



Purchasing Terms & Conditions

Each Order shall include as appropriate:

1. Definitions

"Contract" shall mean any contract resulting from the order.

"Order" shall mean the purchase order.

"Buyer" shall mean Wilson & Sons (Engineering) Limited "Seller" and/or "Supplier" shall mean the person on whom this order is placed.

"Goods" shall mean the supplies to be delivered under the contract and shall be deemed to include any service(s).

2. Acceptance

This purchase order constitutes buyer's offer to seller and is a binding contract on the terms and conditions set forth herein when it is accepted by seller either by the acknowledgement or the commencement of performance hereunder. No condition stated by the seller in accepting or acknowledging this order shall be binding upon buyer if in conflict with, inconsistent with, or in addition to the terms and conditions contained herein unless accepted by buyers written approval.

3. Revisions

No revision of this order of any of the terms and conditions hereof shall be valid unless in writing and signed by an authorised representative of buyer's purchasing Representatives.

4. Delivery

4.1 Delivery shall be strictly in accordance with the delivery schedule set out in this order. Notwithstanding this provision, the seller shall not be liable for delays or defaults due to causes beyond its control and without its fault or negligence, provided however, that if the seller has reason to believe that deliveries will not be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.

4.2 The supplier shall complete and deliver the goods at the time or times specified in the order and in this respect time shall be of the essence.

4.3 The buyer may at any time or times by notice in writing to the seller postpone the date(s) of delivery of any goods without thereby incurring any liability and the seller shall deliver such goods on the revised date(s) so notified and shall not make any claim for adjustment in price or otherwise in respect of any such postponement unless otherwise agreed in writing by the buyer.

5. Deliveries Made

5.1 If the supplier delivers quantities in excess of the quantity due the purchaser shall have the right to accept or reject the quantity in excess of that due.

5.2 The buyer shall not be obliged to accept delivery of any goods prior to the delivery date and if the seller shall do so:

- a) The buyer shall be entitled to charge storage to the supplier and.
- b) The date for payment shall be calculated according to the due delivery date.
- c) Payment normally 60 days end of month, unless specifically agreed in writing.

6. Termination

Failure to comply with the specification, terms and conditions of this order or to deliver material in accordance with sellers promise shall be grounds for cancellation without penalty to buyer.



7. Acceptance and Rejection

All articles will be subject to final inspection and acceptance by buyer within a reasonable time after receipt at the designated destination, irrespective of prior payment. Buyer may reject any article which contains defective material or workmanship or does not conform to specifications, samples or warranties. Any article so rejected may be returned to seller at seller's risk and expense, and at full invoice price plus applicable transportation charges both ways. No defective article or material shall be replaced unless requested by buyer.

7.1 Certificate of Conformance (Required for Goods Intended for Aircraft Applications and for Goods where Required on the Relevant Drawing or Order)

The certificate of conformance is a quality record that shall include the Buyer part number, purchase order number, quantity shipped, date shipped, manufacturer's part number, and details of certified quality system as stated within the order. It should be signed to indicate compliance with the requirements of this document. These are to be submitted for all parts delivered to the Buyer

7.2 Date Code/Lot Number Control (Required for Goods Intended for Aircraft Applications and for Goods Where Required on the Relevant Drawing)

Deliveries of parts/components with multiple date codes or multiple lot numbers must be segregated such that each part/component is identifiable by its date code or lot number. The paperwork must also reflect if multiple date codes or lot numbers have been delivered with the associated quantity.

7.3 Production Process Verification (First Article Inspection)

The Buyer requires all first deliveries of parts to include a full first article inspection (FAI) report be filled out by the manufacturer consistent with Aerospace standard EN9102A where applicable. The sample, on which the FAI was performed, shall be clearly marked, both on the sample and the FAI report. Where the drawing has been updated and there is a change in the form, fit or function of the part, then an FAI must be submitted for the change/update only.

The FAI should confirm that all processes, materials and dimensions are met. In the case of raw material or process i.e. paint, chromate, proof of acceptability shall be made available either through records or attached certificates. Drawing notes should be referenced and their acceptance confirmed.

Any discrepancies detected by the manufacturer during the FAI shall be notified to the Buyer and a deviation should be sought in advance of any parts being shipped to the Buyer.

7.4 Record Retention

In addition to contractual requirements the supplier shall retain verifiable objective evidence of inspection and tests performed. Quality records shall be made available for evaluation for a contractually agreed upon period. Unless otherwise specified, this period shall be a minimum of 10 Years.

7.5 Notification of Non-Conforming Product, Process Change, Suppliers, Facilities and Locations.

Under no circumstances shall a nonconforming part be sent to the Buyer without the Buyers approved deviation. Failure to comply with the above requirements will result in the Buyer rejecting the product.

The supplier shall notify the Buyer of changes in product and/or process definition, facilities, locations and, where required, obtain the Buyers approval.

7.6 Right of Access by the Buyer, their Customer, and Regulatory Authorities

In accordance with contractual agreements, right of access by [the Buyer](#), their customer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records,



7.7 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.

7.8 Supplier Quality Assurance

The supplier shall when required:

Implement a Quality Management System.

Where advised – use customer designated or evaluated and approved suppliers, including those for special processes. Any identified Non-conforming product issues either shipped or in house at the Supplier shall be immediately notified to Wilson & sons Eng Ltd .

The supplier shall implement processes to prevent the supply of counterfeit product parts or inclusion in products being supplied to Wilson & sons Eng Ltd.

Changes to the Supplier's organisation that may affect quality and/or finance, shall be notified in advance to Wilson & sons Eng Ltd.

These changes may include; Company ownership, company name, manufacturing location, quality approvals, significant changes to process or inspection techniques.

The Supplier' shall flow down the requirements to external providers which may include Wilson & sons Eng Ltd.

The supplier at the request of Wilson & sons Eng Ltd provide test specimens for use in the approval, verification, investigation and auditing of products and/or services provided.

The supplier shall ensure that all persons are aware of:

Their contribution to product or service conformity

Their contribution to product safety

The importance of Ethical behaviour

Appendix B Delegation of Verification

1. Delegation of Product Verification can only be applied to those suppliers on the approved suppliers list
2. Records of periodic reviews shall be maintained for all suppliers, where 'Delegation of Verification' has been applied. A record of any withdrawals with justification shall be maintained.
3. Before 'Delegation of Verification' the proposed supplier's performance shall be to an acceptable level against agreed performance criteria (this shall include agreed product conformance levels). Verification of Performance criteria shall be a minimum of 3 months worth of data.
4. Prior to granting delegation any outstanding corrective actions shall have been resolved.
5. The scope of delegation shall be defined (e.g., all products, limitations based on part classifications, part number, commodity, part family, part criticality)
6. The supplier shall notify in writing of acceptance of delegation
7. Ongoing acceptance criteria to be documented