow down additional requirements to satisfy specific customer and or business requirements that apply.

1. **Quality**

Without exception all goods and services shall conform as to quality, quantity and description with the particulars and / or latest revision of specification contained in the purchase order and unless specifically agreed otherwise, all material (s) and services as per purchase order. The goods must be fit for purpose and free from all defects. Aerospace Supply reserves the right to reject any goods which fail to satisfy the requirements of the purchase order. If samples are provided by the supplier for inspection / verification investigation or auditing the supplier must retain documented information. If samples are approved by Aerospace Supply, then the goods or services shall not differ in any way, shape or specification to the said samples.

1. **Business continuity**

The Supplier shall use commercially reasonable efforts to develop and maintain business continuity practices regarding contingency management to alleviate the effects of any business impacting events that may have an adverse effect on the supplier’s ability to perform it obligations under this purchase order. The business continuity plan shall contain as a minimum provision for risk and business impact analysis to include prevention / mitigation planning. The preceding will cover, but not be limited to (i) service documentation storage and protection (including but not limited, to storage of deliverable technical information, specification and other documentation, design documents, tools, process and fixtures, (ii) information systems security and redundancy, and (iii) demonstrating supplier’s ability to rapidly recover the loss of capability to deliver services and product.

1. **Counterfeit Parts.**

The Supplier agrees and shall ensure that counterfeit parts are not delivered to Aerospace Supply. The Supplier is expected to have implemented effective methods and processes appropriate to their goods to minimize the risk of introducing counterfeit parts to the supply chain. If suspect parts are found in any delivery, the goods will be quarantined and then destroyed. A report will be sent to the relevant authority. The Supplier shall be fully liable for all associated costs.

1. **Notification of Change**

The Supplier must notify Aerospace Supply if the Supplier is (i) found to be non-compliant to specifications, (ii) Supplier is disapproved by a regulatory body or O.E.M. The Supplier must notify Aerospace Supply in writing of any non-conforming product prior to shipment. Aerospace Supply reserves the right to (a) accept the order (b) accept a portion of the order (c) reject the order in its entirety. The Supplier must notify Aerospace Supply of any changes to their processes, materials or services including their external providers, locations.

1. **Record Retention**

(i) Quality records generated as results of performance to a buyer’s issued purchase order, contract shall be maintained and preserves as legible for a period of seven (10) years, unless otherwise stated by our customer, and available for review by the buyer, customer or regulatory body. (ii) Additionally distributors shall assure that they maintain quality assurance and inspection records these records will be made available upon request. These records shall include, but are not limited to, receiving, certificates of conformity, raw material mill certificates, test results, documented non-conformances and corrective actions, measuring and test equipment calibration documentation etc. (iii) After this retention period, Aerospace Supply must be notified of the intent to dispose of any records and shall be given the opportunity for further retention at Aerospace Supply premises. Raw material mill certificates must be maintained indefinitely.

1. **Right of Access**

Aerospace Supply, its representative, customers and the regulatory authorities reserve the right to visit any of the Supplier’s facilities to monitor / audit production and/ or manufacturing process, the quality management and inspection process and all applicable records at any level of the supply chain to determine compliance with quality and purchase order requirements.

1. **Product Safety and Conformity.**

The Supplier accepts responsibility to implement and maintain effective policies within its quality management system to ensure that all employees are aware of their contribution to the quality safety and conformity of their products and / or services. The Supplier will ensure that the goods will be free from foreign object debris.

1. **Ethical Behaviour**

Aerospace Supply require that all Suppliers maintain a high standard of ethical conduct in all its dealings. The Supplier, if requested shall provide evidence of ethical behaviour not limited to anti-bribery, anti-child labour, anti-slavery and whistle blowing.

1. **Health & Safety**

To protect employees of Aerospace Supply goods supplied must not exceed a carton / box weight of 10kg unless agreed prior to shipping.

1. **Termination**

Should the supplier fail to comply with any of the requirements of this purchase order the supplier shall deemed to be in default. In this event without prejudice to any other remedy, Aerospace Supply reserves the right to cancel the purchase order without any payment in respect of goods cancelled and where appropriate to claim damages against the supplier.

Without prejudice to any other remedy. Aerospace Supply reserves the right to cancel this purchase order by written notice and without compensation if the supplier becomes bankrupt, has a receiving or administration order made against them or makes a composition or arrangements with or for their creditors or, being a Company passes a resolution that the Company be wound up or if circumstances occur entitling a person or the Court to appoint a Manager or Receiver to make a winding up order.

1. **Regulatory**

Applicable laws will be the laws of Ireland and the European Union and any other laws or regulations, regulatory policies, guidelines which apply to the provision of the services.