

## **Terms and Conditions for Supply to NFF Precision Ltd.**

Terms and conditions detailed, form part of all NFF purchase orders and service orders. Acceptance of a purchase/service order implies acceptance of these terms and conditions.

### **Definitions**

- “Contract” shall mean any contract resulting from this order
- “Order” shall mean this purchase order
- “Buyer” shall mean NFF Precision Ltd
- “NFF” shall mean NFF Precision Ltd
- “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)

### **Acceptance**

This purchase order constitutes buyer’s offer to seller and is a binding contract on the terms and Conditions. The Seller will acknowledge acceptance of the order within 3 working days or the Buyer can deem the purchase void. 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.

The Supplier / 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 subcontract work is approved then the Supplier shall ensure that these Terms and Conditions shall apply including the retention of records and rights of access described below.

### **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 department.

### **Delivery**

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 be made as required, due to such cases, written notice setting forth the cause of any anticipated delays shall be given immediately to buyer.

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.

The buyer may at any time or times by notice in writing to the seller postpone the date(s) of delivery of any goods or cancel the order 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.

### **Deliveries Made**

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.

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

### **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.

### **Acceptance and Rejection of deliveries**

All articles may 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.

All life span articles / products shall be delivered with a minimum of 75% shelf life remaining from the manufacturer's total life span. Any articles / products delivered with less than 75% shelf life or delivered early to the purchase order requirement, and thus the shelf life would be less than 75% at the required date of delivery, may be subject to rejection & replacement at the supplier's cost. Where permission is granted by NFF to deviate from this requirement, this shall be in writing by the Quality Management Representative.

NFF invoke a strict **NO** Chinese or Russian source material rule. It is not permissible by any supplier to supply product / material which originates from China or Russia, where the delivery is to be used in saleable product by NFF. Suppliers who supply product / material which originates from China or Russia, shall advise NFF before delivery for acceptance of this. This request **MUST** be made in writing to the buyer before delivery. Where NFF knowingly initiates the purchase of materials / products which originate from China or Russia no written confirmation is required, however it would be advantageous for the supplier to obtain this for their own records.

### **Certificate of Conformance (Required for Goods Intended for Aircraft Applications and for Goods delivery required on the Relevant Drawing or Order)**

The certificate of conformance is a quality record that shall include the NFF 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 NFF.

### **First Article Inspection**

NFF requires all first deliveries of parts to include a full first article inspection report be filled out by the manufacturer. The sample, on which the FAI was performed, shall be clearly marked, on both 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 either shall be made available 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 NFF and a deviation should be sought in advance of any parts being shipped to NFF. Under no circumstances shall a nonconforming part be sent to NFF without NFF approved deviation. Failure to comply with the above requirements will result in NFF rejecting the product.

### **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. Where the contract is in aid of an aerospace components the supplier shall keep any documentation associated with the contract for a minimum the life of the platform plus 5 Years.

### **Notification of Non-Conforming Product and Process Change**

The Seller agrees not to make any changes to the processes, materials or products delivered without the prior written consent of the Buyer. The supplier agrees to notify the buyer immediately regarding non-conforming material and must seek the buyer's approval before reworking / reprocessing or remanufacturing.

### **Right of Access by NFF, Their Customer and Regulatory Authorities**

In accordance with contractual agreements, right of access by NFF, their customer, and regulatory authorities shall be afforded to all facilities involved in the order and to all applicable records or subject matter pertaining to an order at the Supplier's and Supplier's sub-contractors premises at any reasonable time.

### **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.

### **Counterfeit Parts**

The Supplier agrees to protect the Buyer from the supply or use within its products any counterfeit material. If such material is determined as having been supplied previously, the Supplier shall inform the Buyer.

### **Ethical Purchasing**

NFF Precision Ltd purchases a number of goods and services required for the operation of our business and rely on a number of suppliers for the delivery of services. Good working relationships with our suppliers are important to the success of our business. Therefore, we state the following:

- NFF Precision Ltd are committed to obtaining and retaining competitive goods and services while at the same time ensuring where possible they are from sources which have not jeopardised human rights, safety or the environment.
- NFF aim to develop strong relationships with our suppliers, based on mutual trust, understanding and respect.

**NFF Precision Ltd expects suppliers to:**

1. Adhere to business principles consistent with our own
2. Ensure that their products and services are produced and delivered in compliance with all legislation relevant to their business
3. Seek to maintain continuous improvement in their supply chain relationship with us
4. Ensure they adopt and implement acceptable safety, environmental, product quality, product stewardship, labour, human rights, social and legal standards, to ensure these issues are acceptably managed within the supply chain for any products/services supplied to us.

**NFF Precision Ltd will seek to work with our suppliers where possible to:**

1. Develop long term meaningful relations to benefit both parties
2. Improve the quality, environmental performance, and sustainability of goods and services where this can be achieved to the benefit of both parties