

Terms and Conditions of Purchase

'THE SUPPLIER' means the person firm or company to whom any purchase order is addressed or with whom the Contract is made

'GOODS' means the goods agreed to be sold by the Supplier to the Buyer in accordance with these Conditions

'THE BUYER' means Tencell Limited registered in England under number 5244805 with its registered office being and principal place of business being Tencell Limited, Unit 11, West Road, Harlow, Essex, CM20 2BU.

'CONDITIONS' means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between The Buyer and The Supplier.

'ORDER' means the written purchase order for the Goods made by the Buyer.

These Terms and conditions are part of our ISO9100:2015 and AS9120:B standard compliance.

1. General

As a supplier it is understood that your organisation agrees to meet the following stipulations/AS9120 requirements whenever a purchase order specifies that the order is for an aerospace / military application. These requirements are, therefore, to be considered as terms and conditions to all aerospace / military purchases.

2. Acceptance of Order / Terms and Conditions

Supplier's acknowledgement, acceptance of payment, or commencement of performance shall constitute Supplier's unqualified acceptance of the Buyer's Terms and Conditions. Failure to meet terms and conditions of a Purchase Order may result in delayed payment of invoice, cancellation of order, return of merchandise at Supplier's expense, or reduction in future orders.

Supplier is required to use the applicable methods, processes and equipment as designated and flow down to sub-tier Suppliers all applicable requirements of any Purchase Order, including key characteristics where required.

3. Release of products and services

Each delivery against an order shall be accompanied by a Certificate of Conformance with an EASA Form1 or FAA 8130 (when available) that shall identify:

- a) Our purchase order and item number.
- b) The description, drawing/part number and specification with issue status.
- c) Any purchaser agreed deviations.
- d) Batch/lot numbers.
- e) Each Certificate of Conformance shall be signed by your quality representative.
- f) Each C of C must reference the standard it has been released to as applicable

Failure to comply may result in rejection.

4. Any Special Processes required by a purchase order must be performed by suitably qualified personnel.

5. Supplier shall immediately notify the Buyer of any change request that affects any aspect of the current Purchase Order including – but not limited to – existing terms and conditions, costs, items ordered, specifications on the items ordered, or schedule of delivery. Only the individual raising the Purchase order for the Buyer has the authority to make a change to the Purchase Order via a formal change order.

6. The Buyer reserves the right to review and approve the Supplier's Quality Management System if service or product issues arise.

7. Work in progress and/or end items may be inspected at your works by the Buyer and/or our customer, Quality Assurance representative or regulatory authority for compliance with drawings and specifications. Final acceptance shall be by the Buyer.

8. Any special processing covered by the Purchase order must use and record a system for validating the process.

9. All suppliers should target zero defects in products and services provided to the Buyer and the supplier should when asked, provide the statistical measurement information of on time delivery and product conformity to the Buyer.

10. All suppliers shall work within a quality management system. Accreditation to an AS9120/ISO9001 series standard is preferred but not essential.

11. The Buyer reserves the right to nominate either at its own discretion or that of its customer to nominate external providers. The supplier must notify the buyer of changes in product and/or process, changes of suppliers, and changes of manufacturing or maintenance or repair facilities. The supplier must not select an unapproved supplier without written acceptance from the buyer.

12. The buyer shall obtain the suppliers approval for nonconforming product disposition.

13. Counterfeit Goods Prevention

Supplier agrees and shall ensure that Counterfeit Goods are not contained in Goods delivered to the buyer through the implementation of policies that include prevention, detection and risk mitigation methods to protect against the use of Counterfeit Parts.

Supplier shall purchase parts directly from the Original Equipment Manufacturer (OEM) or with traceability back to the OEM. A certificate of conformance shall accompany each shipment of Goods delivered.

When requested by the buyer, the Supplier shall provide Authorised Supplier documentation that authenticates traceability of the parts to the applicable Authorised Supplier.

In the event Supplier becomes aware or suspects that it has furnished Counterfeit Parts, it shall immediately notify the Buyer.

In the event that Goods delivered under the purchase order are, or include, Counterfeit Parts, Supplier shall promptly investigate, analyse and report in writing to Buyer whether such Counterfeit Parts should be replaced with genuine parts conforming to the requirements of this Order, or whether an alternative solution is recommended to meet the Order requirements at Supplier's sole expense. The parties shall then agree upon the appropriate course of action.

14. Furthermore, the supplier is required to notify the Buyer of any changes to a product and/or process and to obtain approval from the Quality Manager or a Director before delivery will be accepted.

15. Flow down to external providers, applicable requirements including customer requirements; The AS9120 Standard requires that all applicable customer/regulatory/AS9120 requirements in this purchase order including key characteristics, where applicable, must be flowed down to sub tier suppliers.

16. Refer to item 2 the supplier will provide a certificate of conformity, test reports and or authorised release certificate as applicable.

17. Records retention

Records related to supplies against the purchase order are to be retained by the supplier and made available on request for verification. Suppliers must maintain all quality records for a minimum of 10 years unless otherwise stated. Where documents are held by the supplier then these shall be retained as part of their document retention procedure or as specified by contract.

18. Tencell Limited reserve the right of access of our representatives, our customers and any regulatory authorities to applicable areas of all facilities, at any level of supply chain involved in the order and to all applicable records

19. Ensure that employees and subcontractors are aware of their contribution to product or service conformity and safety together with the importance of ethical behaviour.

20. All Products shall be supplied in accordance with the Purchase order and any technical data requirements specified