

1. General

“supplier” means the Company, firm, or person to whom the order is addressed.

“Glentworth Precision” means Glentworth Precision Engineering (UK) Limited, Glentworth House, Molly Millar’s Bridge, Molly Millar’s Lane, Wokingham, Berkshire RG41 2WY.

- ✚ These conditions are the only conditions upon which Glentworth Precision will deal with the supplier and they shall govern the contract to the entire exclusion of all other terms or conditions.
- ✚ Each order for goods and/or services by Glentworth Precision from the supplier is an offer by Glentworth Precision that is made on and subject to these conditions.
- ✚ The supplier agrees that no terms or conditions endorsed upon, delivered with or contained in the sellers quotation, acknowledgement or acceptance of order, specification (other than the technical specification) or similar document will form part of the contract and the supplier waives any right to rely on such terms and conditions.
- ✚ Each purchase order is a separate agreement between Glentworth Precision and the supplier.
- ✚ The supplier shall not assign or sub-contract the contract or any part of it without the prior written consent of
- ✚ The supplier will read and be compliant to Glentworth Precision Ethics Policy
The Supplier shall not:

a) Induce any employee of Glentworth to make any concessions to the Supplier in return for any gift, money or other inducement.

b) Pay money or give any other benefit to any third party (either directly or indirectly) in connection with the issue of the Order.

c) Encourage an employee of Glentworth to commit any act of dishonesty against Glentworth.

d) Ensure employees behave in an Ethical manner at all times

Suppliers in furtherance of Aerospace contracts, shall comply with the Aerospace Industries Association of America (AIA) and Aerospace and Defence

Industries Association of Europe (ASD) “Global Principles of Ethics in the Aerospace & Defence Industry”.

- ✚ The supplier will read and be compliant to Glentworth Precision FOD and Product Safety clauses

The supplier shall take all reasonable steps to prevent any Goods safety-related issues, e.g. Counterfeit Materials, FOD (Foreign Object Damage), Damage to Goods and where possible plan, implement, and control the processes needed to assure Goods’ safety during their entire life cycle, as appropriate to the organisation and the Goods being manufactured

The supplier will read and be compliant to Glentworth Precisions Counterfeit clauses

e) The supplier shall take all reasonable steps to prevent the supply of Counterfeit Materials.

f) For Aerospace related contracts, the Supplier, where possible, shall prioritise purchasing raw materials from original manufacturers, authorised suppliers, or other legally authorised sources avoiding known areas of RISK

2. Inspection & Testing

- ✚ The supplier will test and/or inspect items to the requirements of ISO9001/AS9100 (Including First Article Inspection and Key Characteristics) and the purchase order. Glentworth Precision will provide to the supplier all relevant specifications and test/inspection data as is required.
- ✚ The supplier will retain any test pieces/samples and records used in NDT, Heat Treatment and/or 'Plating' for a minimum of 4 years or by the period defined by the prime contractor, whichever is the greater. Test pieces/samples will be uniquely identified and traceable to the batch supplied.
- ✚ Glentworth Precision shall be entitled to:-
 - ❖ Inspect and/or test the goods at any time prior to the delivery, and the supplier shall give Glentworth Precision free and safe access to its premises (or those of its sub-contractors) to conduct the inspection and will provide such facilities as Glentworth Precision may reasonably require;
 - ❖ May require one or more samples to be submitted to it for inspection and testing prior to despatch of the goods.
- ✚ Inspection and testing as specified in 2C above, shall not constitute acceptance of the goods by Glentworth Precision and is without prejudice to Glentworth Precision's other rights and remedies, including the right to reject the goods if they do not conform to the specification requested upon their receipt.
- ✚ If, as a result of any inspection or testing carried out, Glentworth Precision is not satisfied that the goods comply in all respects with the relevant purchase order, or with the specification, then the parts will be rejected back to the supplier who shall at their own cost shall take all steps necessary to ensure compliance.
- ✚ The supplier must notify Glentworth Precision in writing of any non-conforming product, and must receive written confirmation from Glentworth Precision prior to shipping.
- ✚ The supplier will reimburse Glentworth Precision for any additional costs incurred by Glentworth Precision arising out of any re-inspection and/or testing.
H) The supplier shall provide to Glentworth Precision, its customer and/or regulatory authorities the right of access to all facilities and records applicable to the order.

3. Delivery

- ✚ The supplier shall deliver the goods to, and the services shall be performed at, the delivery address during Glentworth Precisions normal working hours unless otherwise specified in the purchase order.
- ✚ The supplier shall deliver parts or services to the delivery date stated on the purchase order.
- ✚ If delivery is delayed the supplier must inform Glentworth Precision immediately of such delay and takes all reasonable steps to mitigate the effect of the delay, Glentworth Precision shall grant the supplier such extension of time as it may consider reasonable in the circumstances.
- ✚ The supplier shall properly pack and secure the goods, and all despatches must prominently bear the Glentworth Precision order number and part codes (if any). Glentworth Precision shall not be obliged to accept early delivery or delivery in instalments.
- ✚ If any of the Goods are found not to be in accordance with the contract during a period of twelve months following the date of delivery, Glentworth Precision shall be entitled (without prejudice to any other rights or remedies it may have) to reject those goods by notice in writing and the supplier shall reimburse to Glentworth Precision all sums paid for those goods.

4. Warranty, Guarantee and Quality

- ✚ The supplier warrants and represents to Glentworth Precision that the goods and services:-
 - ❖ Are free from any third party lien, claim, title or interest;
 - ❖ Shall be good and merchantable quality and fit for the purpose for which they are intended;
 - ❖ Shall conform in all respects with the terms of the contract and the specification;
 - ❖ Shall be free from defects in design, materials and workmanship;
 - ❖ Have been supplied using qualified and experienced personnel to carry out the related tasks;
 - ❖ Were manufactured using all reasonable care and skill;
 - ❖ Have been provided in a timely and efficient manner; and in accordance with any reasonable instruction notified by Glentworth Precision;
 - ❖ Shall conform to the standards and the specification contained in the purchase order. Where there is any doubt or uncertainty the supplier must obtain written clarification from Glentworth Precision before proceeding;
 - ❖ Shall comply with applicable laws;
 - ❖ Shall be provided to Glentworth Precision with adequate instructions to enable Glentworth Precision to make full use of the goods.
- ✚ All relevant documents and records, pertaining to the order, created by and/or retained by the supplier shall conform to relevant standards (ISO9001, AS9100,AS9120, and relevant Nadcap special process approval) and be retained for a minimum of 4 years or by the period defined by the prime contractor, whichever is the greater.
- ✚ The supplier shall notify Glentworth Precision of any non-conforming product, material or service in a timely manner and if applicable request a concession from Glentworth Precision.

- ✚ The supplier shall notify Glentworth Precision of any changes in product and/or process definition and where required obtain Glentworth Precision approval.
- ✚ The supplier shall, when applicable, flow down to any sub-tier supplier, applicable requirements, standards, characteristics and/or corrective action requirements.
- ✚ The supplier shall, when applicable, provide evidence of product or service quality by means of relevant certificates of conformity, test reports, records, etc.
- ✚ The supplier shall ensure that all representatives of the supplier shall comply with Glentworth Precisions' security arrangements, office procedures and regulations whenever attending Glentworth Precisions' premises.
- ✚ The supplier shall comply with any purchasing/procurement guidelines issued by Glentworth Precision from time to time.

5. Price and payment

- ✚ The price is inclusive of all charges for packaging, packing, shipping, carriage, insurance, delivery of the goods to the delivery address and any duties, imposts, customs or levies other than V.A.T.
- ✚ The supplier shall quote the order reference on all invoices and send them to the address indicated on the order. Glentworth Precision shall return invoices which have no order reference and shall not be obliged to pay such invoices.
- ✚ Glentworth Precision may deduct from any sums due and payable to the supplier any monies due from the supplier to Glentworth Precision.
- ✚ If no payment terms are set out in the order, then Glentworth Precision shall pay (subject to receipt of an invoice) for the goods and/or services by or on the last day of the second month following the month during which the goods were delivered and/or services performed or during which the invoice for the goods and/or services is received, whichever is the later.

6. Regulations, Labelling and Governing Law

- ✚ The supplier shall be responsible for compliance with all Applicable Law and the supplier shall ensure that the goods when delivered to Glentworth Precision are labelled in such a way as to ensure the safety which a person is entitled to expect from the goods.
- ✚ The contract and the relationships of the parties in connection with the subject matter of the contract will be governed by and determined in accordance with the laws of the UK and the parties hereby submit to the exclusive jurisdiction of the courts of the UK in relation to any legal action or proceedings arising out of, or in connection with the contract.

7. Amendments

No amendment, interpretation or waiver of any of the provisions of the Order, the Contract, or these Terms and Conditions shall be effective unless made in writing and signed by the authorised representatives of Glentworth Precision and the supplier.