



**Beldam Crossley Limited**

## **General Terms and Conditions of Purchase**

### **1. Definitions & Interpretation**

**"Company"** means Beldam Crossley Ltd.

**"Order"** means the Purchase Order - duly signed on behalf of the Company

**"Agreement"** means all applications for quotations, purchase orders, assignments and the agreements arising from them that are entered into between Beldam Crossley Ltd and the Supplier and to which these conditions are declared applicable

**"Supplier"** means the person, firm, or company to whom the order is addressed.

**"Goods"** means the articles or things to be supplied.

**"Services"** means the work to be carried out by the Supplier pursuant to the order.

**"Specification"** means any technical requirement or description applied to the Goods or Services contained or referred to in the Order

**"Completion Date"** shall mean the date specified in the Special Conditions upon which the Goods shall be delivered or the date by which the Services shall have been completed

### **2. Status of Order**

2.1. Beldam Crossley Ltd. (Buyer) purchase order further to a Supplier quotation, inclusive with all of its terms and conditions by default (additionally any prior clarifications matrices and/or written mutual agreement approved by both the Buyer and Supplier) constitutes the complete, final and exclusive statement of the contract between Buyer and Supplier. Acceptance of Buyer's order is expressly limited to these terms and conditions. Additional, different or inconsistent terms and conditions proposed by Supplier in its quotation, acknowledgement or acceptance of this purchase order or otherwise, are objected to and rejected. Buyer's acceptance of goods or Services from Supplier shall not be deemed to be an acceptance of any such conditional, different or inconsistent terms and conditions. No changes or additions of any kind to the terms and conditions stated herein, or waiver of any kind shall be binding on Buyer unless agreed to in writing signed by an authorised representative of Buyer. Commencement of performance by Supplier shall be an acceptance of all of Buyer's terms and conditions Supplier shall provide formal written acknowledgement within 72 hours of purchase order receipt.

### **3. Confidentiality**

3.1. Supplier agrees not to publicise the fact that Buyer has contracted with Supplier and not to disclose any details or other information about the order without Buyer's written permission. Unless otherwise known to the public, all information disclosed by Buyer to Supplier is confidential and proprietary and Supplier agrees that it shall not be disclosed or used except for the purpose of performing this agreement. All things (such as drawings, documents, etc.) containing such information are the property of the Buyer and are to be delivered to it upon demand. Supplier agrees that no information disclosed by it to Company shall be confidential unless due notice thereof is given in advance to and accepted by Company in writing.

3.2 Supplier agrees all copyright, design and other intellectual property (IP) rights in any work developed during and/or after any contract, placed from Beldam Crossley Ltd. upon Supplier. All rights and ownership shall reside with Company, unless expressed and agreed in writing by both parties prior to commencement/agreement of the contract.

### **4. Modification & Variation**

4.1. Beldam Crossley Ltd. reserve the right to amend and/or cancel the Order prior to the receipt of any goods and/or Services supplied by the Supplier, subject to written notification from the Buyer. Any such changes must be formally acknowledged by return, and the Supplier has 14 calendar days from receipt of the change request to inform the Buyer of any implied consequences of such amendments. Consequences after such point will be void. Both the Buyer and Supplier must agree in writing to the necessary and reasonable adjustments to the Order reflective of the consequence.

4.2. Supplier shall notify Beldam Crossley Ltd. in writing of any proposed changes in product and /or Services in the first instance and in full, such that Beldam Crossley has time to assess the potential impact of these changes. Beldam Crossley Ltd. reserves the right to approve such changes before work is allowed to proceed.

### **5. Title**

5.1. Without prejudice to any right of rejection which may accrue to the Company under the Order, title to the Goods or to any Goods made available to the Company in the course of the Supplier's performance or the Services shall pass to the Company on the earlier of delivery and the Completion Date (whether or not fully manufactured or processed at that time).

### **6. Price, Payment and Continuity of Supply**

6.1. The price for the Goods or Service shall be as stated in the Special Conditions and shall be a fixed price without means for additional charges and exclusive of any value added or other tax which the Supplier may be obliged by law to levy and subject only to variation pursuant to condition 3.

6.2. Payment of the price shall be made after a minimum of 60 days following the date of receipt of fully correct invoice, or delivery - whichever shall be the later - PROVIDED ALWAYS that the Company shall be under no obligation to pay for Goods or Services which do not comply with the Order. The Company shall be entitled to offset against any payment to be made by it any sum then either owed to it by the Supplier or the subject of any bona fide claim made by it against the Supplier.

6.3. The Supplier undertakes to accept further purchase orders for the Company relative to similar Goods and/or Services at prices and delivery lead-times no less favourable to the Company than those agreed for this Order having regard to the then prevailing economic circumstances.

### **7. Quality & Description**

7.1. All Goods supplied or Services carried out shall:-

a) be of first class quality using the best materials and workmanship and where, in the case of the goods, samples have been approved or provided by the Company' shall be at least equal in all respects to such samples.

b) conform with the quality and description and comply with the Specification and any industry norm in the Order.

c) be capable of any standard of performance and fit for any purpose stated in the Order.

7.2. All Goods supplied shall be free from defect whether actual or latent.

7.3. The Supplier shall maintain an externally accredited Quality Management System in accordance with the requirements of the latest revision of AS9100 or ISO9001. The Supplier must inform Beldam Crossley in cases of changes in scope, expiry or loss of this accreditation.

7.4. Suppliers who do not have an accredited Quality Management System will be managed upon an exceptional basis and will be approved based upon risk to the business and criticality of supplied goods or Services.

## 8. Document & Data Control

8.1. Documented information pertaining to the manufacture, inspection and test of Beldam Crossley's products shall be retained indefinitely. These shall be stored in a manner so as to preserve the legibility and to facilitate easy retrieval of the documented information.

8.2. Where this documented information is managed electronically, data protection processes shall be defined and procedures shall be in place to ensure protection from loss, unauthorized or unintended alteration, corruption or physical damage to allow each party to react in the event of a cyber security breach.

8.3 In the event of any breach to Beldam Crossley Ltd. data/information, Supplier must notify Company in a timely manner (within 24 hours) so that any security breaches that may impact Company business can be contained.

## 9. Counterfeit Materials

9.1 The Supplier shall promote awareness and implement processes at its facility for the detection of counterfeit or suspect counterfeit materials or parts to prevent shipment of counterfeit materials or parts Beldam Crossley.

## 10. Ethics

10. The Supplier shall develop and adopt policies to promote a culture that values and supports ethical behaviour, characterised by honesty, fairness and equity in interpersonal and professional relationships. The Supplier shall provide an environment for employees, visitors and other interested parties that is ethical in its dealings and where people can contribute, develop and be involved in a manner that embodies dignity, integrity and respect.

## 11. Inspection & Testing

11.1. Before despatching the goods the Supplier shall carefully inspect and test them for compliance with the Order. If requested to do so the Supplier shall give the Company at least 7 days' notice of such inspection / tests and the Company shall be entitled to be represented thereat. The Supplier shall supply to the Company, on request, a copy (certified as true) of the results of the said test.

11.2. A Certificate of Conformity and any other applicable supporting documentation is to be supplied with each shipment.

11.3. The Company shall be entitled to inspect and test the goods during manufacture, processing, storage and on arrival at the destination, and the Services during the course of performance.

11.4. The Supplier acknowledges right of access to its facilities, product and/or related quality records at any time, by Beldam Crossley, their customer or regulatory authorities in order to verify quality of products or work or to audit its Quality Management System. Right of access would be limited to only

those records and product applicable to Beldam Crossley's products or contracts.

11.5. If the Company exercises this right the Supplier shall at its own cost provide or procure the provision of all such facilities (including access to the premises of any sub-contractor of the Supplier and the availability of test samples) as the Company may reasonably require for the purpose.

11.6. The Supplier shall notify Beldam Crossley of any changes in manufacturing facility location prior to the implementation of the change.

11.7. If, as a result of any inspection or test under sub-condition (5.1) or (5.2) above, the Company's representative reasonably considers the Goods or Services do not comply with the Order on completion of manufacture, processing or performance are unlikely so to do the Company shall inform the Supplier accordingly.

11.8. The Supplier shall not be relieved of any of its obligations relative to the Order by:-

- Any inspection or testing carried out.
- Any approval given to designs, drawings or samples prepared by the Supplier,
- Any acceptance of the Goods or Services deemed to arise on any signature of the Supplier's covering delivery note made by the Company.

## 12. Assignments and Subcontracting

12.1. No part of this order or payments to be made by the Company may be assigned or subcontracted without written prior written approval of the Company. Such approval shall not relieve Supplier of any of its obligations under this contract, or otherwise, and it shall remain fully responsible for compliance with all terms and conditions.

## 13. Free Issue Material

13.1. All data, tools, patterns, materials and other equipment loaned by the Company to the Supplier for use in connection with the order, or manufactured by the Supplier at the Company's expense in connection with the order, shall be, and will remain at all times the property of the Company.

13.2. It shall be surrendered to the Company upon demand in good and serviceable condition and shall only be used by the Supplier, solely for the purpose of completing the order. Such items shall be at the risk of the Supplier and insured by the Supplier at its own expense. The Company does not warrant the adequacy of any tooling, data, patterns, material and other equipment furnished by it, nor shall it accept liability for any such, as are received by the Supplier in a damaged state under or in connection with the order, unless such damage is notified to the Company within five days of the receipt by the Supplier of the same.

13.3. All scrap arising from materials and other items free issued by the Company shall remain the property of the Company and must be disposed of by the Supplier in accordance with the Company's wishes (if made known) and all applicable laws and regulations, and the proceeds of any such disposal must be credited to the Company.

## 14. Notifications

14.1. Supplier agrees to immediately notify the Company of any actual or possible safety problems with goods or Services furnished by it. Supplier also agrees to give Company reasonable advance notice of potential material shortages, labour disputes, insolvency or other matters that might delay or interfere with its performance

## 15. Rejection

15.1. If goods or Services do not comply with the orders terms or are, under condition 5(7), considered unlikely to do so once manufactured, processed or performed in full, the Company may without prejudice to it's other rights:-

- a) Reject the goods or Services in question or the entire delivery of which they form part (whereupon the same shall immediately become at the Supplier's risk) and have the Supplier credit the Company with the cost thereof immediately, and/or;
- b) Require the Supplier, without any extension to the completion date, promptly to replace or repair the goods or Services in question free of all cost and at the Supplier's risk and any such replacement shall be subject to the order's terms, and/or;
- c) Require the Supplier to defray all the Company's additional costs, expenses and losses (whether direct or consequential) arising from such defect or non-compliance.

15.2. The Supplier shall notify Beldam Crossley immediately of unexpected anomalies or non-conformances. These can only be shipped under a written concession authorised by Beldam Crossley. The authorised concession shall be referenced upon the Suppliers Certificate of Conformance.

15.3. The Supplier acknowledges that it shall apply suitable root cause investigation and corrective action when presented with Beldam Crossley's complaints (Supplier Corrective Action Report - SCAR forms) or non-conformity reports. The Supplier shall document root cause analysis and corrective actions taken on the SCAR form and return in a timely manner for approval.

15.4. If within 12 months from the date of acceptance of any goods by the ultimate user any defect appears therein which results from a failure to conform with the order, and the Company notifies the Supplier in writing thereof, the Supplier shall with all reasonable speed rectify the defect without any cost to the Company or the ultimate user.

## 16. Delivery / Transport / Packing

16.1. The Goods must be packed in such a manner as to ensure their safe transit and be delivered in accordance with our instruction. All packages must have marked on them the Suppliers name, description and quantity of the contents, our part number (if specified on the order), and our order number. The Supplier will be fully responsible for the collection of any returnable packaging materials belonging to themselves.

## 17. Risk & Loss in Transit / Manufacture

17.1. Subject to sub-condition below, risk in the goods shall pass to the Company on the later of completion of off-loading and satisfactory performance of any qualitative tests at the destination. Any goods lost or damaged in transit or during off-loading shall be replaced by the Supplier forthwith upon notification from the Company of such loss or damage and shall be deemed not to have been delivered until so replaced. For this purpose, notification to the Supplier's carrier shall be effective notice to the Supplier.

17.2. **Sub condition**, in the case of an overseas Supplier, risk in the goods and the obligations of the Supplier and the Company relative to transit & freight charges and insurance of the goods shall be determined by the applicable INCOTERM.

## 18. Compliance

18.1. The Supplier acknowledges that it has read the Beldam Crossley Ltd Supplier Code of Conduct and represents and warrants that it will act in compliance with it. The Beldam

Crossley Ltd Supplier Code of Conduct will be sent to the Supplier upon request.

18.2. Supplier agrees to ascertain and comply with all United Kingdom laws, regulations, and orders applicable to the production, sale, and delivery of goods and Services covered by this contract. Upon request, Supplier will furnish the Company with statements or declarations of compliance specifically as follows;

- a) Supplier agrees to comply with the requirements of REACH (EC) 1907/2006 and RoHS 2011/65/EU.
- b) Supplier agrees that there are no conflict minerals present in goods supplied (European Directive 2008/95/EC).
- c) Supplier shall not offer or use, directly or indirectly anything of value to influence improperly or unlawfully any decision made by the Company or any third party acting on the Company's behalf. Supplier shall ensure all employees and persons performing Services on behalf of the Supplier comply with Bribery Act 2010.
- d) Supplier to conform to the Modern Slavery Act 2015.
- e) Supplier to conform to the Sales of Goods Act 1979 and Consumer Protection Act 1987.
- f) Supplier to ensure all goods supplied are fully traceable throughout the supply chain. Any Supplier that affects the final product are not to supply counterfeit parts. If counterfeit parts are identified by the Supplier, Beldam Crossley are to be notified immediately. If the Company identifies counterfeit parts, the Supplier and the appropriate authorities will be notified.

## 19. Compliance with Export Legislations

19.1. The purchase order may contain, and/or reference documents containing information subject to the International Traffic Arms Regulations (ITAR) and/or Export Administration Regulations (EAR). Supplier shall not export, release or disclose any information provided by the Buyer in violation of ITAR and/or EAR.

## 20. Suppliers Health, Safety and Environmental Controls

20.1. The Supplier shall ensure that its employees, sub-contractors & agents comply with;

- a) all the Company's procedures relating to discipline, fire, health, safety & security whilst on the Company's premises, and;
- b) all statutory provisions, regulations, orders and by-laws of any Government or local authority relating to the provision of the Goods and Service.

20.2. The Supplier shall make available to the Company adequate information as to the use for which the goods have been designed and tested under any conditions (including the degree of maintenance) necessary to ensure that when put to that use the goods will be safe, free from hazard and without risk to health for employees or customers of the Company.

20.3. The Supplier will endeavour to procure all products from sustainable sources considering their environmental impact. The Supplier shall to the best of their ability ensure all environmental laws are followed and sustainable sources and processes are considered throughout their Supply Chain.

## 21. Warranties

21.1. Supplier warrants that all goods and Services furnished under the order will conform to applicable specifications, instructions, drawings, data, samples, standards, and regulations, will be merchantable, of best quality, material and workmanship and free from all defects, will be as described and advertised and fit for the intended purposes, and will be free from all liens and encumbrances. These warranties are in addition to all other warranties, expressed, implied or statutory. Supplier shall indemnify, defend and hold Buyer fully harmless from any breach of these warranties and this shall be without prejudice to any other rights or remedies of Buyer. Limitations on Buyer's remedy (or disclaimers of warranties) in documents of Supplier, or otherwise, shall not be effective and are rejected. All warranties and all provisions of this clause shall survive inspection or acceptance of payment for, and use of the goods or Services ordered and completion, termination, or cancellation of the contract, and shall run to Buyer, its customers, successors, and assigns, and to users of the goods or Services.

## 22. Independent Contractor

22.1. Supplier is and shall remain an independent contractor. No employee, agent, or representative of Supplier or its sub-contractors shall be deemed to be an employee of Buyer. Supplier shall provide all safeguards and take all necessary precautions in connection with work and Services performed by or for it relating to this purchase order to prevent the occurrence of any accident, injury, death, loss, or damage to any person or property and shall be solely responsible therefor. Supplier warrants that all work and Services relating to this purchase order will be done in a safe, proper, and workmanlike manner and in compliance with all applicable codes, regulations, laws, standards and specifications concerning safety, performance, and otherwise and, without limitation, including work and Services on or to premises controlled by Buyer and to or with property or parts of Buyer. Supplier agrees to indemnify, defend and hold Buyer harmless from all claims based on injury to or by Supplier's employees, agents or representatives or those of its sub-contractors.

## 23. Indemnification

23.1 Supplier shall defend, indemnify, and hold harmless the Buyer, its officers, employees, agents, representatives, customers, and users of Supplier's goods and Services from and against all demands, claims, damages, loss or liabilities of every kind and nature (including legal fees and recall costs) based upon any allegations of, or resulting from, any defect or non-conformity in the goods or Services purchased by Buyer, or any default or breach of this contract by Supplier, or any act or omission of Supplier, its agents employees, or representatives, or those of its sub-contractors. Supplier agrees to indemnify, hold harmless, protect and defend the Buyer, its successors and assigns, its customers and the users of its products against all suits and from all claims, demands, judgments, settlements, costs, losses, damages and legal fees for actual or alleged infringement of patents, trademarks, copyrights, trade secrets, or other actual or alleged rights of third parties in connection with the goods or Services of Supplier, provided that they are used as normally intended and are not made or performed to Buyer's own specifications. All obligations of Supplier to indemnify, hold harmless, protect and defend are in addition to warranty obligations and all other rights or remedies of Buyer and survive acceptance and use of the goods or Services, payment, and completion, termination, or cancellation of the contract.

## 24. Insurance

24.1. When the Supplier undertakes any work relative to the Goods or the Service on the premises of the Company or any third party the Supplier shall insure in an amount not less than the greater of the amount specified in the Special Conditions

and £1,000,000 per event against all losses, claims, demands, proceedings, cost changes and expenses for injury (including death) or damage to any person or property which result from execution of the Order.

24.2. The insurance will be effected with an insurer, which at the Company's option shall be subject to its approval, and the Supplier shall, if so requested to do by the Company, ensure that both the policy is effected in joint names of Company and the Supplier or the beneficial interest of the Company is noted on the policy. The Supplier will whenever requested by the Company produce to the Company a copy of the policy and the receipt for payment of the current premium and will advise the Company forthwith of any act or omission which may lead to the cancellation or non-renewal of the insurance.

24.3. The Supplier shall procure that any sub-contractor effects insurance similar (but of no lesser amount) to that required of the Supplier by sub conditions (24.1) and (24.2) above.

24.4. Should the Supplier or any sub-contractor effect insurance pursuant to this condition in excess of £1,000,000 as aforesaid then the Company shall be entitled to the benefit of all that insured sum.

24.5. In the event that the Supplier fails to comply with this condition the Company may at its option provide such insurance and the Supplier shall be obligated promptly to reimburse the Company with the relevant premiums.

## 24. Insurance

24.1. Supplier agrees at its own expense to maintain insurance in kinds and amounts deemed reasonable by Buyer and to submit adequate certificates of insurance coverage when requested by Buyer. Supplier shall maintain public liability insurance, including products liability, completed operations, contractor's liability and protective liability, automobile liability insurance, (including non-owned automobile liability), comprehensive general liability, workmen's compensation and employee's liability insurance, that will adequately protect Buyer against all demands, claims, damages, loss, liabilities, or expenses (including legal fees) for which Supplier is obliged to indemnify Buyer. If Supplier, either as principal or by agent or employee, enters upon the property of the Buyer in order to do any work, Supplier agrees to maintain insurance appropriate for the Supplier's and Buyer's personnel and any other persons affected by work carried out by the Supplier.

## 25. Limitation on Buyer's Liability

25.1. In no event shall Buyer be liable for consequential, incidental, or special damages of any kind, or for damages in excess of the price allowable to the portion of the goods or Services on which the claim is based. Action on any claim against Buyer must commence within one year after the cause of action has accrued.

## 26. Termination and Cancellation

26.1. Without prejudice to any other right of termination granted to the Company under the Contract Conditions or the general law of the Company shall be entitled to terminate the Order and any other purchase order placed by it with the Supplier if the Supplier compounds with its creditors executes an assignment for the benefit of its creditors has a bankruptcy order made against it or being a Company enter into voluntary or compulsory liquidation or has presented against it a petition for its winding up or has an administrator receiver or manager appointed over all or part of its assets or has presented against it an application of such an administrator or takes or suffers any similar action in consequence or indebtedness or becomes insolvent or commits a breach of any of its obligations under the Order or any other contract between the Supplier and the

Company or if the Company reasonably believes any of the said events is likely to occur.

26.2. The Order may be cancelled by the Company at any time in whole or in part by delivery to the Supplier of a notice of cancellation. In the event of such notice, being given the Supplier shall stop work forthwith and comply with any directions given by the Company with regard to the Goods or Services title to which shall immediately vest in the Company. No earlier than two months after the date of the cancellation notice the Company shall (taking into account the payments already made) pay a fair and reasonable price for all work done and the materials purchased up to the time of cancellation and shall reimburse the Supplier the cost of setting any claims for necessary termination of sub-contractors justifiably committed in respect of the terminated Order or part thereof provided that the Supplier has included in those sub contracts a termination for convenience clause in substantially the same terms as the condition 26(2). Such payments together with any sums previously paid to the Supplier under the Order shall be the limit of the Company's liability relative to such cancellation and shall not in any event exceed the total price of the Goods or Service under the Order.

26.3. Any termination or cancellation of the Order shall not prejudice any rights or remedies, which may have already occurred to either party.

#### 27. Force Majeure

27.1. If by reason of force majeure the Supplier shall be unable to comply with its obligations under the order, it shall immediately inform the Company in writing, where the Company, subject to the terms of sub-conditions below (27.2), allow the Supplier an extended period for performance of its obligations as deemed reasonable by the Company but which shall not in any event exceed the period for which the force majeure prevails.

27.2. Should force majeure continue for the any of the following;

- The extended period referred to in sub condition (1) above, or;
- A period of 60 consecutive days, or;
- An aggregate of 60 days in any one period of 180 consecutive days;

the Company shall be entitled without prejudice to any rights then accrued to it, cancel its order and may as its own option;

(a) return any goods delivered up to the date of cancellation as against the Suppliers refund of any part of the price already paid or;

(b) return those goods and/or the benefit of any Services so far performed and reimburse the Supplier at its reasonable costs and expenses incurred in providing those goods or Services, and no matter which option is exercised, the Supplier shall bear all the costs of the Company in obtaining the goods or, as the case may be, the remainder of the goods & Services elsewhere.

27.3. For the purpose of sub conditions (27.1) and (27.2) above the expression "Force Majeure" means any event or circumstances (whether arising from natural causes, human agency, or otherwise) beyond the control of the Supplier including strikes, lockouts or other industrial action (other than in the Suppliers premises), war, riot, civil commotion, aircraft, fire, flood, earthquake, tempest, explosion, epidemic, or pandemic.

A Force Majeure clause must be issued to the Buyer in writing within 72 hours of any such event.

#### 28. General

28.1. The Supplier shall not be entitled to assign or sub contract the Order without the prior written consent of the Company. Any permitted assignment or sub contract shall not relieve the Supplier of its obligations under the Order.

28.2. Any waiver by either party of a breach of any provision of the Order shall not be considered as a waiver of any subsequent breach of the same or any other provision.

28.3. Any failure to or delay in enforcing any provision of the Order by either party shall not be construed as a waiver by that party or the right afforded to it by that provision.

28.4. Should any term of the Order be found to be unenforceable or void then that term shall be severed from the remainder of the Order's terms, which shall continue in full force and effect.

28.5. Any notice required by the Order shall be duly given if delivered to the registered office of the recipient, being a Company, or otherwise, to its address set out on the Order, and delivery shall be deemed to occur at the time of delivery if effected by hand, 24 hours after being posted properly addressed first class postage, pre-paid if affected by post and on receipt of the sender's machine of a report confirming effective transmission, if effected by facsimile or other electronic communication.

28.6. These Conditions and an agreement between Beldam Crossley Ltd and the Supplier shall be governed by the Laws of England & Wales