

Terms & Conditions for the Purchase of Goods and or Services

1. Definitions

In these conditions, Order shall mean a Regal Precision Engineers (Colne) Ltd (hereafter known as Regal) Purchase Order, under which goods are to be supplied and / or services performed. 'The Purchaser' shall mean Regal. 'The Supplier' shall mean the person, firm or company stated on the face of the Order. 'The Goods' shall mean all the goods and articles, whether raw material or finished products and / or supporting documents covered by the Order. 'Services' shall mean all work and / or services to be performed by the Supplier pursuant to the Order.

2. Acceptance of Order

The Order shall not be binding upon the Purchaser until these terms and conditions are accepted by receipt of an acknowledgement or commencement of work on the Order, whichever is earlier. The Purchaser reserves the right to reject any acceptance which is received by the Purchaser more than fourteen working days after the date of the Order. These terms and conditions shall have precedence over any other purported conditions appearing on any document or correspondence from the Supplier and any such other purported conditions shall have no affect whatever except in so far as they are expressly agreed in writing by the Purchaser. No amendments or variations to the conditions of Order shall be valid unless agreed to in writing by the parties, such agreement being evidenced on an official Order.

3. Authority

The Purchaser shall not be liable for any order, order amendment or instructions to proceed with orders unless and until authorised or confirmed on the Purchaser's printed Order or Amendment Order.

4. Prices

Unless specifically agreed in writing otherwise all prices shall be fixed firm and not subject to any form of surcharge or variation.

5. Delivery

Any time or period for delivery or despatch performance or completion by the Supplier shall be of the essence. Without limitation, the Purchaser shall be entitled to cancel the Order and / or claim reimbursement for any or all losses, costs and expenses suffered in the event:

- A: the Supplier fails to deliver Goods or provide Services in accordance with the terms of the Order or
- B: the Supplier fails to make progress with the Order so as to jeopardise the purpose of the Order. the Supplier undertakes to notify the Purchaser in writing without delay of any change in circumstances, which may delay delivery and / or performance.

6. Sub-Contracting

None of the Goods or Services shall be sub-contracted without prior written permission of the Purchaser except as is customary in the trade. The Supplier shall remain responsible for the performance of the Order and shall not assign the Order or his right to payment hereunder.

7. Right of Access

The Purchaser's Inspector or representative and any Inspector or representative of the Purchaser's customer or his agent or of any government department shall be entitled on the Purchaser's authority to have access to the Supplier's premises, and those of his sub-contractors, to witness the progress, inspection or testing of the Goods and / or services at any reasonable time. If required by the Purchaser, the Supplier shall give the Purchaser adequate notice of the Supplier's works tests, which the Purchaser shall be entitled to attend. Reasonable facilities shall be provided at the Supplier's expense for the Inspector or representative. The Supplier shall provide the Purchaser with such certificates as the Purchaser may require. Neither such inspection nor the absence of any such inspection shall relieve the Supplier of any liability nor imply acceptance of the Goods or Services.

8 Supplier Responsibilities

8.1 The Seller shall fulfill all Purchase Orders in conjunction with requirements stated on Purchase Order, Standard Terms and Conditions of Purchase and Quality Requirement document.

(All Documents available for viewing or download on Regal website www.regalprecisioneng.com)

8.2 The Seller shall maintain and keep copies of all documents provided to the Company under these Conditions indefinitely after delivery of such documents and shall provide copies to the Company upon request.

8.3 The Seller shall not supply to the Company any nonconforming product without prior written approval from the Company.

8.4 Release Certification to be supplied as per requirements stated on Regal Precision Engineers (Colne) Ltd Purchase Order including Manufacturer certification if requested.

8.5 Goods supplied must be to latest issue drawings or specifications unless agreed in writing.

8.6 Where products supplied such as compounds have a shelf life goods supplied must have at least 85% remaining when supplied.

8.7 The Supplier is required as a specific requirement of any Purchase Order to advise in writing on Certificate of Conformity and Delivery Note if the goods provided are subject to US Government Export control laws including ITAR and EAR.

9 Packaging, Delivery and Marking

All Goods supplied against the Order must be adequately protected against damage and deterioration in transit and delivered to the Purchaser's address, carriage paid, or as otherwise notified in writing to the Supplier and must bear the Purchaser's Order number and Line Number on the packages thereof. The Ordered Part Number must be shown on all manufacturers' documentation. The Goods shall be at the Supplier's risk until delivered to the Purchaser at the point specified in the Order unless the Purchaser otherwise agrees in writing. Unless otherwise provided in the Order, all containers and packing materials supplied by the Supplier shall be considered non-returnable and their costs included in the price. Where the Purchaser receives Goods or Services unexamined, the Purchaser's right subsequently to inspect and reject them if they do not comply with the Order or claim for shortage shall not be prejudiced. When Goods are rejected, they will be returned at the Supplier's risk and expense.

10. Passing of Property

Property in the subject matter of the Order shall pass to the Purchaser upon delivery provided that any passing of title shall not prejudice either the Purchaser's right to reject for non-conformity with Order or any other rights that the Purchaser may have under the Order, and provided that where advance or progress payments are made, title but not risk shall pass to the Purchaser as soon as items are allocated to the Order. All items so allocated shall be adequately marked and recorded as being the property of the Purchaser.

11. Payment

Inattention to the following details may mean delay in payment on account of the Supplier's failure:

- a. to send on the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated on the Order or,
- b. to send a monthly statement of account by 10th of each month quoting the invoice numbers applicable to each item thereon, or
- c. to mark clearly the Order number and Line Number on the consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence, or
- d. To provide any certificate or other documentation required under the Order.

All payments made shall be without prejudice to the Purchaser's rights should the Goods and / or Services prove unsatisfactory or not in accordance with the Purchase Order instructions.

12. Suspension

In the event of any interruption of the Purchaser's business due to circumstances beyond the Purchaser's control such as but not limited to any industrial dispute, fire, explosion or accident which would prevent or hinder the use of Goods or Services the Purchaser shall have the right to suspend the Order until such circumstances have ceased. Any time for performance of the Order shall be extended by the period of suspension.

13. Confidentiality

- (A) The Supplier shall not disclose any interest of any kind arising as a result of the Order by way of advertisement, publicity or purposes of trade without the prior written consent on the Purchaser.
- (B) Technical information, drawings, design and other data supplied by the Purchaser are confidential and shall not without prior written consent of the Purchaser be disclosed to any third party and shall be used solely for the purpose of the Order.
- (C) Where drawings or other data are issued, the Supplier shall exercise proper custody and control and return / dispose of such in accordance with the Purchaser's instructions.

14. Intellectual Property Indemnity

The Supplier shall keep the Purchaser indemnified in respect of any claim of infringement of intellectual property rights by the use or sale of any Goods or Services supplied under the Order and against all losses expenses, costs and damages for which the Purchaser may become liable or may incur in connection with any such claim.

15. Government and Other Special Conditions

Where any Government or other special condition is incorporated by reference in the Order, such special condition shall apply.

16. Security

16.1 If any provision of the Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of the Contract which shall remain in full force and effect.

16.2 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend any person other than a party to the Contract to be able to enforce any term of the Contract (save where may be expressly stated otherwise in the Contract).

16.3 All notices under the Contract shall be:

16.3.1 In writing and addressed to the recipient at the address set out in the Order;

16.3.2 Deemed to have been duly given when delivered, if delivered by messenger during normal business hours of the recipient; or on the second business day following mailing, if sent by first class pre- paid recorded delivery post; or at the time of transmission if sent by fax (provided that a copy of the fax is put in the post to the recipient by first class recorded delivery post within 24 hours of the transmission).

16.4 English law governs the Contract and the parties irrevocably submit to the exclusive jurisdiction of the English Courts.

17. Counterfeit Parts Prevention

The Supplier shall have a suitable process and measures to prevent counterfeit parts or unapproved parts from entering the supply-chain and being shipped to the Company.

If Regal Precision suspect that non-conforming product has been delivered, we reserve the right to have the supplied items accessed by an external source.

18. Key Characteristics

Where Identified within the specification, drawing and/or purchase order the supplier shall flow down to sub-tier suppliers the applicable requirements in the purchasing documents, including key characteristics where required.