

Claro Precision Engineering Limited (Claro): TERMS AND CONDITIONS OF PURCHASE

General: Claro is in the business of providing a first rate manufacturing service to its customers and this means delivering top quality parts on time. To achieve this we need the support of our suppliers and these terms and conditions are intended to provide a clear and fair legal framework for everything we purchase.

1. CONTRACT

1. By accepting an order for the purchase of goods or services from Claro Precision Engineering Ltd (hereinafter called "the Buyer"). The Seller agrees that all the terms and conditions set out on this document apply and shall prevail notwithstanding inconsistencies arising from the exchange of subsequent correspondence unless such inconsistencies are formally accepted by the Buyer in writing.

2. ORDERS AND SPECIFICATION

2.1 The Seller shall be liable for ensuring that the goods and services supplied are of good quality, scratch and burr free and fully meet the technical specifications and drawings quoted in the purchase order.

2.2 Where traceability of material batch/cast is requested records will be kept by the seller in a secure area, free from contamination for a minimum period of five years. After five years or if the seller's company is dissolved then the records shall be sent to the Buyer.

2.3 The Seller agrees not to make any changes to the processes, materials or products delivered without the prior written consent of the Buyer.

2.4 The seller agrees to notify the buyer immediately regarding non-conforming material and must seek the buyer's approval before reworking / reprocessing or remanufacturing.

2.5 The Seller agrees not to sub-contract any aspect of the work, or to subsequently change sub contractors, without the prior written consent of the Buyer. Where sub contract work is approved then the Seller shall ensure that these Terms and Conditions shall apply including the retention of records and rights of access described below.

2.6 The Buyer and their customer and any regulatory authority shall be entitled to inspect all facilities, applicable records or subject matter pertaining to an order at the Seller's and Seller's sub contractors premises at any reasonable time.

2.7 The seller will ensure all persons involved in the manufacture or supply of product or services are aware of:

- 2.7.1 their contribution to product or service conformity
- 2.7.2 their contribution to product safety
- 2.7.3 the importance of ethical behaviour

2.8 The Seller will acknowledge acceptance of the order within 3 working days or the Buyer can deem the purchase void.

3. COUNTERFEIT PART CONTROL

3.1 The seller shall take appropriate measures to plan, implement & control processes for the prevention of counterfeit or suspect counterfeit part use & their inclusion in product(s) delivered to the buyer.

4. VARIATIONS

4.1 The Buyer's order will be accompanied by sufficient detailed technical information to enable the Seller to proceed with the order forthwith. In the event that such information is incomplete or differs from that on which this quotation is based then the Seller should query this with the Buyer and resolve any issues arising immediately.

4.2 If, after the Seller has accepted an order, the Buyer requires any alteration in the Goods and services quoted for, the cost of any such alteration shall be paid by the Buyer to the Seller.

5. CANCELLATION

5.1 Orders accepted by the Seller cannot be cancelled by the Buyer except upon terms which indemnify the Seller against any actual loss.

6. DELAY

6.1 The Seller shall not be liable to the Buyer for any delay in the performance of this contract caused by or resulting from any strike, lockout, war, fire, or accident outside the control of the Seller.

7. TERMS OF PAYMENT

7.1 Payment shall be due within 30 days from end of month following date of invoice.

8. DELIVERY

8.1 Delivery dates are to be given in good faith at the time of quotation is submitted and any delay beyond the quoted date shall be brought to the attention of the Buyer as soon as this is known or can be reasonably anticipated by the Seller. In any event the Seller is responsible for informing the Buyer of the actual delivery date two days before the due date.

8.2 Deliveries shall be made to our factory between 08-30 and 16-30 Monday to Thursday and between 08-30 and 13-00 on Friday

8.3 Time of delivery dates from acceptance of order shall be extended in the event of late delivery of technical information, drawings, specifications or models/samples by the Buyer and in the event of any alteration in the Goods and services quoted for being required by the Buyer.

9. RISK

9.1 Risk of damage to or loss of the Goods and services shall pass to the Buyer at the time when the Goods and services are received at our factory

10. LIABILITY

10.1 In the event of any Goods and services supplied by the Seller being defective by reason of faulty materials, or workmanship or being alleged to be other than as agreed to be sold, the Seller will replace such Goods and services within a reasonable time.

10.2 The Seller accepts all responsibility and liability in ensuring that goods and services it provides meet the drawings and specifications described in the purchase order and indemnifies the Buyer against any claims or rework costs arising from the Sellers or the Sellers sub contractors failure to meet these drawings and specifications.

11. TITLE OF GOODS AND SERVICES

11.1 Property of and title to Goods and services are not passed to the Buyer until those Goods and services shall have been paid for in full.

12. CONSTRUCTION

12.1 This contract shall be construed, operate and be enforced in all respects as a contract made in England in accordance with the laws of England and the parties will submit to the jurisdiction of the appropriate English court.