

TERMS AND CONDITIONS PURCHASING DEFINITIONS

Within these conditions the following definitions shall apply:

Bowmill shall mean:

Bowmill Engineering Limited (Registered Address):
18-30 Morris Road, Nuffield, Poole, BH17 0GG.

Supplier shall mean: the contracting party on whom the Order is placed.

Supplies shall mean: all goods and services to be supplied under the Order.

Orders shall be: the authorised written purchase order placed by Bowmill upon the supplier for goods and services, including the conditions detailed herein and any subsequent authorised amendment thereto.

1.0 APPLICABLE CONDITIONS

1.1 These conditions and the Order shall constitute the entire agreement between the parties and shall supersede any prior communications or representations between the parties including any Conditions of Sale issued by the Supplier.

2.0 CONFIDENTIALITY

2.1 All information associated with the Order shall be treated as strictly confidential between Bowmill and the Supplier.

3.0 ASSIGNMENT

3.1 The Supplier hereby agrees that no work in pursuance of the Order shall be assigned without the prior written agreement of Bowmill.

4.0 ORDER AMENDMENTS

4.1 No variation to the Order will be recognised by Bowmill, unless the same procedures as laid down for official Orders as stated above have been followed in their entirety.

5.0 PARTIAL INVALIDITY AND WAIVER

5.1 Any provision of the Order subsequently found to be invalid shall not in any way affect the validity or enforceability of the remainder of the Order. Any failure by either party to enforce any provision of the Order shall not be construed as a waiver of that or any other provision.

6.0 APPLICABLE LAW

- 6.1 This Agreement and any Order shall be governed and interpreted in accordance with the Laws of England and the Supplier hereby submits to the jurisdiction of the English Courts.
- 6.2 Refer to Bowmill Engineering Finance Manager and /or Commercial Manager in the first instance.

7.0 INDEMNITY

- 7.1 In respect of the Order the Supplier hereby agrees to indemnify and hold harmless Bowmill against all claims, damages, liabilities and costs whatsoever resulting from:
- (a) Any damage loss death or injury caused by any act, negligence or omission of the Supplier or any of its sub-contractors
 - (b) Any alleged or actual infringement of any patent, registered design, trademark or copyright in existence or pending at the date of the Order, relating to the Supplies.
 - (c) Any damage loss death or injury caused by any act, negligence or omission of the Supplier or any of its sub-contractors
 - (d) Any alleged or actual infringement of any patent, registered design, trademark or copyright in existence or pending at the date of the Order, relating to the Supplies.
- 7.2 The Supplier shall adequately insure its liability under paragraph (a) hereof and shall upon request supply details of such insurance to Bowmill.

8.0 OFFICIAL ORDER

- 8.1 No Supplies shall be accepted or paid for unless supplied in accordance with an official written BOWMILL Order document bearing an authorised BOWMILL signature. The Supplier shall reference the Order number on all correspondence entered into.
- 8.2 Within 7 days of the Order receipt, the Supplier shall forward an Order acknowledgement.
- 8.3 The acknowledgement shall include the delivery date(s), agreed price, and any additional charges included in the Order document.
- 8.4 Charges invoiced but not on Bowmill's Purchase order will not be paid and will result in return of invoice.
- 8.5 In accepting this order you [the supplier] accept all flow down, including quality and customer requirements as applicable, you must notify Bowmill in writing within 7 days if you do not accept flow down of customer requirements
- 8.6 You must notify Bowmill of any/all change in product, manufacturing process, capability, resource, change in supplier or facility relocation and where required, obtain Bowmill approval.

9.0 SPECIFICATION

- 9.1 All Supplies under the Order shall conform where applicable with the quantity, quality, standard and specification stated on the Order, shall be fit for the purpose required by Bowmill and free from any defect whether actual or latent. The Supplier shall notify Bowmill of any changes in product and/or process definition and, where required, obtain Bowmill's written approval thereto.

10.0 TERMINATION

Termination for Convenience

- 10.1 Buyer may, terminate any purchase order at Buyer's convenience with a written termination notice to Supplier. The notice shall specify the terminated Products and shall not alter or affect any Products not terminated.
- 10.2 Upon receipt of a written termination notice and except as otherwise directed by Buyer, Supplier shall immediately: (a) stop the work on the terminated Products; (b) cancel its subcontracts and Purchase Orders to the extent they relate to terminated Products; (c) take all and any such action as may be reasonable and necessary to minimise the cost of the termination.
- 10.3 In the event of notice of Termination for Convenience, Supplier's termination claim, if any, must be submitted to Buyer within one (1) month after receipt of the written termination notice. Such claim must contain sufficient detail to support the amount being claimed, including detailed inventory schedules and a detailed and separate cost breakdown of all costs being claim. Supplier's termination claim shall be limited to: (a) reasonable costs 10.4 allocable to the terminated Products delivered to Buyer after receipt of written notice and as so directed by Buyer; and (b) reasonable costs allocable to Work in progress launched prior to the receipt of the termination notice. No termination claim shall exceed the price as stated in the Purchase Order for the terminated Product. Buyer shall not be liable for any loss or damage resulting from termination.

Termination for Supplier's default

- 10.5 Buyer shall be entitled to terminate a Purchase Order by notification to Supplier its decision to terminate for default the whole or any part of the Purchase Order issued, in the following cases:
- Supplier fails to perform in all or in part any of its material obligations on any Purchase Order
 - Supplier becomes bankrupt or insolvent, or Supplier is subject to judicial protection, receivership or liquidation to the extent permitted by law;
- 10.6 The Notice of Termination for Default shall specify the effective date of termination. Until the termination is effective, Supplier shall perform the Work and deliver Products under the conditions provided in the Agreement.
- 10.7 Supplier shall not be entitled to any cost claim or indemnities of any kind from Buyer in case of termination for default of all or part of the Agreement.

11.0 QUALITY REQUIREMENTS, INSPECTION / NON CONFORMING PRODUCT& RECORDS

- 11.1 Pre-delivery inspections requirements shall be in accordance with the provisions on the face of the Order if specified. Where purchase order does not specify, the supplier still has full responsibility for sufficient pre delivery inspection to ensure only conforming product is supplied.
- 11.2 You must notify BOWMILL QA in the event of any/all non-conformities & you must NOT disposition or dispose of any products without WRITTEN permission from BOWMILL.
- 11.3 Bowmill shall have the right to reject at any time any Supplies that are not in accordance with the Order specification, or fit for the purpose [See Invoicing].
- 11.4 Where required the Supplier shall provide test specimens and disclose production method, number and storage conditions for design approval, inspection, investigation or auditing.
- 11.5 It shall be the responsibility of the Supplier to notify Bowmill of any nonconforming materiel. Such product shall be immediately returned to Bowmill for investigation. Bowmill will hold the Supplier responsible for non-conformances caused by the Supplier.
- 11.6 Where approval of any nonconforming product (whether or not notified by Supplier) is appropriate a copy of the non-conformance report determining disposition will be sent to the Supplier.
- 11.7 The Supplier shall provide for right of access for BOWMILL & their customer or regulatory authorities, and this shall include access to all facilities involved in the Order including all levels of the supply chain, and to all applicable records including all quality records/data [including electronic media].
- 11.8 It shall be the responsibility of the Supplier to flow down to sub-tier Suppliers all applicable requirements in the Order including all customer requirements & special conditions where specified.
- 11.9 You must flow these [BOWMILL] T&Cs down to your suppliers/supply chain as applicable
- 11.10 The Supplier shall maintain records of all quality matters in accordance with all Quality Conditions specified in the Order and flow down this requirement to sub tier suppliers. Bowmill Engineering reserves the right to review records on request.
- 11.11 Records of Conformity of Product must be retained for a period of five years or as defined by the release requirements of the regulatory authority. Notification of disposal of these records must be given to Bowmill Engineering 30 days prior to disposal.
- 11.12 Bowmill Engineering reserves the right to retain these records.

12.0 COMPLIANCE

Ethical Behaviour

- 12.1 Supplier will maintain ethical standards, comply with relevant laws and ideally maintain an ethical behaviour policy for and maintaining ethical integrity and equality in the workplace
- 12.2 Consideration should be taken to: Uphold the law; engage in fair competition; protect proprietary information; avoid conflicts of interest; not to accept or offer Gifts, Gratuities and Business Courtesies in an attempt to gain an unfair business advantage.

Compliance with Environmental, Health and Safety Laws

- 12.3 Supplier will comply with all applicable national, EU and local environmental, health and safety laws, regulations or directives.
- 12.4 Supplier should be aware that they make a contribution to product safety and ensure quality and health and safety standards are maintained.

Product or Service conformity

- 12.5 Supplier should be aware that they make an important contribution to product conformity, and accordingly shall maintain a quality management system that is aligned to customers' expectations and requirements, and to engage in continual process development and improvement

Competence

- 12.6 Supplier shall approve its personnel for competence in the work they do, train as necessary and ensure they hold any qualifications that are required.

Counterfeit Parts

- 12.7 Supplier shall implement its own counterfeit product procedures that;
- Monitors and controls parts to identify and counterfeit product
 - Prevents counterfeit parts from reaching its customer or other supply chain
 - Reports counterfeit parts to appropriate external sources
 - Quarantines identified or suspected counterfeit parts

13.0 ITAR CONTROL

- 13.1 Where BOWMILL Purchase Orders state ITAR CONTROLLED, the purchase order & the related use of all technical data [Licenced Technical Data] used to fulfil this order are subject to the applicable ITAR licence.
- 13.2 The use of the licenced technical data is strictly limited to the manufacture of the part or parts set forth on the purchase order.
- 13.3 Neither the licensed technical data nor any portion thereof shall be disclosed or shared in any way to or with any party except for subcontractors of the supplier located within the same country as the supplier.
- 13.4 This clause [Para 13.0] must be flowed down to all/any subcontractors where applicable.

- 13.5 Except as set forth in 13.2 above, no right in the disclosed technical data shall be sold, granted or transferred in any way to any foreign person; as such term is defined in the applicable section of the ITAR.
- 13.6 Upon fulfilment of this purchase order, the supplier must return the licensed technical data to Bowmill Engineering.

14.0 CERTIFICATES OF CONFORMITY NOTES

- 14.1 Where an inspection requirement is stated in any Order, one copy of a numbered Certificate of Conformity/Release Certificate detailing Order number, part number, description, batch number and any serial number, shall accompany each consignment of Supplies delivered.
- 14.2 Where applicable, the Supplier, if a stockist, shall provide one copy of the Certificate of Conformity/Release Certificate from the manufacturer of the Supplies and one copy of the Suppliers own release document.

15.0 DELIVERY

- 15.1 Delivery shall be strictly in accordance with the instructions detailed on the Order and shall be at the risk of the Supplier
- 15.2 Deliveries unless otherwise stated shall be to Goods Inwards at Bowmill's premises between the hours of 8 am and 4:30 pm Monday to Thursday.
- 15.3 If, for whatever reason, delivery is not effected in accordance with the Order, then Bowmill may without prejudice to any other right remedy wholly or partly terminate the Order without incurring any liability to the Supplier and shall recover all additional expenses from the Supplier incurred as a result thereof.
- 15.4 Title in the Supplies shall pass to Bowmill on acceptance of goods.
- 14.5 No excess quantities of Supplies shall be delivered without Bowmill's written consent.

16.0 PACKAGING

- 16.1 All Supplies under the Order shall be securely and adequately packed, and the packaging marked with Bowmill's Order number. All packaging shall be non-chargeable and non-returnable, unless otherwise agreed in writing by Bowmill whereupon it may be returned at the Supplier's risk and expense. Any container used for the return of any Supplies to the Supplier shall be returned forthwith to Bowmill.

17.0 PRICE

- 17.1 Prices shall be as stated on the face of the Order and unless agreed otherwise shall be exclusive of VAT, customs duties and taxes. No alterations will be accepted unless by prior written agreement with Bowmill

18.0 INVOICES AND PAYMENT

- 18.1 Invoice(s) quoting the Order number, Certificate of Conformity / Release Certificate number (where applicable), part numbers, description and quantities of Supplies delivered shall be forwarded at the date of delivery to Bowmill's Goods Inwards stated above.
- 18.2 Payment to be made as per terms specified on the P.O.
- 18.3 Invoices received for Non-Conforming products will not be paid pending an agreed corrective & preventative action being submitted to the BOWMILL QA DEPT.

19.0 NOTICES

- 19.1 Any Notice or other communication entered into shall be in writing, and addressed to the named buyer.

These Terms & Conditions [latest issue] are available on the company website [www.bowmill.co.uk]

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