

GOVERNING PROVISIONS.

This purchase order shall be a binding contract when accepted by the seller (whether by acceptance of order; or by shipping of goods or by any other expression of acceptance) unless otherwise agreed in writing. These terms and conditions shall supersede any terms and conditions laid down by the seller.

DEFINITIONS.

Buyer means Moyola Precision Engineering Ltd. (herein after known as MOYOLA).

Seller means the person providing the goods as per purchase order.

Goods mean the articles or things described in the order.

Specification means the technical description of the goods ordered.

Order means the order placed by the Buyer for the supply of goods.

PACKAGE AND DELIVERY.

No charges of any kind including charges for boxing or cartage will be paid by MOYOLA unless specifically agreed to in writing. No insurance charges will be permitted unless authorised by MOYOLA.

CERTIFICATE OF CONFORMITY.

If requested, provide a Certificate of Conformity to validate goods as being to the specification required. Where product is released pending completion of all required verification activities, it must be sufficiently identified and recorded to allow recall and replacement if it is subsequently found that the product does not meet requirements.

IMPROPER DELIVERY

If for any reason the Seller fail to make deliveries within the specified time frame, MOYOLA shall have the option of (i) approving the revised delivery schedule; (ii) terminating the contract without incurring liability; (iii) purchasing substitution goods from the seller or (iv) bringing an action for breach of contract.

CANCELLATION

Moyola may cancel any undelivered portion of this order without cause upon 30 days prior written or verbal notice to the seller. In event of cancellation, Moyola will not be liable to the seller in any way because of the cancellation.

INSPECTION.

The acceptance of articles furnished hereunder is subject to inspection and approval by MOYOLA after delivery. Articles rejected by MOYOLA may be returned to the seller at his sole risk and expense. The seller shall reimburse MOYOLA for any costs incurred in transportation. No replacement articles shall be accepted by MOYOLA unless authorised by such.

WARRANTY.

The seller warrants the articles requested hereunder to meet fully the requirements of this order and that dispatched articles be free from defect in material and workmanship and, if design is the responsibility of the seller, that the design be free from defects. If it appears within (90) days of its first use that any article

requested hereunder fails to meet the warranty, the seller agrees to replace such articles without cost to MOYOLA, notwithstanding any prior inspection, approval and acceptance of such articles by MOYOLA. The warranties provided within this paragraph shall apply to MOYOLA, its successors, its customers and users of its products.

INDEMNITY.

The seller shall indemnify and save harmless MOYOLA and its successors, customers and users of its products against loss, liability, claims, demands and actions or alleged infringement of any letters, patents, trademarks, or corresponding rights because of the use or disposal of any article requested hereunder, except those which have been designed by MOYOLA.

MOYOLA PROPERTY.

Unless otherwise agreed in writing, all tools, equipment and material of any description sent to the seller, or specifically paid for by MOYOLA, shall remain the personal property of MOYOLA. Such property shall be clearly marked by the seller “Property of Moyola Precision Engineering Ltd”. The seller shall not use this property unless in fulfilling MOYOLA’s orders. Such property, while in the seller’s custody, shall be held at the seller’s risk with replacement costs payable to MOYOLA’s written request. In this event, the seller shall be responsible for the shipment and shall ensure the property is returned in its original condition, reasonable wear and tear being expected. The seller shall ensure compliance by its sub-contractors with the above terms and conditions.

ASSIGNMENT.

No part or detail of this Purchase Order shall be sub-contracted or assigned without prior written consent of MOYOLA.

RETENTION OF RECORDS.

General records must be retained by the seller for a minimum of 2 years. All aerospace related documents must be retained for a minimum of 10 years but must never be destroyed without the prior written consent of MOYOLA.

RIGHT OF ACCESS

When required, MOYOLA, their customer or the regulatory authorities shall be afforded right of access to the seller’s premises to inspect on site their facilities, view all applicable documentation and carry out any tests required. This right of access relates to all applicable areas of all facilities at any level of the supply chain.

NON-CONFORMING PRODUCT.

It is a requirement that the supplier informs MOYOLA of any non-conforming product, prior to or post delivery. Written approval for the supply of any non-conforming product must be received by the seller prior to delivery.

COUNTERFEIT & FRAUDULENT PRODUCT

It is a requirement that the supplier to put appropriate measures in place to prevent the use of counterfeit or fraudulent product used for fulfilment of Moyola Purchase Order requirements.

PRODUCT CONFORMANCE, PRODUCT SAFETY, ETHICAL BEHAVIOUR

The supplier shall ensure that all appropriate employees are aware of

- Their contribution to product safety
- Their contribution to product and service conformity
- The importance of ethical behaviour

FLOW DOWN OF INFORMATION.

It is a requirement for the seller to flow down to sub tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.

CHANGES AFFECTING PRODUCT OR PROCESS.

It is the responsibility of the seller to notify MOYOLA of any changes in product and/or process definition and where required obtain the relevant approval. It is also the supplier's responsibility to notify MOYOLA of any changes relating to their or any sub-tier suppliers manufacturing facility or location.

PAYMENT.

Payment will be made within 60 days following the end of month in which the correct invoice was received by MOYOLA unless otherwise agreed with MOYOLA.

THE LAW.

This contract shall be considered as a legally binding document subject to Laws made in the United Kingdom.